

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

June 11, 2024

**ADJOURNED MEETING:**

Backyard Beekeeping of Honeybees Ordinance

5:30 p.m.

EXECUTIVE BOARD ROOM

**CALL TO ORDER**

7:30 p.m.

**INVOCATION:** Pastor Leonardo Figueroa, Realife Calvary Chapel

**PLEDGE OF ALLEGIANCE:** Girl Scout Troop 113/3433

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

**ANNOUNCEMENTS AND PRESENTATIONS:**

Presentation by Sarah Comfort, Community Library Manager, Iacoboni Library, Regarding the One Book, One County Program

**ROUTINE ITEMS:**

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

RI-1 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.

RI-2 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.

RI-3 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council receive and file the report.

RI-4 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.

RI-5 BIENNIAL REVIEW OF CONFLICT OF INTEREST CODES - Staff recommends City Council direct City Clerk to commence review of City of Lakewood Conflict of Interest Code and report results to City Council on or before October 1, 2024.

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### **ROUTINE ITEMS: - Continued**

- RI-6 PERMITS FOR STREET CLOSURES FOR JULY 4TH BLOCK PARTIES - Staff recommends City Council approve permits be issued to responsible applicants authorizing temporary closure at requested locations on Thursday, July 4, 2024.
- RI-7 NOTICE OF COMPLETION –FY 23/24 CDBG ADA RAMP REPLACEMENTS - PW PROJECT 2024-2 - Staff recommends the City Council accept the work constructed by CJ Concrete in the amount of \$201,975 and authorize the City Clerk to file the Notice of Completion for the project.
- RI-8 PURCHASE OF HORSE FEED AND SHAVINGS FOR LAKEWOOD EQUESTRIAN CENTER - Staff recommends City Council authorize the purchase of horse feed from Romberg Milling in an amount not to exceed \$69,900; horse feed from SoCal Hay & Grain in an amount not to exceed \$98,500 and shavings from Klassen Wood Company in an amount not to exceed \$136,550.
- RI-9 CITY-WIDE VOIP TELECOM UPGRADE - Staff recommends City Council authorize appropriation of \$30,000 from General Fund, plus 10% contingency of \$6,000 from General Fund, for a total of \$36,000; approve purchase of eighty-five phones and business licenses from The Technology Depot at a cost of \$41,597.33; approve purchase of Mitel MXell System Controller from The Technology Depot at a cost of \$8,936.88; and approve installation of eighty-five phones and Mitel MXell System Controller with The Technology Depot at a cost of \$9,795.00.
- RI-10 RESOLUTION NO. 2024-19; ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 - Staff recommends City Council adopt proposed resolution.

### **PUBLIC HEARINGS:**

#### **1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26**

- a. Presentation of Report by City Manager
- b. Memorandum from City Attorney
- c. RESOLUTION NO. 2024-20; AMENDING THE BUDGET FOR FISCAL YEAR 2023-24, AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2024 - Staff recommends City Council adopt proposed resolution.
- d. RESOLUTION NO. 2024-21; DETERMINING THE TOTAL ANNUAL APPROPRIATION SUBJECT TO LIMITATION OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2024-25 - Staff recommends City Council adopt proposed resolution.
- e. RESOLUTION NO. 2024-22; ADOPTING A REVISED PURCHASING POLICY - Staff recommends City Council adopt proposed resolution.
- f. RESOLUTION NO. 2024-23; ADOPTING THE BIENNIAL BUDGET AND APPROPRIATING REVENUE FOR FISCAL YEAR 2024-25 AND FISCAL YEAR 2025-26 - Staff recommends City Council adopt proposed resolution.
- g. RESOLUTION NO. 2024-24; ADOPTING A FEE TO RECOVER COSTS ASSOCIATED WITH THE REVIEW OF THOSE MINISTERIAL STAFF REVIEW (MSR) OR STAFF DESIGN REVIEW APPLICATIONS INVOLVING A REQUEST TO AUTHORIZE ADDITIONAL DWELLING UNITS ON EXISTING RESIDENTIALLY ZONED LOTS - Staff recommends City Council adopt proposed resolution.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

- 1) RESOLUTION NO. 2024-25, APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE LAKEWOOD CITY EMPLOYEES ASSOCIATION AND ESTABLISHING EMPLOYEE BENEFITS, DEFINING THE CONDITIONS AND HOURS OF EMPLOYMENT AND ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR CITY OFFICERS AND EMPLOYEES - Staff recommends City Council adopt proposed resolution.
- 2) RESOLUTION NO. 2024-26, AMENDING RESOLUTION NO. 2023-33 PERTAINING TO HOURLY-RATED PART-TIME EMPLOYEES AND ENACTING A PERSONNEL RESOLUTION ESTABLISHING THE COMPENSATION, RULES AND REGULATIONS PERTAINING TO HOURLY RATED PART-TIME EMPLOYEES - Staff recommends City Council adopt proposed resolution.
- 3) RESOLUTION NO. 2024-27; ESTABLISHING PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTION FOR CITY OFFICERS AND EMPLOYEES - Staff recommends City Council adopt proposed resolution.
- 4) RESOLUTION NO. 2024-28; RENEWING AN AGREEMENT FOR A COMMUNITY RECREATION PROGRAM WITH THE ABC UNIFIED SCHOOL DISTRICT - Staff recommends City Council adopt proposed resolution and approve agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for period of July 1, 2024, to June 30, 2025.
- 5) RESOLUTION NO. 2024-29; RENEWING AN AGREEMENT BETWEEN THE CITY AND COMMUNITY FAMILY GUIDANCE CENTER - Staff recommends City Council adopt proposed resolution which authorizes the Mayor to execute the agreement between the City of Lakewood and Community Family Guidance Center to provide counseling services to the residents of Lakewood for the period of July 1, 2024 to June 30, 2025, and provide CDBG funds in an amount not to exceed \$7,000.
- 6) RESOLUTION NO. 2024-30; RENEWING AN AGREEMENT BETWEEN THE CITY AND HUMAN SERVICES ASSOCIATION (HSA) - Staff recommends City Council adopt proposed resolution which authorizes the Mayor to execute the agreement between the City of Lakewood and Human Services Association to provide congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2024 to June 30, 2025 and provide CDBG funds in an amount not to exceed \$8,500.
- 7) RESOLUTION NO. 2024-31; RENEWING AN AGREEMENT BETWEEN THE CITY AND LAKEWOOD MEALS ON WHEELS - Staff recommends City Council adopt proposed resolution which authorizes the Mayor to execute the Agreement between the City of Lakewood and Meals on Wheels of Long Beach to direct CDBG funds in the amount of \$8,360 for the purpose of providing home delivery of nutritional meals to elderly, handicapped and convalescing residents of Lakewood and payments made for travel to volunteers performing these services for the period of July 1, 2024 to June 30, 2025.
- 8) RESOLUTION NO. 2024-32; RENEWING AN AGREEMENT BETWEEN THE CITY AND PATHWAYS VOLUNTEER HOSPICE - Staff recommends City Council adopt proposed resolution which authorizes Mayor to execute agreement between City of Lakewood and Pathways Volunteer Hospice to provide service to terminally ill and grieving residents of Lakewood for the period of July 1, 2024 to June 30, 2025 and provide CDBG funds in amount not to exceed \$7,000.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

9) TELECOMMUNICATIONS SERVICES AGREEMENT WITH ABILITA LA - Staff recommends City Council extend the telecommunications services agreement with Abilita LA for a period ending June 30, 2025, in an amount not-to-exceed \$23,100 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

10) AGREEMENT FOR PUBLICATION OF RECREATION AND COMMUNITY SERVICES CATALOG WITH ADVANTAGE MAILING, LLC - Staff recommends City Council authorize the Mayor to execute the Agreement with Advantage Mailing, LLC, subject to approval as to legal form by the City Attorney to contract services for publication of the Recreation and Community Services Catalog from July 1, 2024 to June 30, 2025. Not to exceed \$49,160.

11) AGREEMENT FOR CROSSING GUARD SERVICES WITH ALL CITY MANAGEMENT SERVICES, INC. - Staff recommends City Council approve agreement with All City Management Services, Inc. for contract crossing guard services at ten designated posts and as-needed relief coverage citywide during the 2024-2025 and 2025-2026 school years for the term commencing July 1, 2024, through June 30, 2026, and authorize the Mayor to sign the agreement as approved by the City Attorney.

12) AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH ARDURRA GROUP INC. - Staff recommends City Council approve the amendment to the consulting agreement with Ardurra Group Inc. for Engineering & Project Management Support Services, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

13) AGREEMENT FOR ENGINEERING SERVICES WITH ASSOCIATED SOILS ENGINEERING, INC. - Staff recommends City Council extend the engineering services agreement with Associated Soils Engineering for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for geotechnical work, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

14) THIRD AMENDMENT TO AGREEMENT FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE WITH BAKERSFIELD WELL & PUMP CO. - Staff recommends City Council approve third amendment to agreement with Bakersfield Well & Pump Co. of Bakersfield, CA for on-call services for well and booster pump maintenance and authorize Mayor to sign agreement in a form approved by City Attorney.

15) AGREEMENT WITH BREA IT FOR INFORMATION TECHNOLOGY SERVICES – Staff recommends City Council authorize the City Manager or his designee to extend the current professional services agreement with BreaIT Solutions for Information Technology Services on a month-to-month basis for a maximum of two months.

16) AGREEMENT WITH BUCKNAM INFRASTRUCTURE GROUP FOR ANNUAL GIS SUPPORT SERVICES - Staff recommends City Council approve the amendment to the consulting agreement with Bucknam Infrastructure Group for GIS Support Services starting July 1, 2024, and authorize the Mayor to sign the amendment in a form approved by the City Attorney; authorize Lakewood's Annual GIS Support Services for an annual fee of \$35,040; authorize the use of Measure R in the amount of \$17,520; and authorize the use of Measure M in the amount of \$17,520.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

17) SECOND AMENDMENT TO AGREEMENT FOR ON-CALL CONSULTING SERVICES WITH CANNON CORPORATION - Staff recommends City Council approve second amendment to Professional Services Agreement with Cannon Corporation on-call consulting services for a not-to-exceed amount of \$50,000 for FY 2024-2025; and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

18) SERVICE AGREEMENT WITH CARE SOLACE, INC. - Staff recommends City Council approve FY 24-25 agreement with Care Solace, Inc. until June 30, 2025 in amount of \$67,500.

19) AMENDMENT TO AGREEMENT WITH CITY OF CERRITOS FOR REIMBURSEMENT FOR HELICOPTER PATROL SERVICES - Staff recommends City Council approve the agreement amendment with City of Cerritos for Reimbursement for Helicopter Patrol Services extending the term an additional five years to June 30, 2029, and authorize the Mayor to sign the agreement as approved by the City Attorney.

20) AGREEMENT FOR HARDSCAPE MAINTENANCE WITH CJ CONSTRUCTION - Staff recommends City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

21) AGREEMENT WITH CRAFTWATER ENGINEERING - Staff recommends City Council renew the on-call Engineering Services Agreement with Craftwater Engineering, Inc. for a one-year period ending June 30, 2025, and authorize the mayor to sign the amendment in a form approved by the City Attorney.

22) AGREEMENT WITH CREATE-A-PARTY RENTALS FOR SPECIAL EVENTS - Staff recommends City Council authorize the Mayor to execute the Agreement for Create-A-Party Rentals to provide rented special event equipment to the city, subject to approval as to legal form by the City Attorney. The agreement is to commence on July 1, 2024 and terminate on June 30, 2026 at a contracted rate not to exceed \$33,456.80 in fiscal year 2024-2025 and not to exceed \$35,143.65 in fiscal year 2025-2026.

23) AGREEMENT FOR ON-CALL ARCHITECTURAL SERVICES WITH DAHLIN GROUP - Staff recommends City Council amend the on-call architectural services agreement with Dahlin Group, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

24) AGREEMENT WITH DEKRA-LITE FOR CENTRE DECOR - Staff recommends City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one-year period ending June 30, 2025, in an amount not to exceed \$70,000 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

25) SECOND AMENDMENT TO AGREEMENT WITH DIVE/CORR, INC. FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE – Staff recommends City Council approve second amendment to agreement with Dive/Corr, Inc. for not-to-exceed amount of \$25,000 for FY 2024-2025 for water storage facility inspection and maintenance and authorize Mayor to sign agreement in form approved by City Attorney.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

26) THIRD AMENDMENT TO AGREEMENT WITH DOTY BROS CONSTRUCTION FOR ON-CALL EMERGENCY UTILITY REPAIRS – Staff recommends City Council approve third amendment to professional services agreement with Doty Bros. Construction and extend contract to June 30, 2025, and authorize Mayor to sign amendment to the corresponding agreement.

27) AGREEMENT FOR YOUTH TRANSPORTATION SERVICES WITH DURHAM SCHOOL SERVICES - Staff recommends City Council authorize the Mayor to execute the Agreement for Durham School Services, L.P. to provide charter bus transportation to the city, subject to approval as to legal form by the City Attorney. The agreement is to commence on July 1, 2024 and terminate on June 30, 2025, at a contracted rate not to exceed \$46,500.

28) AMENDMENT FOR REFUSE COLLECTION AND RECYCLING SERVICES WITH EDCO WASTE SERVICES - Staff recommends City Council approve the 2024 Amendment to the agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

29) AGREEMENT WITH FAIR HOUSING CONSULTANTS - Staff recommends City Council approve the renewal of the contract and scope of services with Sharron Hillery for fair housing consulting services through June 30, 2025, and authorize the contract amount not to exceed \$38,700/ for the year.

30) AGREEMENT FOR ON-CALL ELECTRICAL ENGINEERING SERVICES WITH FBA ENGINEERING - Staff recommends City Council renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2024-2025 in an amount not-to-exceed \$100,000, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

31) AGREEMENT FOR ELECTRICAL SUPPORT SERVICES WITH FINELINE ELECTRIC - Staff recommends City Council extend the Service Provider agreement with Fineline Electric for electrical support services for FY 2024-2025, in an amount not to exceed \$55,000, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

32) AGREEMENT FOR STORM WATER SERVICES WITH G2 CONSTRUCTION, INC. - Staff recommends City amend the storm water services agreement with G2 Construction, Inc. for period ending June 30, 2025, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

33) RESOLUTION NO. 2024-33; AMENDING AN AGREEMENT BETWEEN THE CITY AND JOE A. GONSALVES AND SON, INC.– Staff recommends City Council adopt proposed resolution.

34) THIRD AMENDMENT TO AGREEMENT WITH GREENE BACKFLOW FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES – Staff recommends City Council approve third amendment to agreement with Greene Backflow for not-to-exceed amount of \$20,000.00 for FY 2024-2025 for backflow testing services; and authorize Mayor to sign amendment to corresponding agreement.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

35) SECOND AMENDMENT TO AGREEMENT WITH CITY OF HAWAIIAN GARDENS FOR HELICOPTER PATROL SERVICES - Staff recommends City Council approve the second amendment to the agreement with the City of Hawaiian Gardens extending the term for air support services one additional year and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

36) AGREEMENT WITH HDL COREN & CONE FOR PROPERTY TAX CONSULTING AND AUDIT SERVICES - Staff recommends City Council authorize City Manager or designee to enter agreement for property tax consulting and audit services with HdL Coren & Cone in an amount not to exceed \$21,450.

37) AGREEMENT FOR FIRE AND BURGLAR SECURITY SYSTEMS MONITORING AND MAINTENANCE SERVICES WITH JMG SECURITY SYSTEMS INC. - Staff recommends City Council authorize an appropriation of \$17,696 from the General Fund, plus a contingency of \$12,304 from the General Fund, for a total of \$30,000 to the account 10109922-58800-70006; and approve the Monitoring and Maintenance agreement for fire and burglar security systems with JMG Security Inc., commencing June 11, 2024, and ending June 30, 2025, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

38) AGREEMENT FOR STORM WATER SERVICES WITH JOHN L. HUNTER & ASSOCIATES - Staff recommends City Council amend the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2025, in a not-to-exceed budgeted amount for storm water consultant services and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

39) AGREEMENT WITH KILEY AND ASSOCIATES FOR FEDERAL GOVERNMENTAL RELATIONS SERVICES - Staff recommends City Council authorize City Manager or designee to enter agreement with Kiley and Associates for FY 2025-25 in amount of \$45,000.

40) AGREEMENT WITH KOSMONT COMPANIES FOR ECONOMIC DEVELOPMENT CONSULTING - Staff recommends City Council approve the PSA with Kosmont for an amount not to exceed \$75,000.

41) AGREEMENT FOR MEDIAN LANDSCAPE MAINTENANCE AND MOWING SERVICES OF CITY FACILITIES WITH LANDCARE - Staff recommends City Council authorize the Mayor to execute the agreement with LandCare, subject to approval as to legal form by the City Attorney, to commence on July 1, 2024 and terminate on June 30, 2025, with the option to extend agreement in one year increments through June 30, 2027 at a contracted price not to exceed \$99,780 annually.

42) AGREEMENT FOR ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES WITH LIFTECH ELEVATOR SERVICES, INC. - Staff recommends City Council amend the elevator services agreement with Liftech Elevator Services, Inc., for a period of one year ending June 30, 2025, in an amount not-to-exceed \$20,000 per year, and authorize the Mayor to sign the amendment in a form as approved by the City Attorney.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

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

44) AGREEMENT WITH ADRIANA LOPEZ FOR HOMELESS SERVICES LIAISON - Staff recommends City Council approve an agreement with Adriana Lopez to serve as the Homeless Services Liaison for the term of July 1, 2024 through June 30, 2025 and authorize the Mayor to sign the agreement as approved by the City Attorney.

45) SECOND AMENDMENT TO AGREEMENT WITH LOS ANGELES COUNTY FOR COMMUNITY PROSECUTOR PROGRAM - Staff recommends the City Council approve an agreement amendment with Los Angeles County through the Office of the District Attorney for the Community Prosecutor Program, and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

46) AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES WITH LSA ASSOCIATES, INC. - Staff recommends City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for transportation planning and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

47) AGREEMENT WITH MACERICH LAKEWOOD LP FOR LAW ENFORCEMENT SERVICES AT LAKEWOOD CENTER MALL - Staff recommends City Council approve the agreement with Macerich Lakewood LP for funding one deputy sheriff from July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement approved as to form by the City Attorney.

48) THIRD AMENDMENT TO AGREEMENT WITH MACRO AUTOMATICS FOR SCADA SYSTEM MAINTENANCE - Staff recommends City Council approve the third amendment to professional services agreement with Macro Automatics Corporation for not-to-exceed amount of \$60,140 for FY 2024-2025; and authorize Mayor to sign agreement as approved by City Attorney.

49) AGREEMENT FOR ENGINEERING AND TRAFFIC SURVEY SERVICES WITH NEWPORT TRAFFIC STUDIES - Staff recommends City Council extend the engineering and traffic survey services agreement with NTS for a period ending June 30, 2025, in an amount not to exceed budgeted amounts and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

50) AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES WITH NICHOLLS CONSULTING - Staff recommends City Council amend the environmental services agreement with Nicholls Consulting for a period ending June 30, 2025 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

51) SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MAINTENANCE OF BOLIVAR PARK STORMWATER CAPTURE FACILITY - Staff recommends City Council approve second amendment to agreement with O.C. Vacuum Environmental Services for a not-to-exceed amount of \$80,000.00 for FY 2024-2025 for maintenance of Bolivar Park Stormwater Capture Facility; and authorize Mayor to sign agreement as approved by City Attorney.

52) AGREEMENT FOR ON-CALL HAZARDOUS WASTE REMOVAL SERVICES WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. - Staff recommends City renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2025, in an amount not to exceed \$135,000 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

53) SECOND AMENDMENT TO AGREEMENT WITH OSCAR'S ELECTRIC, INC. FOR ON-CALL ELECTRICAL SERVICES - Staff recommends City Council approve second amendment to professional services agreement with Oscar's Electric, Inc. for on-call electrical services for not-to-exceed amount of \$40,000.00 for FY 2024-2025 and authorize Mayor to sign contract in form approved by City Attorney.

54) AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES WITH PCI - Staff recommends City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for pavement striping and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

55) AGREEMENT FOR ON-CALL MECHANICAL AND PLUMBING ENGINEERING SERVICES WITH POCOCK DESIGN SOLUTIONS INC. - Staff recommends City Council renew the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2025, in an amount Not-To-Exceed \$60,000, and authorize the Mayor to sign the amendment in a form as approved by the City Attorney.

56) SECOND AMENDMENT TO AGREEMENT WITH SALVATION ARMY FOR BELL SHELTER - Staff recommends City Council approve the second amendment to the agreement with Salvation Army for dedicated crisis shelter beds at their Bell Shelter, starting July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

57) AGREEMENT WITH SAMS PAINTING FOR FIX-UP PAINT-UP PROGRAM – Staff recommends City Council approve the renewal of the contract and scope of services to provide \$27,000 budgeted for painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Sams Painting through June 30, 2025.

58) AGREEMENT FOR ENVIRONMENTAL SERVICES WITH S.C.S. ENGINEERS - Staff recommends City Council amend the environmental services agreement with S.C.S. Engineers for a period ending June 30, 2025 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

59) AGREEMENT FOR FIRE AND BURGLAR SECURITY SYSTEMS MONITORING AND MAINTENANCE SERVICES WITH SECURITAS TECHNOLOGY - Staff recommends City Council extend the Monitoring and Maintenance agreement for fire and burglar security systems with Securitas Technology, for a three month period ending September 30, 2024, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

60) AGREEMENT FOR STREET BANNER MARKETING PROGRAM WITH SIERRA INSTALLATIONS, INC. - Staff recommends City Council extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$55,000, for a one-year period ending June 30, 2025, and authorize the Mayor to sign the renewal agreement in a form approved by the City Attorney.

61) AGREEMENT FOR CONSTRUCTION CONSULTANT SERVICES WITH SOMERS ENTERPRISES - Staff recommends the City Council approve the amendment to the consulting agreement with Somers Enterprises for a one-year period ending June 30, 2025, in an amount not to exceed \$250,000, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

62) AGREEMENT FOR HVAC AND REFRIGERATION MAINTENANCE AND REPAIR SERVICES WITH SOUTHLAND INDUSTRIES - the amendment to the HVAC and Refrigeration maintenance service agreement with Southland Industries for a one-year period ending June 30, 2025, in an amount not to exceed \$150,000 per year, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

63) AGREEMENT WITH SOUTHWEST PATROL INC. FOR PRIVATE SECURITY PATROLS - Staff recommends the City Council approve an agreement with Southwest Patrol, Inc. for private security patrol of four security guards July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

64) AGREEMENT FOR HELICOPTER MAINTENANCE WITH STEAM AIRCRAFT, INC. – Staff recommends City Council approve the agreement for Helicopter Maintenance with STEAM Aircraft Inc. from July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement as approved by the City Attorney.

65) AGREEMENT WITH T2 SYSTEMS FOR CLOUD HOSTED PARKING CONTROL SOFTWARE PROGRAM - Staff recommends City Council authorize the City Manager or his designee to enter into an annual maintenance agreement with T2 Systems for a cost not to exceed \$26,230.19 in FY 2024-25 and have the City Attorney approve as to form.

66) CONSULTANT SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve consultant services agreement with Telecom Law Firm, PC for period ending June 30, 2025, and authorize Mayor to sign agreement in form approved by City Attorney.

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### **PUBLIC HEARINGS:** - Continued

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2024-25 AND 2025-26

67) LEGAL SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve legal services agreement with Telecom Law Firm, PC for period ending June 30, 2025, and authorize Mayor to sign agreement in form approved by City Attorney.

68) AGREEMENT WITH TETRA TECH, INC. FOR CONSULTING SERVICES FOR MAYFAIR WATER CAPTURE PROJECT - Staff recommends the City Council approve Amendment No. 12 to extend Tetra Tech's contract to provide additional support services during construction for the Mayfair Park Water Capture Project through June 30, 2025, and authorize the Mayor to sign the Amendment in a form approved by the City Attorney.

69) AGREEMENT WITH TYLER TECHNOLOGIES INC. FOR MUNIS ACCOUNTING SOFTWARE LICENSES AND SUPPORT - Staff recommends City Council authorize the City Manager or his designee to enter into an agreement with Tyler Technologies, Inc. for FY 2024-25 in an amount not to exceed \$182,157.73 for accounting software licensing and support.

70) THIRD AMENDMENT TO AGREEMENT WITH WATERLINE TECHNOLOGIES FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE – Staff recommends City Council approve third amendment to agreement with Waterline Technologies, for not-to-exceed amount of \$120,000.00 for delivery of 12.5% sodium hypochlorite through June 30, 2025; and authorize Mayor to sign corresponding agreement.

71) PURCHASING AGREEMENT WITH WATERLINE TECHNOLOGIES FOR WATER DISINFECTANT – Staff recommends City Council amend the agreement with Waterline Technologies of Santa Ana, CA for Delivery of 12.5% Sodium Hypochlorite and Hydrochloric Acid to June 30, 2025, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

72) AGREEMENT FOR ENGINEERING SERVICES WITH WILLDAN - Staff recommends City Council approve an Amendment to the Agreement for Engineering Services with Willdan and authorize the Mayor to sign the revision in a form approved by the City Attorney.

73) THIRD AMENDMENT TO AGREEMENT WITH WORLDWIDE RECOVERY SYSTEMS, INC. - Staff recommends City Council approve third amendment to the agreement with Worldwide Recovery Systems, Inc. for not-to-exceed amount of \$68,000 for the transportation and disposal of nonhazardous waste through June 30, 2025; and authorize Mayor to sign amendment to corresponding agreement.

74) RESOLUTION NO. 2024-34; AMENDING THE RATE FOR BIN AND SPECIAL REFUSE SERVICES - Staff recommends City Council adopt the proposed resolution.

#### 1.2 RESOLUTION NO. 2024-35; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE NORMAL QUANTITATIVE RATE CONTAINED IN SECTION 10 OF THE CITY'S "WATER SERVICE PROCEDURE MANUAL," AND AMENDING THE RECYCLED WATER RATE - Staff recommends City Council adopt the proposed resolution.

## City Council Agenda

June 11, 2024

Page 12

### **PUBLIC HEARINGS: - Continued**

- 1.3 INTRODUCTION OF ORDINANCE NO. 2024-4; AMENDING THE LAKEWOOD MUNICIPAL CODE TO AUTHORIZE BACKYARD BEEKEEPING OF HONEYBEES WITHIN BOTH THE R-1 (SINGLE FAMILY RESIDENTIAL) AND R-A (RESIDENTIAL AGRICULTURE) ZONING DISTRICTS FOR THOSE LOTS ADJACENT TO AREAS ZONED EITHER AS A (AGRICULTURE) OR O-S (OPEN SPACE), IN WHICH APIARIES ARE ALSO PROPOSED TO BE ALLOWED USES PROVIDED THEY ARE NOT A SCHOOL OR A PUBLIC PARK - Staff recommends City Council introduce the proposed ordinance. *[Continued from April 23, and May 28, 2024]*

### **LEGISLATION:**

- 2.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2024-3; AMENDING ARTICLE IX OF THE LAKEWOOD MUNICIPAL CODE ESTABLISHING A MIXED-USE OVERLAY ZONE AND RELATED DEVELOPMENT STANDARDS AND PROCEDURES - Staff recommends City Council adopt proposed ordinance.

### **REPORTS:**

- 3.1 605 ALL STAR BAND DONATION REQUEST - Staff recommends City Council approve \$5,000 from the General Fund as a contribution to the 605 All-Star Band; authorize the City Manager or designee to coordinate with the 605 All Star Band and the City of Bellflower on a moving street closure for a practice parade march on December 1, 2024; and approve the City to provide in-kind services to assist with the practice parade.

## **AGENDA**

### **LAKWOOD HOUSING SUCCESSOR AGENCY**

1. REGISTER OF DEMANDS - Staff recommends Housing Successor Agency approve register 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](mailto: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](http://www.lakewoodcity.org)

*Adjourned*

## COUNCIL STUDY SESSION

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** 2024 Beekeeping Ordinance

### CHRONOLOGY

- On March 7, 2024 - the Planning and Environment Commission (PEC) conducted a public hearing regarding the 2024 Beekeeping Ordinance and recommended approval of the ordinance to the City Council along with the related categorical exemption.
- On August 8, 2023 - The City Council directed staff to study and prepare such an ordinance.
- On February 1, 2024, a PEC study session was conducted, The PEC gave staff direction to:
  - 1) Require a site plan “over the counter” staff review with no surrounding property owner notification or adjacent property owner agreements; and
  - 2) Allow beekeeping in the R-1 (Single Family Residential) and R-A (Residential Agricultural) zones, if the backyard is adjacent to land zoned for A (Agriculture) or O-S (Open Space), and provided it is not a school or public park. This will allow an open field flyout zone for the bees to begin foraging. Commercial beekeeping is allowed in the A and O-S zoning districts.

### ALLOWED ZONES:

- Beekeeping currently is allowed only on the two lots currently zoned A (Agricultural).
- The proposed ordinance allows commercial apiaries to be established on lots in the A and the O-S (Open Space) zoning district, subject to the same provisions listed in the A zone district.
- The proposed ordinance extends the ability to establish backyard apiaries to approximately 1,530 privately owned residential lots within the R-1 zone (*1,335 lots*) and R-A zone (*195 lots*), where the backyard of such residential lots is adjacent to a lot in the A or O-S zone district and where such lots are not currently used for an existing school (*public or private*), or a public park, subject to proposed location and operational standards.
- Option add all R-1 lots. Staff does not support this option to add over 21,300 residential lots

### BEEHIVE STANDARDS - Locational and operational standards for backyard beekeeping:

- Requirement for an approved site plan review.
- Compliance with “Best Management Practices for Backyard Beekeeping in Lakewood.”
- Registration and Identification.
  - Annual registration of each hive with the LA County Agriculture Commissioner.
  - Each hive permanently identified with owner name, address, email, and phone number.
- Number of Hives. One hive per 1,500 square feet of lot area and no more than four.
- Hive Location.
  - No hive shall be located within fifty (50) feet of any public street or highway, any public park, any school, or any residence otherwise not allowed to have an apiary.

- No hive shall be located in the front, side or rear yard setback areas of a lot.
- No hive shall be located within four (4) feet of any property line.
- Hives shall not be readily visible from a public right-of-way.
- Hives shall be located between any residence and the rear property line.
- Hives shall be in a secure quiet location that is dark during nighttime hours.
- Hive entrances shall be oriented to the south or west and a minimum ten (10) feet away from any entrance to a structure located on neighboring properties.
- Multiple hives may be located together.
- Hive Design/Storage. The beehive design shall incorporate the following:
  - Hives shall be painted a light color to assist in keeping hive cooler in the hot sun.
  - Hives shall have removable frames to facilitate maintenance transfers and inspections.
  - Hive materials and equipment shall be stored in a sealed container or an enclosed building.
- Flight Paths. Honeybees shall be encouraged to fly up and away from the property by:
  - Locating hives, a minimum of eight (8) feet above the adjacent ground level, or
  - Locating hives, a minimum four (4) feet away from a minimum six (6) foot tall perimeter solid wall, fence or dense hedge located on or adjacent to the property line.
- Water. Beehives shall have an adequate on-site continually clean, fresh, and circulating water source that does not become a breeding ground for mosquitoes.
- Hive Maintenance. Beekeepers shall maintain apiaries in compliance with the City approved guidelines titled “Best Management Practices for Backyard Beekeeping in Lakewood.” These guidelines include recommendations regarding regular inspections, proper record keeping, swarm prevention, overcrowding reduction, disease control, deterrents to bee nectar robbing, and the need for periodic queen replacement.
- Food Production. Regulate food production (*honey*) if sold as a cottage food enterprise.


**PUBLIC NUISANCE:** Ordinance defines when bees become an enforceable public nuisance.

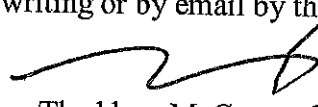
- Honeybees in an appropriate zone and in an approved, properly maintained and operated beehive that has a current and valid permit issued by the LA County Agricultural Commissioner annually are acceptable, as long as the bee colony remains docile.

Honeybees and other flying insects identified as wasps, hornets, and yellow jackets are subject to enforcement, as follows:

- Quantity and Duration. It is unlawful for any property owner to have, allow to remain, or maintain on their lot for more than 48 consecutive hours any group of the flying insects listed above in a cluster that exceeds a 12-inch circumference or 4-inch diameter (*e.g. softball size*) or collectively has more than 500 of such flying insects on a lot.
- This shall include any hive, comb, nest, swarm, colony, breeding ground or a group of flying insects commonly known as bees, wasps, hornets, or yellow jackets.
- Any colony of flying insects that are not in an approved and properly permitted beehive.
- Any group of flying insects including honeybees that exhibit aggressive or overly defensive behavior, or that otherwise interferes with the quiet and normal use of residential property.
- An abandoned, unmaintained, or otherwise non-conforming beehive.
- Any beekeeping activities that do not comply with locational and operational standards.

- Any bee colony or beehive requiring relocation, extermination or destruction, as determined necessary by a beekeeping professional or service.
- Maintenance. It is unlawful to intentionally or unintentionally maintain or fail to maintain any property, including any building, device, or vegetation in such a manner that it allows and encourages such insects to remain and thrive on the property in any life stage and/or to return to the property once removed, or the failure to remove any such nest, hive, colony or swarm within ten (10) days of notification of such failure in writing or by email by the City.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

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


*Routine Items*

**COUNCIL AGENDA**  
June 11, 2024

**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>
<b>FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
None			
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
None			
<b>PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Oswaldo Reynoso	Maintenance Trainee I	B	05/28/2024
Ramiro Villaneda Diaz	Maintenance Trainee I	B	05/28/2024
<b>B. Changes</b>			
Soraya Ashouri	Recreation Leader II Community Services Leader II	A to B	05/26/2024
Leslie Solorzano	Recreation Leader II Community Services Leader II	A to B	05/26/2024
Jozue Solorzano	Community Services Leader IV Community Services Leader III	B to B	06/09/2024
<b>C. Separations</b>			
Luis Medina	Maintenance Services Aide IV	B	05/24/2024



Thaddeus McCormack  
City Manager

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

**CITY OF LAKEWOOD**  
**FUND SUMMARY 5/23/2024**

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

1010	GENERAL FUND	1,155,788.21
1025	AMERICAN RESCUE PLAN	165,897.82
1030	CDBG CURRENT YEAR	11,225.00
1035	CASP CERTIFICATION & TRNG FUND	4.00
1050	COMMUNITY FACILITY	3,309.13
1090	LAKEWOOD EQUESTRIAN CENTER	11,579.76
1336	STATE COPS GRANT	16,666.66
1500	MISC-SPECIAL REVENUE FUND	91.64
1621	LA CNTY MEASURE R	2,802.50
1622	LA CNTY MEASURE M	7,944.00
1640	BEV CONTAINER REC GRANT	47.50
3001	CAPITAL IMPROV PROJECT FUND	34,440.00
3060	PROPOSITION "A"	22,622.00
3070	PROPOSITION "C"	246.73
5010	GRAPHICS AND COPY CENTER	88.19
5020	CENTRAL STORES	2,827.56
5030	FLEET MAINTENANCE	9,389.79
7500	WATER UTILITY FUND	576,240.48
8030	TRUST DEPOSIT	44,414.54
		<hr/>
		2,065,625.51

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
05/22/2024	PERRIS FENCE & SUPPLY	281.00
05/22/2024	ABRUSCATO, DIANA	429.00
05/22/2024	ADAMS-HILLERY SHARRON	3,225.00
05/22/2024	AFFORDABLE GENERATOR SERVICES INC	4,803.40
05/22/2024	ALL CITY MANAGEMENT SERVICES INC	11,743.80
05/22/2024	MNRO HOLDINGS LLC	293.48
05/22/2024	AMAZON CAPITAL SERVICES INC	2,911.45
05/22/2024	AMERICAN TRUCK & TOOL RENTAL INC	359.55
05/22/2024	N. HARRIS COMPUTER CORPORATION	23,653.62
05/22/2024	BACKSTREET SURVEILLANCE INC	5,027.00
05/22/2024	BANC OF AMERICA PUBLIC CAPITAL CORP	390,154.69
05/22/2024	BC RENTALS LLC	337.95
05/22/2024	BELL EVENT SERVICES INC	2,650.00
05/22/2024	BELTRAN, PAOLO	160.80
05/22/2024	BUCKNAM PETER JOSEPH	10,746.50
05/22/2024	CAL STATE AUTO PARTS INC	187.09
05/22/2024	CALIF. STATE DISBURSEMENT UNIT	650.86
05/22/2024	CALIFORNIA CONTRACT CITIES ASN	50.00
05/22/2024	CALIFORNIA STATE DEPT OF JUSTICE	1,792.00
05/22/2024	CERRITOS, CITY OF	6,950.40
05/22/2024	CASTELLO-CHASE, CASSANDRA	168.84
05/22/2024	CINTAS CORPORATION	126.56
05/22/2024	CAMERON WELDING SUPPLY	200.56
05/22/2024	CREATE A PARTY INC	2,307.18
05/22/2024	CROFT, STEVE	162.14
05/22/2024	CUOMO, BIAGIO	175.85
05/22/2024	DAHLIN GROUP INC	20,446.50
05/22/2024	DANIEL'S TIRE SERVICE INC	995.94
05/22/2024	DELTA DENTAL INSURANCE COMPANY	809.48
05/22/2024	DIAMOND ENVIRONMENTAL SERVICES LP	1,369.00
05/22/2024	EMPLOYMENT DEVELOPMENT DEPT	40.00
05/22/2024	FLUE STEAM INC	511.25
05/22/2024	GANAHL LUMBER COMPANY	110.43
05/22/2024	GOLDEN SANDS CHORUS	400.00
05/22/2024	GOLDEN STATE WATER COMPANY	11,202.92
05/22/2024	GRAINGER W W INC	149.30
05/22/2024	GREEN WISE SOIL TECHNOLOGIES	882.00
05/22/2024	GREENE BACKFLOW	756.00
05/22/2024	HACH COMPANY	434.40
05/22/2024	HACIENDA SOSEGADO LLC	10,836.50
05/22/2024	HARA M LAWNMOWER CENTER	113.01
05/22/2024	HOME DEPOT	773.52
05/22/2024	INFOSEND INC	16,015.44
05/22/2024	JHM SUPPLY INC	343.25

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
05/22/2024	JONES RICHARD D. A PROF LAW CORP	17,252.50
05/22/2024	KOSMONT & ASSOCIATES INC	1,706.90
05/22/2024	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
05/22/2024	LAKEWOOD, CITY OF	100.00
05/22/2024	LAKEWOOD, CITY WATER DEPT	47,018.11
05/22/2024	LIFTECH ELEVATOR SERVICES INC	447.00
05/22/2024	LINCOLN EQUIPMENT INC	889.92
05/22/2024	LONG BEACH PUBLIC TRANSPORTATION CO	22,622.00
05/22/2024	LOS ANGELES CO SHERIFFS DEPT	1,150,634.31
05/22/2024	MAGIC JUMP RENTALS INC	696.20
05/22/2024	MAJOR LEAGUE MUSIC INC	150.00
05/22/2024	MARTIN MARIETTA MATERIALS INC	670.00
05/22/2024	MC MASTER-CARR SUPPLY CO	153.43
05/22/2024	MEJIA, EDMUNDO	145.30
05/22/2024	NAGY KAREN	1,500.00
05/22/2024	NATIONAL UNION FIRE INSURANCE CO	426.15
05/22/2024	NICHOLLS CONSULTING INC	142.50
05/22/2024	NORFIELD DEVELOPMENT PARTNERS LLC	840.00
05/22/2024	O'REILLY AUTOMOTIVE STORES INC	1,395.29
05/22/2024	DY-JO CORPORATION	570.00
05/22/2024	PAYMENTUS CORPORATION	9,595.58
05/22/2024	LONG BEACH PUBLISHING CO	539.97
05/22/2024	RODRIGUEZ, EDIANNE	121.00
05/22/2024	SAENZ, ELIZABETH	431.67
05/22/2024	SAFETY-KLEEN CORP	647.54
05/22/2024	SCHRUBBE, JACQUELINE	1,026.81
05/22/2024	SECTRA SECURITY INC	227.78
05/22/2024	SHANE, DANIEL WALROND	125.00
05/22/2024	SHARP ELECTRONICS CORPORATION	1,189.88
05/22/2024	SITEONE LANDSCAPE SUPPLY LLC	1,576.71
05/22/2024	SKYHAWKS SPORTS ACADEMY LLC	672.75
05/22/2024	SO CALIF SECURITY CENTERS INC	199.11
05/22/2024	SOLID SURFACE CARE INC	3,353.15
05/22/2024	SOMERS ENTERPRISES INC	7,260.00
05/22/2024	SOUTHERN CALIFORNIA EDISON CO	46,893.67
05/22/2024	SOUTHERN CALIFORNIA EDISON CO	189.02
05/22/2024	SOUTHERN CALIFORNIA GAS CO	477.18
05/22/2024	SOUTHLAND INDUSTRIES	19,699.50
05/22/2024	SOUTHWEST PATROL INC	19,680.00
05/22/2024	STATE WATER RESOURCES CONTROL BOARD	51,002.38
05/22/2024	STEIN, ANDREW T	4,154.38
05/22/2024	TGIS CATERING SVCS INC	7,749.53
05/22/2024	THE HITT COMPANIES	440.69
05/22/2024	THE SALVATION ARMY	13,680.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
05/22/2024	TNEMEC COMPANY INC	1,559.28
05/22/2024	TRANSAMERICA LIFE INSURANCE COMPANY	1,038.19
05/22/2024	TURF STAR	235.00
05/22/2024	ULINE	275.56
05/22/2024	HD SUPPLY INC	616.67
05/22/2024	CELLCO PARTNERSHIP	5,944.53
05/22/2024	WATERLINE TECHNOLOGIES INC	10,698.52
05/22/2024	WAXIE ENTERPRISES INC	2,702.48
05/22/2024	WEST COAST SAND AND GRAVEL INC	1,838.01
05/22/2024	WILLDAN ASSOCIATES	34,440.00
05/22/2024	WOOD RODGERS INC	13,232.50
05/22/2024	WORLDWIDE RECOVERY SYSTEMS INC	15,328.20
05/22/2024	WYNN, LAKYN	113.75
05/22/2024	ALEXANDER, ANTIONETTE	250.00
05/22/2024	AMIT DANIELYEN	54.00
05/22/2024	ANDREW CATOR	82.16
05/22/2024	LAKEWOOD HIGH SCHOOL	250.00
05/22/2024	MARTINEZ, DAISY	154.84
05/22/2024	MCCULLOUGH, TENEALE	550.00
05/22/2024	SPROUSE, SARAH	40.00
05/22/2024	SPROUSE, SARAH	40.00
05/22/2024	TESLA ENERGY OPERATIONS INC	317.92
<b>Total:</b>		<b>2,065,625.51</b>

**CITY OF LAKEWOOD  
FUND SUMMARY 5/30/2024**

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	234,062.68
1015	SPECIAL OLYMPICS	45.37
1020	CABLE TV	1,449.92
1030	CDBG CURRENT YEAR	5,166.03
1050	COMMUNITY FACILITY	2,988.83
1090	LAKEWOOD EQUESTRIAN CENTER	9,000.79
1622	LA CNTY MEASURE M	4,310.22
1623	LA CNTY MEASURE W-REGIONAL	2,451.25
3070	PROPOSITION "C"	477,366.90
5010	GRAPHICS AND COPY CENTER	830.27
5020	CENTRAL STORES	1,654.21
5030	FLEET MAINTENANCE	3,970.66
7500	WATER UTILITY FUND	49,242.68
8020	LOCAL REHAB LOAN	150.38
8030	TRUST DEPOSIT	106.24
		<hr/>
		<b>792,796.43</b>

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
05/30/2024	SHAKER NERMINE	1,925.00
05/30/2024	AGRI-TURF DISTRIBUTING	1,484.43
05/30/2024	ALLEN, JOHNNY	222.30
05/30/2024	AMAZON CAPITAL SERVICES INC	1,890.11
05/30/2024	AMERICAN SOCCER COMPANY INC	1,154.67
05/30/2024	ARELLANO DAVID	326.96
05/30/2024	BERG, APRIL	1,296.00
05/30/2024	BRIZUELA XOCHITL	374.40
05/30/2024	CALIFORNIA RESOURCE RECOVERY ASSOCIATION	400.00
05/30/2024	CERRITOS, CITY OF	14,143.34
05/30/2024	CHICAGO TITLE CO	154.00
05/30/2024	CJ CONCRETE CONSTRUCTION INC	9,476.25
05/30/2024	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG	1,395.00
05/30/2024	COCHICO, WILFRED Z	64.95
05/30/2024	COLOR CARD ADMINISTRATOR CORP	37.54
05/30/2024	CORE & MAIN LP	2,702.46
05/30/2024	CREATE A PARTY INC	2,307.17
05/30/2024	CS ASSOCIATED MUNICIPAL SALES LLC	2,562.56
05/30/2024	ESTRADA, TERESA	37.60
05/30/2024	FERGUSON ENTERPRISES INC	983.63
05/30/2024	FONTELA, THAO	2,299.70
05/30/2024	FROST, VALARIE A	89.96
05/30/2024	GIACHELLO, LENNY	390.00
05/30/2024	GRAFFITI TRACKER INC	7,000.00
05/30/2024	GRAINGER W W INC	155.46
05/30/2024	HOME DEPOT	2,459.03
05/30/2024	JHM SUPPLY INC	958.95
05/30/2024	KLASSEN WOOD COMPANY	8,086.32
05/30/2024	LAKEWOOD, CITY OF	100.00
05/30/2024	LIEBERT CASSIDY WHITMORE	6,568.50
05/30/2024	LOS ANGELES CO. CHIEF INFO OFFICE	9,903.00
05/30/2024	LA COUNTY DEPT OF PUBLIC WORKS	71,859.81
05/30/2024	MARKLEY, ELIZABETH	234.00
05/30/2024	NATIONAL SHERIFFS' ASSOCIATION	99.00
05/30/2024	OC VACUUM INC	2,451.25
05/30/2024	ROGERS, TODD	170.18
05/30/2024	SMART & FINAL INC	73.84
05/30/2024	MWB COPY PRODUCTS INC	115.76
05/30/2024	SOUTHERN CALIFORNIA EDISON CO	31,258.93
05/30/2024	SOUTHWEST PATROL INC	19,680.00
05/30/2024	SPECIALTY TIRES LLC	507.98
05/30/2024	SPICERS PAPER INC	830.27
05/30/2024	STEPHENS, ERIC	97.50
05/30/2024	SUPERIOR COURT OF CALIFORNIA	9,589.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
05/30/2024	SUPERIOR COURT OF CALIFORNIA	13,192.50
05/30/2024	TETRA TECH INC	16,265.00
05/30/2024	THE RINKS-LAKEWOOD ICE	382.20
05/30/2024	U S BANK NATIONAL ASSOCIATION	61,965.68
05/30/2024	VOORHEES, RONDA	195.00
05/30/2024	WATERLINE TECHNOLOGIES INC	1,843.38
05/30/2024	WAXIE ENTERPRISES INC	596.81
05/30/2024	WILBER, BILL	40.00
05/30/2024	WILLDAN ASSOCIATES	476,943.00
05/30/2024	WOOD, JEFF	168.84
05/30/2024	BRIGHT PLANET SOLAR	450.00
05/30/2024	CALACSAN, JAIME	250.00
05/30/2024	DODGE, JAY JR	1,789.91
05/30/2024	JIMENEZ, MICHAEL	250.00
05/30/2024	LOPEZ, EDDIE	46.38
05/30/2024	MONROY, GUADALUPE	250.00
05/30/2024	PALACIOS ROOFING INC	205.18
05/30/2024	RITE AID CORP #5510	5.74
05/30/2024	SANTOS, MAYRA	40.00
<b>Total:</b>		<b>792,796.43</b>

# CITY OF LAKEWOOD

## SUMMARY ACH/WIRE REGISTER MAY 2024

ACH date	Amount	Recipient	Purpose	Period
5/1/24	\$659,229.65	Various	Employee Payroll	Apr 14-27, 2024
5/1/24	\$114,842.34	IRS via F&M	Payroll - Federal Taxes	Apr 14-27, 2024
5/2/24	\$31,532.21	EDD	Payroll - State Taxes	Apr 14-27, 2024
5/3/24	\$15,443.46	VOYA	Payroll -Deferred Compensation	Apr 14-27, 2024
5/3/24	\$31,676.31	VOYA	Payroll - Deferred Compensation	Apr 14-27, 2024
5/3/24	\$3,779.55	MidAmerica	Retiree Medical Benefit	Apr 14-27, 2024
5/3/24	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 2	Apr 14-27, 2024
5/3/24	\$4,440.83	PARS via U.S. Bank	Payroll - Retirement Plan 2 of 2	Apr 14-27, 2024
5/9/24	\$129,028.83	CalPERS	Employee Medical Premiums	May 2024
5/10/24	\$1,660.89	The Technology Depot	Communications Services 1 of 1	May 2024
5/10/24	\$3,043.88	Project Shepherd	Online Contributions	Jan-Mar 2024
5/13/24	\$1.00	Edco Waste	Set-up ACH for monthly payment	May 2024
5/15/24	\$131,946.90	CalPERS	Payroll - Retirement Plan	Apr 14-27, 2024
5/15/24	\$668,536.88	Various	Employee Payroll	Apr 28-May 11, 2024
5/15/24	\$116,174.45	IRS via F&M	Payroll - Federal Taxes	Apr 28-May 11, 2024
5/16/24	\$31,667.47	EDD	Payroll - State Taxes	Apr 28-May 11, 2024
5/17/24	\$706.66	LB Meals on Wheels	Monthly Contribution	April 2024
5/20/24	\$15,558.96	VOYA	Payroll -Deferred Compensation	Apr 28-May 11, 2024
5/20/24	\$32,026.31	VOYA	Payroll - Deferred Compensation	Apr 28-May 11, 2024
5/20/24	\$7,865.83	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 1	Apr 28-May 11, 2024
5/20/24	\$4,602.42	MidAmerica	Retiree Medical Benefit	Apr 28-May 11, 2024
5/20/24	\$26,186.78	MidAmerica	Retiree Medical Benefit	May 2024
5/24/24	\$525,671.29	Edco Waste	Residential Waste Pick Up	May 2024
5/24/24	\$2,525.00	LCEA	Employee Paid Dues	May 2024
5/29/24	\$611,719.90	Various	Employee Payroll	May 12-25, 2024
5/29/24	\$99,334.85	IRS via F&M	Payroll - Federal Taxes	May 12-25, 2024
5/30/24	\$25,352.92	EDD	Payroll - State Taxes	May 12-25, 2024
5/30/24	\$254,074.00	CalPERS	Retirmnt-Unfunded Accrued Liab	May 2024
5/31/24	\$15,058.75	VOYA	Payroll -Deferred Compensation	May 12-25, 2024
5/31/24	\$32,186.31	VOYA	Payroll - Deferred Compensation	May 12-25, 2024
5/31/24	\$7,785.77	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 1	May 12-25, 2024
5/31/24	\$4,093.11	MidAmerica	Retiree Medical Benefit	May 12-25, 2024

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

# DIVIDER SHEET

## COUNCIL AGENDA

June 11, 2024

**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, Public Safety, and Capital Improvement Plan committees.

### STATEMENT OF FACT

**On April 22, 2024, the Water Resources Committee met and discussed:**

Steve Gagnon, Consultant for Raftelis Financial Consultants, Inc. (RFC), gave a presentation on the recently completed study of the city's water operations and rate structure. He explained that the following steps and factors were involved in determining the study:

- Setting the financial goals and reserve levels.
- Evaluating capital projects, financing and cash flow analysis.
- Cost allocations and rate design.

After reviewing multiple rate scenarios, the Committee asked to make changes to some of the rate-setting factors, which lowered the projected annual rate increase necessary to provide financial stability to 7% over a three-year period.

Staff spoke briefly on Prop 218, (i.e., Notification and administrative requirements for adopting new or increasing existing fees or charges for services such as water, sewer, and solid waste) and noted the timeframe needed to send a notice to every customer specifying the date of a public hearing and the proposed rate adjustment.

The Water Department's current utility management system, Sedaru, will discontinue their support for maintenance software at the end of the year. iWater was identified as an option to replace Sedaru. iWater's software facilitates the planning, monitoring, and reporting of maintenance tasks, as well as tracking of work orders and scheduling of maintenance activities.

**On May 8, 2024, the Public Safety Committee met and discussed:**

Abatement Deputy Update

Updates were provided on several locations. Property owners were encouraged to obtain a letter of agency and to maintain private property areas clear. Vacant buildings will be monitored daily. Lakewood's eight dedicated beds at Bell Shelter are occupied. Homeless Services Liaison collaborated with several agencies to provide resources for individuals.

#### Firework Stand Permits Review

Staff presented application summary details of firework stand permits for review, including the recommendation of a new organization. Staff recommended for the Committee to review the permits for recommendation to the City Council for issuance. Member Wood moved and Chairman Rogers seconded the motion to recommend to City Council.

#### Crime Trends and Statistics

Overall, Part 1 Crimes within the city were higher when compared to last year. LASD is working together with Lakewood Center Mall on strategies and operations to prevent further increases. Staff will research additional resources to assist with future operations.

#### Community Prosecutor Program Update

Updates were provided on various locations. Deputy District Attorney is working with several agencies on cases involving Lakewood.

#### Public Safety Department Update

Staff provided updates on recent community events. Community Safety Officers are working diligently on scavenger activity and unlicensed street vendor patrols and enforcement, while responding to service requests concerns. Staff provided emergency management updates.

#### Public Outreach

Proper crime reporting procedures will be shared with residents. Details of the Sheriff's reporting system for households with individuals who have special needs will be promoted for awareness.

#### Follow-Up Items

Current radar trailers with ALPR capabilities store data to be reviewed by staff at a later date. Member Rogers suggested researching trailers with capability of syncing data directly to LASD. Public Safety JPA meeting to be held in June 2024.

#### Miscellaneous

Chairman Rogers suggested for enhanced communication procedures to Council Members for incident details in real-time. Chairman Rogers also suggested that we explore adjusting private security hours to assist with homeless individuals during early morning hours.

#### **On May 20, 2024, the Capital Improvement Plan Committee met and discussed:**

##### Update on City Hall Office Improvements

Phase two of the City Hall office improvements is nearing completion. Dahlin Group has developed a probable opinion of cost for the improvements to the southern portion of City Hall, inclusive of the hallway, City Manager, City Clerk, Personnel, PIO, and RCS departments. The estimated cost is \$1,166,527. The 7-year CIP plan and adopted CIP budget has an appropriated budget of \$1,400,000 for the completion of City Hall office improvements. The CIP plan also includes another \$1,200,000 set aside for improvements to the Council Chamber which currently has an RFP for architectural services out for response. This third phase of the project would include refreshing the office spaces for the RCS, City Clerk and Personnel departments at City

Hall. To date, the contractor's estimated cost for the third phase building improvements is \$590,000. In addition to construction costs, staff estimates a cost of \$190,000 to furnish the renovated spaces. With a 20% contingency, or \$156,000, the estimated total cost for the third phase of construction is \$936,000. Due to the need to relocate staff during construction, PIO and CM have not been included in this phase. The final phase is estimated to cost an additional \$650,000 which will result in an estimated total City Hall remodel cost of \$2,860,000. The CIP Committee previously approved a total project budget of \$2,989,821.

#### Council Chambers Refresh

Staff is in the process of issuing the RFP for architectural and engineering services for the design of the improvements to the Council Chambers. There is currently \$1.2 million budgeted for the Council Chamber refresh, however staff believes the project could be as much as \$3 million and, if so, funding would have to be offset from other sources, including the City Hall improvements. Staff asked for the concurrence of the CIP Committee in recommending to full City Council for approval at the May 28 Council meeting: 1) Authorization for staff to issue a change order to Empire Design and Build, in the amount not to exceed \$590,000; 2) Approval to increase D & R Office Works contract for the additional furniture, in an amount not-to-exceed \$190,000; and 3) Authorization to increase the project contingency by an additional \$156,000.

#### On-Call Service Provider Agreement – Precision Concrete Cutting

Bucknam Infrastructure Group has provided a comprehensive sidewalk management program that has established a schedule for the city's inventory, inspection, maintenance, and repair activities for city sidewalks. The city is able to identify vertical displacements in public right of way. Council authorized the use of \$4.5 million in funds of Measures R, M, and SB-1 to address sidewalk repairs city-wide. Staff is now recommending authorizing an on-call service provider agreement with Southern California Precision Concrete, Inc., dba Precision Concrete Cutting, to address some of the vertical displacements identified. On January 21, 2019, the California Joint Powers Insurance Authority (CJPIA) entered into a master services agreement to provide CJPIA members access to professional sidewalk inspection and maintenance services. The city's purchasing policy utilizes piggyback procurements. Staff would like to piggyback off the CJPIA's master service agreement with Precision Concrete Cutting to utilize some of the \$4.5 million in Measure R, M, and RMRA funds to address vertical displacements in the city. Staff asked for, and was granted, the concurrence of the CIP Committee in recommending to full City Council authorizing the on-call agreement for trip hazard removal services with Precision Concrete Cutting.

#### Neighborhood Traffic Calming Assistance – Ardurra

Ardurra was selected to provide citywide 'Neighborhood Traffic Calming' consulting services. The scope of work will address concerns over speeding on residential streets. Ardurra will review a five-year history of the city's data concerning pedestrian and traffic safety, including speeding. They will create a list of residential "hotspots" of pedestrian and traffic concerns, and provide a list of recommendations to address residential speeding, then compare those recommendations to the city's Local Road Safety Plan (LRSP) and determine if the LRSP addresses all the known hotspots identified in the study. Ardurra will prepare a report summarizing their findings and

recommendations and will develop a traffic calming policy tiered approach. Phase one of this approach will address non-physical features for quick low-cost solutions. Phase two of this approach will address physical changes. They will verify that all school zones are in compliance with the Manual on Uniform Traffic Control Devices. They will also evaluate funding opportunities for the improvements, including grants applicable to traffic calming and school zone improvements. The fee for this work is \$32,795, and there are insufficient funds in the CIP project account for Traffic and Pedestrian Safety Upgrade. Staff asked for the concurrence of the CIP Committee in recommending to full City Council for approval: 1) Appropriate funds for the Traffic Calming proposal (\$33,000) in project account 10109908-58800-60062; 2) Authorize staff to issue a PO for the traffic calming consulting services per the proposal from Ardurra in the amount of \$32,795, and authorize the Mayor to sign the proposal.

#### Mayfair School Age Playground Maintenance and Repair

The dual slide located at the school age playground at Mayfair Park had to be removed by city staff due to damage caused by "wear and tear" of the slide. Staff contacted Playcore Wisconsin, DBA GameTime for the replacement slide, which is a warranty item. In addition, due to the aging condition of the poured-in-place (PIP) rubber surfacing, staff asked Gametime to include replacement rubber surfacing in their proposal. Although the replacement slide is covered by warranty, the installation is not covered. Gametime did provide the city a \$1 per square foot discount on the rubber surfacing due to the inconvenience of replacement. Although we have insufficient funds remaining in this year's annual playground maintenance allocation for this work, staff has identified an alternate project account "Facilities Renewal Recurring" project, which has sufficient funds for the work. CIP Committee Members approved staff's request to authorize the City Manager to sign the proposal from Gametime for the Mayfair school-age playground slide and PIP rubber surfacing replacement under his CUPCAA authority.

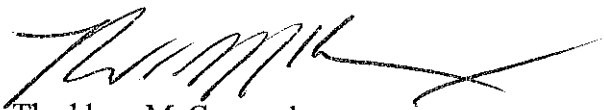
#### CIP Project Updates

- Weingart Senior Center Improvements – Dahlin Group has proceeded with the design of the roof replacement for Weingart Senior Center. The project is expected to go out to bid in the fall, once we receive community earmark funding, and construction is estimated to begin near winter of 2024.
- Palms Community Center Improvements – Architect Dahlin Group have resubmitted to final plan check following corrections required by the constructability review. This project also awaits final earmark funding before it will go out to bid. Due to the long lead time associated with this project it is expected that there will be a delay in start of construction after contract award, allowing for submittals to proceed and materials to be ordered in advance of the building shutting down.
- Mayfair Water Capture Project – The seven-day automatic testing of the system was completed resulting in a few punch list items that are being addressed prior to turnover. City staff will be trained after the various punch list items are addressed by the contractor.
- City Hall Office Improvements – The contractor is working on punch list corrections for phase two of the project. In addition, staff is negotiating a change order for phase three of the project.

- City Hall and The Centre Generator Modernization – Ardurra has been contracted to complete the structural portions of the plans, and to compile the bid package. As part of this work, Ardurra will also survey the civic center. This survey data will also be necessary for the corner lot development.
- Burns Kitchen – Urban Construction Design Solutions, have been contracted to complete the Burns Kitchen improvements. This work is currently in construction and is anticipated to last an additional four weeks.
- CDBG – ADA Curb Ramp Project – The project scope includes ADA accessibility improvements of 40 curb ramps in the neighborhood bound by Del Amo, Centralia, Pioneer, and Norwalk. Construction is substantially complete and the Notice of Completion is anticipated at a future council meeting once the city receives all the labor compliance paperwork required for CDBG projects.
- Biscailuz and Boyar Playgrounds Improvements – Staff recommended awarding this project at the March 14 Council meeting. The low bidder was a Gametime Certified Installer, Ortco Inc. at the base bid price of \$647,369.37. Staff asked our on-call engineering consultant Ardurra for a proposal to provide project management, contract administration, construction materials testing and inspection, and construction observation for the project. Severe rusting has been identified on the columns at the picnic shelter at Boyar Park. Staff received two proposals from Hirsch & Associates, Inc.: one to design a replacement of the structure in its entirety in the amount of \$25,170; and a separate proposal to investigate the extent of the damage to the columns to evaluate the possibility of repair in the amount of \$2,440. Staff elected to move forward with the investigation given the high replacement cost of a new structure estimated to be between \$85,000 and \$200,000 for equipment only based on two quotes from GameTime and Poligon. Staff will return to a future CIP Committee meeting with findings. Staff will be entering into a contract with Urban Construction & Design Solutions, Inc. to replace deteriorated fascia and paint the Biscailuz Park recreation building in the amount of \$28,643.33 which will be paid for utilizing the Annual Painting Capital Improvement budget for FY23-24.

## RECOMMENDATION

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



Thaddeus McCormack  
City Manager

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

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** AB 1234 Meeting Report

### **INTRODUCTION**

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


### **STATEMENT OF FACT**

- Mayor Todd Rogers and Council Member David Arellano attended the International Council of Shopping Centers conference from May 19-21, 2024. They met with commercial property owners and retailers to discuss economic development opportunities in Lakewood.

### **RECOMMENDATION**

That the City Council receive and file this report.

Paolo Beltran **PB**  
Deputy City Manager

  
Thaddeus McCormack  
City Manager

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## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Biennial Review of Conflict of Interest Codes

### **INTRODUCTION**

State law mandates that conflict of interest codes be reviewed each even-numbered year. As the reviewing body for City of Lakewood codes, the City Council has until July 1st to direct that such a review be performed.

### **STATEMENT OF FACT**

In 1990, the Political Reform Act was amended by adding Government Code Section 87306.5. This section requires every local agency to review conflict of interest codes within their authority for necessary amendments during even-numbered years. Therefore, the City Council has until July 1st to direct that such a review be performed.

Upon receiving such direction, the City Clerk will submit the conflict of interest code to affected officers and agencies for evaluation to determine if any changes are necessary. Written statements will then be submitted to the City Clerk's office advising of proposed changes or stating that no changes are necessary.

The completed review must be submitted to the City Council, with any recommended changes, by October 1st.

### **RECOMMENDATION**

It is the recommendation of staff that the City Council direct the City Clerk to commence a review of the City of Lakewood Conflict of Interest Code and report the results to the City Council on or before October 1, 2024.

  
Jo Mayberry  
City Clerk

  
Thaddeus McCormack  
City Manager

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

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Applications for Street Closure (Block Party)

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

The City Clerk's Office was contacted by residents with requests to hold block parties on Thursday, July 4, 2024. A copy of the resolution outlining the rules and regulations pertaining to the temporary closure of local City streets was given to each of them, together with forms for obtaining signatures of all residents within the area to be closed (maps attached). The responsible applicants, areas and times of closure are as follows:

- Dana Trujillo, 4702-4855 Adenmoor Avenue, 10 a.m. to 10 p.m.;
- Diane Snyder, 4502-4570 Albury Avenue, 10 a.m. to 10 p.m.;
- Kristina Furlong, 4907-5059 Barlin Avenue, 10 a.m. to 10 p.m.;
- Leopoldo Mendoza, 5102-5239 Barlin Avenue, 10 a.m. to 10 p.m.;
- Dirk Aldridge, 5602-5745 Blackthorne Avenue, 11 a.m. to 10 p.m.;
- Celia Milla, 4702-4832 Briercrest Avenue, 10 a.m. to 10 p.m.;
- Ann Rorwick, 3602-3738 Candor Street, including adjacent 5503 Coke Avenue, 10 a.m. to 10 p.m.;
- Alan Mangan, 4702-4859 Canehill Avenue, 10 a.m. to 10 p.m.;
- Kelly Eckholdt, 5702-5756 Capetown Street, 10 a.m. to 10 p.m.;

Applications for Street Closure

June 11, 2024

Page 2

- Andrew Mendez, 4712-4859 Carfax Avenue, 10 a.m. to 10 p.m.;
- Sasha Green, 2702-2903 Centralia Street, 10 a.m. to 10 p.m.;
- Javier Aguilar, 4702-4865 Coldbrook Avenue, 10 a.m. to 10 p.m.;
- Gilbert Quijada, 4502-4569 Eastbrook Avenue, including adjacent 5701-5719 Tanglewood Street, 10 a.m. to 10 p.m.;
- Amanda Paragas, 6002-6161 Eberle Street, 10 a.m. to 10 p.m.;
- Sheny R. Montoya, 6007-6160 Faculty Avenue, including adjacent 4715 and 4805 Hedda Street, 10 a.m. to 10 p.m.;
- Dominique Ewing, 5702-5813 Fanwood Avenue, 11 a.m. to 10 p.m.;
- Alberto Grajeda, 4932-5059 Fidler Avenue, 10 a.m. to 10 p.m.;
- Filiberto Sanchez, 11327-11521 Gradwell Street, 10 a.m. to 10 p.m.;
- Emma Cornejo-Roddy, 4102-4259 Iroquois Avenue, 10 a.m. to 10 p.m.;
- Jennifer Smith, 4537-4657 Josie Avenue, 10 a.m. to 10 p.m.;
- Alayna Cosores & David Mendoza, 4502-4563 Lomina Avenue, 10 a.m. to 10 p.m.;
- LeeAnn Hu, 5918-6039 Loomis Street, 10 a.m. to 10 p.m.;
- Terri Panter, 4102-4254 Monogram Avenue, 12 p.m. to 10 p.m.;
- Dominique Nottage, 5502-5654 Montair Avenue, 10 a.m. to 10 p.m.;
- Alex Bauman, 6400-6424 Nixon Street, including adjacent 6401-6433 Glorywhite Street, 10 a.m. to 10 p.m.;
- Amy Honeycutt, 4702-4843 Ocana Avenue, 10 a.m. to 10 p.m.;
- Dan & Kelly McLemore, 4702-4843 Pimenta Avenue, 10 a.m. to 7:30 p.m.;
- Elena Rodriguez, 5502-5539 Premiere Avenue, 10 a.m. to 10 p.m.;
- Kiley Fruhwirth, 4304-4393 Quigley Avenue, including adjacent 6923 Harvey Way, 10 a.m. to 10 p.m.; and

- Jessica Chen, 4708-4859 Snowden Avenue, 10 a.m. to 10 p.m.;

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

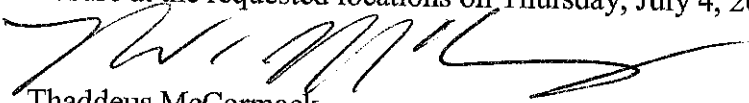
Should the Council approve the requests for temporary street closures, the Public Works Department will arrange for the placement and removal of the barricades for the event. Notification of said closures will be provided to the Sheriff's Station and the appropriate Fire Station.

### **SUMMARY**

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

### **RECOMMENDATION**

Staff recommends that permits be issued to the responsible applicants authorizing temporary closure at the requested locations on Thursday, July 4, 2024.

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', is written over the printed name and title.

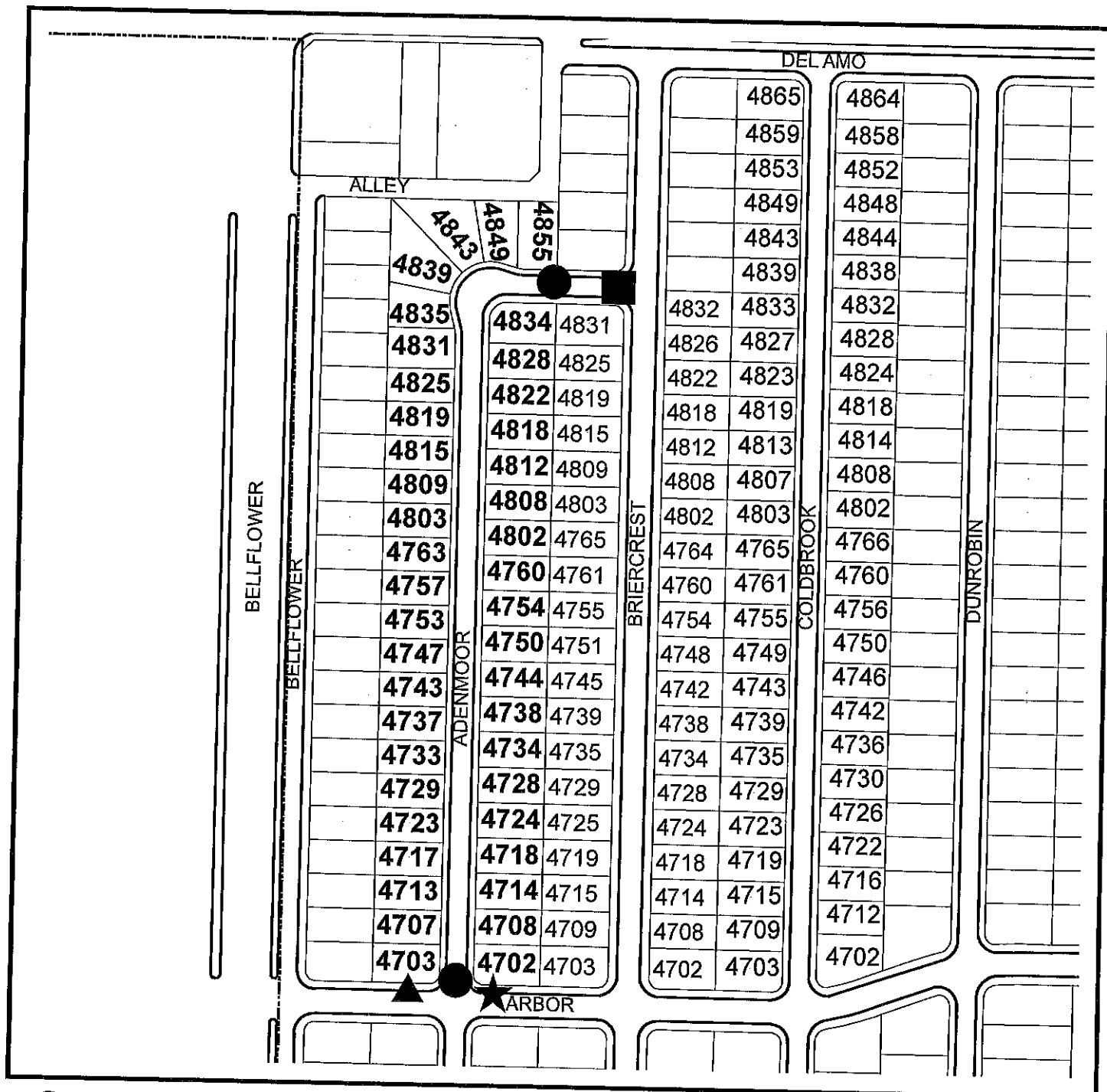
Thaddeus McCormack  
City Manager

# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

## 4702 - 4855 ADENMOOR AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

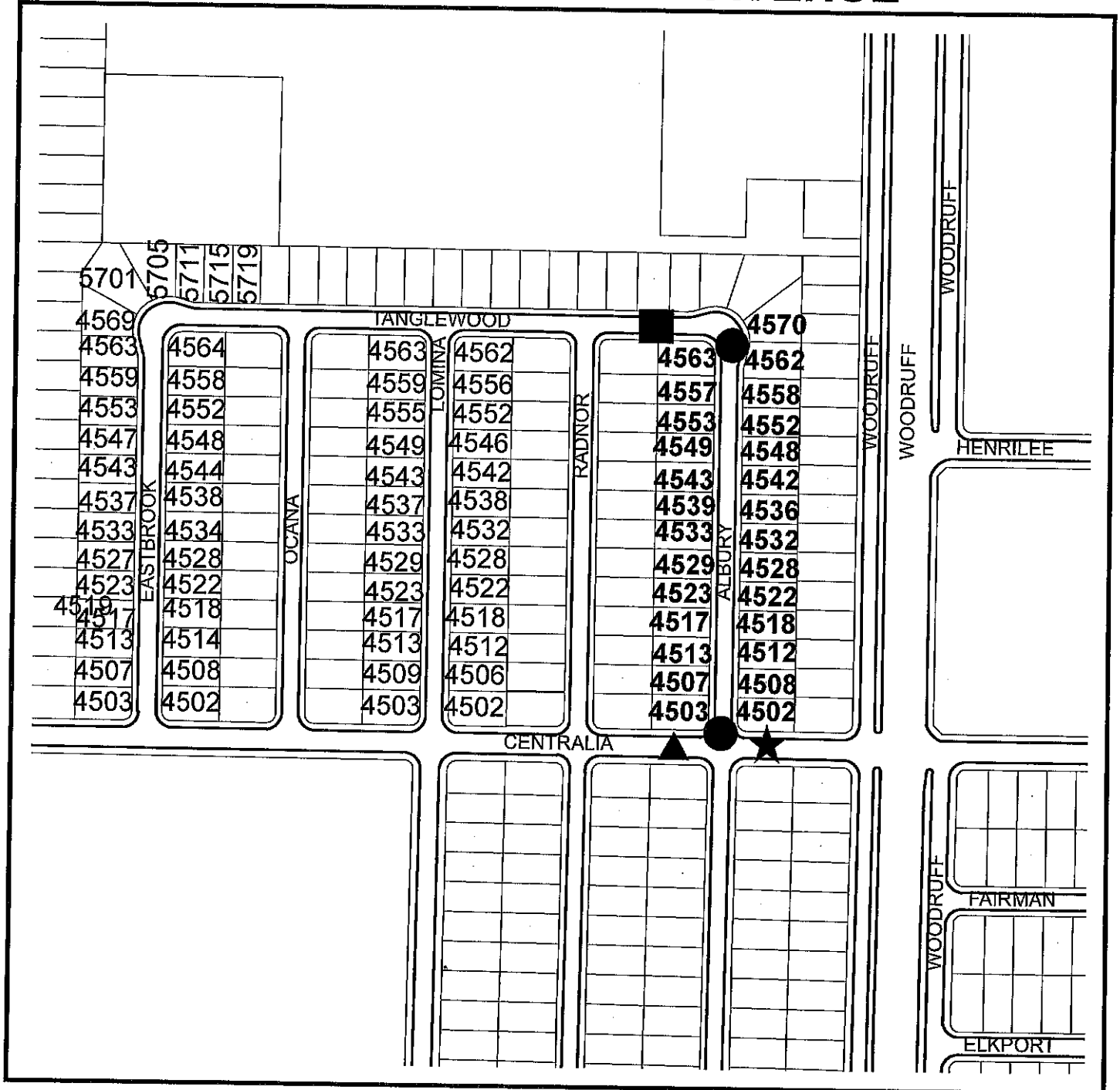


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4502 - 4570 ALBURY AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

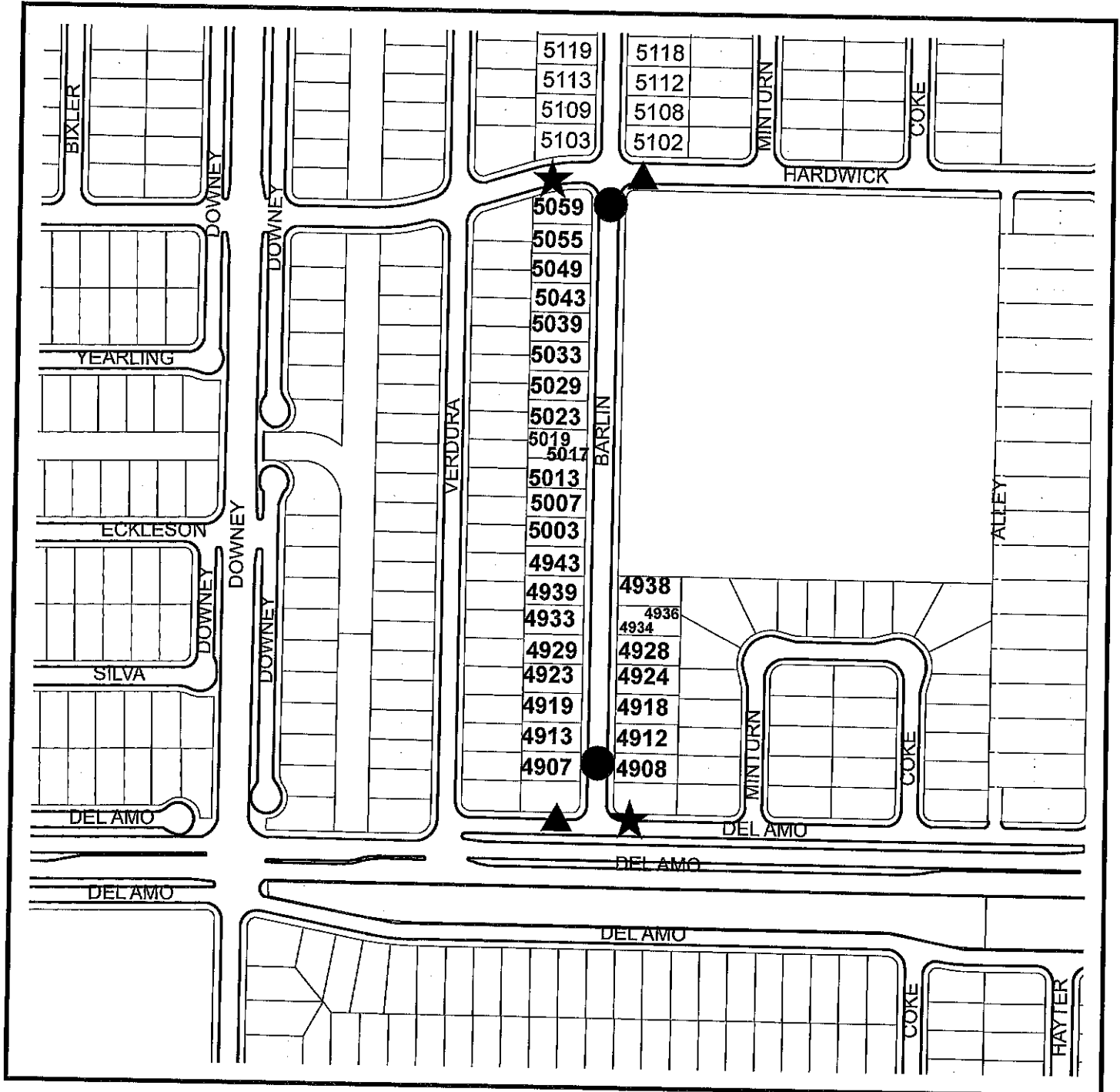


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4907-5059 BARLIN AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

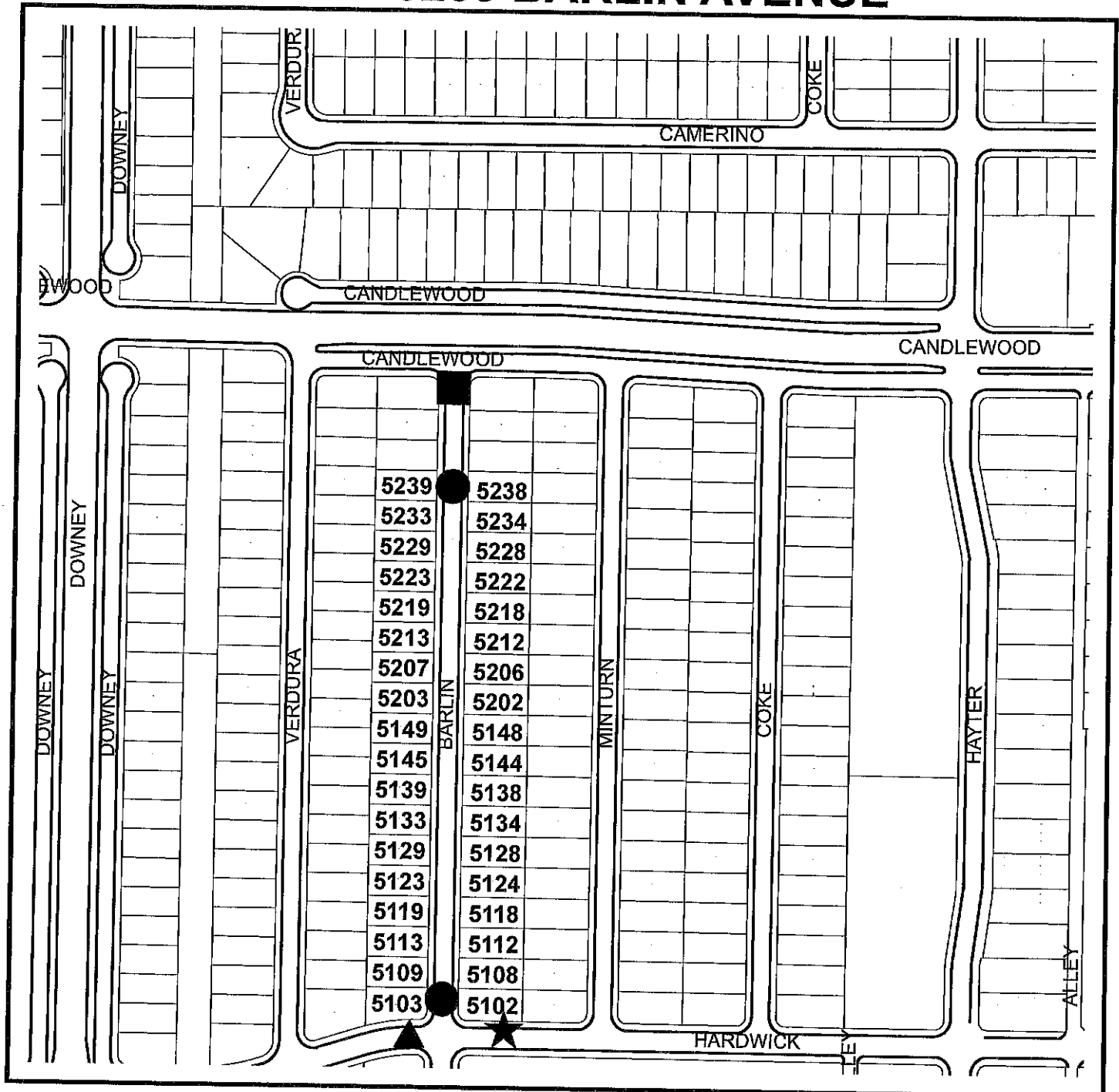


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 5102 - 5239 BARLIN AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

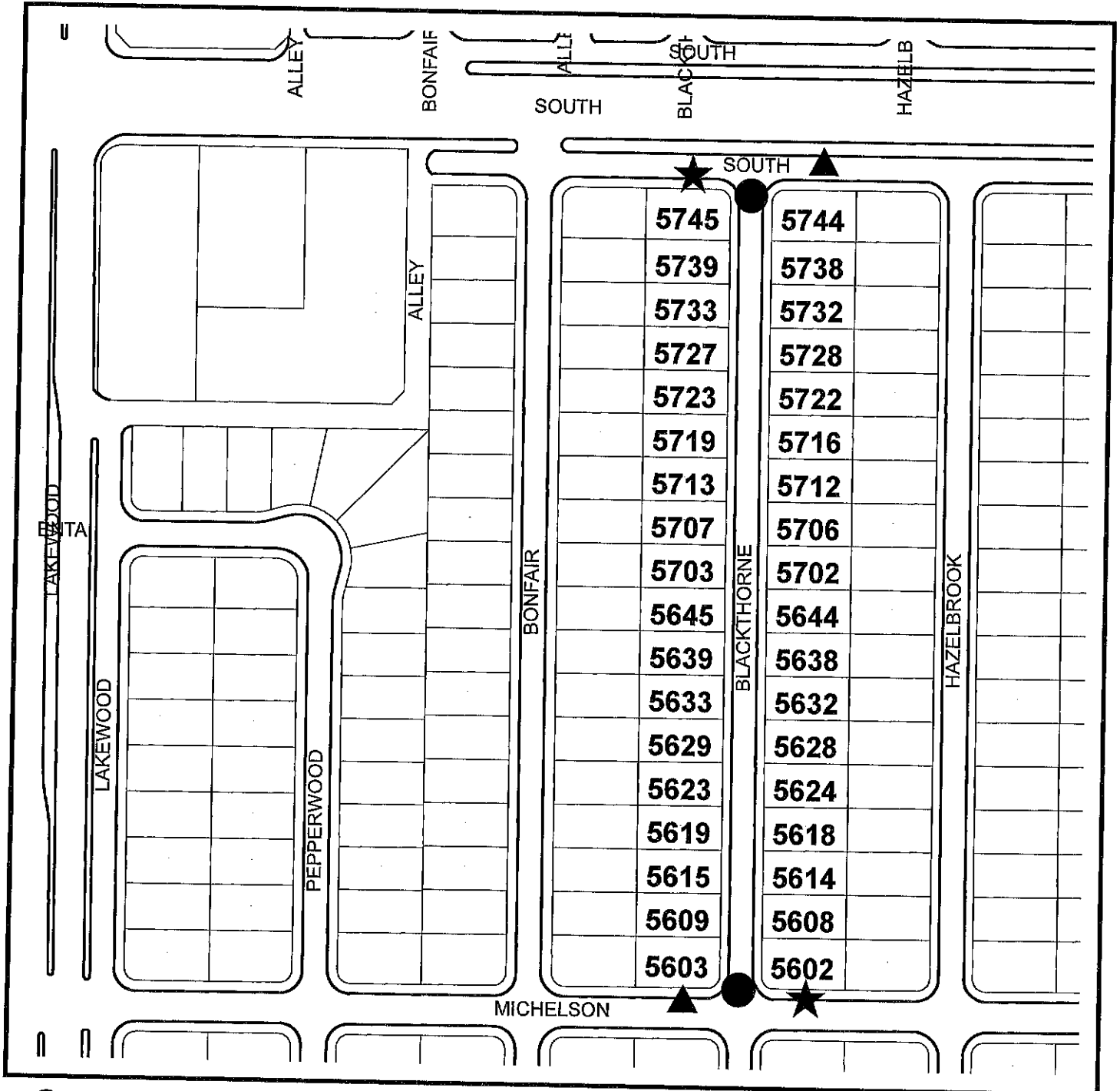


# BLOCK PARTY

## JULY 4, 2024

### 11 A.M. - 10 P.M.

## 5602-5745 BLACKTHORNE AVENUE



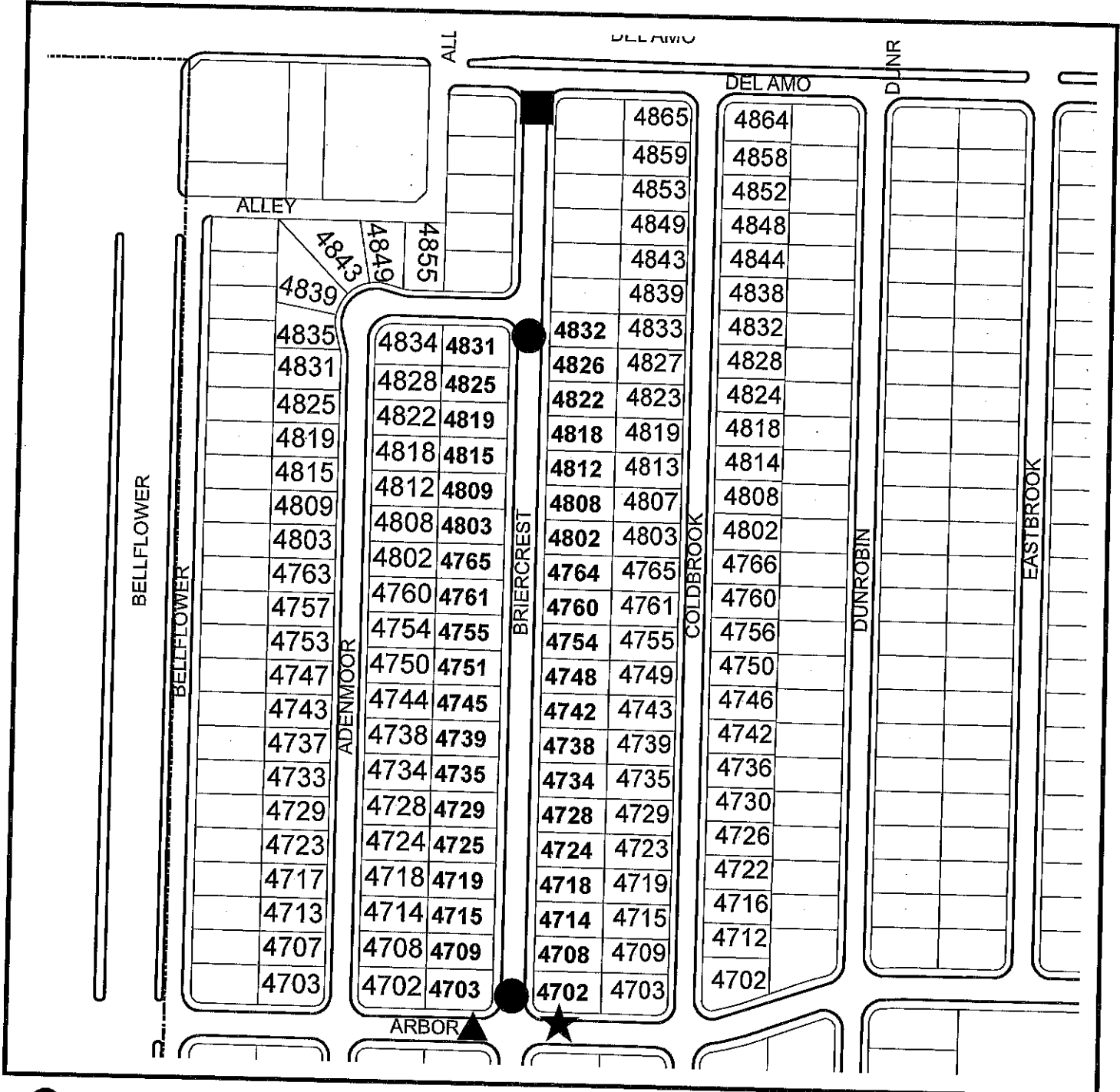
- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS



**BLOCK PARTY**  
**JULY 4, 2024**  
**10 A.M. - 10 P.M.**  
**4702 - 4832 BRIERCREST AVENUE**



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
  - 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
  - ★ 1 "NO RIGHT TURN" SIGN
  - ▲ 1 "NO LEFT TURN" SIGN
- 6 BARRICADES  
8 DELINEATORS



# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

## 3602-3738 CANDOR ST. AND 5503 COKE AVE



- 2 FULL CLOSURE POINT "ROAD CLOSED"
  - 0 ADVANCED WARNING "ROAD CLOSED AHEAD"
  - ★ 2 "NO RIGHT TURN"
  - ▲ 2 "NO LEFT TURN"
- 6 BARRICADES  
8 DELINEATORS

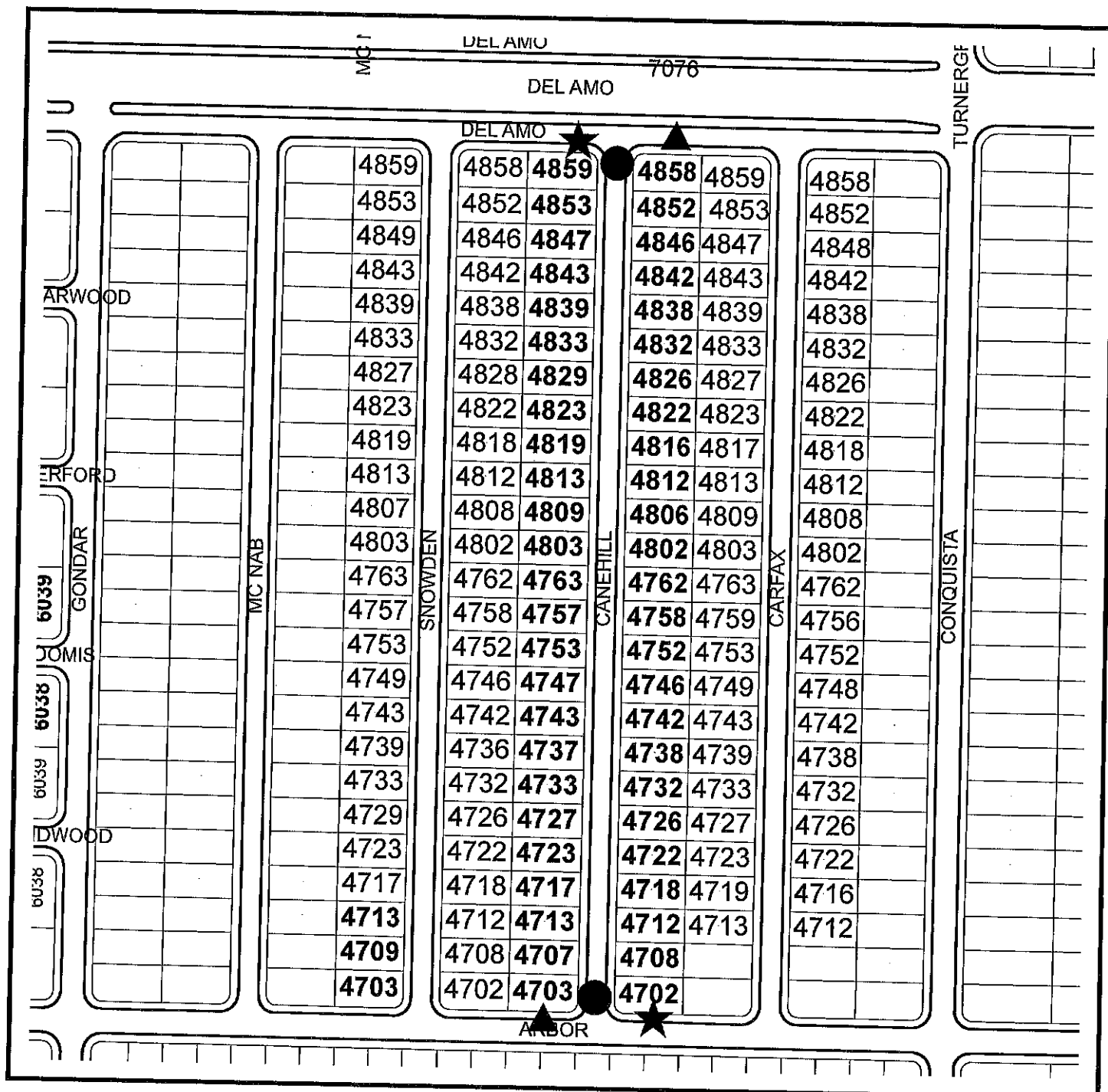


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

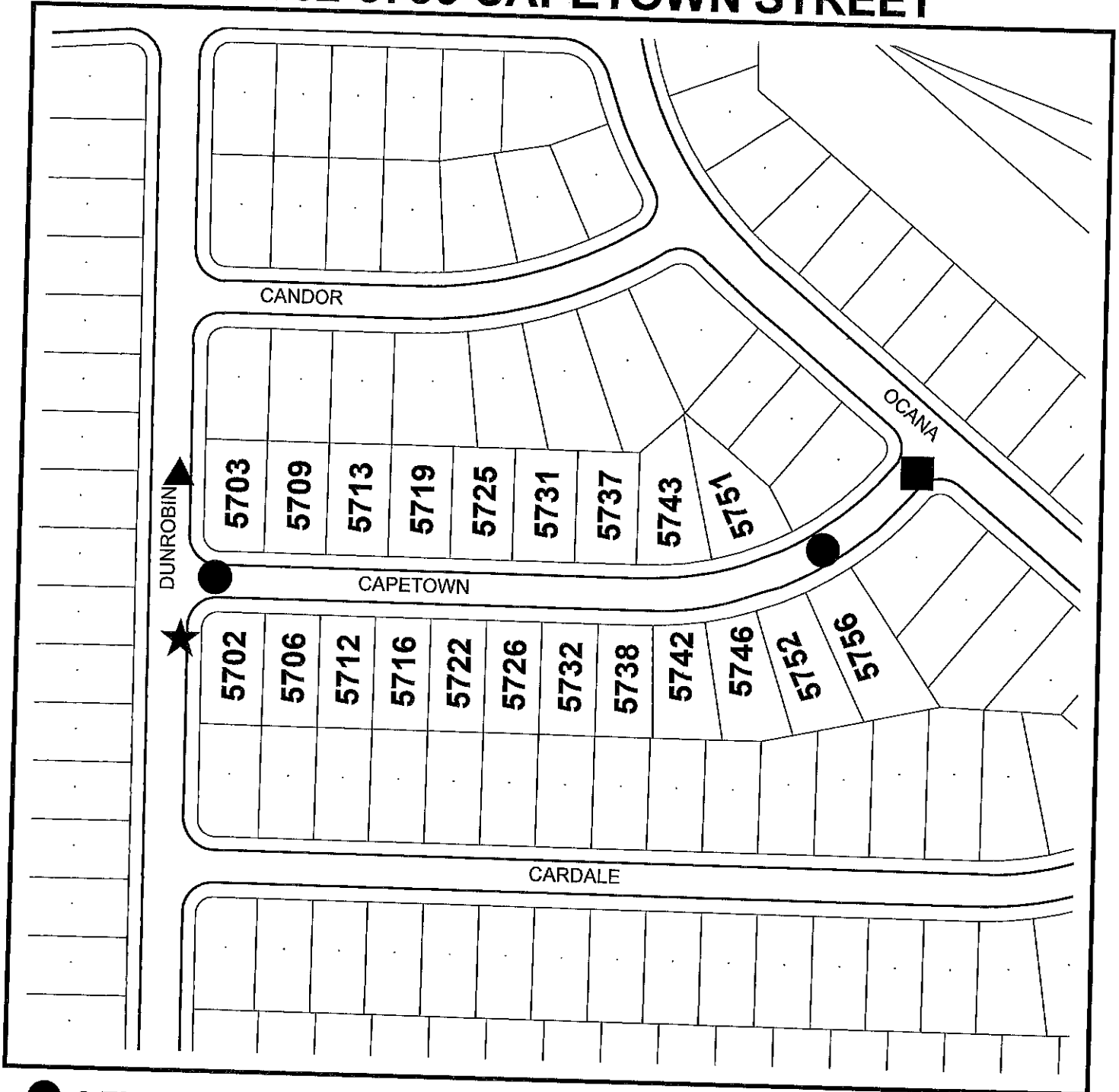
### 4702 - 4859 CANEHILL AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
  - 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
  - ★ 2 "NO RIGHT TURN" SIGN
  - ▲ 2 "NO LEFT TURN" SIGN
- 6 BARRICADES  
8 DELINEATORS



**BLOCK PARTY**  
**JULY 4, 2024**  
**10 A.M. - 10 P.M.**  
**5702-5756 CAPETOWN STREET**



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS

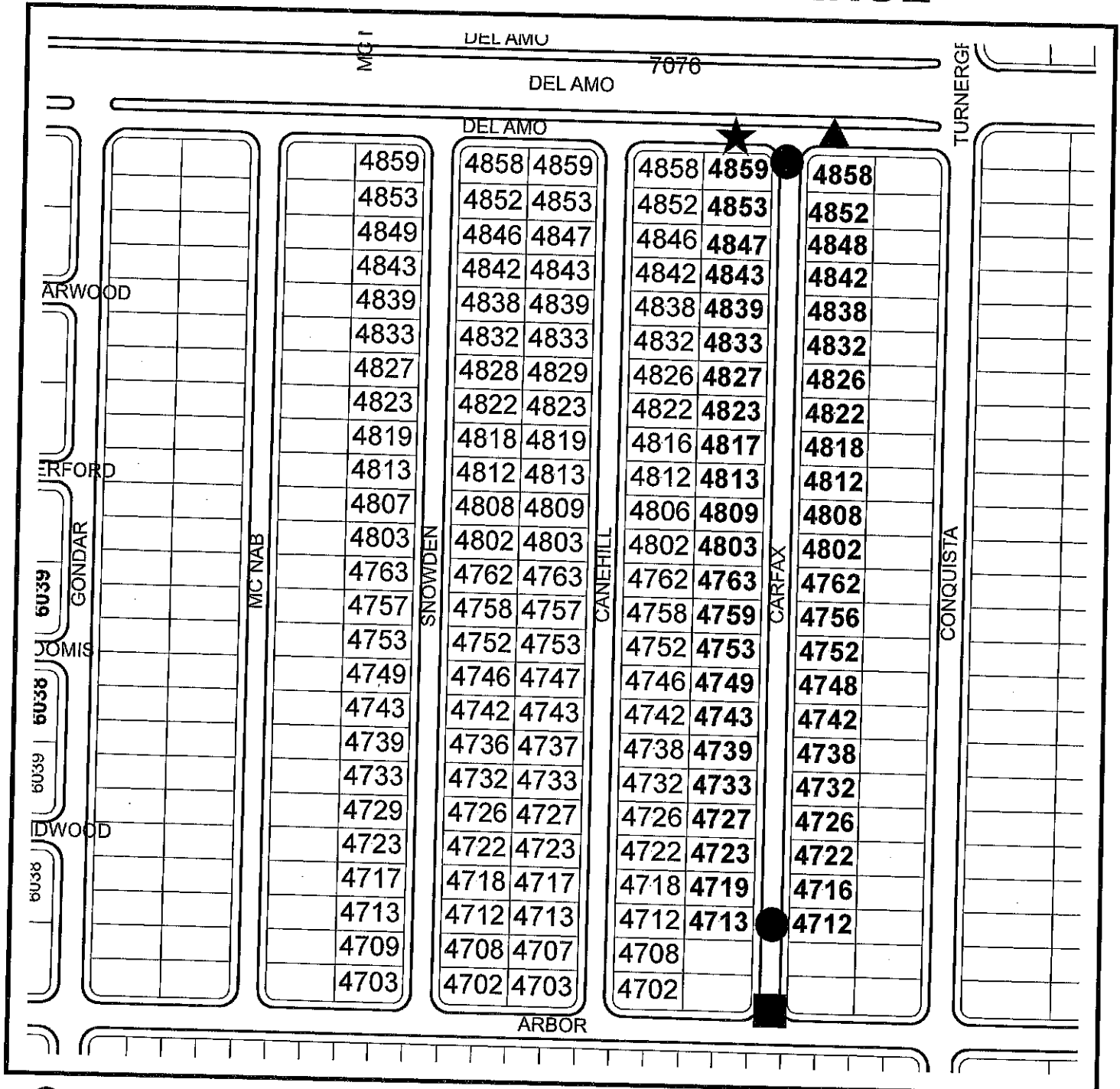


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

## 4712 - 4859 CARFAX AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS

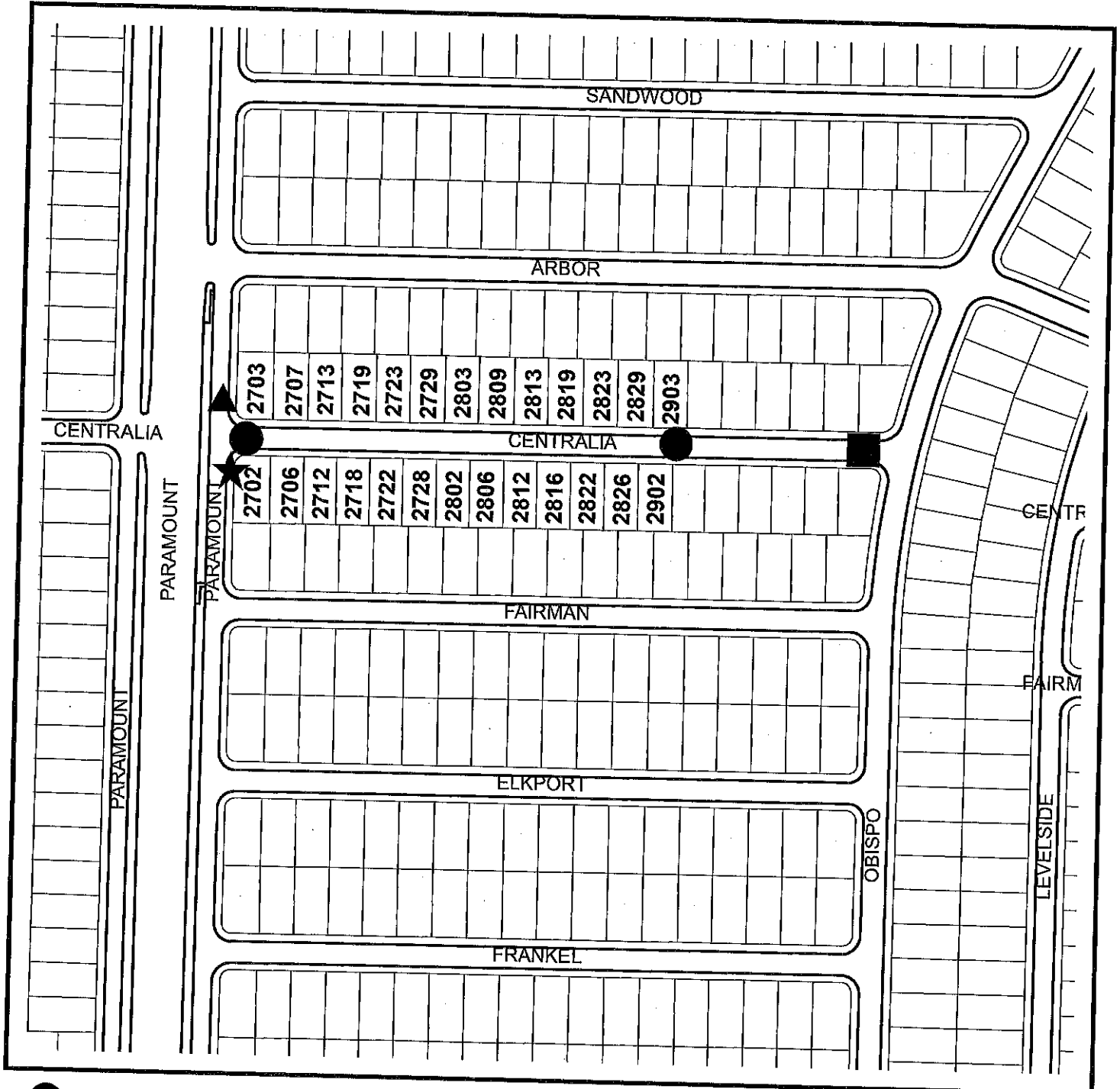


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

## 2702 - 2903 CENTRALIA STREET



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS



# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

## 4702 - 4865 COLDBROOK AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS



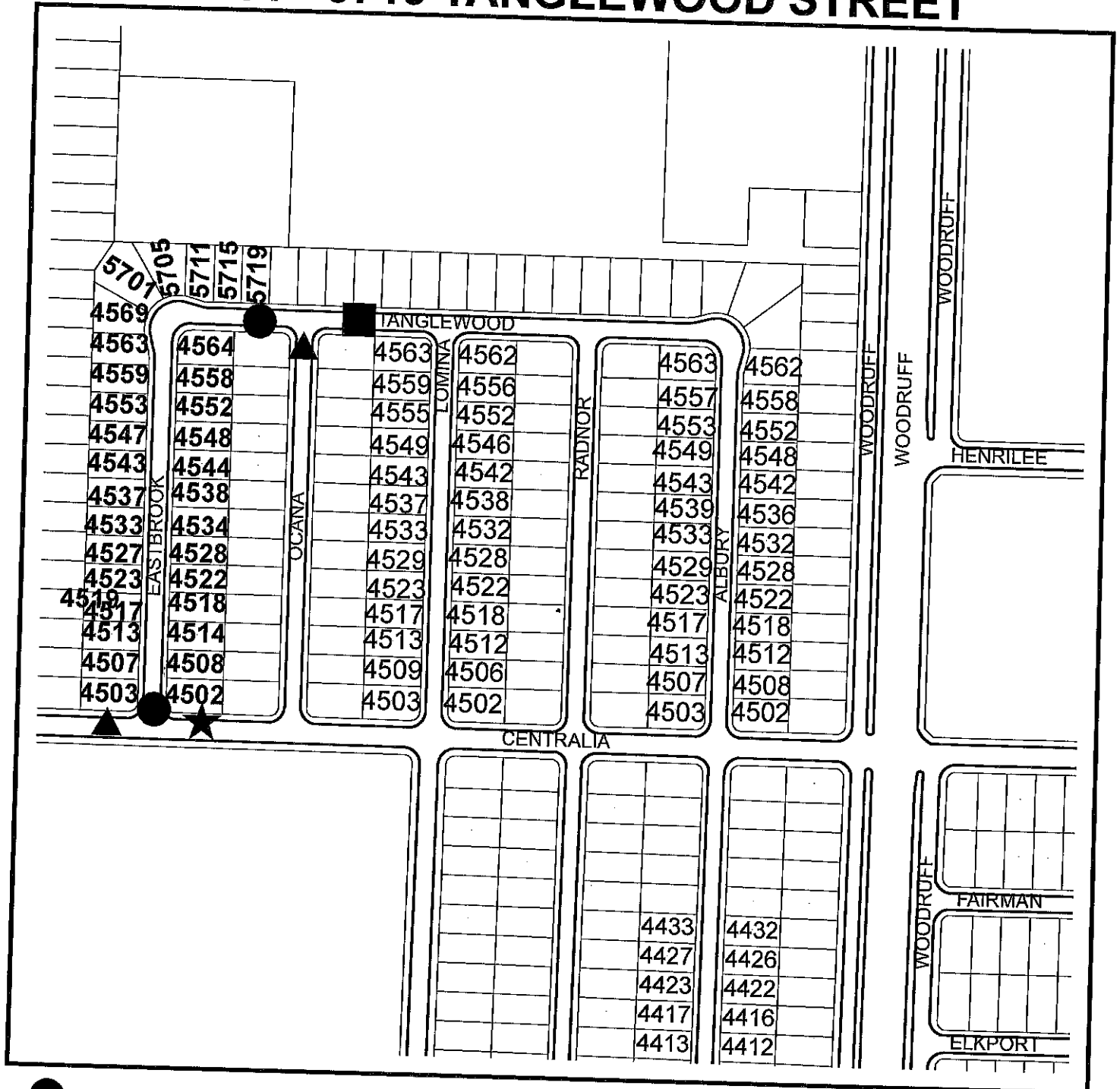
# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4502 - 4569 EASTBROOK AVENUE

### 5701 - 5719 TANGLEWOOD STREET



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS

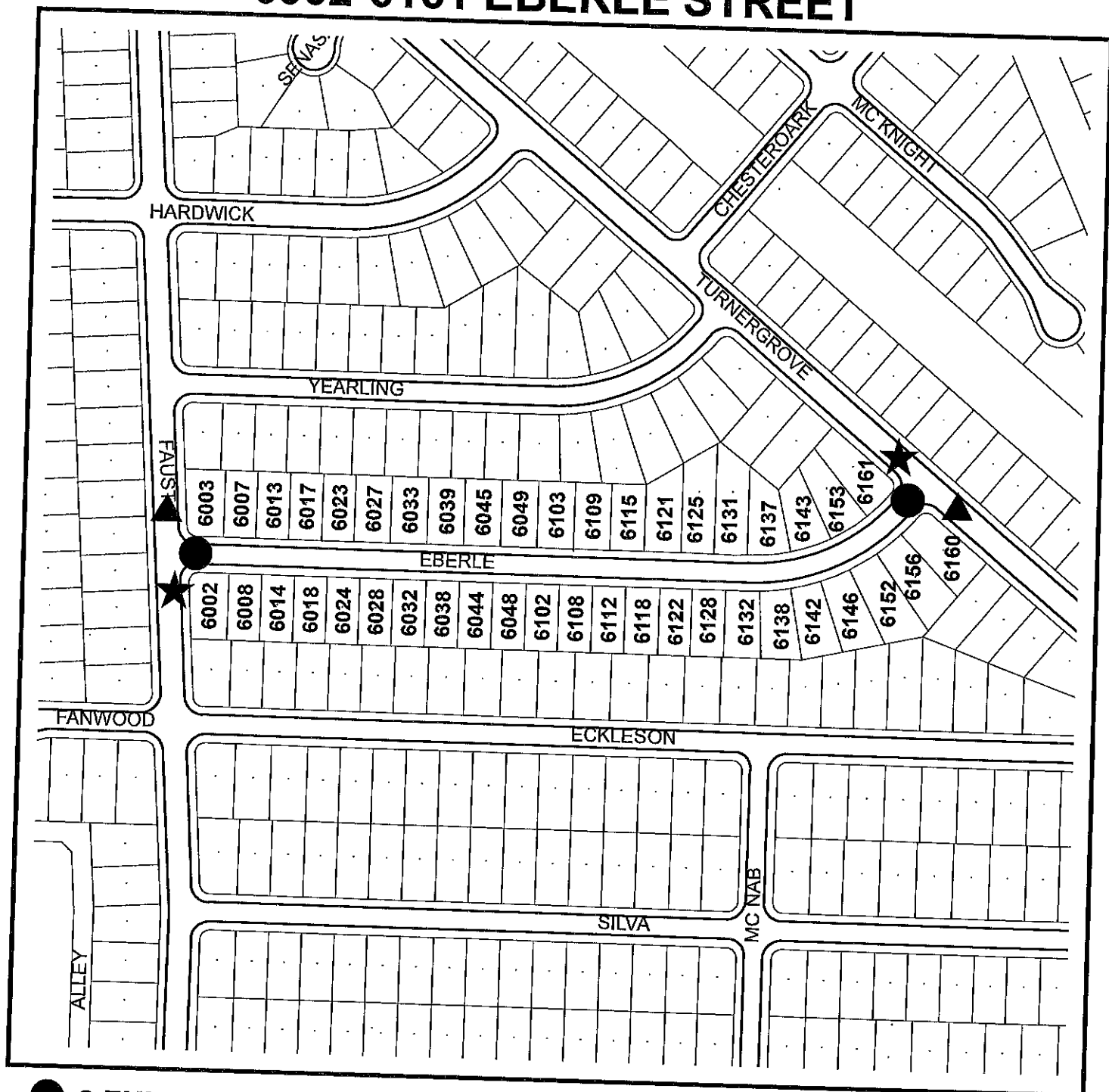


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 6002-6161 EBERLE STREET



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

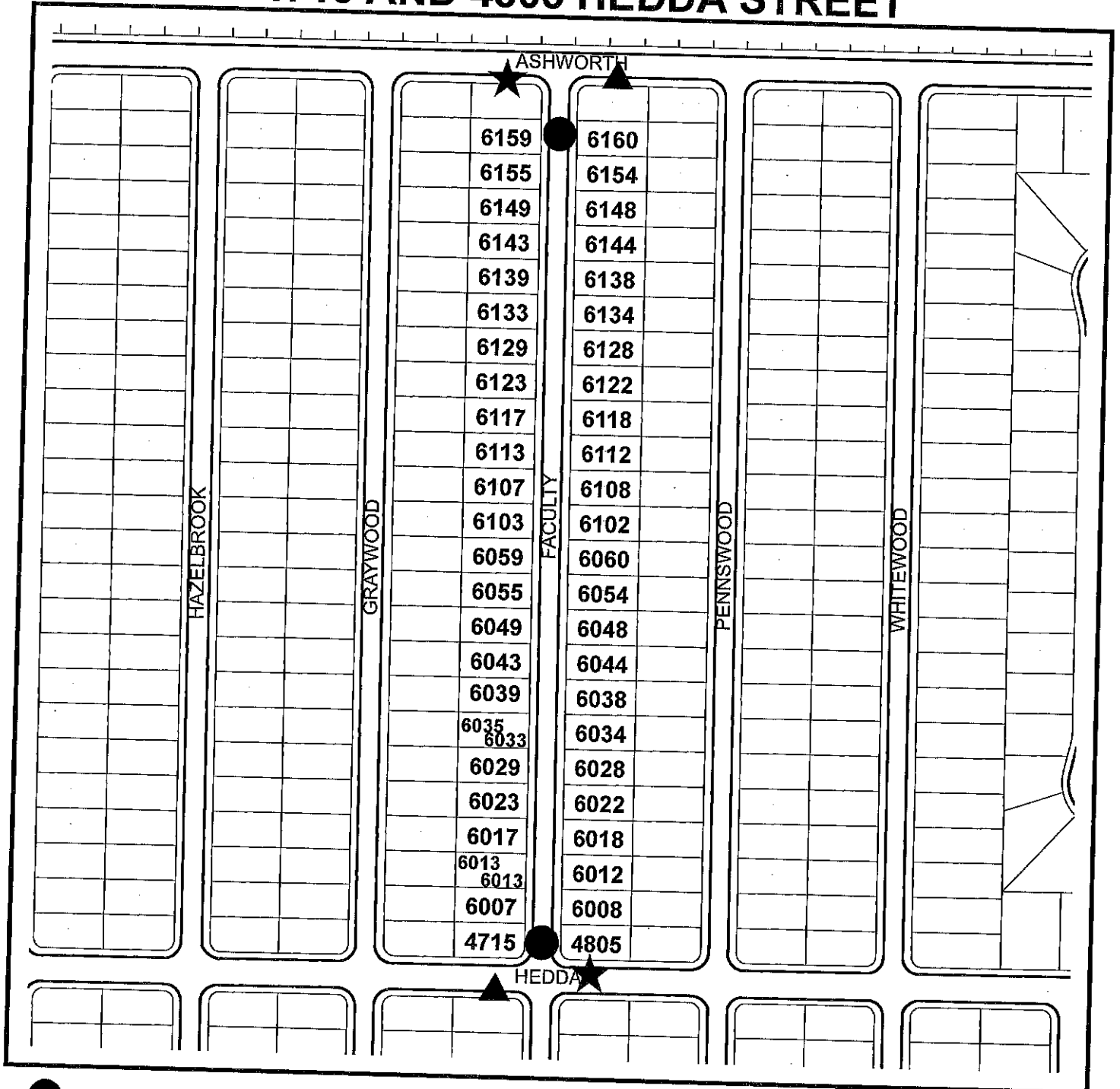


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

#### 6007- 6160 FACULTY AVENUE 4715 AND 4805 HEDDA STREET



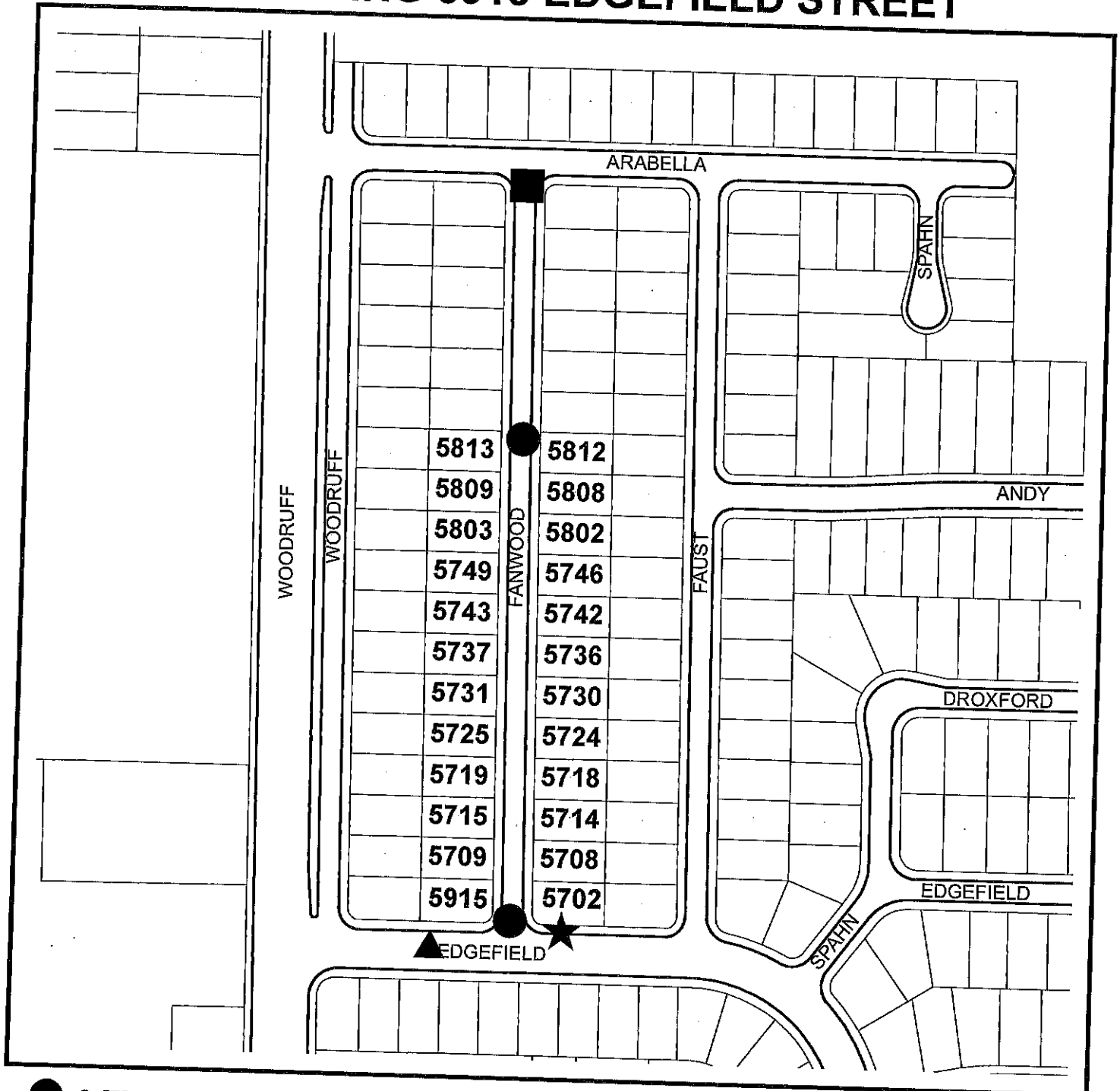
- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS



**BLOCK PARTY**  
**JULY 4, 2024**  
**11 A.M. - 10 P.M.**  
**5702-5813 FANWOOD AVENUE**  
**INCLUDING 5915 EDGEFIELD STREET**



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS

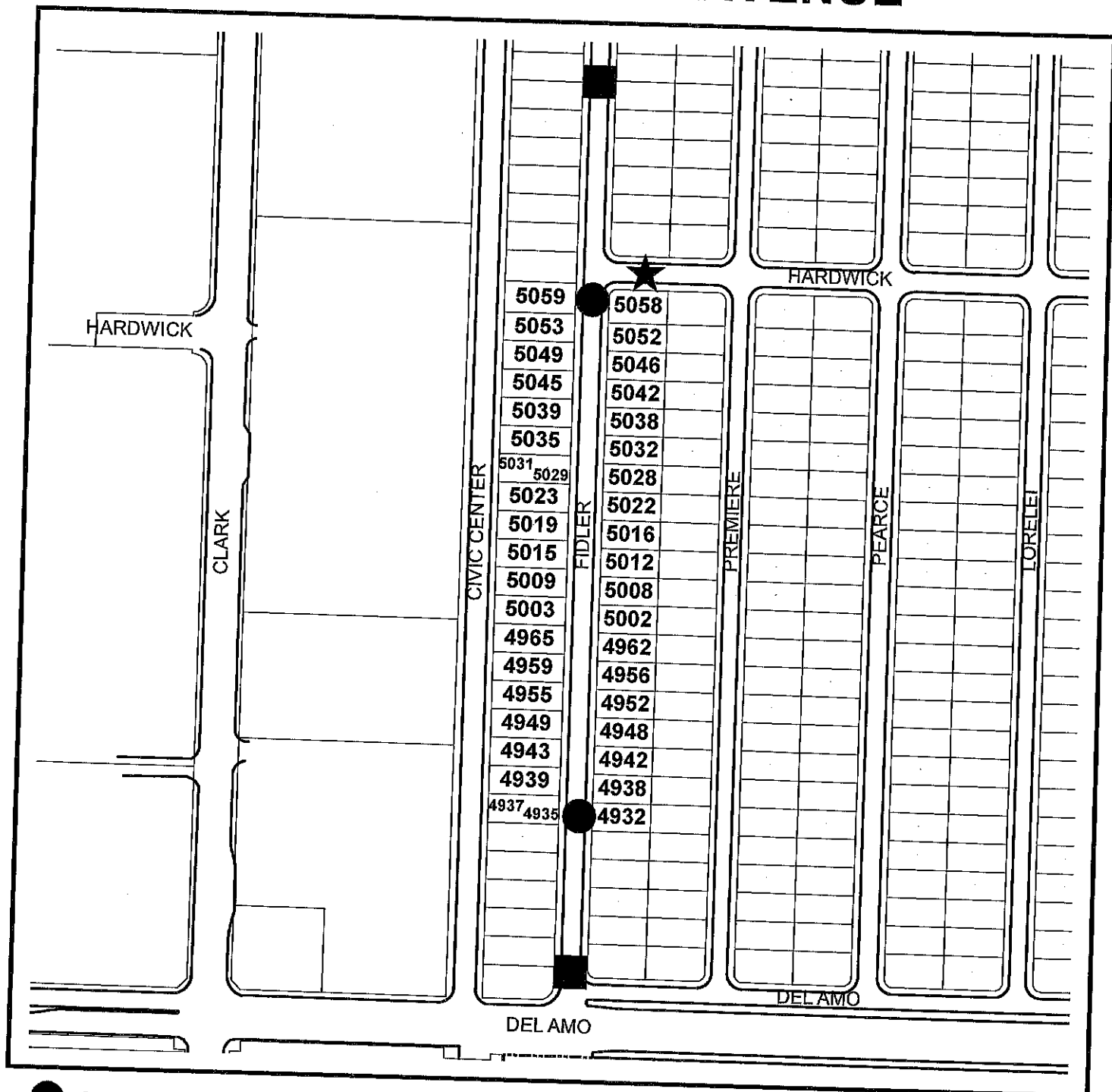


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4932-5059 FIDLER AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 2 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 0 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS

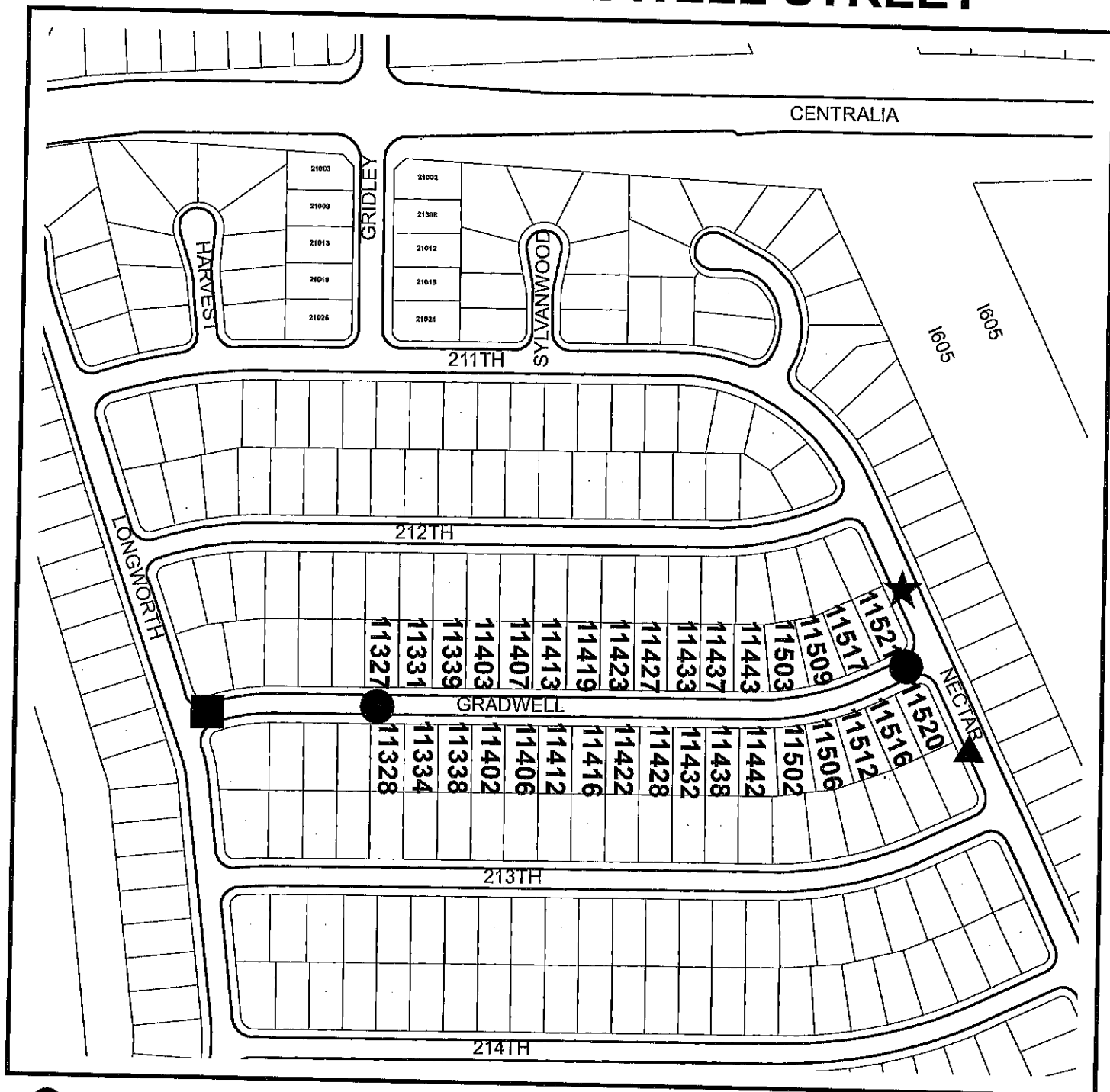


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 11327-11521 GRADWELL STREET



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
  - 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
  - ★ 1 "NO RIGHT TURN" SIGN
  - ▲ 1 "NO LEFT TURN" SIGN
- 6 BARRICADES  
8 DELINEATORS

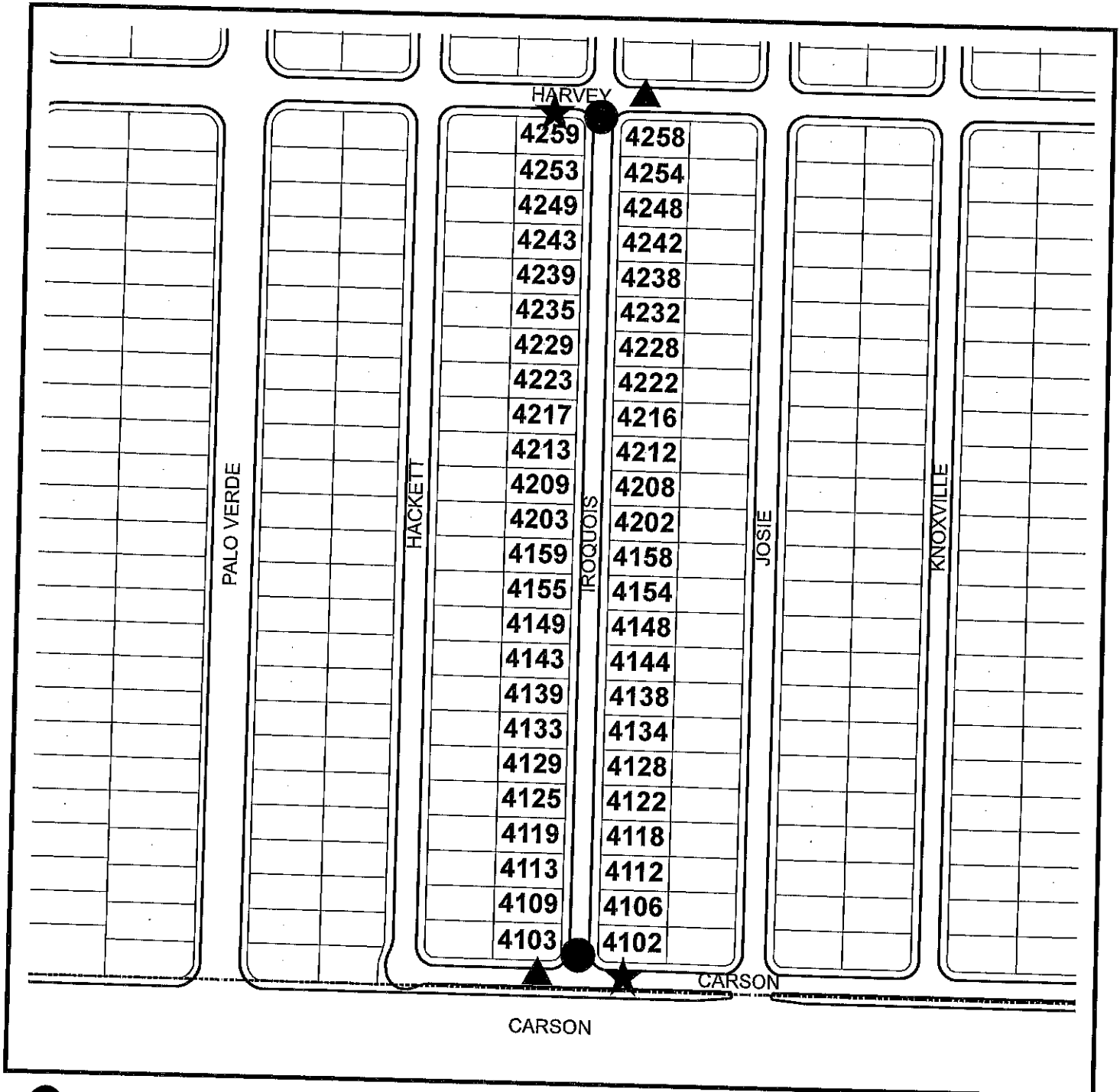


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

## 4102-4259 IROQUOIS AVENUE

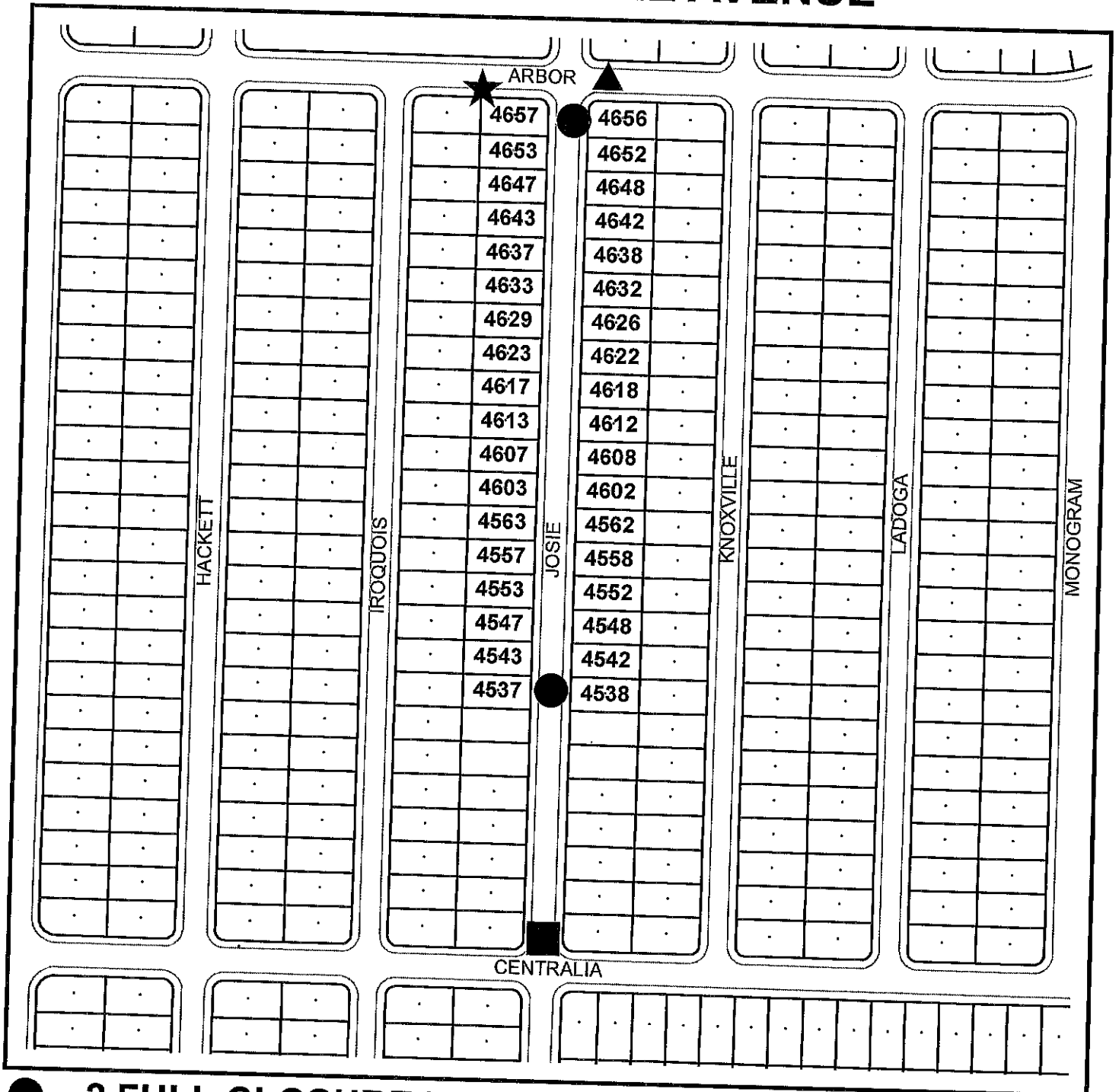


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4537-4657 JOSIE AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED"
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD"
- ★ 1 "NO RIGHT TURN"
- ▲ 1 "NO LEFT TURN"

6 BARRICADES

8 DELINEATORS

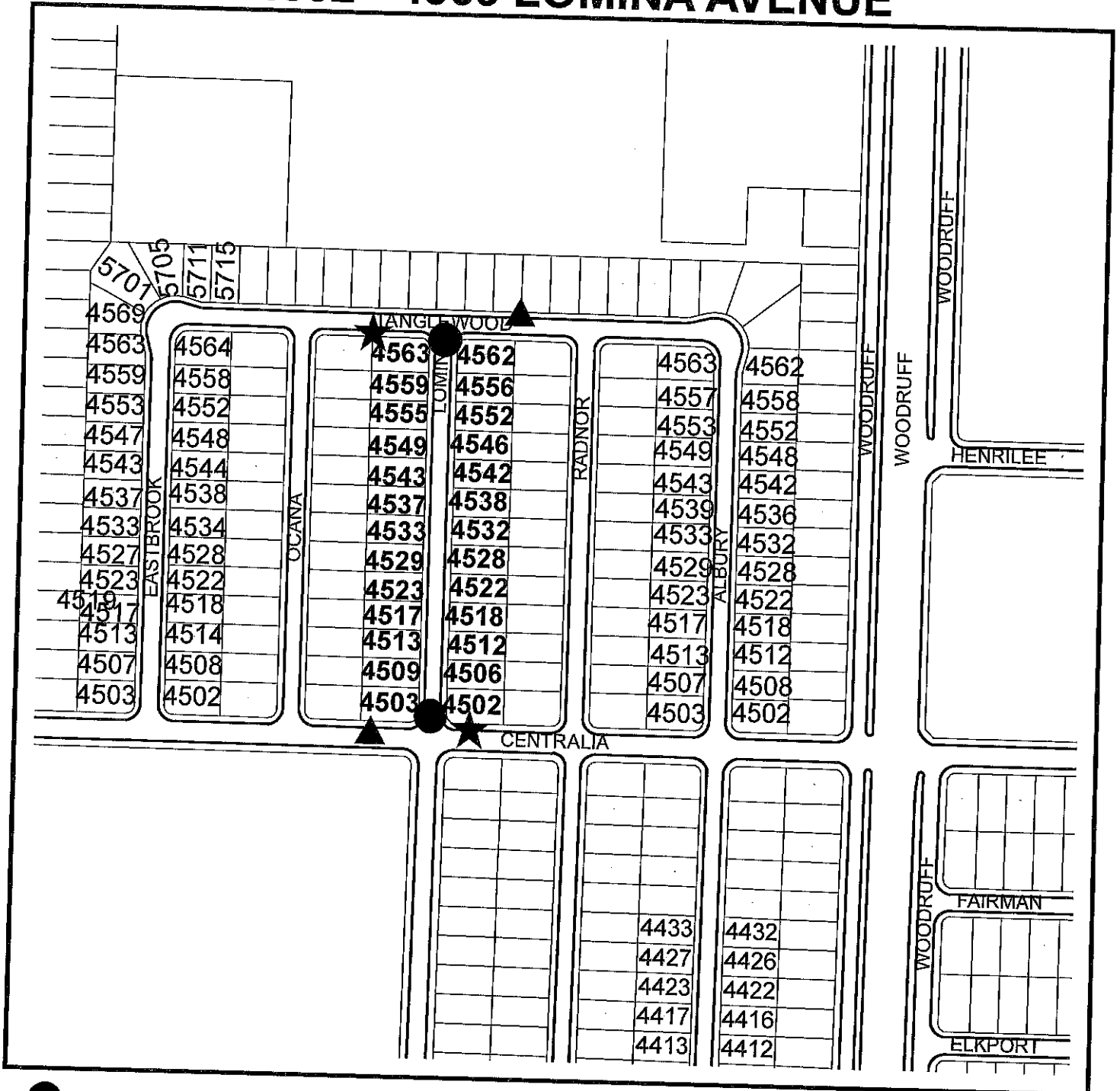


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4502 - 4563 LOMINA AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

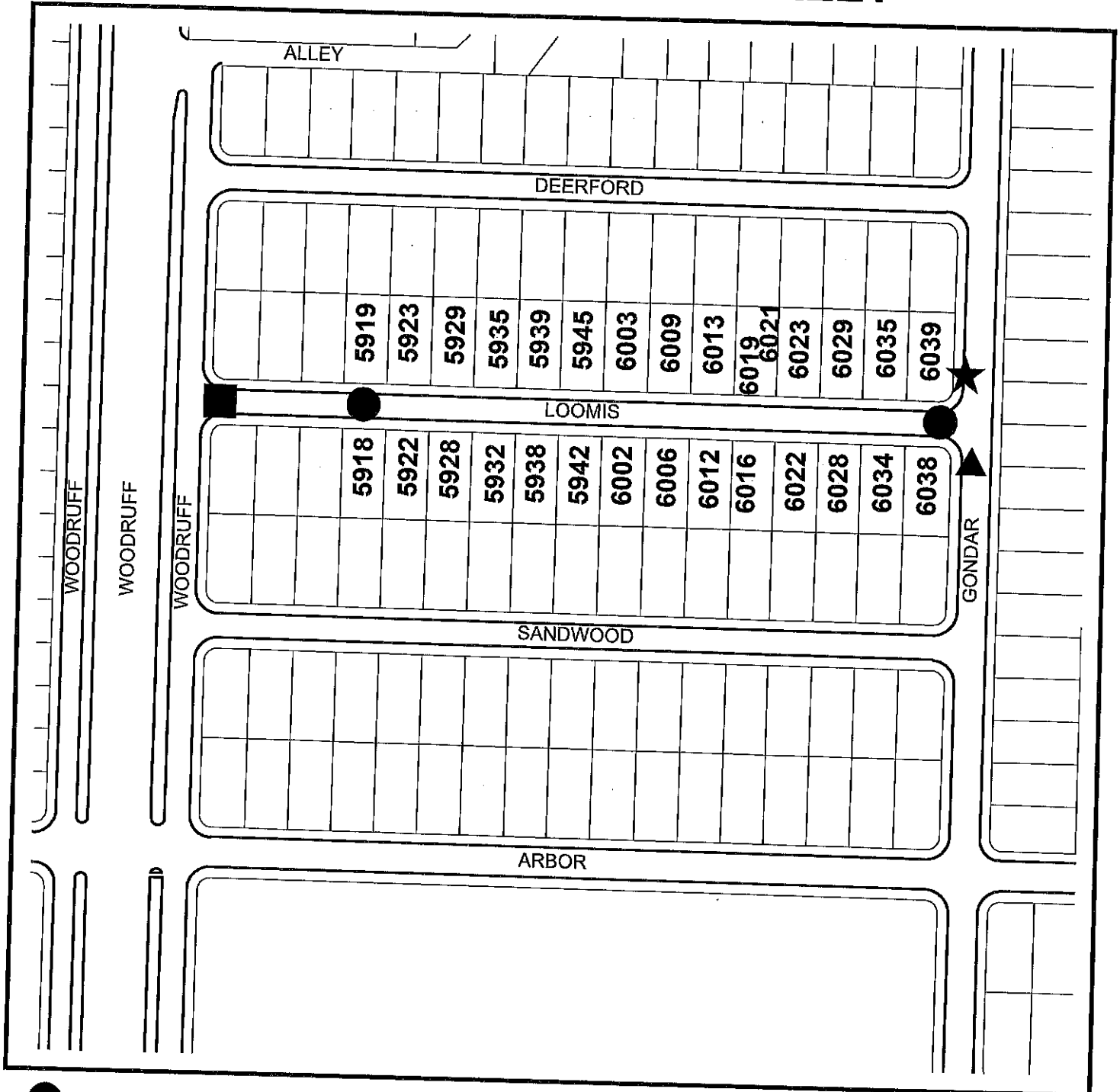


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 5918 - 6039 LOOMIS STREET



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

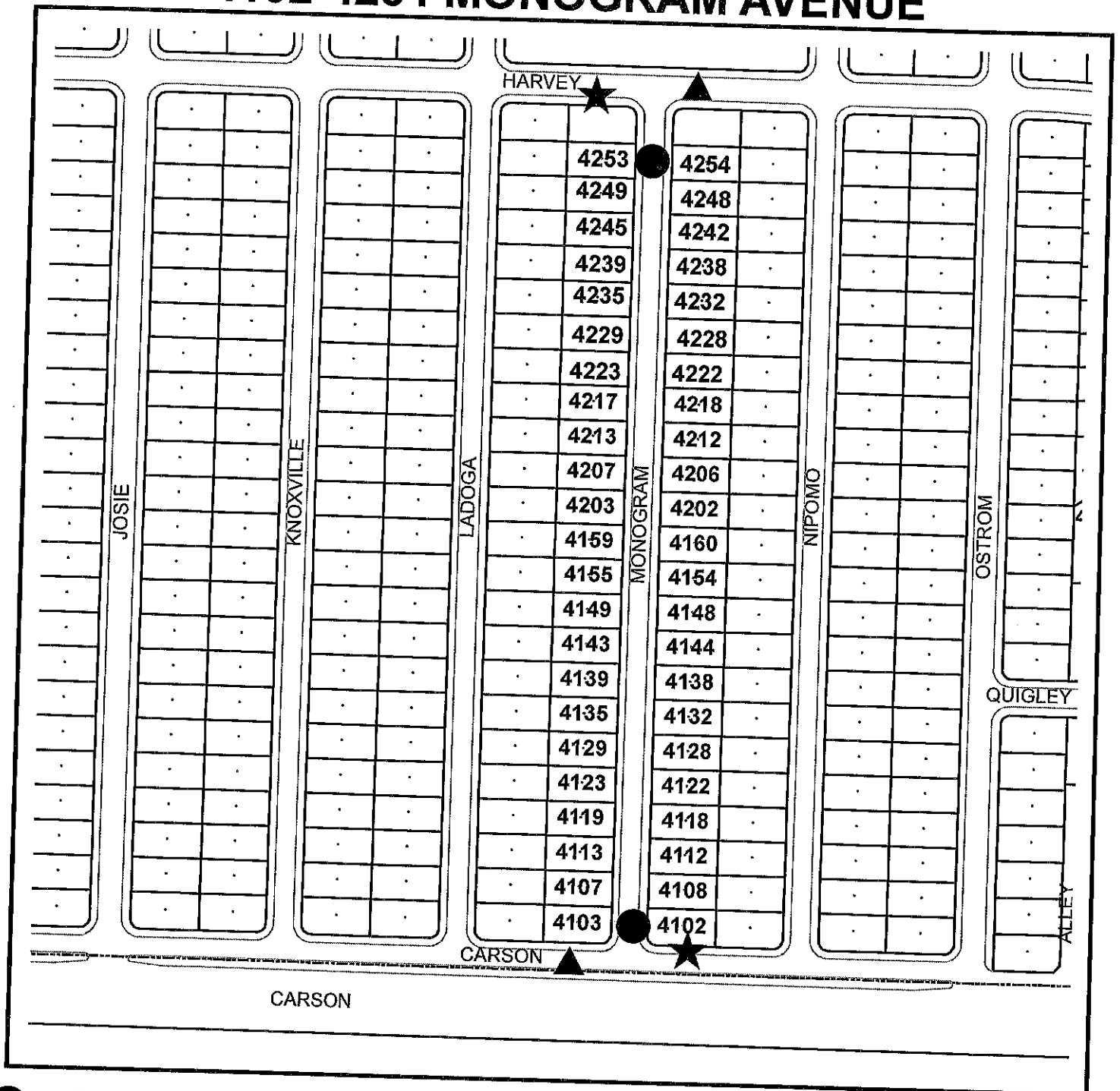


# BLOCK PARTY

## JULY 4, 2024

### 12 P.M. - 10 P.M.

### 4102-4254 MONOGRAM AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED"
  - 0 ADVANCED WARNING "ROAD CLOSED AHEAD"
  - ★ 2 "NO RIGHT TURN"
  - ▲ 2 "NO LEFT TURN"
- 6 BARRICADES  
8 DELINEATORS

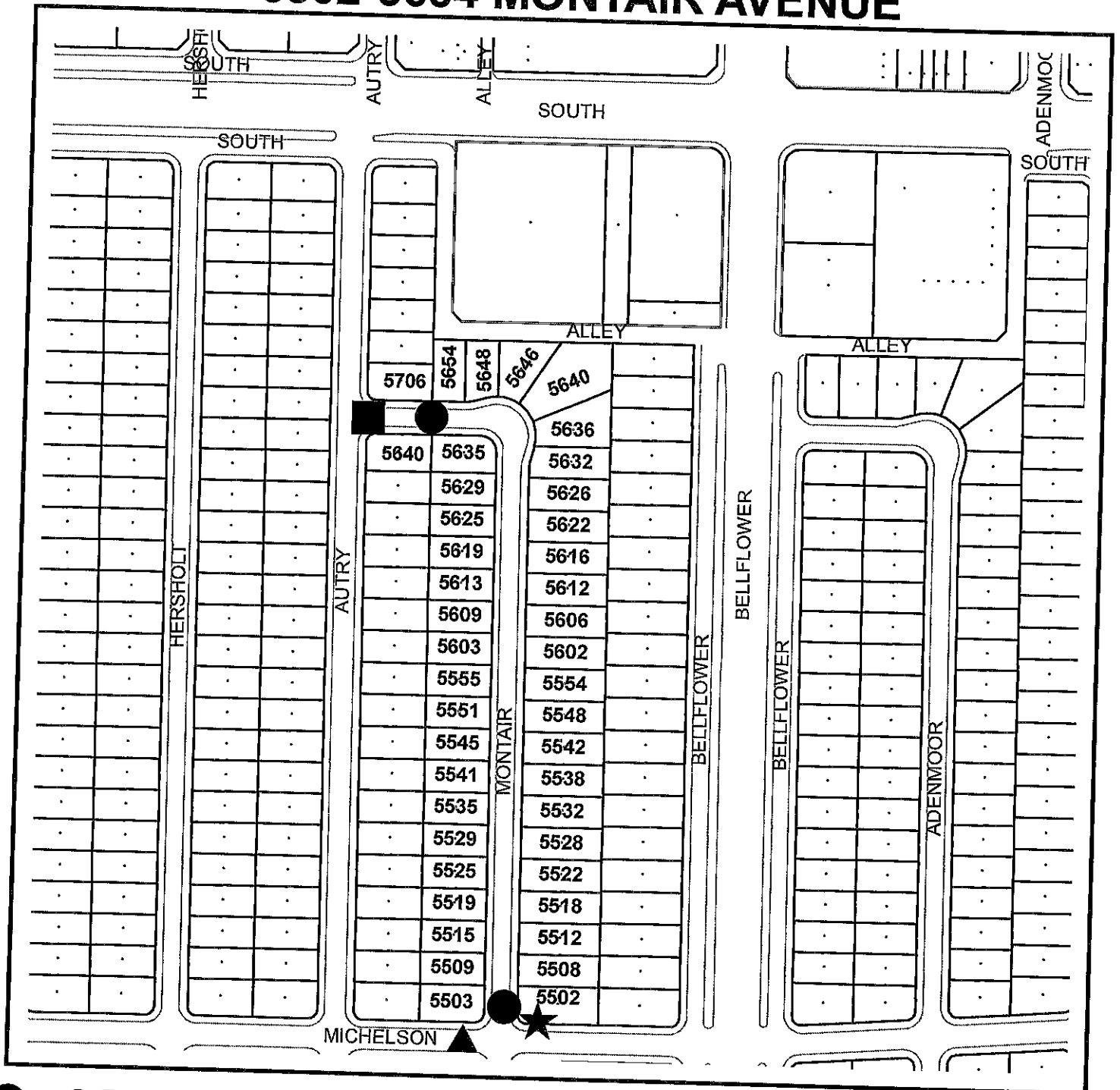


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. TO 10 P.M.

### 5502-5654 MONTAIR AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED"
  - 1 ADVANCED WARNING "ROAD CLOSED AHEAD"
  - ★ 1 "NO RIGHT TURN"
  - ▲ 1 "NO LEFT TURN"
- 6 BARRICADES  
8 DELINEATORS



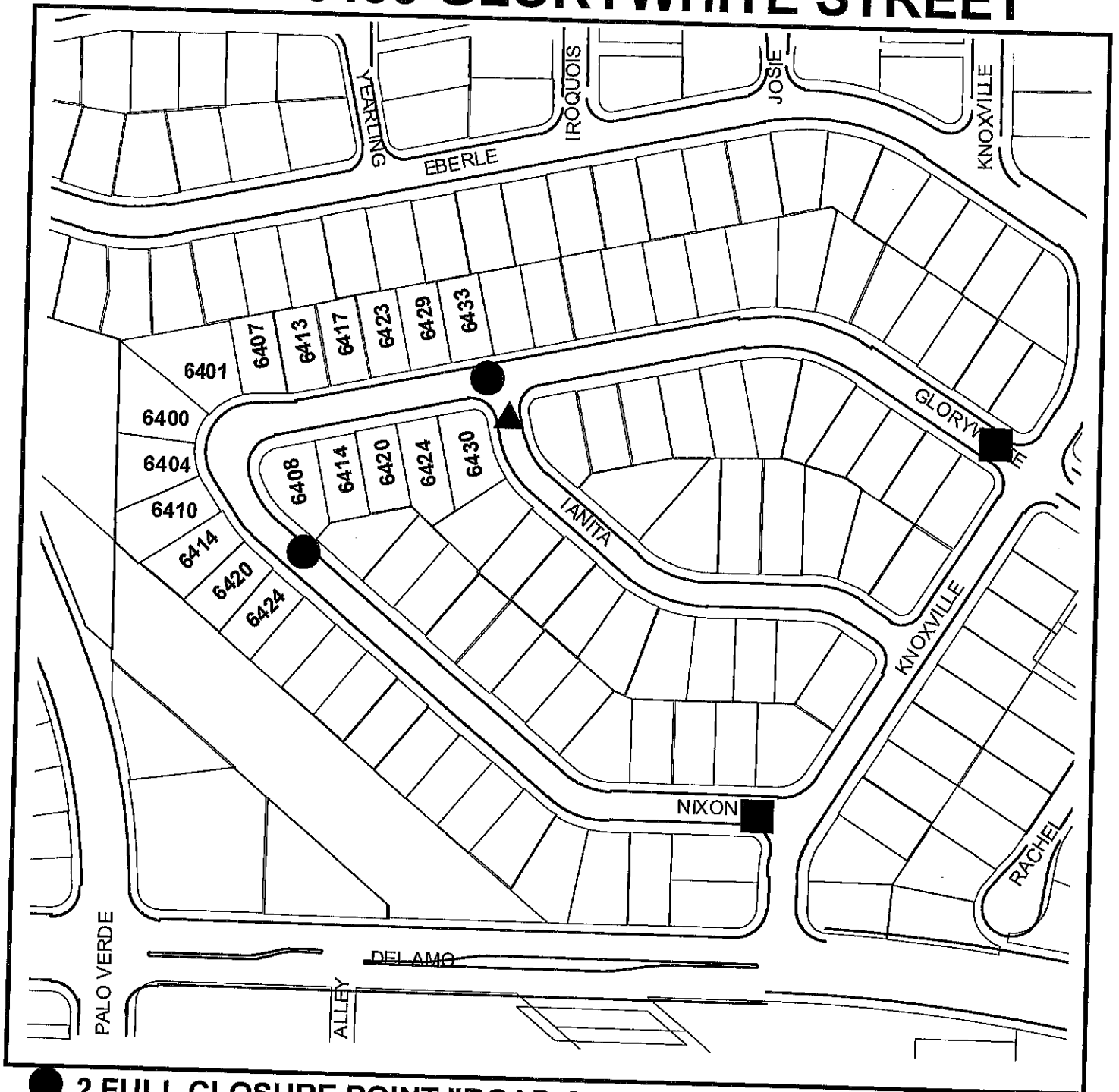
# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 6400-6424 NIXON STREET

### 6401-6433 GLORYWHITE STREET



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 2 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 0 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS

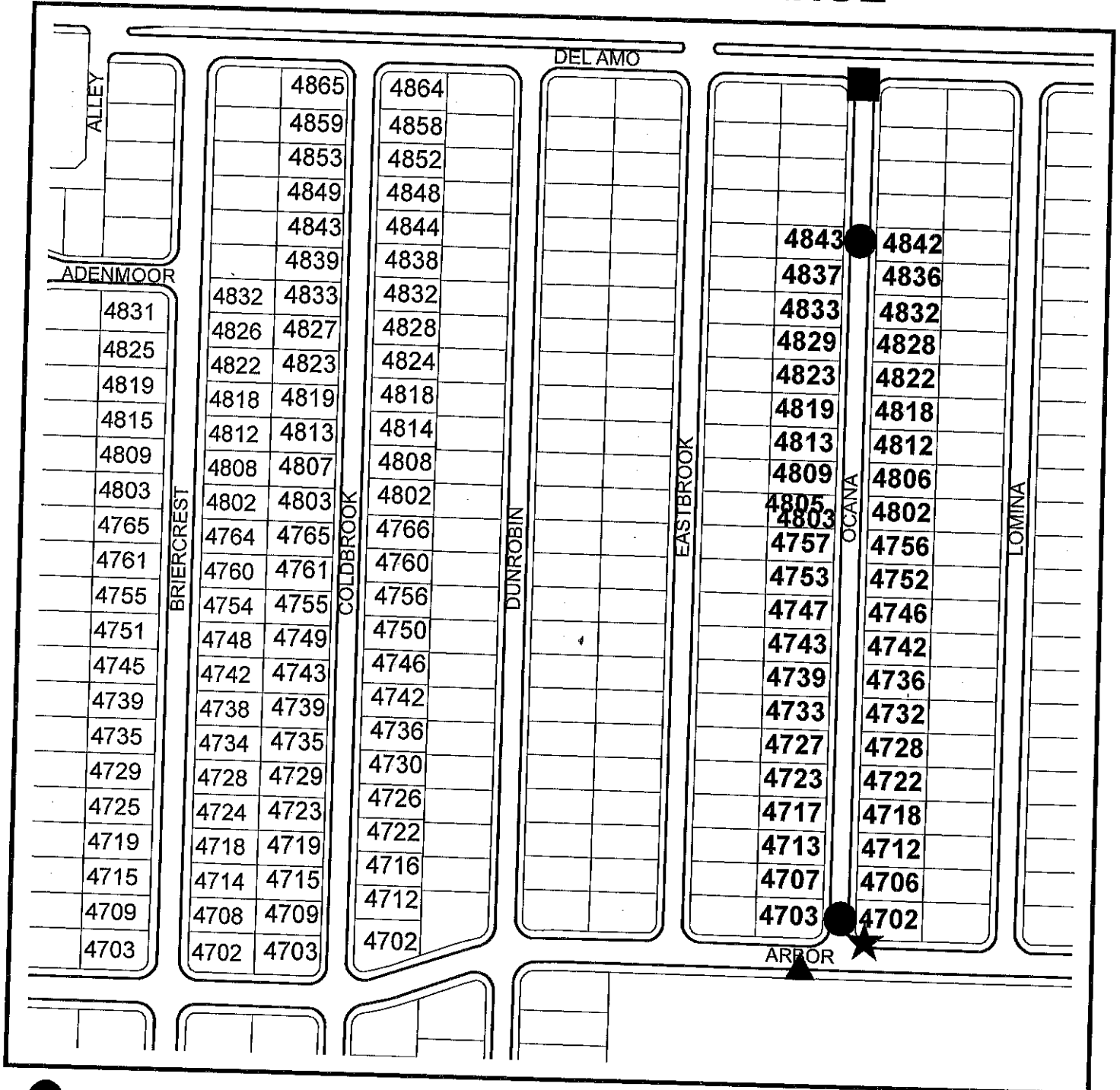


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4702 - 4843 OCANA AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 1 "NO RIGHT TURN" SIGN
- ▲ 1 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

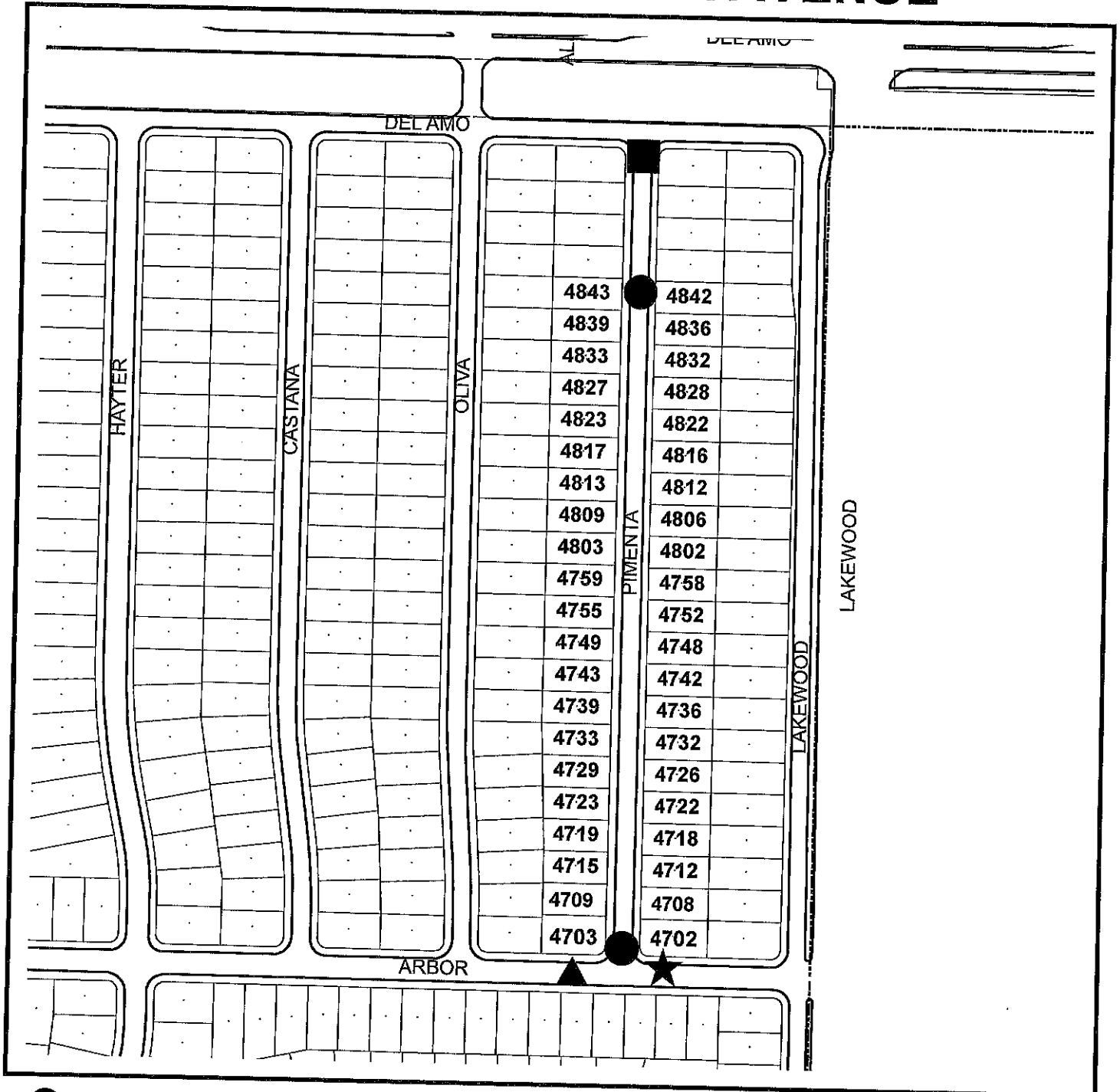


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 7:30 P.M.

### 4702 - 4843 PIMENTA AVENUE

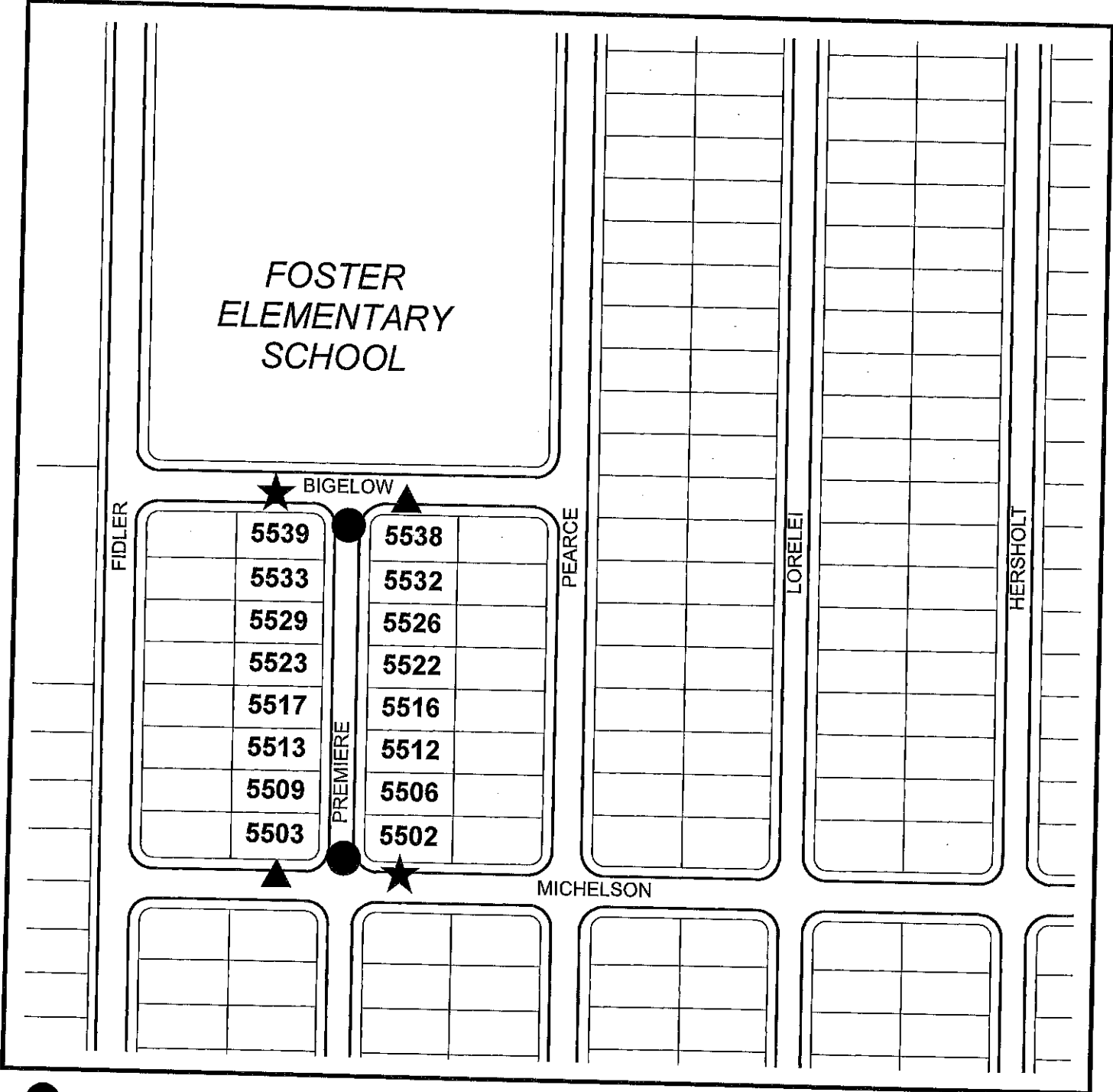


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 5502-5539 PREMIERE AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

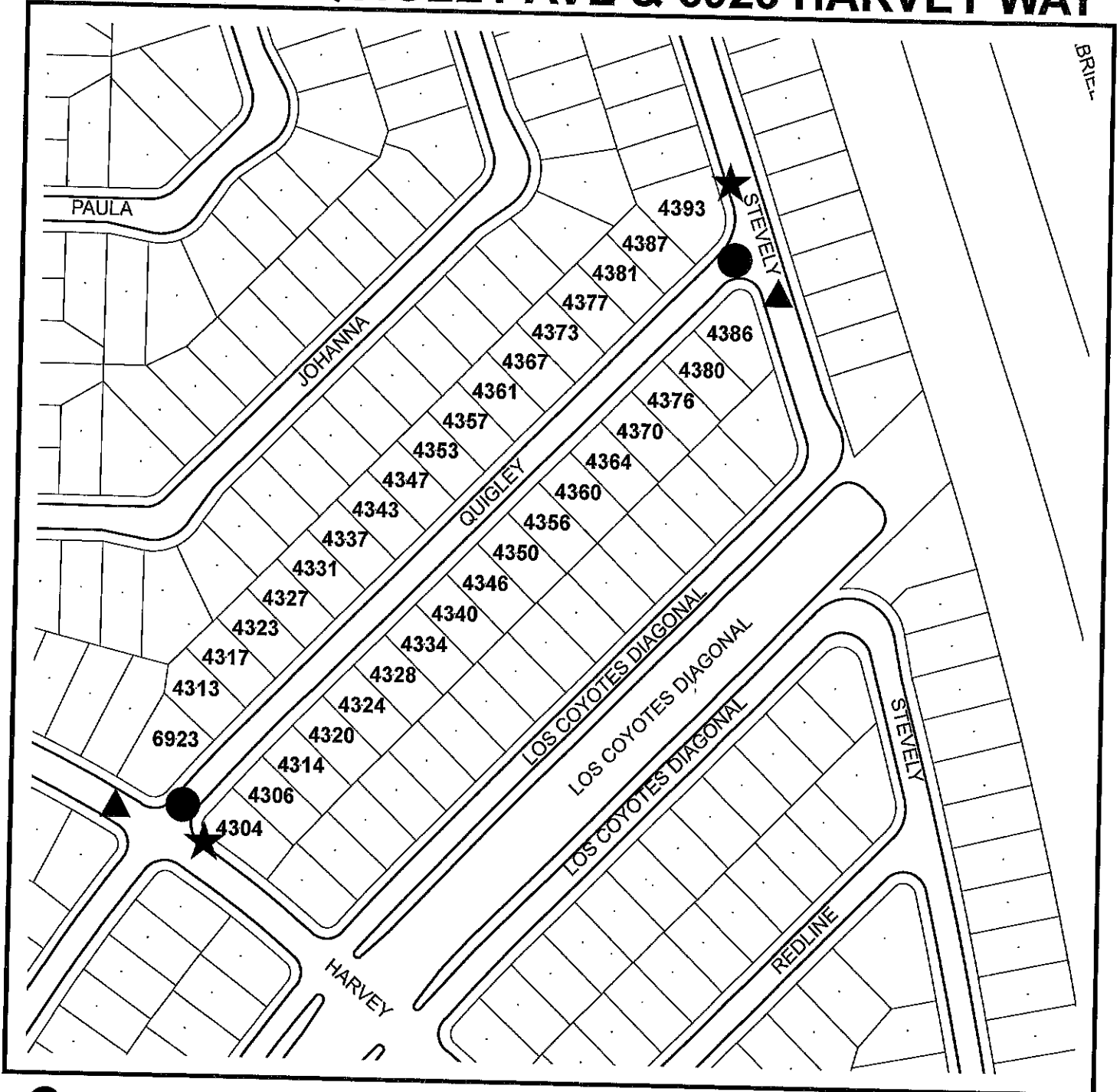


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

**4304-4393 QUIGLEY AVE & 6923 HARVEY WAY**



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS

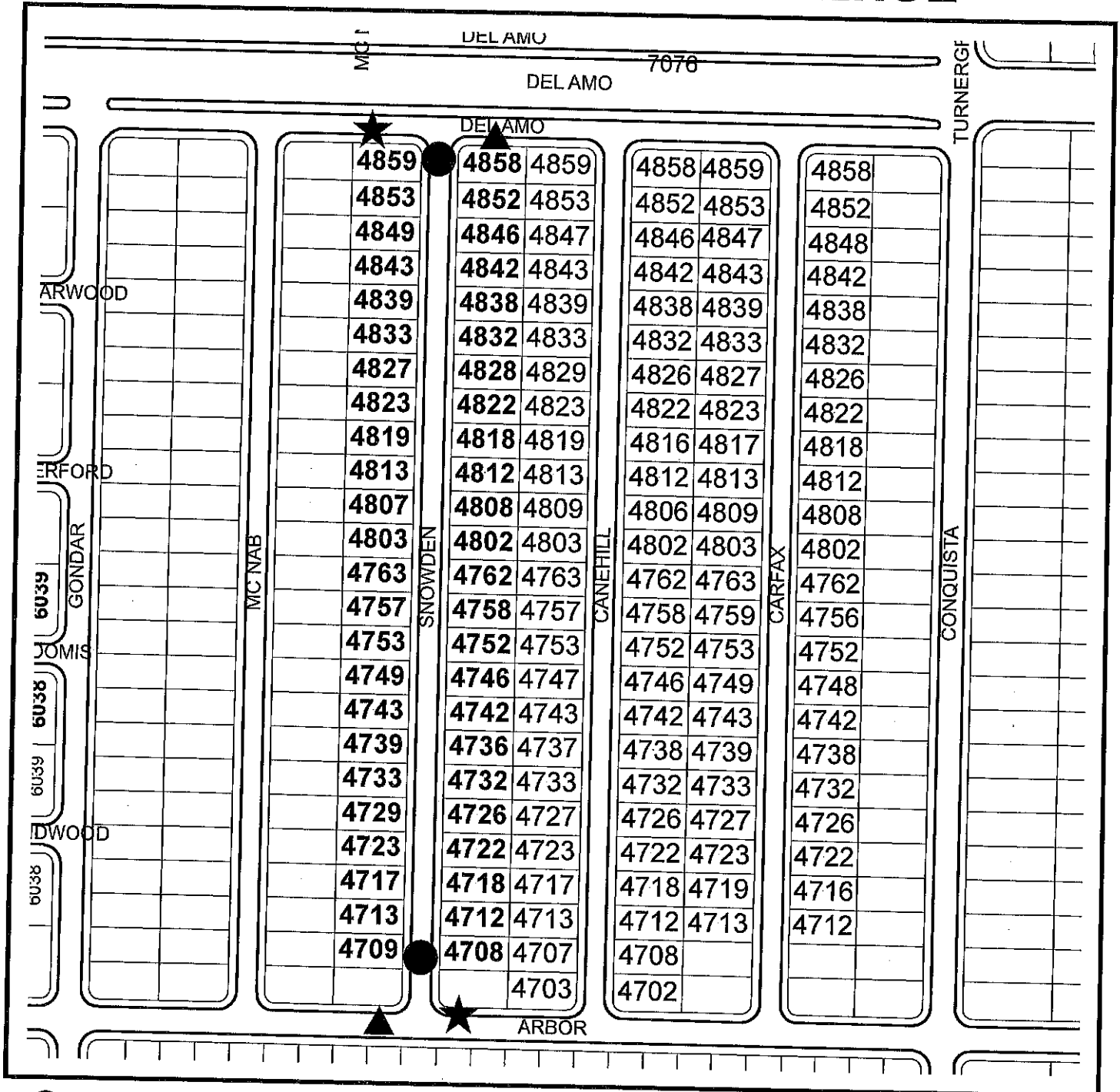


# BLOCK PARTY

## JULY 4, 2024

### 10 A.M. - 10 P.M.

### 4708 - 4859 SNOWDEN AVENUE



- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGN
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS
- ★ 2 "NO RIGHT TURN" SIGN
- ▲ 2 "NO LEFT TURN" SIGN

6 BARRICADES  
8 DELINEATORS



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

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Notice of Completion – FY 23/24 CDBG ADA Ramp Replacements; PW Project 24-02

### INTRODUCTION


The general scope of work for this project was the removal/disposal of forty (40) existing concrete ADA curb ramps and replacement with new ramps that comply with the latest applicable code requirements.

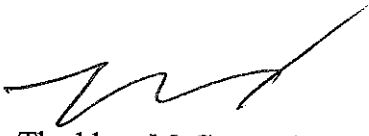
### STATEMENT OF FACT

On February 27, 2024 Council awarded Public Works Contract 2024-02 to CJ Concrete for \$192,000 with a contingency of \$40,000 for a not-to-exceed construction budget of \$232,000. One (1) change order was issued during construction for an amount of \$9,975 resulting in a final contract amount of \$201,975. The change order was authorized to allow for better transitioning from the adjacent pavement/hardscape to the newly adjusted elevations at several curb ramp locations. The work was substantially completed April 17, 2024, and was followed by the submission/review of labor compliance documentation as required per CDBG funding guidelines.

### RECOMMENDATION

That the City Council accept the work by CJ Concrete for “FY 23/24 CDBG ADA Ramp Replacements; PW Project 24-02” in the amount of \$201,975 and authorize the City Clerk to file the Notice of Completion for the project.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Purchase of Horse Feed and Shavings for Lakewood Equestrian Center

**INTRODUCTION**

City staff assumed the managerial and operational responsibilities for the Lakewood Equestrian Center on November 1, 2023. In the city’s effort to provide continuity of service for horse care and equestrian activities at the Lakewood Equestrian Center, staff have continued to offer boarders four feed options, and high quality shavings.

**STATEMENT OF FACT**

Providing horse boarding stalls and related horse care is a primary function of the Lakewood Equestrian Center. Boarded horses are fed twice a day, receive shavings (bedding) for their horse stall once per week and have their horse stall cleaned of manure each day. There is a monthly fee charged to customers for these services. Boarding rates are dependent on the size of the boarding stall, the type of horse feed provided, and relative charges for additional services such as extra shavings and additional horse feed, as requested by the horse owner. Rates charged to customers for horse feed are dependent on the type of feed provided.

In order for staff to provide the necessary care for boarded horses, the procurement of horse feed in multiple varieties along with an adequate stock of shavings for the horse stalls are necessary.

City staff secured pricing quotes for horse feed from three local distributors: Romberg Milling, SoCal Hay & Grain, and Whittier Feed & Seed Store. Following is a summary of unit pricing for horse feed from these product distributors. The unit pricing does not include sales tax and shipping, as delivery to the Lakewood Equestrian Center is dependent on the amount of product ordered at a time coupled with fuel charges.

<b>Feed</b> <i>Hay by bale</i> <i>Cubes by ton</i>	<i>Romberg Milling</i>	<i>SoCal Hay &amp; Grain</i>	<i>Whittier Feed &amp; Seed Store</i>
<b>Alfalfa Hay</b>	\$18.50	\$17.50	\$18.50
<b>Teff Hay</b>	\$26.00	\$21.50	\$23.50
<b>Timothy Hay</b>	\$29.00	\$29.50	\$37.50
<b>Total - Hay</b>	\$73.50	\$68.50	\$79.50
<b>Cubes</b>	\$11.33	N/A	N/A

City staff also secured pricing for shavings from three local distributors: Romberg Milling, Crown Shavings, and Hermes. Staff also secured pricing from Klassen Wood Company, a shavings manufacturer, to receive the best pricing possible. Following is a summary of unit pricing for shavings from these distributors. As noted above, the unit pricing does not include sales tax and shipping, as delivery to the Lakewood Equestrian Center is dependent on the amount of product ordered at a time, coupled with fuel charges.

Shavings/10cu. Bag	Crown Shavings	Klassen Wood Co	Hermes	Romberg Milling
	\$7.60	\$5.18	\$6.35	\$9.75

SoCal Hay & Grain presents the best overall pricing for horse feed for three varieties of horse feed. Romberg Milling provided the only pricing for horse feeding cubes, which are sold by the ton. In regards to shavings, Klassen Wood Company demonstrated the best competitive pricing, with Crown Shavings coming in second.


### SUMMARY

In line with the city's purchasing policy, staff secured pricing from at least three providers of each commodity. Purchases from the recommended vendors will be done on an as needed basis, dependent on the number of horses in boarding at the Lakewood Equestrian Center. Furthermore, staff will continue to gain knowledge and experience in purchasing horse feed and shavings, recognize the cyclical needs of the horses in boarding and identify new product distributors to secure the best pricing and quality of products for fiscal management of the Lakewood Equestrian Center.

### RECOMMENDATION

It is recommended that the City Council authorize the purchase of horse feed from Romberg Milling in an amount not to exceed \$69,900; horse feed from SoCal Hay & Grain in an amount not to exceed \$98,500 and shavings from Klassen Wood Company in an amount not to exceed \$136,550.

Valarie Frost *K3 FOR VF*  
Director of Recreation and Community Services

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** City-Wide VoIP Telecom Upgrade

### **INTRODUCTION**

In the past year, the city has experienced phone line outages at different park locations, with some extending into numerous weeks. These disruptions to service are a result of aging infrastructure. Telephone service providers are increasingly reluctant to repair their POTS lines' infrastructure as their popularity has waned, opting instead to concentrate any repair efforts on internet infrastructure. The City of Lakewood and our maintenance service provider have prepared a plan for the telephone system upgrade in June 2024.

### **STATEMENT OF FACT**

The Technology Depot, our trusted service provider, has been instrumental in maintaining and servicing our telephone system. Their responsiveness and dedication to our equipment and software have been commendable since they took over as our maintenance provider.

The City's current phone system utilizes plain old telephone (POTS) lines to provide telephony service. POTS lines work through a hardwired connection from City Hall to the phone company; currently, the entire phone system is stored in City Hall. The costs related to the regulated circuit-switched POTS lines remain much higher than they need for the service provided to the City. Voice over Internet Protocol (VoIP) is an alternative that can significantly reduce and eliminate POTS-related costs and improve reliability. VoIP telephony works by taking traditional voice signals and converting them to a form that can be transmitted easily over our internet connection. The City owns a Mitel Telephone System, a backup computer, a voicemail server, and various models of telephone instruments of varying age and capability.


Lakewood's current system is occupied with outdated and obsolete equipment, which has caused outages at the Nixon Yard & Burns Community Center. Each one of the outages was solved using VoIP phones, which required no additional on-site equipment outside of the phones. Additional outages have occurred at Mayfair & Palms Park. Those outages were directly a result of aging infrastructure owned by the telephone service providers, with repairs taking weeks to resolve as the telephone service providers prioritized repairs to internet connections over POTS lines.


The Technology Depot proposed a system upgrade consisting of purchasing eighty-five (85) refurbished Mitel 6900 series VoIP phones and a new Mitel MXell System Controller to increase capacity and dependability. The current system controller the City uses has exceeded its end of life, having been installed when the City began using the Mitel system in 2007. The new controller will allow the City to upgrade all existing lines to VoIP without affecting system integrity. The Mitel 6900 series of phones have already been deployed at City Hall, Mayfair, and the Nixon Yard and have proven to be reliable. Currently the City has \$30,870.35 available in account 10106400-58200. An additional \$36,000 is necessary to supplement the additional funding.

## **RECOMMENDATION**

Staff recommends that the City Council:

1. Authorize an appropriation of \$30,000 from the General Fund, plus a 10% contingency of \$6,000 from the General Fund, for a total of \$36,000 to the account 10106400-58200.
2. Approve the purchase of eighty-five (85) phones and business licenses from The Technology Depot at a cost of \$41,597.33.
3. Approve the purchase of Mitel MXell System Controller from The Technology Depot at a cost of \$8,936.88.
4. Approve the installation of eighty-five (85) phones and Mitel MXell System Controller with The Technology Depot at a cost of \$9,795.00.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager



**The Technology Depot**  
 1211 Mountain View Circle  
 Azusa, CA 91702  
 626.873.9750  
 626.873.9755 Fax  
 TheTechnologyDepot.com

## Add Order

**City of Lakewood**  
 Jack Wopschall  
 5050 Clark Avenue  
 Lakewood, CA 90712  
 562-866-9771 x2514

Date: May 23, 2024  
 Quote: COLW-052324-001  
 Term: See Below  
 Apprv: BJD  
 Rep: GD

**RE: CITY HALL and REMOTE Locations (Mitel Phone Upgrade Project) Upgrade Mitel DNIC / Analog phones to IP phones. City Hall campus ~ 68 phones, Remote location 17 (includes - Biscalluz Park (2), Bloomfield Park (2), Bolivar Park (1), Del Valle Park (2), McCormick Pool (1), Palms Park (2), San Martin Park (2), Weingart Senior Ctr. (3), Youth Ctr. (2). Will use existing data cables.**

Pos	Description	Part Number	Qty	Unit Price	Ext Price
1	MiVoice Bus License - Standard User	54004976	85	175.00	\$14,875.00
2	SWA Adv 1y MiVBus User	54009224	85	17.50	\$1,487.50
3	6915 IP Phone	50008384	6	220.00	\$1,320.00
4	6930R IP Phone(Refb)(3 yr warr.)	50006769	68	199.00	\$13,532.00
5	6930w IP Phone	50008386	2	450.00	\$900.00
6	AC Adaptor L6 48V NA (for W phones)	50006822	2	30.00	\$60.00
7	6900/6800 Wall Mount Kit	50006921	6	35.00	\$210.00
8	Yealink Cordless IP Phone	YL-76P	9	195.00	\$1,755.00
9	TA7102 Universal - 2pt (w/o AC cord)	51309161	1	260.00	\$260.00
10	PWR CRD C13 10A 125V - NA Plug	50006271	1	15.50	\$15.50
11	802.3af POE Power Injector Universal (Refb)	51015131	15	35.00	\$525.00
12	802.3af POE Power Injector Universal (new)}	50008342	60	46.00	\$2,760.00
13	C5 Power Cord with NA Plug Type	50008348	60	13.00	\$780.00
<b>Sub-Total - Mitel upgrade to IP phones</b>					<b>\$38,480.00</b>
Mitel Peripheral Node trade-in to IP upgrade (Includes Line cards and FIMS)					-\$750.00
<b>Adjusted Total - Mitel upgrade to IP phones</b> (Plus Sales Taxes & shipping)					<b>\$37,730.00</b>
Sales Taxes - 10.25%					\$3,867.33
<b>Grand Total - Mitel upgrade to IP phones</b>					<b>\$41,597.33</b>
Does not include customer provided CAT5/6 cabling					
Recommended that Mitel 3300 MXe I Controller be upgraded to a Mitel 3300 MXe III w/SSD Controller					

*"Our technology expertise becomes your competitive advantage!"*



The Technology Depot  
1211 Mountain View Circle  
Azusa, CA 91702  
626.873.9750  
626.873.9755 Fax  
TheTechnologyDepot.com

## Add Order

City of Lakewood  
Jack Wopschall  
5050 Clark Avenue  
Lakewood, CA 90712  
562-866-9771 x2514

Date: May 23, 2024  
Quote: COLW-052324-002  
Term: See Below  
Apprv: BJD  
Rep: GD

**RE: CITY HALL and REMOTE Locations (Mitel Controller Upgrade Project) Upgrade Mitel 3300 MXe I to a Refurbished MXe III controller with SSD storage to support high amount of IP and 6930 phones. Will re-use existing software, controller modules.**

Pos.	Description	Part Number	Qty.	Unit Price	Ext Price
1	Mitel MXeIII Controller w/Exp Proc\SSD HD (Refb)	50006271	1	7,750.00	\$7,750.00
2	Onsite Trip charge - City Hall	TRIPCSTD	1	95.00	\$95.00
3	TTDepot Professional Services - Controller upg	LBR175	8	175.00	\$1,400.00
<b>Sub-Total - Mitel MXe controller to MXeIII Upgrade</b>					<b>\$9,245.00</b>
<b>Mitel MXe controller to MXeIII Upgrade Discount</b>					<b>-\$1,000.00</b>
<b>Adjusted Total - Mitel MXe controller to MXeIII Upgrade</b> (Plus Sales Taxes & shipping)					<b>\$8,245.00</b>
Sales Taxes - 10.25%					\$691.88
<b>Grand Total - Mitel MXe controller to MXeIII Upgrade</b>					<b>\$8,936.88</b>
Total due upon signing - 70%					\$5,771.50
Total due upon Installation - 30%					\$2,473.50
(Plus Sales Taxes & shipping)					\$691.88

The Technology Depot appreciates this opportunity to assist your organization with its important telecommunications and networking requirements. For additional information or questions please contact Ginny Dean at 626.873.9764 or [GDean@TTDepot.com](mailto:GDean@TTDepot.com)

Customer Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

*"Our technology expertise becomes your competitive advantage!"*



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1211 Mountain View Circle  
Azusa, CA 91702  
626.873.9750  
626.873.9755 Fax  
TheTechnologyDepot.com

## Add Order

City of Lakewood  
Jack Wopschall  
5050 Clark Avenue  
Lakewood, CA 90712  
562-866-9771 x2514

Date: May 23, 2024  
Quote: COLW-052324-003  
Term: See Below  
Apprv: BJD  
Rep: GD

**RE: CITY HALL and REMOTE Locations (Mitel Phone Upgrade Project – Part 2) Installation for the Upgrade Mitel DNIC / Analog phones to IP phones. City Hall campus – 68 phones, Remote location 17 (includes – Biscailuz Park (2), Bloomfield Park (2), Bolivar Park (1), Del Valle Park (2), McCormick Pool (1), Palms Park (2), San Martin Park (2), Weingart Senior Ctr. (3), Youth Ctr. (2). Will use existing data cables.**

Pos	Description	Part Number	Qty	Unit Price	Ext Price
1	Onsite Trip charges - City Hall and Remote sites	TRIPCSTD	11	95.00	\$1,045.00
2	TTDepot Professional Services - Phone conversions Estimated Programming and Installation labor) Incl. - Phone programming, Migration of user profiles)	LBR175	50	175.00	\$8,750.00
Sub-Total - Installation of Mitel IP phones					\$9,795.00
Does not include customer provided CAT5/6 cabling					
:					
Total due upon signing - 70%					\$6,856.50
Total due upon Installation - 30%					\$2,938.50

The Technology Depot appreciates this opportunity to assist your organization with its important telecommunications and networking requirements. For additional information or questions please contact Ginny Dean at 626.873.9764 or [GDean@TTDepot.com](mailto:GDean@TTDepot.com)

Customer Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

*"Our technology expertise becomes your competitive advantage!"*

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

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Adoption of a Resolution Listing Proposed Projects using SB 1 FY 24-25 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 \$2,131,974 in RMRA funds in Fiscal Year 2024-2025. 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 24-25 funding.

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

Proposed Projects for FY 24-25:


Street and Project Description	Street	Segment	Estimated Useful Life	Planned Const.
Sidewalk Repairs	Candlewood	Knoxville to Palo Verde	25-50 Years	FY-25
	Paramount	Del Amo to Candlewood	25-50 Years	FY-25
Street Pavement Maintenance	Carson	Easterly City limits to Paramount	25-30 Years	FY-25
	Norwalk	Del Amo to Centralia	25-30 Years	FY-25
	Centralia	Studebaker to Easterly City limits	25-30 Years	FY-25
	Clark	Del Amo to Northerly City limits	25-30 Years	FY-25
	Downey	South to Candlewood	25-30 Years	FY-25
	Adenmoor	Arbor to Briercrest	25-30 Years	FY-25
	Briercrest	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Coldbrook	Arbor to Del Amo Frontage	25-30 Years	FY-25

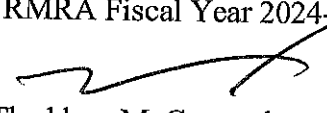
Street	Segment	Estimated Useful Life	Planned Const.
Dunrobin	Arbor to Del Amo Frontage	25-30 Years	FY-25
Eastbrook	Arbor to Del Amo Frontage	25-30 Years	FY-25
Ocana	Arbor to Del Amo Frontage	25-30 Years	FY-25
Lomina	Arbor to Del Amo Frontage	25-30 Years	FY-25
Radnor	Arbor to Del Amo Frontage	25-30 Years	FY-25
Albury	Arbor to Radnor	25-30 Years	FY-25
Alley South of Del Amo	Alley West of Woodruff to Woodruff	25-30 Years	FY-25
Alley West of Woodruff	Alley South of Del Amo	25-30 Years	FY-25
Woodruff Westerly Frontage	Arbor to Alley South of Del Amo	25-30 Years	FY-25
Del Amo South Frontage	Alley East of Bellflower to Alley West of Woodruff	25-30 Years	FY-25
Bellflower Easterly Frontage	Alley South of Del Amo to Arbor	25-30 Years	FY-25
Alley East of Bellflower	Alley South of Del Amo to Del Amo	25-30 Years	FY-25
Alley South of Del Amo	Bellflower to Alley East of Bellflower	25-30 Years	FY-25
Arbor	Bellflower to Woodruff	25-30 Years	FY-25
205 <sup>th</sup> St	Pioneer to Devlin	25-30 Years	FY-25
Arline	Centralia to North End	25-30 Years	FY-25
207 <sup>th</sup>	Pioneer to Norwalk	25-30 Years	FY-25
206 <sup>th</sup>	Arline to East End	25-30 Years	FY-25
206 <sup>th</sup>	Devlin to Elaine	25-30 Years	FY-25
Devlin	206 <sup>th</sup> to North End	25-30 Years	FY-25
Seine	205 <sup>th</sup> to North End	25-30 Years	FY-25
Seine	Centralia to 206 <sup>th</sup>	25-30 Years	FY-25
Violeta	205 <sup>th</sup> to Del Amo	25-30 Years	FY-25
Elaine	Centralia to 206 <sup>th</sup>	25-30 Years	FY-25
Clarkdale	205 <sup>th</sup> to North End	25-30 Years	FY-25
209 <sup>th</sup>	Pioneer to Horst	25-30 Years	FY-25
Horst	Centralia to 208 <sup>th</sup>	25-30 Years	FY-25
208 <sup>th</sup>	Elaine to Norwalk	25-30 Years	FY-25
Ibex	207 <sup>th</sup> to 208 <sup>th</sup>	25-30 Years	FY-25
Lemming	Elaine to Ibex	25-30 Years	FY-25
Alley West of Arline	Arline to Centralia	25-30 Years	FY-25
Alley North of Centralia	Alley West of Arline to Horst	25-30 Years	FY-25
Alley West of Seine	209 <sup>th</sup> to North End	25-30 Years	FY-25

	Street	Segment	Estimated Useful Life	Planned Const.
	Alley West of Norwalk	207 <sup>th</sup> to 208 <sup>th</sup>	25-30 Years	FY-25
	Florcraft	209 <sup>th</sup> to North End	25-30 Years	FY-25
	Horst Cul-de-Sac	Horst to Northwest End	25-30 Years	FY-25
	Alley East of Paramount	Carson to Paramount	25-30 Years	FY-25
	Alley East of Paramount	Paramount to Del Amo (North)	25-30 Years	FY-25
	Alley West of Paramount	Paramount to Del Amo (North)	25-30 Years	FY-25
	Alley West of Paramount	Paramount to Del Amo (South)	25-30 Years	FY-25
	Alley East of Paramount	Paramount to Del Amo (South)	25-30 Years	FY-25

#### 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 2024-2025 funds.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADOPTING A LIST OF PROJECTS FOR FISCAL  
YEAR 2024-25 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 \$2,131,974 in RMRA funding in Fiscal Year 2024-25 from SB 1; and

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

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

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

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

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "Very Good" condition and this revenue will help

us increase the overall quality of our road system and over the next decade will bring our streets and roads into an “Excellent” condition; and

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

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

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2024-25 Road Maintenance and Rehabilitation Account revenues:

Street and Project Description	Street	Segment	Estimated Useful Life	Planned Const.
Sidewalk Repairs	Candlewood	Knoxville to Palo Verde	25-50 Years	FY-25
	Paramount	Del Amo to Candlewood	25-50 Years	FY-25
Street Pavement Maintenance	Carson	Easterly City limits to Paramount	25-30 Years	FY-25
	Norwalk	Del Amo to Centralia	25-30 Years	FY-25
	Centralia	Studebaker to Easterly City limits	25-30 Years	FY-25
	Clark	Del Amo to Northerly City limits	25-30 Years	FY-25
	Downey	South to Candlewood	25-30 Years	FY-25
	Adenmoor	Arbor to Briercrest	25-30 Years	FY-25
	Briercrest	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Coldbrook	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Dunrobin	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Eastbrook	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Ocana	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Lomina	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Radnor	Arbor to Del Amo Frontage	25-30 Years	FY-25
	Albury	Arbor to Radnor	25-30 Years	FY-25
	Alley South of Del Amo	Alley West of Woodruff to Woodruff	25-30 Years	FY-25
	Alley West of Woodruff	Alley South of Del Amo	25-30 Years	FY-25
	Woodruff Westerly Frontage	Arbor to Alley South of Del Amo	25-30 Years	FY-25

Del Amo South Frontage	Alley East of Bellflower to Alley West of Woodruff	25-30 Years	FY-25
Bellflower Easterly Frontage	Alley South of Del Amo to Arbor	25-30 Years	FY-25
Alley East of Bellflower	Alley South of Del Amo to Del Amo	25-30 Years	FY-25
Alley South of Del Amo	Bellflower to Alley East of Bellflower	25-30 Years	FY-25
Arbor	Bellflower to Woodruff	25-30 Years	FY-25
205 <sup>th</sup> St	Pioneer to Devlin	25-30 Years	FY-25
Arline	Centralia to North End	25-30 Years	FY-25
207 <sup>th</sup>	Pioneer to Norwalk	25-30 Years	FY-25
206 <sup>th</sup>	Arline to East End	25-30 Years	FY-25
206 <sup>th</sup>	Devlin to Elaine	25-30 Years	FY-25
Devlin	206 <sup>th</sup> to North End	25-30 Years	FY-25
Seine	205 <sup>th</sup> to North End	25-30 Years	FY-25
Seine	Centralia to 206 <sup>th</sup>	25-30 Years	FY-25
Violeta	205 <sup>th</sup> to Del Amo	25-30 Years	FY-25
Elaine	Centralia to 206 <sup>th</sup>	25-30 Years	FY-25
Clarkdale	205 <sup>th</sup> to North End	25-30 Years	FY-25
209 <sup>th</sup>	Pioneer to Horst	25-30 Years	FY-25
Horst	Centralia to 208 <sup>th</sup>	25-30 Years	FY-25
208 <sup>th</sup>	Elaine to Norwalk	25-30 Years	FY-25
Ibex	207 <sup>th</sup> to 208 <sup>th</sup>	25-30 Years	FY-25
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Alley West of Elaine	207 <sup>th</sup> to 208 <sup>th</sup>	25-30 Years	FY-25
Alley West of Norwalk	207 <sup>th</sup> to 208 <sup>th</sup>	25-30 Years	FY-25
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Horst Cul-de-Sac	Horst to Northwest End	25-30 Years	FY-25
Alley East of Paramount	Carson to Paramount	25-30 Years	FY-25
Alley East of Paramount	Paramount to Del Amo (North)	25-30 Years	FY-25
Alley West of Paramount	Paramount to Del Amo (North)	25-30 Years	FY-25
Alley West of Paramount	Paramount to Del Amo (South)	25-30 Years	FY-25
Alley East of Paramount	Paramount to Del Amo (South)	25-30 Years	FY-25

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 11TH DAY OF JUNE, 2024.

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Mayor

ATTEST:

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City Clerk

# DIVIDER SHEET

# Public Hearings

Item 1.1.a - City Manager's Report  
will be an oral presentation

## MEMORANDUM

TO: CITY COUNCIL

FROM: CITY ATTORNEY

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

DATE: JUNE 11, 2024

SUBJECT: BUDGET - DETERMINING ANNUAL APPROPRIATIONS, SPENDING LIMITS FOR FISCAL YEAR 2024-2025, ADOPTION OF THE BUDGET FOR FISCAL YEARS 2024-25 and 2025-26

Find attached the following:

1. Resolution authorizing the automatic appropriation of un-appropriated funds into the Fund Balance as specified by the Governmental Fund Balance Policy as of June 30, 2024. Article XIII.B (Gann) provides the total annual appropriation of each local government shall not exceed the appropriation limit of such entity for the prior year, adjusted for changes in cost of living, except as otherwise provided therein. The City, therefore, in preparing its budget must determine its appropriation limits in order to avoid some of the undesirable effects of Proposition 4 (Gann Initiative). One of the provisions of Article XIII.B as contained in XIII.B(2) is that revenues received by the City in excess of the annual amount appropriated in compliance with the Article during the fiscal year shall be returned by revisions of tax rate or fee schedules within the next two subsequent fiscal years. It is recommended that a resolution be adopted to reflect revisions, both as to budgeted revenues and expenditures, so the appropriations equal the actual revenues prior to consideration of the following.
2. Prior to adoption of the budget, it is recommended that the City, by separate resolution, determine its annual appropriation limit for the Fiscal Year 2024-25. Find attached a resolution making that determination.

Unlike Proposition 13, which was a limitation on taxation raising money, Proposition 4 (Gann initiative), as amended by Proposition 111, is a limitation on spending money and relates to the proceeds of most types of taxes and revenue and some types of state subventions. The function of Article XIII.B is to regulate the appropriations of proceeds of taxes, which generally are tax revenues, user fees and charges (to the extent they exceed costs), interest and dividends earned on the investment of tax revenues, and certain subventions. State subventions that are included within the definition of "proceeds of taxes" are those that are received by the entity without restriction. Federal grants and subventions are not included.

Although Proposition 4 is technical, its basic mechanism is simple, and that is that the total annual appropriation of the City is subject to limitations. In other words, the total annual appropriation of proceeds from taxes (as previously defined) may not exceed the appropriations limit of the entity for the prior year, except as adjusted for changes in the cost of living and population (XIII.B Sections 1, 8[c], [e] and [f]). The limitation is the total appropriation of the prior year—not the actual appropriation of the prior year.

Pursuant to XIII.B.8.10.5, the appropriation limit for Fiscal Year 1986-87 in the amount of \$14,339,821 is the limit for appropriations for fiscal year beginning July 1, 2024, adjusted by the changes made since then as authorized therein.

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

1. Each year by resolution the City Council shall establish its appropriation limits for the following fiscal year, at either a regularly scheduled Council meeting or a noticed special meeting. Find attached resolution making that determination.
2. Determination of the appropriation limit is a legislative act subject to judicial review (Section 7910).
3. For Fiscal Year 2024-25 the appropriation limit shall equal the following (Section 7902[b]):
  - a. The appropriation limit for the 1986-87 fiscal year (\$14,339,821) multiplied by the product of the change in cost of living, as defined in Paragraph (2) of subdivision (3) of Section 8 of Article XIII.B. of the California Constitution and the change in population of local jurisdiction for the calendar year preceding the beginning of the fiscal year for which the appropriation limit is to be determined, and adjusted for other changes required or permitted by Article XIII.B. of the California Constitution.
4. In determining "change of California per capita personal income," reference must be made to Section 7901(a), and "change in cost of living," Section 7901(b), and "change in population," Section 7901(c).
5. In determining whether revenue received is in excess of the amount appropriated (and, therefore, must be returned to the taxpayers by a revision of tax rates and fee schedules as specified in XIII.B.2) Section 7901(h) defines said revenues as follows: "Revenues means all tax revenues and the proceeds to a local jurisdiction or the state received from (1) regulatory licenses, user charges, and user fees to the extent that these proceeds exceed the costs reasonably borne by that entity in providing the regulation, product or service, and (2) the investment of tax revenues as described in subdivision (I) of Section 8 of Article XIII.B. For a local jurisdiction, revenues and appropriations shall also include subventions as defined in Section 7903 to be money which is unrestricted by statute."

6. Not later than May 1 of each year the State Department of Finance shall notify the City of changes in the cost of living or changes in the California per capita income, whichever is lesser, and the population for each local jurisdiction for the prior calendar year, and these figures shall be used in the computation (Section 7909).
7. The aforementioned computation shall be contained in or attached as a schedule to the Resolution adopted prior to June 30, 2024 (Section 7910).

In addition, attached is a Resolution which may be used to adopt the budget. This Resolution should be adopted after adoption of the aforementioned Resolutions and the public hearing establishing the annual appropriation limits for Fiscal Year 2024-25. In respect to adoption of the appropriation of funds for Fiscal Year 2023-24 and the budget for Fiscal Years 2024-25 and 2025-26, please be further advised as follows:

1. Payroll warrants or checks need not be audited by the City Council prior to payment, provided the payroll is presented to the City Council for ratification and approval at the first meeting after delivery of the payroll warrants or checks. Warrants or checks drawn in payment of demands, certified or approved by the Director of Finance and Administrative Services as conforming to a budget approved by Resolution of the City Council, need not be audited by the City Council prior to payment if such warrants or checks are presented to the City Council for ratification and approval at the first meeting after delivery of the warrants or checks (Government Code Section 37208). The financial and accounting duties of the City Clerk have by ordinance been transferred to the Director of Finance and Administrative Services (LMC 3132). Approval of the budget by resolution will put into effect the aforementioned procedure, and checks or warrants of the City conforming to the budget may be drawn and paid by the Director of Finance and Administrative Services on the appropriate signature of the Mayor and/or Treasurer, provided the same are placed on the next Register of Demands for approval by the City Council.
2. The Resolution approving the budget also appropriates funds for Fiscal Years 2024-25 and 2025-26. Unless the City Council should otherwise direct, all projects therein set forth are authorized by the Resolution approving the budget and may be performed without further Council direction. Checks drawn in payment of demands arising therefrom, and certified by the Director of Finance and Administrative Services as conforming to the budget, need not be audited prior to payment, and shall be presented to the City Council for ratification and approval at the first meeting of the City Council after delivery of the checks (Section 37208).
3. Each City officer, department, board or commission, including the governing body of any special district or school district whose jurisdiction lies wholly or partly within the City and whose function includes recommending preparation of plans for or construction of major public works, shall submit to the City Council a list of proposed public works recommended for planning initiation or construction during the fiscal year (Government Code Section 65401).

4. The Resolution approving the budget contains a provision authorizing the City Manager to proceed with specific projects enumerated in the budget. In addition, the Mayor is directed to execute all necessary contracts to carry out the foregoing. The purpose of this provision is to make sure the projects set forth in the budget are authorized and may be performed without further Council direction, unless otherwise required by law. For example, some projects and contracts may be awarded and proceeded on only following a public hearing before the City Council as required by law. Otherwise, where no such procedure or public hearing is required, or otherwise directed by the City Council, the Resolution enclosed authorizes the City Manager to arrange for the performance of any such projects enumerated in the budget.
5. In addition, Section 37110 of the Government Code authorizes the City Council to expend monies accruing to the General Fund in the fiscal year for music and promotion, including promotion of a sister city and town affiliation program.
6. The Mayor is authorized to sign all warrants on the City Treasury and all written contracts and conveyances of the City, or in his absence, the Mayor Pro Tem (Gov. Code Section 40602). Therefore, where a project is authorized by the budget, the Mayor will execute the agreement, upon approval as to form by the City Attorney, without further Council approval. The City Council may, however, in any given case, direct otherwise. The City Council may by ordinance also authorize someone other than the Mayor to perform this function (Gov. Code Section 40602).
7. The Resolution also authorizes the City Manager, or his designee, to make transfers of budget appropriations between classifications and activities within funds. The purpose is to allow these transfers without frequent reference to the City Council for approval.

RESOLUTION NO. 2024-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE BUDGET FOR FISCAL YEAR 2023-24, AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2024

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

SECTION 1. The budget for the fiscal year ending June 30, 2024, is hereby amended to reflect that funds established and monies appropriated shall not be considered as restricted totally in their availability and use, and the amounts thereof may be adjusted between funds as necessary to serve the needs of the City.

SECTION 2. The budget heretofore adopted for the fiscal year ending June 30, 2024, is amended as provided herein.

SECTION 3. Any unencumbered appropriations in the General Fund at the close of business on June 30, 2024, including grant appropriations, shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Similarly, any un-appropriated balance in the General Fund at the close of business on June 30, 2024 is hereby appropriated into the Fund Balance as specified by the Governmental Fund Balance Policy. The revenue which will be recognized as a result of the carry forward of grant appropriations shall also be carried forward into Fiscal Year 2024-25 as budgeted revenues.

SECTION 4. Any unencumbered appropriations in any other Fund of the budget shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Any other un-appropriated balance in any other Fund of the budget at the close of business on June 30, 2024 is hereby appropriated therein to the Fund Balance as specified by the Governmental Fund Balance Policy.

SECTION 5. This Resolution shall be effective upon adoption.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**1.1.c**

RESOLUTION NO. 2024-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD DETERMINING THE TOTAL ANNUAL  
APPROPRIATION SUBJECT TO LIMITATION OF THE CITY  
OF LAKEWOOD FOR THE FISCAL YEAR 2024-25

WHEREAS, the City Manager has prepared and submitted to the City Council a budget for the fiscal year commencing July 1, 2024; and

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

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

WHEREAS, the City of Lakewood has complied with all of the provisions of Article XIII.B and Government Code Section 7902 in determining the total annual appropriation subject to limitation for the Fiscal Year 2024-25.

SECTION 1. The City Council finds this Resolution and the schedules attached hereto as presented to it for adoption at a regular meeting of the City Council of the City of Lakewood on June 11, 2024, and that fifteen days prior to such meeting the documentation used in the determination of the appropriation limit was made available to public inspection.

SECTION 2. The total annual appropriations of the City of Lakewood subject to limitation as specified in Article XIII.B of the State Constitution for the Fiscal Year 2024-25, commencing July 1, 2024, as set forth on Exhibit A attached hereto and made a part hereof, is hereby fixed and determined to be \$58,265,059.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**1.1.d**

## EXHIBIT A

Gann Limit Calculation	2024-25
Other Revenues	50,251,507.00
Total revenues less taxes & investment income	50,251,507.00
Tax-related revenues	56,515,580.00
Taxes subject to Gann Limit without interest	56,515,580.00
Total Investment Earnings-all funds	3,305,050.00
Total Interest	3,305,050.00
Non-tax revenues	50,251,507.00
Tax-related revenues	56,515,580.00
Total revenues	106,767,087.00
Non-tax revenues	50,251,507.00
Total revenues	106,767,087.00
% of Total	0.4707
Tax-related revenues	56,515,580.00
Total revenues	106,767,087.00
% of Total	0.5293
Interest Revenue	3,305,050.00
Non tax related revenues rate	0.4707
Interest proceeds from non-tax revenues	1,555,570.62
Interest Revenue	3,305,050.00
Tax related revenues rate	0.5293
Interest proceeds from tax revenues	1,749,479.38
Interest proceeds from tax revenues	1,749,479.38
	56,515,580.00
	58,265,059.38
Gann Limit (Using LA County Factor)	74,316,727.00
Proceeds subject to limit	58,265,059.00
	78.4%

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Purchasing Policy Update

### **INTRODUCTION**

The City maintains a comprehensive purchasing policy reflective of the City's municipal code, related resolutions, past practice, and best practices in the industry.

### **STATEMENT OF FACT**

The policy has not been substantially modified in over 20 years, with only a minor update in March 2022. The recommended changes presented herein do not change the structure, procurement practices and protocols of the policy. Rather, the proposed revisions adjust the purchasing threshold amounts upward to levels that are more current and in line with other municipalities. The revisions allow for proper controls and guidelines to remain in place, while allowing for the procurement process to be streamlined and not become overly burdensome.

Here are some of the key points of the proposed changes:

- Purchases of equipment and supplies with an estimated value in excess of \$5,000 but not more than \$50,000 require informal bidding. Previous limits were \$1,000 and \$20,000.
- Purchases of equipment and supplies with an estimated value greater than \$50,000 shall be awarded by the City Council and require formal bid procedures. Previous threshold was \$20,000.
- Services provided for an amount up to \$25,000 may be secured by a purchase order and approved by the Department Head. Previous threshold was \$5,000.
- Services provided for an amount up to \$25,000 may be secured by a purchase order and approved by the Department Head.
- Services secured by contract for an amount greater than \$25,000 and under \$50,000 shall be approved and/or awarded by the City Manager.
- Services secured by contract with a dollar amount exceeding \$50,000 shall be approved and/or awarded by the City Council.
- A contract shall be prepared for all general or professional services for an amount in excess of \$25,000.
- Supplies and equipment certified by the Department Head as having a value up to \$5,000 may be sold or disposed by the Purchasing Officer by current available means. Previous threshold was \$500.
- Supplies and equipment certified by the Department Head as having value over \$5,000 shall be sold at auction. Previous threshold was \$500.
- Petty cash purchases are limited to amounts not exceeding \$150. Previous limit was \$75.

A complete version of the proposed policy is attached as well as a “red line” version highlighting the proposed changes to the existing policy.

**RECOMMENDATION**

It is recommended that the City Council adopt the proposed Resolution amending the Purchasing Policy as presented.



Jose Gomez  
Director of Finance and Administrative Services



Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADOPTING A REVISED PURCHASING POLICY

THE CITY COUNCIL OF THE CITY OF LAKEWOOD HEREBY RESOLVES AS  
FOLLOWS:

SECTION 1. The City Council hereby adopts the revised "Purchasing Policy" attached hereto as Exhibit "A" as the official Purchasing Policy of the City of Lakewood. In the event of any conflict between such Purchasing Policy and any other City Ordinance, Resolution or policy, the provisions of the attached Purchasing Policy shall prevail.

SECTION 2. 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 3. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **Exhibit A**

### **CITY OF LAKEWOOD Purchasing Policy**

#### **PURPOSE**

The purpose of this policy is to emulate best practices in purchasing procedures.

#### **OBJECTIVES**

The objective of this policy is to establish an efficient procedure for the purchase of supplies and equipment, and procurement of services, and references purchase/acquisition of real property and contracting for the construction of public works projects consistent with state law. These procedures shall not be overly time consuming and cumbersome, while allowing the City to obtain the best professional services, and acquire quality supplies, general services, and equipment at the lowest reasonable cost.

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### **OVERVIEW**

In accordance with the provisions of Sections 54201 and 54204 of the Government Code of the State of California, and the procedures in this policy; the authority for the purchase of supplies, equipment, and services is vested in the Purchasing Officer and such procedures and policies shall govern all purchases of supplies and equipment.

The provisions of this policy apply to the purchase of supplies, equipment, services, and references the purchase of real property as prescribed by state and federal law, and public works projects as defined by Section 37901 of the Government Code. This policy identifies binding documents such as contracts, agreements and letter agreements as "contract(s)".

The provisions of this policy do not apply to the purchase of supplies, equipment, and professional services where the City Council has, by contract or resolution, contracted for or transferred the authority to make the purchase of supplies, equipment, and services to another governmental agency or officer and where the other governmental agency or officer, in the purchase of supplies, equipment, and services, follows this policy and procedures in substantial compliance with provisions of Sections 54201 and 54204 of the Government Code of the State of California.

#### **Duties of the Purchasing Officer**

The City Manager, or his/her authorized representative(s), shall act as the City's Purchasing Officer and be responsible for the purchase of all supplies, equipment and services for all departments and divisions of the City. The duties of the Purchasing Officer may be combined with those duties of any other officer or position in the City. The Purchasing Officer shall have the authority and duty to:

- (a) Purchase or contract for needed City supplies, equipment and services, which are not included within a construction contract or proposed specifications for a construction contract of public work being administered by any other City department;
- (b) Investigate, keep knowledgeable about, negotiate, and recommend on the execution of contracts or the purchasing of supplies, equipment and services pursuant to the procedures of this policy, and such administrative rules and regulations as prescribed by the City Council;
- (c) Keep informed of current developments concerning purchasing, prices, market conditions, and new products and services;
- (d) Prescribe and maintain such forms and procedures as necessary for the proper operation of the purchasing and contracting system;
- (e) Operate and maintain the warehouse and designated storage facilities of the City and such control records as are necessary for the proper inventory of stocks and supplies;
- (f) Inventory and keep a record of all purchases and supplies of the City;

## **Exhibit A**

- (g) Maintain up-to-date bidder's list, vendor's catalogs, files, and such other records as needed to perform these duties;
- (h) Ensure that purchasing specifications are written to encourage full competition, as such, he/she shall negotiate and recommend execution of contracts for the purchase of supplies, equipment, and services and seek the needed quality at least expense to the City, and discourage collusive bidding and endeavor to obtain as full and open competition as possible on all purchases;
- (i) Inspect supplies and equipment delivered, and contractual services performed, to determine their conformance with the specifications set forth in the order or contract. Purchasing Officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications;
- (j) The Purchasing Officer shall submit a report to the City Council quarterly on all such equipment and vehicle purchases over \$5,000;
- (k) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for City use;
- (l) Review and monitor service contracts to ensure adherence to contractual terms, limitations and deadlines, and that service contracts are being performed with requisite quality, on time and within budget. Maintain a positive relationship with the service providers and/or companies. Assure customers are satisfied with the service under the contract;
- (m) Perform such other tasks as may be necessary for the proper conduct of purchasing of supplies, equipment, and services.

### **PROCEDURES**

#### **Estimates of Requirements**

All Department Heads shall file detailed estimates of their requirements in supplies, equipment and services in such a manner, at such time, and for such future periods as the City Manager shall prescribe.

#### **Requisitions**

Department Heads or their designees shall submit requests for supplies, equipment and services to the Purchasing Officer by the standard requisition electronic entry procedure.

#### **Purchase Orders**

The purpose of a purchase order is to ensure compliance with this Purchasing Policy.

- (a) Purchases of supplies and equipment shall be made only by purchase order issued by the Purchasing Officer.
- (b) Securing of services shall be made by purchase order for an amount up to \$25,000. Purchases of services shall be made by contract if greater than \$25,000.

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### **Encumbrance of Funds**

Except in cases of urgency or emergency as described in this policy, the Purchasing Officer shall not issue any purchase order or contract, for the purchase of supplies, equipment, and services unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged or City Council has authorized said purchase.

### **Purchases on Behalf of the City**

Purchases may 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, provided that the government entity acquiring the supplies, equipment or service substantially adheres to the procedures for the purchase of supplies, equipment, and professional services set forth in this policy.

### **AWARD OF CONTRACTS: GENERAL OR PROFESSIONAL SERVICES**

Except as provided by this policy, the procurement of services not included in the construction contract or bid specification for a public works project shall be by Request for Proposal/Qualifications (RFP/Q) procedure as provided in this policy, and shall be made as follows:

- (a) Contracts, as referenced in this policy, represent all written contracts, agreements or letter agreements, rate schedules, and amendments. All written contracts, agreements or letter agreements shall be approved by City Attorney as to form.
- (b) All service contracts shall require the provider to meet the California Joint Powers Insurance Authority's insurance coverage recommendations, unless deemed inappropriate by the Risk Manager and/or City Attorney who will then determine the appropriate insurance coverage.
- (c) A Department Head may approve the contracting for services up to \$25,000 with qualified consultants/firms.
- (d) Services provided for an amount up to \$25,000 may be secured by a purchase order and approved by the Department Head.
- (e) A contract shall be prepared for all general or professional services for an amount in excess of \$25,000.
- (f) Services secured by contract for an amount greater than \$25,000 and under \$50,000 shall be approved and/or awarded by the City Manager.
- (g) Services secured by contract with a dollar amount exceeding \$50,000 shall be approved and/or awarded by the City Council.
- (h) Contract amendments. An Amendment shall be used to modify the contract documents regarding contract price, schedule of payments, completion date, plans and specifications, expanding scope of work due to change in conditions, and for unit price overruns and under runs, as specified in the contract. Work description and justification should relate to the

## **Exhibit A**

original project and should be necessary to achieve original scope of project. After a determination that costs is merited by developments in a specific project, the City Manager is authorized to issue Amendments up to the contract contingency amount approved by the City Council for the individual contract as follows:

- (1) If the contract was originally executed for an amount under \$50,000, the City Manager shall have the authority to issue Contract Amendments, provided that the sum of all amendments, plus original contract amount, shall not exceed \$50,000. If the amended contract will exceed \$50,000, the City Council shall approve the contract amendment.
- (2) Once the original contract plus all accumulated Amendments is in an amount that exceeds \$50,000, subsequent Amendments must be approved by the City Council prior to commencing the work.
- (3) For a contract originally executed for an amount in excess of \$50,000 and originally approved by City Council, the City Manager shall have authority to issue Amendments, provided that the sum of all contract amendments for any single contract shall not exceed the limit approved by the City Council. If the amended contract will exceed the limit previously approved by the City Council, the contract amendment must be approved by the City Council.
- (4) Any single Amendment which results in the total contract exceeding \$50,000 must be approved by the City Council prior to commencing with the work. In urgent situations where stopping the work will result in severe repair or replacement delays and subject the City to excessive additional costs due to the delay in the project, the City Manager may approve such Amendment and shall give notice to the City Council at the next City Council meeting.

### **General Services Contracts**

General services contracts are to be used for routine, recurring, and usual work and for services which do not require any unique skill, special background or training, and obtaining such services at the lowest cost should be the single most important factor in selection, which is to include long-term and opportunity costs.

General Service Contracts shall be procured either through the purchasing bid process or Request for Proposal/Qualification (RFP/Q) process with the emphasis on awarding to the "lowest responsive responsible bidder".

- (a) If it is determined by the Department Head in consultation with the City Manager that all vendors providing a service classification can equally provide the service satisfactorily, a bid process would be appropriate. However, if factors other than price need to be considered in awarding the contract, this becomes a Professional Services Contract.
- (b) General Services shall be awarded based reasonableness of cost, plus qualifications that will impact long-term type costs and/or opportunity costs.
- (c) A Statement of Work shall identify the specific scope of work under contract.
- (d) Task Orders as listed in the Statement of Work shall be issued pursuant to the Maintenance Service Contract and the City Manager shall have authority to execute such Task Order for individual projects.
- (e) General Services Single or Multi-year Contracts may be awarded to multiple service providers following a formal RFP/Q process using the procedures set forth in this policy.

## **Exhibit A**

### **Professional Service Contracts**

For those Professional Services as defined in Government Code Section 4526 (and as otherwise amended), professional services contracts and/or multi-year contracts with several consultants with a general scope of work may be set up for a total not-to-exceed dollar amount or an unspecified dollar amount if for on-call type services as approved by City Council. For contracts approved with an unspecified do-not-exceed dollar amount, a fee schedule shall be annually submitted to the City Council for approval.

When factors other than price need to be considered in awarding the contract, this becomes a Professional Services Contract and the Request for Proposal/Qualification (RFP/Q) process may be used. Examples of areas other than price that may be important in awarding the contract include: experience level, competence, resources/equipment, staffing levels, services available/time factors, licenses and other qualifications determined by each City department responsible for recommending the service contract that may be important to consider.

- (a) A formal RFP/Q process shall be used and awarded based on qualifications.
- (b) A Statement of Work shall identify the specific scope of work under contract.
- (c) Task Orders as listed in the Statement of Work shall be issued pursuant to the Professional Service Contract and the City Manager shall have authority to execute such Task Order for individual projects.

### **Award of Contracts Based Upon Competence**

Factors to consider. In contracting for professional services listed in Government Code Section 4526, selection shall be based on demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services and solicited through a Request for Proposal/Qualification process.

In contracting for professional services (other than those listed in Government Code Section 4526), professional services contracts should only be awarded to firms or persons who have demonstrated "adequate competence" meaning: an adequate level of experience, competence, training, credentials, character, integrity, reputation, financial responsibility, resources, equipment, staffing, and other professional qualifications necessary for more than a satisfactory performance of the service required at the time period needed and price. The cost of the service may be considered, however, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the City's best interest to award the contract to a higher priced proposal based on the scope of services, availability, unique skills, licenses, staffing levels, timing, prior experience, familiarity with the City and other factors required by the department. The information needed for determining that level of competence and other qualifications and the procedure for selecting such services shall be determined by the Department Head responsible for recommending the service contract.

- (a) Request for Proposal/Qualifications. The initial acquiring of services shall be procured through negotiated contract following a Request for Proposal/Qualifications (RFP/Q) process. Contracting for services is decentralized and shall be the responsibility of the Department Head requesting the service.
- (b) Contracts for an amount exceeding \$25,000 but under \$50,000. The requesting department shall meet the following requirement unless an urgency exists pursuant to this policy:

## Exhibit A

- (1) Selection Process: Prepare an informal written document and contact as many companies as necessary to receive a minimum of three (3) written responses from consultants/firms. The requirement may be waived for good cause in writing by the Department Head and Purchasing Officer as designated by the City Manager in consultation with one another and with the approval of the City Manager.
  - (2) Award: The Department Head shall prepare a written recommendation to the City Manager for the firm or person to be awarded the contract. The City Manager shall award the contract.
  - (3) Contract document. A written contract must be established and approved as to form by the City Attorney, and the City Manager shall sign/approve service contracts exceeding \$25,000 but not more than \$50,000.
- (c) Contracts for an amount exceeding \$50,000. Department Heads shall utilize a Request for Sealed Proposal process essentially meeting the following requirements unless an urgency exists pursuant to this policy:
- (1) Request for Proposal/Qualification (RFP/Q) solicitation process. A formal Request for Sealed Proposal/Qualification (RFP/Q) document shall be developed for solicitation of professional, management, or general and special services for an amount exceeding \$50,000.
  - (2) Advertisement. The requesting department shall advertise in appropriate publications if necessary and/or contact the consultants/firms previously utilized by the City during the solicitation process.
  - (3) Notice Contents. The notice shall include a description of general type of service needed, how the RFP/Q minimum scope of work can be obtained, any pre-proposal conferences anticipated, the requirement of a written sealed proposal, state the closing date, and place and time for submission of the RFP/Q.
  - (4) Solicitation Procedure. Sealed RFP/Q should be submitted to the City Clerk as identified in the RFP/Q. All proposals shall be analyzed by the requesting department for compliance with RFP/Q requirements, and value of the total scope of services. Follow-up interviews of the most qualified of those submitting a proposal may be held.

### **Waive Competition**

Although the City prefers a competitive process for securing services, in certain circumstances, where the claim can be adequately justified, a RFP/Q Waiver or a Sole Source process may be used.

- (a) The RFP/Q process may be waived if it is determined with acceptable justification that competition is neither practical nor in the best interest of the City. The City Manager must approve the justification.
- (b) The vendor has an established business relationship with the City and has proven to adhere to contractual terms, limitations and deadlines, and the service provided is being performed with requisite quality, on time and within budget.

### **Franchise Agreements and Services Provided by Franchise Utilities**

The City enters into multi-year agreements with utility companies that have infrastructure in the City's right-of-ways or on City facilities. City approved service and/or equipment upgrades by utility operators are exempted from the bidding and RFP/Q processes and can be approved by the City Manager or his/her designee when the increase in projected utility costs to the City is

## **Exhibit A**

up to \$50,000 per year. If the expected increase in utility costs is greater than \$50,000 per year, the upgrade shall be approved by the City Council.

### **BIDDING: SUPPLIES AND EQUIPMENT**

Except as provided by this policy, purchases of supplies and equipment and the sale of supplies and equipment not included in the construction contract or bid specification for a public works project shall be by bid procedure as provided in this policy, and shall be made as follows:

- (a) **Direct Purchase Order.** The purchase of supplies and equipment with an estimated value exceeding \$5,000 but not more than \$50,000, shall be made by the Purchasing Officer as follows:
  - (1) Procure whenever possible at least three informal bids/quotes or enter into competitive negotiation or purchase through a governmental entity as described in this policy.
  - (2) Solicit bids by written request to prospective vendors, by telephone, email, or by other notice.
  - (3) Award the bid and purchase said supplies and equipment provided the same is awarded to the lowest responsible bidder and within the budgeted amount therefore.
  - (4) Keep a record of all such bids received and purchases made, which shall be open to public inspection.
- (b) **Formal Bid Procedures.** Except as otherwise provided, purchases of equipment and supplies with an estimated value greater than \$50,000 shall be awarded by the City Council to the lowest responsive and responsible bidder pursuant to the following procedure:
  - (1) **Notice Inviting Bids.** Notices inviting bids include a general description of the articles to be purchased or sold, shall state where bid documents and specifications may be secured, and the time and place for opening bids.
    - (i) **Published Notice.** Notice Inviting Bids shall be given at least ten (10) calendar days before the date of opening of the bids. Notice shall be published if necessary in a newspaper of general circulation, or if there is none, it shall be posted in at least three public places in the City that have been designated by ordinance as the places for posting public notices.
    - (ii) **Bidders' List.** The Purchasing Officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the Bidders' List or who have requested their names be added thereto.
- (c) **Bidder's Security.** When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten (10) calendar days after the notice of award of contract has been mailed, unless the City is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the City Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between

## Exhibit A

the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

- (d) **Bid Opening Procedure.** Sealed bids shall be submitted to the City Clerk and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
- (e) **Rejection of Bids.** In its discretion, the City Council may reject any and all bids presented and re-advertise for bids
- (f) **Award of Contracts.** Contracts shall be awarded by the City Council to the lowest responsive and responsible bidder except as otherwise provided by this policy.
- (g) **Tie Bids.** If two or more bids received are for the same total amount or unit price, quality and service being equal, the City Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening.
- (h) **Performance Bonds.** The City Council shall have authority to require a performance bond before entering into a contract in such amount as it shall find reasonably necessary to protect the best interests of the City. If the City Council requires a performance bond, the form and amount of the bond shall be described in the Notice Inviting Bids.

### **Cooperative, Piggyback, and Multiple Awarded Bid Purchasing With Other Agencies**

Purchases may 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 adheres to the procedures for the purchase of supplies and equipment set forth in this policy.

Approval and award of cooperative, "piggy-back" or multiple awarded purchases shall be obtained by the City Manager for an amount up to \$50,000, and by the City Council for purchases in an amount exceeding \$50,000.

- (a) **Cooperative Purchasing.** The bidding requirements in this policy shall not apply to the purchasing of any equipment or supplies which the Purchasing Officer determines to be in the best interest of the City to obtain through a cooperative competitive bidding procedure being prepared by and processed through another local, state, or federal governmental agency.
- (b) **Piggyback.** If the Purchasing Officer determines it to be in the best interest of the City, the Purchasing Officer is authorized to "piggy-back" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.
- (c) **Multiple Awarded Bids.** Multiple awarded bids are generally conducted by larger government agencies. A competitive bidding process is conducted for a specified product. Several vendors whose product meets the specification are awarded the contract. Maximum item price and contract terms are established. If the Purchasing Officer

## **Exhibit A**

determines it to be in the City's best interest, the Purchasing Officer is authorized to use federal, state, or other governmental agency multiple awarded contracts. The Purchasing Officer must obtain quotes from at least three vendors on the awarded contract list and award the bid to the lowest responsive and responsible bidder.

### **Staging of Purchases Prohibited**

Purchases and contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this policy.

### **Recycled Supply Products Specification**

If in procuring supplies, a recycled or recyclable/reusable product can achieve the necessary City performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products made with recycled materials, or products that are recyclable, be bid. Unless the Department Head determines that:

- (a) A recycled or recyclable/reusable product lacks performance capabilities or needed quality levels.
- (b) A sufficient amount of said recycled or reusable product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to non-recycled or virgin materials.

When recycled products are required, reasonable efforts shall be made to label the products as containing recycled materials. As used in this section, recycled product does not mean used products, but is limited to new products made with materials which have been recycled.

### **Purchase Local Specification**

If in procuring supplies, a locally manufactured and/or product sold within the City of Lakewood can achieve the necessary City performance standard, and if such locally manufactured and/or product sold is readily available, specifications should, if economically feasible, require products locally manufactured and/or sold be bid; unless the Department Head determines that a locally manufactured and/or product sold does not meet required performance capabilities or quality.

In the case of a bid submitted by a vendor located or maintaining a point of sale within the city, the amount the city will receive in sales tax revenue derived from Bradley-Burns and Transactions & Use Tax (Measure L) shall be taken into consideration when making a purchasing decision.

### **Disposition of Surplus Supplies and Equipment**

All Department Heads shall submit to the Purchasing Officer at such times and in such form as he/she prescribes, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Officer shall have authority to sell all supplies and equipment which cannot be used by any department or which have become unsuitable for City use, or trade in the same for new supplies and equipment, or otherwise dispose of the same for, as provided below:

- (a) Supplies and equipment certified by the Department Head as having a value up to \$5,000 may be sold or disposed by the Purchasing Officer by current available means.

## **Exhibit A**

- (b) Supplies and equipment certified by the Department Head as having value over \$5,000 shall be sold at auction.
- (c) In the event any such supplies and equipment cannot be disposed of as provided in this policy, at the discretion of the Purchasing Officer, be sold as junk or disposed of by currently available means.
- (d) City employees may not purchase surplus City property directly from the City or any auction service employed by the City unless the City Manager should determine in writing that said employee was not involved in any recommendation or decision-making as to the sale of said property or the value thereof.

### **SOLE SOURCE PURCHASES**

Sole Source Purchases. Unique commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer.

- (a) All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the Department Head and forwarded to the Purchasing Officer. The City Manager shall approve sole source acquisitions in an amount up to \$50,000.
- (b) Approval of any sole source acquisition shall be obtained from City Council for an award of a contract for an amount exceeding \$50,000.

In purchasing equipment and supplies that need to be compatible with existing equipment and supplies, or to perform complex or unique functions, the City Manager and Department Head in consultation with one another may:

- (a) Limit bidding to a specific product type, or a brand name product; or
- (b) Utilize a request for proposal approach where warranties, service and/or maintenance obligations, and product performance will be evaluated in addition to the price of the product or service. The award of the contract should be to the proposer that staff deems is in the best public interest.

### **PETTY CASH AND REIMBURSEMENTS**

For occasional use in securing over-the-counter delivery of miscellaneous supplies which are not regular City stock and which are necessary to fulfill an immediate need of a department, the department head may authorize an employee to make such a purchase and be reimbursed by the City through the use of a petty cash form. Such purchases shall be limited to amounts not exceeding \$150. All petty cash forms must be approved by the Department Head or his/her designee and the Director of Finance and Administrative Services or his/her designee, and be signed by the person receiving the reimbursement.

## **Exhibit A**

For miscellaneous items purchased on a regular basis from a single vendor, the Department Head will contact the Purchasing Officer who will establish a purchasing arrangement with such vendors. An annual blanket purchase order will allow the department to order items as needed directly from the vendor. However, the price of any item must not exceed \$5,000.

### **TRAVEL REQUESTS AND EXPENSES**

Travel and related expenses are to only occur when there is substantial benefit to the City. The Travel or Conference Authorization Request form must be submitted to and approved by the City Manager prior to the event. For reimbursement and payment for travel expenses, the Travel Request and Expense Report form must be completed by the traveler and approved by the City Manager. No official or staff shall sustain personal monetary loss as a result of duties performed in the service of the City. However, all expenditures and requests for reimbursement shall logically relate to the conduct of City business and shall be "necessary" to accomplish the purpose of such business and shall be "reasonable" in amount.

#### **(a) Authorized Expenses**

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for the performance of official duties. Such duties include, but are not necessarily limited to:

- (1) Meeting and communicating with representatives of other cities, county/regional, state and national government on City adopted policy positions and discuss the communities' concerns.
  - (i) Participating in local, county, regional, state and/or national organizations whose activities affect the City's interest
  - (ii) Attending meetings and participating in activities conducted in conjunction with such meetings, of civic and governmental committees and organizations in which the city has retained membership or has provided funds for the financing thereof
- (2) Business-related meetings or trips where a benefit to the City can be defined, including meetings with staff officials from other cities, and conferences and meetings of the City's membership organizations
  - (i) Attending City events and meetings with City service providers, both contracted service providers and other public agencies.
  - (ii) Attending meetings to implement a City-approved strategy for attracting or retaining businesses to the City
  - (iii) Attending City-sponsored or co-sponsored events including those requiring an invitation from the sponsoring or co-sponsoring organization
- (3) Attending educational seminars designed to improve the skill and knowledge of officials and staff
- (4) Recognizing service to the City
- (5) Other charity or City-related events or meetings that provide a benefit to the public or the City as authorized by the City Manager for staff or Council for officials.

#### **(b) Non-reimbursable Expenses**

- (1) The personal expense portion of any trip

## Exhibit A

- (2) Family expenses, including partner's expenses when accompanying City staff and/or officials on City-related business, as well as children and/or pet related expenses
- (3) Entertainment expenses, including theater, movies (either in-room or at a theater), attendance at sporting events, or other cultural events that are non-conference events
- (4) Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or fuel
- (5) Other expenses as determined by the City Manager.

### (c) Cost Control

To conserve the City's resources and to keep expenses within standards for public officials and staff, travel related expenditures should adhere to the guidelines in this policy. Expenses for which staff or official receives reimbursement from another agency are not reimbursable by the City. The cost borne or reimbursed by the City shall be limited to costs that fall within the listed guidelines:

- (1) Transportation: The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route.
  - (i) Airfare: All officials and staff shall utilize coach or economy class accommodations when traveling by commercial airlines. Reservations, where practical, should be made in sufficient advance to receive discount pricing. Increased fees related to late booking or purchasing higher priced refundable tickets may be allowed with a sound business reason such as making changes to tickets to accommodate illness or schedule changes. Officials and staff may at their own expense pay to upgrade their airline accommodations.
  - (ii) Baggage handling fees at the rate charged by the airline or other mass transportation line.
  - (iii) Automobile: The rules regarding expenses relating to the use of Council Members' vehicle in the performance of City duties are set forth in Resolution 2005-39. For appointed officials and staff members, automobile mileage is reimbursed at the Internal Revenue Service (IRS) rate presently in effect. These rates are designed to compensate the driver for fuel, insurance, maintenance, and other vehicle related expenses. The amount does not include bridge and road tolls, which are reimbursable.
  - (iv) Car rental: Rental rates that are equal to or less than those available through the American Automobile Association (AAA) or other standard discount services shall be considered the most economical and reasonable for purposes of reimbursement.
  - (v) Taxis/shuttles: Taxi or shuttle fares may be reimbursed, including a reasonable gratuity per fare, when the cost of such fare is equal to or less than the cost of car rentals, fuel and parking combined, or when such transportation is necessary for time-efficiency.
  - (vi) Garage and parking expenses: Expenses for necessary parking and storage of private, rented or City vehicles may be authorized. Receipts should be provided to obtain reimbursement (except where not available such as metered parking). Parking in lots at airports or other mass travel related lots may be reimbursed. Officials and staff are encouraged to use parking at non-premium

## Exhibit A

rates unless such parking is inappropriate due to time constraints or safety concerns.

- (2) **Lodging:** Lodging expenses will be reimbursed or paid when travel on official City business reasonably requires an overnight stay. Where lodging is in connection with a conference or other organized educational activity, reasonable lodging cost shall not exceed the maximum group rate published by the conference or activity sponsor, providing that lodging at the group rate is available at the time of booking. If the group rate is not available, the official or staff member shall be entitled to reimbursement for actual costs of lodging that is comparable in location and quality. Every effort shall be made to secure adequate lodgings that are conveniently located and moderately priced. In many instances, it makes sense to stay at the conference hotel for convenience and safety, and to avoid additional transportation costs. Government discounts and any discounts the official or staff is personally eligible for should always be sought at the time of reservation. The cost of lodging may be paid directly by the City or paid by the official or staff and subsequently reimbursed.
  - (3) **Communication and internet service:** Officials and staff shall be reimbursed for actual phone, mobile, and internet access expenses incurred as a consequence of City business necessity.
  - (4) **Meals:** IRS reimbursement amounts shall be considered reasonable per se, and expenses incurred beyond such amounts shall be reimbursed only if necessary based upon location, type of venue, nature of event, or extraordinary circumstances.
  - (5) **Gratuity:** Meal expenses and associated gratuities incurred should be moderate, while taking into account the prevailing restaurant costs of the area.
  - (6) **Other:** All items of expenses otherwise unclassified shall be considered in this category. Examples are duplicating expenses, publications, and other expenses as necessary when traveling on City business may be allowed and should be included within this classification when requesting reimbursement.
- (d) Reimbursement limitations shall not apply to the following circumstances:
- (1) A conference or meeting at which a set amount is charged for participation in a meal or activity
  - (2) A City-hosted meal or event
  - (3) A business related meal, meeting or event at which the City official or staff member is required to pay more than his/her proportional share of the costs on a reciprocal basis with officials or staff from other cities
  - (4) Expenditure authorized in advance by the City Council at a City Council meeting for officials, or by the City Manager for staff.
- (e) Submission of expense reports and audits:
- (1) All expenses must have prior approval by the City Council for officials and by the City Manager for staff. The Travel or Conference Authorization Request form is used to receive this prior authorization.
  - (2) Once the costs are incurred, the Travel Request and Expense Report form with corresponding receipts documenting each expense must be submitted for approval

## **Exhibit A**

for the official or staff to receive reimbursement. All expenses are subject to verification that they comply with this policy.

- (3) Expense reports and receipts documenting each expense shall be submitted for reimbursement on a timely basis.
- (4) Each Council Member shall file a brief written report on meetings attended at City expense at the next available City Council meeting.

### **VISA CAL-CARD PURCHASES**

To promote operational efficiency the City has initiated the City's credit card program.

- (a) The VISA Cal-Card program is intended to allow designated City employees to pay for training and travel type expenses, and to purchase occasional services and supplies up to \$5,000 per transaction using a designated bank issued credit card. The card can be used for internet, telephone or walk-in ordering. Transactions in excess of \$5,000 are only allowed for travel and conference related expenses and must be pre-approved by the City Manager.
  - (b) The program does not replace the Purchase Order process. The Purchasing Order process must remain the primary purchasing process for a majority of purchases.
  - (c) The credit card is for official government use only subject to transaction limits, authorized vendors, and approved procedures.
  - (d) The Director of Finance and Administrative Services or his/her designee acts as the Program Manager and Program Coordinator. The Program Manager sets policies and procedures and card limits. The Program Manager makes the final decision on any dispute or issue concerning the use of the card, and has the authority to suspend the use of any credit card for any reason. The Program Coordinator is responsible for the administration and implementation of the Cal Card policies and procedures.
  - (e) The card will be issued to the Department Head and Department Head approved employees whose names will appear on the card as the Cardholder. The Cardholder is responsible for the proper use of the card.
  - (f) The Program Coordinator will determine the contact person for the timely payment of accounts who will be authorized to make changes on the designated bank's website; such as limit increase/decrease, or adding/deleting card holders. These actions must be pre-approved by the Program Manager or his/her designee.
- (1) Obtaining a credit card
    - (i) The Department Head must submit a "Request for Credit Card" memo to the Program Manager for approval.
    - (ii) The Cardholder must sign for the card.

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### **(2) Using the credit card**

- (i) Cardholder must sign a Cal Card agreement form. This agreement certifies that the Cardholder understands and accepts his or her responsibilities under the program.
- (ii) The Cardholder must instruct the vendor to include the Cardholder's name and department and the term "Cal Card" purchase or "credit card" as mode of payment on the shipping label, packing list, and invoice.
- (iii) Each card is assigned transaction and monthly limits.
- (iv) The Cardholder is responsible for retaining all supporting documentation (such as packing slips and sales receipts) on all card activities that are reconciled to the monthly Statement of Account. The documentation must be submitted with the Statement of Account to ensure timely payment of purchases.
- (v) The Cardholder will receive a Statement of Account and must promptly review the statement, certify the statement's accuracy and attach all supporting documentation. The Statement of Account along with the supporting documentation must be submitted to the Program Coordinator within five (5) business days of receipt.
- (vi) The Program Coordinator or his or her designee will review the card activities and supporting documentation prior to payment.
- (vii) In case of any error in the Statement of Account, the Cardholder must immediately notify the Program Coordinator. The Program Coordinator or his or her designee will be responsible for resolving the error.
- (viii) If the card is lost or stolen, the Cardholder must immediately notify the issuing bank customer service, at the phone number listed on the back of the card, and the Program Coordinator.
- (ix) If the card is worn, defective or cancelled, the Cardholder must immediately return the card to the Program Coordinator.
- (x) The Cardholder is responsible for returning merchandise to the vendor and for receiving the appropriate credit. The credit memo or equivalent must be retained by the Cardholder and submitted along with the Statement of Account to the Program Coordinator.
- (xi) Personal use of the card is strictly prohibited and is subject to disciplinary action up to and including termination. The cardholder will be immediately required to return the goods to the vendor in full and/or to reimburse the City for the subject amount.
- (xii) The Program Manager will decide on any issue or conflict on the above policies and procedures.

- (3) Changes to cardholder information. Changes to a cardholder's name, address, or Department/Division must be immediately reported to the Program Coordinator who will request a new credit card if needed.
- (4) Cancellation. Should the Cardholder terminate employment with the City, the Cardholder shall submit his/her credit card and any supporting documentation to the Program Coordinator. The Program Coordinator or his/her designee shall notify the bank.

## **Exhibit A**

### **PURCHASING CARDS**

To promote operational efficiency the City has initiated the City's purchase card program.

- (a) The Purchase Card program is intended to allow designated City employees to pay for an item that is not stocked in the purchasing warehouse and the item is needed right away.
- (b) The purchase card is for official government use only subject to transaction limits, authorized vendors, and approved procedures.
- (c) The program does not replace the Purchase Order process. The Purchasing Order process must remain the primary purchasing process for a majority of purchases.

#### **(1) Obtaining a credit card**

- (i) The Department Head must submit a request to the Director of Finance and Administrative Services for approval.
- (ii) The Cardholder must sign for the card.

#### **(2) Using the purchase card**

- (i) Cardholder is responsible for the card in their possession and each charge on the card.
- (ii) The Cardholder must use it only for City related expenses.
- (iii) If the Purchasing Card is missing, lost or stolen, the Cardholder must immediately contact the Director of Finance and Administrative Services or his/her designee.
- (iv) If there is an issue while trying to make a purchase transaction, the cardholder is to contact the Director of Finance and Administrative Services.
- (v) The Cardholder must track all purchases and retain all receipts.
- (vi) If an item must be returned, the Cardholder is responsible in performing this task. The Cardholder must inform the Director of Finance and Administrative Services to ensure that the refund/credit is in the next invoice.
- (vii) The Director of Finance and Administrative Services or his/her designee is responsible for resolving questions and issues of Cardholders and/or from the card provider.
- (viii) The bill and register receipt must include invoice numbers for reference. Each invoice is entered into the requisition system and approval workflow.
- (ix) The monthly card provider statements listing all transactions conducted for the month are to be reconciled with the outstanding invoices as provided by the Cardholder and ensures that all charges in the statement belong to the City.
- (x) The Director of Finance and Administrative Services by written request from a Department Head has the capability to increase the limit for purchasing cards.
- (xi) The Director of Finance and Administrative Services is responsible for updating the charge card list per store, and has the capability to issue new cards, and cancel and/or stop the card.
- (xii) The Director of Finance and Administrative Services is responsible for resolving disputes.

## **Exhibit A**

- (3) Changes to a cardholder's name, address, or Department/Division must be immediately reported by email to the Director of Finance who will request a new credit card if needed.
- (4) Should the Cardholder terminate employment with the City, the Cardholder shall submit his/her credit card and any supporting documentation to the Director of Finance and Administrative Services. The Director of Finance and Administrative Services or his/her designee shall notify the Vendor.

The City has initiated the City's purchase card program with the following vendors: Home Depot and Smart & Final:

- (a) The Home Depot and Smart & Final stores do not accept purchase orders. The City's practice is to pay via a purchase order. The charge card is in lieu of the purchase order.

- (1) Home Depot

- (i) .
- (ii) Each Cardholder does not have an individualized limit but the City has a limit as a whole
- (iii) Each Home Depot charge card bears the employee's name.

- (2) Smart & Final

- (i) .
- (ii) Each Cardholder does not have an individualized limit but the City has a limit as a whole.
- (iii) Each Smart & Final charge card bears the City's name.

- (3) Other Purchase Cards as approved by the Finance and Administrative Services Department.

### **PURCHASE/ACQUISITION OF REAL PROPERTY**

Land acquisition by lease or purchase shall be performed as prescribed by state and federal law.

### **PUBLIC WORKS PROJECTS**

Public Works Projects shall be performed pursuant to State public contract code, inclusive of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) as adopted by the City Council.

### **EXEMPTIONS**

The competitive bid and request for proposal/qualifications (RFP/Q) processes are not applicable to certain purchases. The following are exempt from competitive bid processes:

- (a) Department purchases up to \$50,000;
- (b) Travel and expense advances;
- (c) Subscriptions;

## Exhibit A

- (d) Trade circulars, training materials or books;
- (e) Insurance premiums;
- (f) Insurance claims;
- (g) Reimbursement of expenses;
- (h) Petty cash reimbursement;
- (i) Medical payments;
- (j) Newspaper advertisements and notices;
- (k) Dues to approved organizations;
- (l) Payments to other government units;
- (m) Utility service payments, utility connection and/or installation charges;
- (n) Fuel;
- (o) Attorney services;
- (p) Postage, courier/delivery messenger services;
- (q) Land;
- (r) Buildings;
- (s) Water rights;
- (t) Debt services;
- (u) Grants;
- (v) Claim settlements.

Purchases of supplies and equipment shall be by bid procedure, and the procurement of services shall be by RFP/Q procedure as provided in this policy, with the exception that the Purchasing Officer is hereby given authority to make such purchases and sales, and procurement without further complying with the terms and provisions of this policy where:

- (a) The head of the department involved or the Purchasing Officer certifies that the supply, equipment or service can be obtained from only one vendor, provided first authorized by the City Council.
- (b) Purchase of supplies, equipment and services provided for and sufficiently identified in the Budget approved by the City Council for the current fiscal year not exceeding \$5,000. Such purchases must be approved by the Director of Finance and Administrative Services as to availability of funds and budgetary authorization.
- (c) In case of an emergency which requires that supplies, equipment or service be obtained immediately by purchase, lease, rental or other use arrangement, the Purchasing Officer may secure the same on the open market at the lowest obtainable price without following the procedure specified in the Purchasing Policy, provided, however, that a full report of the circumstances of the emergency and of the necessity or making such an acquisition or procurement shall be filed with the City Council at its next regular meeting following such an acquisition or procurement and shall be subject to ratification by the City Council.
- (d) Emergency, shall mean those cases wherein needed supplies, equipment or services are not on hand or in place and must be procured immediately on the open market at the nearest available source of supply and there is insufficient time to follow the bid or RFP/Q procedure specified in this policy because of:
  - (1) There is a great public calamity, or
  - (2) There is immediate need to prepare for national or local defense, or

## **Exhibit A**

- (3) There is a breakdown in machinery or an essential service which requires the immediate purchase of supplies or equipment to protect the public health, safety or welfare, or
- (4) An essential department operation affecting the public health, safety and welfare would be greatly hampered if the prescribed purchasing procedure would cause an undue delay in procurement of such supplies, equipment or service.

### **EMERGENCY PROCEDURE**

In cases of great emergency as determined by the City Council, including, but not limited to, states of emergency defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation of services of the City, or to avoid danger to life or property the City Council, by majority vote, may proceed at once to replace or repair any public facility without adopting plans, specification, or working details, or give notice for bids to let a contract(s). The work may be done by City forces, by contract, or by combination of the two. The City Council delegates to the City Manager, the authority to declare a public emergency subject to confirmation by the City Council by a four-fifths (4/5) vote, at its next meeting.

The City's Emergency Operations Plan provides for effective mobilization of all the resources of this City, both public and private, to meet any condition constituting a Local Emergency, State of Emergency, or State of War Emergency. Any expenditure made in connection with Emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

### **WAIVING OF PURCHASING PROCEDURES**

In its discretion, the City Council may at any time, without amending this policy, waive the purchasing procedures or alter these proceedings to fit a specific purchase or contract, when such waiver is not in violation of state or federal law. A request for waiver should occur only when unforeseen circumstances arise that justify an exception to following the provisions of this policy and is in the best interest of the City.

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### **GLOSSARY**

- (a) Bidder's List. "Bidder's List" shall mean a list of responsible prospective vendors capable of providing the items being bid upon.
- (b) Competitive Bid. Transparent procurement method in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive bidding aims at obtaining goods and services at the lowest prices by stimulating competition, and by preventing favoritism. In (1) open competitive bidding (also called open bidding), the sealed bids are opened in full view of all who may wish to witness the bid opening; in (2) closed competitive bidding (also called closed bidding), the sealed bids are opened in presence only of authorized personnel.
- (c) Cooperative Bid. "Cooperative Bid" is when several government agencies join together to create one bid document combining all agencies product volume for consideration of the bidder in determining the unit cost.
- (d) Emergency. As determined by the City Council, including, but not limited to, states of emergency defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation of services of the City, or to avoid danger to life or property, repair or replace any public facility without adopting plans, specification, or working details or give notice for bids to let a contract or Public Works Construction Contract.
- (e) Equipment. "Equipment" shall mean unique supplies, computers, furnishings, machinery, vehicles, rolling stock, and other personal property used in the City's business, which are not generally and regularly ordered in bulk by the City and which must perform complex tasks, or integrate efficiently with existing equipment.
- (f) General Services. "General Services" are services which do not require any unique skill, special background, training, and obtaining such services at the lowest cost should be the single most important factor in selection, as opposed to personal performance. Examples of general services include uniform cleaning and maintenance services.
- (g) Informal Bids/Quotes. Request for "Informal Bids" or "Quotes" shall mean the gathering of pricing for the same product or service, and is used when the City has determined an exact product or service required to resolve its need, and this product and/or services falls below the dollar value requiring competitive bid or request for proposal.
- (h) Maintenance Work. "Maintenance Work" shall mean:
  - (1) Routine, recurring, and usual work for the cleaning, preservation, or protections of any publicly owned or publicly operated facility for its intended purposes.
  - (2) Minor repainting.
  - (3) Resurfacing of streets and highways at less than one inch.
  - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

## **Exhibit A**

- (5) Work performed to keep, operate, and maintain publicly owned water or waste disposal systems including, but not limited to, wells and reservoirs.
- (i) Multiple Awarded Bid. When a bid is awarded to more than one vendor for the same or similar products. A multiple awarded bid schedule is usually set up and provides information of product type/brand and vendor who is providing the product.
- (j) Piggyback. Use of another public agency's existing contract to purchase the same product(s) as outlined in the awarding bid document.
- (k) Professional, Management, or Special Services. "Professional," "Management", or "Special Services" shall mean any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, instructor, consultant or those services such as computer services, golf course operating services, concession services, parking garage operation services, and transportation/transit operator services. Factors for determining whether professional, management, or special services are needed include but are not limited to, services which require professional judgment, licensing, qualified expertise in a specific area of work, or other unique factors other than simply obtaining the service at the lowest cost to the City. Professional Management and Special Services are not subject to the informal, formal or competitive bidding requirements of this policy and may be procured through negotiated contract or Requests for Qualification and/or Proposal process.
- (l) Public Works. "Public Works" shall mean a type of public construction project subject to the regulation of the State Public Contract Code and State Labor Code and as defined in California Labor Code Division 2, Chapter 1, Article 1, Section 1720 and as further amended. Examples of a Public Works Project include:
  - (1) The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the City.
  - (2) Furnishing supplies or materials for any of the above works or projects.
  - (3) A public work does not include maintenance work as defined in this article.
- (m) Purchase. "Purchase" shall include the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.
- (n) Purchasing Officer. The "Purchasing Officer," for the purposes of this policy, shall be the City Manager or his/her designated representative.
- (o) Quote/Informal Bids. Request for "Quotes" or "Informal Bids" shall mean the gathering of pricing for the same product or service, and is used when the City has determined an exact product or service required to resolve its need, and this product and/or service falls below the dollar value requiring competitive bid or request for proposal.
- (p) Request for Proposal. "Requests for Proposal (RFP)" shall mean requests for a project or professional service. Requests for proposals allow bidders to highlight their experience and knowledge in an area through the proposal itself. Request for proposals list requirements of products or services, such as function, work flow, integration specifications and goals,

## Exhibit A

providing in great detail how the requested product or service will be accommodated. Requests for proposals include a scope of work (SOW), pricing information, price quotes, contract terms and conditions, and detailed reference information. The scope of work describes tasks, products, services and even external factors that may not be required to satisfy the proposal. A request for proposals is developed when the City has discovered a need to resolve an issue, without a specific plan for the way that the need should be fulfilled and allowing vendors to express individual creativity when presenting products or services as a response to a request for a proposal.

- (q) **Sealed Bid.** "Sealed Bids" shall contain information regarding a project including project parameters and pricing. All entities that submit a sealed bid are not aware of what others have bid. Sealed bids are turned in to the City Clerk. Sealed bids contain the actual pricing associated with the project. Sealed bids allow all bidders to submit pricing to the City in a confidential manner. Sealed bids are used to keep bidding results confidential until a winner is selected. Sealed bids are submitted by a specified date and time to the City Clerk.
- (r) **Supplies.** "Supplies" shall mean office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the City's business, excepting supplies or materials for a public work which is regulated under the California Public Contract Code Sections 20160, et seq.
- (s) **Task Order.** Supplementary contractual and obligating document that usually includes task description, used in task type contracts, and means a task, delivery, or call order for supplies and/or services placed against an established contract, agreement or blanket purchase order.
- (t) **Task Type Contract.** Two-part contract in which one part lays down the general provisions of the contract, and the other part (represented by one or more task orders) gives the details of the specific job to be performed.
- (u) **Urgency.** "Urgency" shall exist when the service, repair, or replacements are immediately necessary to permit the continued performance of the operations or services of the City, or to avoid the immediate danger to life, health, or property.

# **CITY OF LAKEWOOD**

## **Purchasing Policy**

### **PURPOSE**

The purpose of this policy is to emulate best practices in purchasing procedures.

### **OBJECTIVES**

The objective of this policy is to establish an efficient procedure for the purchase of supplies and equipment, and procurement of services, and references purchase/acquisition of real property and contracting for the construction of public works projects consistent with state law. These procedures shall not be overly time consuming and cumbersome, while allowing the City to obtain the best professional services, and acquire quality supplies, general services, and equipment ~~in an overall economic manner~~ at the lowest reasonable cost.

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## **OVERVIEW**

In accordance with the provisions of Sections 54201 and 54204 of the Government Code of the State of California, and the procedures in this policy; the authority for the purchase of supplies, equipment, and services is vested in the Purchasing Officer and such procedures and policies shall govern all purchases of supplies and equipment.

The provisions of this policy apply to the purchase of supplies, equipment, services, and references the purchase of real property as prescribed by state and federal law, and public works projects as defined by Section 37901 of the Government Code. This policy identifies binding documents such as contracts, agreements and letter agreements as "contract(s)".

The provisions of this policy do not apply to the purchase of supplies, equipment, and professional services where the City Council has, by contract or resolution, contracted for or transferred the authority to make the purchase of supplies, equipment, and services to another governmental agency or officer and where the other governmental agency or officer, in the purchase of supplies, equipment, and services, follows to the satisfaction of the purchasing officer this policy and procedures in substantial compliance with provisions of Sections 54201 and 54204 of the Government Code of the State of California.

### **Duties of the Purchasing Officer**

The City Manager, or his/her authorized representative(s), shall act as the City's Purchasing Officer and be responsible for the purchase of all supplies, equipment and services for all departments and divisions of the City. The duties of the Purchasing Officer may be combined with those duties of any other officer or position in the City. The Purchasing Officer shall have the authority and duty to:

- (a) Purchase or contract for needed City supplies, equipment and services, which are not included within a construction contract or proposed specifications for a construction contract of public ~~work-work~~ being administered by any other City department;
- (b) Investigate, keep knowledgeable about, negotiate, and recommend on the execution of contracts or the purchasing of supplies, equipment and services pursuant to the procedures of this policy, and such administrative rules and regulations as prescribed by the City Council;
- (c) Keep informed of current developments concerning purchasing, prices, market conditions, and new products and services;
- (d) Prescribe and maintain such forms and procedures as necessary for the proper operation of the purchasing and contracting system;
- (e) Operate and maintain the warehouse and designated storage facilities of the City and such control records as are necessary for the proper inventory of stocks and supplies;
- (f) Inventory and keep a record of all purchases and supplies of the City;

- (g) Maintain up-to-date bidder's list, vendor's catalogs, files, and such other records as needed to perform these duties;
- (h) Ensure that purchasing specifications are written to encourage full competition, as such, he/she shall negotiate and recommend execution of contracts for the purchase of supplies, equipment, and services and seek the needed quality at least expense to the City, and discourage collusive bidding and endeavor to obtain as full and open competition as possible on all purchases;
- (i) Inspect supplies and equipment delivered, and contractual services performed, to determine their conformance with the specifications set forth in the order or contract. Purchasing Officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications;
- (j) The Purchasing Officer shall submit a report to the City Council quarterly on all such equipment and vehicle purchases over \$5,000;
- (k) Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for City use;
- (l) Review and monitor service contracts to ensure adherence to contractual terms, limitations and deadlines, and that service contracts are being performed with requisite quality, on time and within budget. Maintain a positive relationship with the service providers and/or companies. Assure customers are satisfied with the service under the contract;
- (m) Perform such other tasks as may be necessary for the proper conduct of purchasing of supplies, equipment, and services.

## **PROCEDURES**

### **Estimates of Requirements**

All Department Heads shall file detailed estimates of their requirements in supplies, equipment and services in such a manner, at such time, and for such future periods as the City Manager shall prescribe.

### **Requisitions**

Department Heads or their designees shall submit requests for supplies, equipment and services to the Purchasing Officer by the standard requisition electronic entry procedure.

### **Purchase Orders**

The purpose of a purchase order is to ensure compliance with this Purchasing Policy.

- (a) Purchases of supplies and equipment shall be made only by purchase order issued by the Purchasing Officer.

- (b) Securing of services shall be made by purchase order for an amount ~~under \$5,000 up to \$25,000~~. Purchases of services shall be made by contract if greater than equal to or in excess of \$5,000 \$25,000.

### **Encumbrance of Funds**

Except in cases of urgency or emergency as described in this policy, the Purchasing Officer shall not issue any purchase order or contract, for the purchase of supplies, equipment, and services unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged or City Council has authorized said purchase.

### **Purchases on Behalf of the City**

Purchases may 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, provided that the government entity acquiring the supplies, equipment or service substantially adheres to the procedures for the purchase of supplies, equipment, and professional services set forth in this policy.

### **AWARD OF CONTRACTS: GENERAL OR PROFESSIONAL SERVICES**

Except as provided by this policy, the procurement of services not included in the construction contract or bid specification for a public works project shall be by Request for Proposal/Qualifications (RFP/Q) procedure as provided in this policy, and shall be made as follows:

- (a) Contracts, as referenced in this policy, represent all written contracts, agreements or letter agreements, rate schedules, and amendments. All written contracts, agreements or letter agreements shall be approved by City Attorney as to form.
- (b) All service contracts shall require the provider to meet the California Joint Powers Insurance Authority's insurance coverage recommendations, unless deemed inappropriate by the Risk Manager and/or City Attorney who will then determine the appropriate insurance coverage.
- (c) A Department Head may approve the contracting for services up to ~~\$5,000~~ \$25,000 with qualified consultants/firms.
- (d) Services provided for an amount ~~over \$1,000, but under \$5,000~~ up to \$25,000 may be secured by a purchase order and approved by the Department Head.
- (e) A contract shall be prepared for all general or professional services for ~~the an amount in excess of \$25,000, \$5,000 and over.~~
- (f) Services secured by contract for an amount greater than ~~\$5,000~~ \$25,000 and under ~~\$20,000~~ \$50,000 shall be approved and/or awarded by the City Manager.
- (g) Services secured by contract with a dollar amount ~~equal to or exceeding \$20,000~~ \$50,000 shall be approved and/or awarded by the City Council.

(h) Contract amendments. An Amendment shall be used to modify the contract documents regarding contract price, schedule of payments, completion date, plans and specifications, expanding scope of work due to change in conditions, and for unit price overruns and under runs, as specified in the contract. Work description and justification should relate to the original project and should be necessary to achieve original scope of project. After a determination that costs is merited by developments in a specific project, the City Manager is authorized to issue Amendments up to the contract contingency amount approved by the City Council for the individual contract as follows:

- (1) If the contract was originally executed for an amount under ~~\$20,000~~ \$50,000, the City Manager shall have the authority to issue Contract Amendments, provided that the sum of all amendments, plus original contract amount, shall not exceed ~~\$20,000~~ \$50,000. If the amended contract will exceed ~~\$20,000~~ \$50,000, the City Council shall approve the contract amendment.
- (2) Once the original contract plus all accumulated Amendments is in an amount that exceeds ~~\$20,000~~ \$50,000, subsequent Amendments must be approved by the City Council prior to commencing the work.
- (3) For a contract originally executed for an amount in excess of ~~\$20,000~~ \$50,000 and originally approved by City Council, the City Manager shall have authority to issue Amendments, provided that the sum of all contract amendments for any single contract shall not exceed the limit approved by the City Council. If the amended contract will exceed the limit previously approved by the City Council, the contract amendment must be approved by the City Council.
- (4) Any single Amendment which results in the total contract exceeding ~~\$20,000~~ \$50,000 must be approved by the City Council prior to commencing with the work. In urgency urgent situations where stopping the work will result in severe repair or replacement delays and subject the City to excessive additional costs due to the delay in the project, ~~and the~~ City Manager may approve such a Amendment and shall give notice to the City Council at the next City Council meeting.

### **General Services Contracts**

General services contracts are to be used for routine, recurring, and usual work and for services which do not require any unique skill, special background or training, and obtaining such services at the lowest cost should be the single most important factor in selection, which is to include long-term and opportunity costs.

General Service Contracts shall be procured either through the purchasing bid process or Request for Proposal/Qualification (RFP/Q) process with the emphasis on awarding to the "lowest responsive responsible bidder".

- (a) If it is determined by the Department Head in consultation with the City Manager that all vendors providing a service classification can equally provide the service satisfactorily, a bid process would be appropriate. However, if factors other than price need to be considered in awarding the contract, this becomes a Professional Services Contract.
- (b) General Services shall be awarded based reasonableness of cost, plus qualifications that will impact long-term type costs and/or opportunity costs.
- (c) A Statement of Work shall identify the specific scope of work under contract.

- (d) Task Orders as listed in the Statement of Work shall be issued pursuant to the Maintenance Service Contract and the City Manager shall have authority to execute such Task Order for individual projects.
- (e) General Services Single or Multi-year Contracts may be awarded to multiple service providers following a formal RFP/Q process using the procedures set forth in this policy.

### **Professional Service Contracts**

For those Professional Services as defined in Government Code Section 4526 (and as otherwise amended), professional services contracts and/or multi-year contracts with several consultants with a general scope of work may be set up for a total not-to-exceed dollar amount or an unspecified dollar amount if for on-call type services as approved by City Council. For contracts approved with an unspecified do-not-exceed dollar amount, a fee schedule shall be annually submitted to the City Council for approval.

When factors other than price need to be considered in awarding the contract, this becomes a Professional Services Contract and the Request for Proposal/Qualification (RFP/Q) process may be used. Examples of areas other than price that may be important in awarding the contract include: experience level, competence, resources/equipment, staffing levels, services available/time factors, licenses and other qualifications determined by each City department responsible for recommending the service contract that may be important to consider.

- (a) A formal RFP/Q process shall be used and awarded based on qualifications.
- (b) A Statement of Work shall identify the specific scope of work under contract.
- (c) Task Orders as listed in the Statement of Work shall be issued pursuant to the Professional Service Contract and the City Manager shall have authority to execute such Task Order for individual projects.

### **Award of Contracts Based Upon Competence**

Factors to consider. In contracting for professional services listed in Government Code Section 4526, selection shall be based on demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services and solicited through a Request for Proposal/Qualification process.

In contracting for professional services (other than those listed in Government Code Section 4526), professional services contracts should only be awarded to firms or persons who have demonstrated "adequate competence" meaning: an adequate level of experience, competence, training, credentials, character, integrity, reputation, financial responsibility, resources, equipment, staffing, and other professional qualifications necessary for more than a satisfactory performance of the service required at the time period needed and price. The cost of the service may be considered, however, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the City's best interest to award the contract to a higher priced proposal based on the scope of services, availability, unique skills, licenses, staffing levels, timing, prior experience, familiarity with the City and other factors required by the department. The information needed for determining that level of competence and other qualifications and the procedure for selecting such services shall be determined by the Department Head responsible for recommending the service contract.

- (a) Request for Proposal/Qualifications. The initial acquiring of services shall be procured through negotiated contract following a Request for Proposal/Qualifications (RFP/Q)

process. Contracting for services is decentralized and shall be the responsibility of the Department Head requesting the service.

- (b) Contracts for an amount ~~equal to or exceeding \$5,000~~ \$25,000 but under ~~\$20,000~~ \$50,000. The requesting department shall meet the following requirement unless an urgency exists pursuant to this policy:
  - (1) Selection Process: Prepare an informal written document and contact as many companies as necessary to receive a minimum of three (3) written responses from consultants/firms. The requirement may be waived for good cause in writing by the Department Head and Purchasing Officer as designated by the City Manager in consultation with one another and with the approval of the City Manager.
  - (2) Award: The Department Head shall prepare a written recommendation to the City Manager for the firm or person to be awarded the contract. The City Manager shall award the contract.
  - (3) Contract document. A written contract must be established and approved as to form by the City Attorney, and the City Manager shall sign/approve service contracts exceeding ~~\$5,000~~ \$25,000 but not more than ~~\$20,000~~ \$50,000.
- (c) Contracts for an amount ~~equal to or exceeding \$20,000~~ \$50,000. Department Heads shall utilize a ~~Sealed Request~~ Request for ~~Sealed Proposal~~ Proposal process essentially meeting the following requirements unless an urgency exists pursuant to this policy:
  - (1) Request for Proposal/Qualification (RFP/Q) solicitation process. A formal ~~Sealed Request for Sealed Proposal/Qualification (RFP/Q)~~ document shall be developed for solicitation of professional, management, or general and special services for an amount exceeding ~~\$20,000~~ \$50,000.
  - (2) Advertisement. The requesting department shall advertise in appropriate publications if necessary and/or contact the consultants/firms previously utilized by the City during the solicitation process.
  - (3) Notice Contents. The notice shall include a description of general type of service needed, how the RFP/Q minimum scope of work can be obtained, any pre-proposal conferences anticipated, the requirement of a written sealed proposal, state the closing date, and place and time for submission of the RFP/Q.
  - (4) Solicitation Procedure. Sealed RFP/Q should be submitted to the ~~Purchasing Officer~~ City Clerk as identified in the RFP/Q. All proposals shall be analyzed by the requesting department for compliance with RFP/Q requirements, and value of the total scope of services. Follow-up interviews of the most qualified of those submitting a proposal ~~should~~ may be held.

### **Waive Competition**

Although the City prefers a competitive process for securing services, in certain circumstances, where the claim can be adequately justified, a RFP/Q Waiver or a Sole Source process may be used.

- (a) The RFP/Q process may be waived if it is determined with acceptable justification that competition is neither practical nor in the best interest of the City. The City Manager must approve the justification.

- (b) The vendor has an established business relationship with the City and has proven to adhere to contractual terms, limitations and deadlines, and the service provided is being performed with requisite quality, on time and within budget.

### **Franchise Agreements and Services Provided by Franchise Utilities**

The City enters into multi-year agreements with utility companies that have infrastructure in the City's right-of-ways or on City facilities. City approved service and/or equipment upgrades by utility operators are exempted from the bidding and RFP/Q processes and can be approved by the City Manager or his/her designee when the increase in projected utility costs to the City is under ~~\$20,000~~ \$50,000 per year. If the expected increase in utility costs is greater than ~~\$20,000~~ \$50,000 per year, the upgrade shall be approved by the City Council.

### **BIDDING: SUPPLIES AND EQUIPMENT**

Except as provided by this policy, purchases of supplies and equipment and the sale of supplies and equipment not included in the construction contract or bid specification for a public works project shall be by bid procedure as provided in this policy, and shall be made as follows:

- (a) Direct Purchase Order. The purchase of supplies and equipment with ~~the an~~ estimated value ~~equal to or less than \$20,000, or \$40,000 for vehicles exceeding \$5,000 but not more than \$50,000~~, shall be made by the Purchasing Officer as follows:
- (1) Procure whenever possible at least three informal bids/quotes or enter into competitive negotiation or purchase through a governmental entity as described in this policy.
  - (2) Solicit bids by written request to prospective vendors, by telephone, email, or by other notice.
  - (3) Award the bid and purchase said supplies and equipment provided the same is awarded to the lowest responsible bidder and within the budgeted amount therefore.
  - (4) Keep a record of all such bids received and purchases made, which shall be open to public inspection.
- (b) Formal Bid Procedures. Except as otherwise provided, purchases of equipment and supplies ~~of with~~ an estimated value greater than ~~\$20,000-\$50,000 or \$40,000 for vehicles per unit~~ shall be awarded by the City Council to the lowest responsive and responsible bidder pursuant to the following procedure:
- (1) Notice Inviting Bids. Notices inviting bids include a general description of the articles to be purchased or sold, shall state where bid documents and specifications may be secured, and the time and place for opening bids.
    - (i) Published Notice. Notice Inviting Bids shall be given at least ten (10) calendar days before the date of opening of the bids. Notice shall be published ~~at least once if necessary~~ in a newspaper of general circulation, ~~printed and published in the City~~, or if there is none, it shall be posted in at least three public places in the City that have been designated by ordinance as the places for posting public notices.

- (ii) Bidders' List. The Purchasing Officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the Bidders' List or who have requested their names be added thereto.
- (c) Bidder's Security. When deemed necessary by the Purchasing Officer, bidder's security may be prescribed in public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten (10) calendar days after the notice of award of contract has been mailed, unless the City is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the City Council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- (d) Bid Opening Procedure. Sealed bids shall be submitted to the City Clerk and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.
- (e) Rejection of Bids. In its discretion, the City Council may reject any and all bids presented and re-advertise for bids
- (f) Award of Contracts. Contracts shall be awarded by the City Council to the lowest responsive and responsible bidder except as otherwise provided by this policy.
- (g) Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, the City Council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of the bid opening.
- (h) Performance Bonds. The City Council shall have authority to require a performance bond before entering into a contract in such amount as it shall find reasonably necessary to protect the best interests of the City. If the City Council requires a performance bond, the form and amount of the bond shall be described in the Notice Inviting Bids.

#### **Cooperative, Piggyback, and Multiple Awarded Bid Purchasing With Other Agencies**

Purchases may 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 adheres to the procedures for the purchase of supplies and equipment set forth in this policy.

Approval and award of cooperative, "piggy-back" or multiple awarded purchases shall be obtained by the ~~Purchasing Officer~~ City Manager for an amount ~~equal to or less than \$20,000, or \$40,000 for vehicles up to \$50,000,~~ and by the City Council for purchases in an amount exceeding ~~\$20,000 \$50,000 or \$40,000 for vehicles.~~

- (a) **Cooperative Purchasing.** The bidding requirements in this policy shall not apply to the purchasing of any equipment or supplies which the Purchasing Officer determines to be in the best interest of the City to obtain through a cooperative competitive bidding procedure being prepared by and processed through another local, state, or federal governmental agency.
- (b) **Piggyback.** If the Purchasing Officer determines it to be in the best interest of the City, the Purchasing Officer is authorized to “piggy-back” onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.
- (c) **Multiple Awarded Bids.** Multiple awarded bids are generally conducted by larger government agencies. A competitive bidding process is conducted for a specified product. Several vendors whose product meets the specification are awarded the contract. Maximum item price and contract terms are established. If the Purchasing Officer determines it to be in the City’s best interest, the Purchasing Officer is authorized to use federal, state, or other governmental agency multiple awarded contracts. The Purchasing Officer must obtain quotes from at least three vendors on the awarded contract list and award the bid to the lowest responsive and responsible bidder.

#### **Staging of Purchases Prohibited**

Purchases and contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this policy.

#### **Recycled Supply Products Specification**

If in procuring supplies, a recycled or recyclable/reusable product can achieve the necessary City performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products made with recycled materials, or products that are recyclable, be bid. Unless the Department Head determines that:

- (a) A recycled or recyclable/reusable product lacks performance capabilities or needed quality levels.
- (b) A sufficient amount of said recycled or reusable product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to non-recycled or virgin materials.

When recycled products are required, reasonable efforts shall be made to label the products as containing recycled materials. As used in this section, recycled product does not mean used products, but is limited to new products made with materials which have been recycled.

#### **Purchase Local Specification**

If in procuring supplies, a locally manufactured and/or product sold within the City of Lakewood can achieve the necessary City performance standard, and if such locally manufactured and/or product sold is readily available, specifications should, if economically feasible, require products locally manufactured and/or sold be bid; unless the Department Head determines that a locally manufactured and/or product sold does not meet required performance capabilities or quality.

In the case of a bid submitted by a vendor located or maintaining a point of sale within the city, the amount the city will receive in sales tax revenue derived from Bradley-Burns and Transactions & Use Tax (Measure L) shall be taken into consideration when making a purchasing decision.

### **Disposition of Surplus Supplies and Equipment**

All Department Heads shall submit to the Purchasing Officer at such times and in such form as he/she prescribes, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Officer shall have authority to sell all supplies and equipment which cannot be used by any department or which have become unsuitable for City use, or trade in the same for new supplies and equipment, or otherwise dispose of the same for, as provided below:

- (a) Supplies and equipment certified by the Department Head as having a value of less than ~~\$500-\$5,000~~ may be sold or disposed of by the Purchasing Officer by current available means.
- (b) Supplies and equipment certified by the Department Head as having value over ~~\$500~~ \$5,000 shall be sold at auction.
- (c) In the event any such supplies and equipment cannot be disposed of as provided in this policy, at the discretion of the Purchasing Officer, be sold as junk or disposed of by currently available means.
- (d) City employees may not purchase surplus City property directly from the City or any auction service employed by the City unless the City Manager should determine in writing that said employee was not involved in any recommendation or decision-making as to the sale of said property or the value thereof.

### **SOLE SOURCE PURCHASES**

Sole Source Purchases. Unique commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, with singular characteristics or performance capabilities or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer.

- (a) All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the Department Head and forwarded to the Purchasing Officer. The City Manager shall approve sole source acquisitions in an amount ~~under up to \$20,000~~ \$50,000.
- (b) Approval of any sole source acquisition shall be obtained from City Council for an award of a contract for an amount ~~equal to or exceeding \$20,000~~ \$50,000.

In purchasing equipment and supplies that need to be compatible with existing equipment and supplies, or to perform complex or unique functions, the City Manager and Department Head in consultation with one another may:

- (a) Limit bidding to a specific product type, or a brand name product; or
- (b) Utilize a request for proposal approach where warranties, service and/or maintenance obligations, and product performance will be evaluated in addition to the price of the product or service. The award of the contract should be to the proposer that staff deems is in the best public interest.

### **PETTY CASH AND REIMBURSEMENTS**

For occasional use in securing over-the-counter delivery of miscellaneous supplies which are not regular City stock and which are necessary to fulfill an immediate need of a department, the department head may authorize an employee to make such a purchase and be reimbursed by the City through the use of a petty cash form. Such purchases shall be limited to amounts not exceeding ~~\$75~~<sup>\$150</sup>. All petty cash forms must be approved by the Department Head or his/her designee and the Director of Finance and Administrative Services or his/her designee, and be signed by the person receiving the reimbursement.

For miscellaneous items purchased on a regular basis from a single vendor, the Department Head will contact the Purchasing Officer who will establish a purchasing arrangement with such vendors. An annual blanket purchase order will allow the department to order items as needed directly from the vendor. However, the price of any item must not exceed \$5,000.

~~Employees who incur miscellaneous expenditures for meetings on an ongoing basis must complete an Individual Expense Report on a monthly basis.~~

### **TRAVEL REQUESTS AND EXPENSES**

Travel and related expenses are to only occur when there is substantial benefit to the City. The Travel or Conference Authorization Request form must be submitted to and approved by ~~the City Council for officials and by the City Manager for staff~~ prior to the event. For reimbursement and payment for travel expenses, the Travel Request and Expense Report form must be completed by the traveler and approved ~~by the City Council for officials or by the City Manager for staff~~. No official or staff shall sustain personal monetary loss as a result of duties performed in the service of the City. However, all expenditures and requests for reimbursement shall logically relate to the conduct of City business and shall be "necessary" to accomplish the purpose of such business and shall be "reasonable" in amount.

#### **(a) Authorized Expenses**

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for the performance of official duties. Such duties include, but are not necessarily limited to:

- (1) Meeting and communicating with representatives of other cities, county/regional, state and national government on City adopted policy positions and discuss the communities' concerns.
  - (i) Participating in local, county, regional, state and/or national organizations whose activities affect the City's interest
  - (ii) Attending meetings and participating in activities conducted in conjunction with such meetings, of civic and governmental committees and organizations in which the city has retained membership or has provided funds for the financing thereof

- (2) Business-related meetings or trips where a benefit to the City can be defined, including meetings with staff officials from other cities, and conferences and meetings of the City's membership organizations
    - (i) Attending City events and meetings with City service providers, both contracted service providers and other public agencies.
    - (ii) Attending meetings to implement a City-approved strategy for attracting or retaining businesses to the City
    - (iii) Attending City-sponsored or co-sponsored events including those requiring an invitation from the sponsoring or co-sponsoring organization
  - (3) Attending educational seminars designed to improve the skill and knowledge of officials and staff
  - (4) Recognizing service to the City
  - (5) Other charity or City-related events or meetings that provide a benefit to the public or the City as authorized by the City Manager for staff or Council for officials.
- (b) Non-reimbursable Expenses
- (1) The personal expense portion of any trip
  - (2) Family expenses, including partner's expenses when accompanying City staff and/or officials on City-related business, as well as children and/or pet related expenses
  - (3) Entertainment expenses, including theater, movies (either in-room or at a theater), attendance at sporting events, or other cultural events that are non-conference events
  - (4) Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or fuel
  - (5) Other expenses as determined by the City Manager.
- (c) Cost Control
- To conserve the City's resources and to keep expenses within standards for public officials and staff, travel related expenditures should adhere to the guidelines in this policy. Expenses for which staff or official receives reimbursement from another agency are not reimbursable by the City. The cost borne or reimbursed by the City shall be limited to costs that fall within the listed guidelines:
- (1) Transportation: The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements must be used, using the most direct and time-efficient route.
    - (i) Airfare: All officials and staff shall utilize coach or economy class accommodations when traveling by commercial airlines. Reservations, where practical, should be made in sufficient advance to receive discount pricing. Increased fees related to late booking or purchasing higher priced refundable tickets may be allowed with a sound business reason such as making changes to tickets to accommodate illness or schedule changes. Officials and staff may at their own expense pay to upgrade their airline accommodations.
    - (ii) Baggage handling fees at the rate charged by the airline or other mass transportation line.

- (iii) Automobile: The rules regarding expenses relating to the use of Council Members' vehicle in the performance of City duties are set forth in Resolution 2005-39. For appointed officials and staff members, automobile mileage is reimbursed at the Internal Revenue Service (IRS) rate presently in effect. These rates are designed to compensate the driver for fuel, insurance, maintenance, and other vehicle related expenses. The amount does not include bridge and road tolls, which are reimbursable.
  - (iv) Car rental: Rental rates that are equal to or less than those available through the American Automobile Association (AAA) or other standard discount services shall be considered the most economical and reasonable for purposes of reimbursement.
  - (v) Taxis/shuttles: Taxi or shuttle fares may be reimbursed, including a reasonable gratuity per fare, when the cost of such fare is equal to or less than the cost of car rentals, fuel and parking combined, or when such transportation is necessary for time-efficiency.
  - (vi) Garage and parking expenses: Expenses for necessary parking and storage of private, rented or City vehicles may be authorized. Receipts should be provided to obtain reimbursement (except where not available such as metered parking). Parking in lots at airports or other mass travel related lots may be reimbursed. Officials and staff are encouraged to use parking at non-premium rates unless such parking is inappropriate due to time constraints or safety concerns.
- (2) Lodging: Lodging expenses will be reimbursed or paid when travel on official City business reasonably requires an overnight stay. Where lodging is in connection with a conference or other organized educational activity, reasonable lodging cost shall not exceed the maximum group rate published by the conference or activity sponsor, providing that lodging at the group rate is available at the time of booking. If the group rate is not available, the official or staff member shall be entitled to reimbursement for actual costs of lodging that is comparable in location and quality. Every effort shall be made to secure adequate lodgings that are conveniently located and moderately priced. In many instances, it makes sense to stay at the conference hotel for convenience and safety, and to avoid additional transportation costs. Government discounts and any discounts the official or staff is personally eligible for should always be sought at the time of reservation. The cost of lodging may be paid directly by the City or paid by the official or staff and subsequently reimbursed.
- (3) Communication and internet service: Officials and staff shall be reimbursed for actual phone, mobile, and internet access expenses incurred as a consequence of City business necessity. ~~Personal calls to the staff or official's family of a reasonable duration may be reimbursed for travel requiring overnight lodging.~~
- (4) Meals: IRS reimbursement amounts shall be considered reasonable per se, and expenses incurred beyond such amounts shall be reimbursed only if necessary based upon location, type of venue, nature of event, or extraordinary circumstances.
- (5) Gratuity: Meal expenses and associated gratuities incurred should be moderate, while taking into account the prevailing restaurant costs of the area.

- (6) Other: All items of expenses otherwise unclassified shall be considered in this category. Examples are duplicating expenses, publications, and other expenses as necessary when traveling on City business may be allowed and should be included within this classification when requesting reimbursement.
- (d) Reimbursement limitations shall not apply to the following circumstances:
  - (1) A conference or meeting at which a set amount is charged for participation in a meal or activity
  - (2) A City-hosted meal or event
  - (3) A business related meal, meeting or event at which the City official or staff member is required to pay more than his/her proportional share of the costs on a reciprocal basis with officials or staff from other cities
  - (4) Expenditure authorized in advance by the City Council at a City Council meeting for officials, or by the City Manager for staff.
- (e) Submission of expense reports and audits:
  - (1) All expenses must have prior approval by the City Council for officials and by the City Manager for staff. The Travel or Conference Authorization Request form is used to receive this prior authorization.
  - (2) Once the costs are incurred, the Travel Request and Expense Report form with corresponding receipts documenting each expense must be submitted for approval for the official or staff to receive reimbursement. All expenses are subject to verification that they comply with this policy.
  - (3) Expense reports and receipts documenting each expense shall be submitted for reimbursement within 30 days of being incurred on a timely basis.
  - (4) Each Council Member shall file a brief written report on meetings attended at City expense at the next available City Council meeting.

### **VISA CAL-CARD PURCHASES**

To promote operational efficiency the City has initiated the City's credit card program.

- (a) The VISA Cal-Card program is intended to allow designated City employees to pay for training and travel type expenses, and to purchase occasional services and supplies ~~at or below \$1,000 up to \$5,000~~ per transaction using a designated bank issued credit card. The card can be used for internet, telephone or walk-in ordering. Transactions in excess of ~~\$1,000-\$5,000~~ are only allowed for travel and conference related expenses and must be pre-approved by the City Manager.
- (b) The program does not replace the Purchase Order process. The Purchasing Order process must remain the primary purchasing process for a majority of purchases.
- (c) The credit card is for official government use only subject to transaction limits, authorized vendors, and approved procedures.
- (d) ~~The City Manager is the Program Manager, or his/her designee and sets policies and procedures and card limits. The Program Manager makes the final decision on any dispute or issue concerning the use of the card, and has the authority to suspend the use of any credit card for any reason.~~

- (e) The Director of Finance and Administrative Services or his/her designee acts as the Program Manager and Program Coordinator, ~~and The Program Manager sets policies and procedures and card limits. The Program Manager makes the final decision on any dispute or issue concerning the use of the card, and has the authority to suspend the use of any credit card for any reason. The Program Coordinator~~ is responsible for the administration and implementation of the Cal Card policies and procedures.
- (f) The card will be issued to the Department Head and Department Head approved ~~managers~~ employees whose names will appear on the card as the Cardholder. The Cardholder is responsible for the proper use of the card.
- (g) The Program Coordinator will determine the contact person for the timely payment of accounts who will be authorized to make changes on the designated bank's website; such as limit increase/decrease, or adding/deleting card holders. These actions must be pre-approved by the Program Manager or his/her designee.

(1) Obtaining a credit card

- (i) The Department Head must submit a "Request for Credit Card" memo to the Program Manager for approval.
- (ii) The Cardholder must sign for the card.

(2) Using the credit card

- (i) Cardholder must ~~complete an orientation course with the servicing bank and~~ sign a Cal Card agreement form. This agreement certifies that the Cardholder understands and accepts his or her responsibilities under the program.
- (ii) The Cardholder must instruct the vendor to include the Cardholder's name and department and the term "Cal Card" purchase or "credit card" as mode of payment on the shipping label, packing list, and invoice.
- (iii) Each card is assigned transaction and monthly limits.
- (iv) The Cardholder is responsible for retaining all supporting documentation (such as packing slips and sales receipts) on all card activities that are reconciled to the monthly Statement of Account. The documentation must be submitted with the Statement of Account to ensure timely payment of purchases.
- (v) The Cardholder will receive a Statement of Account and must promptly review the statement, certify the statement's accuracy and attach all supporting documentation. The Statement of Account along with the supporting documentation must be submitted to the Program Coordinator within five (5) business days of receipt.
- (vi) The Program Coordinator or his or her designee will review the card activities and supporting documentation prior to ~~forwarding to the Program Manager for payment approval~~.
- (vii) In case of any error in the Statement of Account, the Cardholder must immediately notify the Program Coordinator. The Program Coordinator or his or her designee will be responsible for resolving the error.

- (viii) If the card is lost or stolen, the Cardholder must immediately notify the issuing bank customer service, at the phone number listed on the back of the card, and the Program Coordinator.
  - (ix) If the card is worn, defective or cancelled, the Cardholder must immediately return the card to the Program Coordinator.
  - (x) The Cardholder is responsible for returning merchandise to the vendor and for receiving the appropriate credit. The credit memo or equivalent must be retained by the Cardholder and submitted along with the Statement of Account to the Program Coordinator.
  - (xi) Personal use of the card is strictly prohibited and is subject to disciplinary action up to and including termination. The cardholder will be immediately required to return the goods to the vendor in full and/or to reimburse the City for the subject amount.
  - (xii) The Program Manager will decide on any issue or conflict on the above policies and procedures.
- (3) Changes to cardholder information. Changes to a cardholder's name, address, or Department/Division must be immediately reported ~~by memo~~ to the Program Coordinator who will request a new credit card if needed.
- (4) Cancellation. Should the Cardholder terminate employment with the City, the Cardholder shall submit his/her credit card and any supporting documentation to ~~his or her Department Head~~ the Program Coordinator. ~~The Human Resources Division and the Department Head shall notify the Program Coordinator of the termination.~~ The Program Coordinator or his/her designee shall notify the bank.

## **PURCHASING CARDS**

To promote operational efficiency the City has initiated the City's purchase card program.

- (a) The Purchase Card program is intended to allow designated City employees to pay for an item that is not stocked in the purchasing warehouse and the item is needed right away.
  - (b) The purchase card is for official government use only subject to transaction limits, authorized vendors, and approved procedures.
  - (c) The program does not replace the Purchase Order process. The Purchasing Order process must remain the primary purchasing process for a majority of purchases.
- (1) Obtaining a credit card
    - (i) The Department Head must submit a ~~"Request for Purchase Card" memo~~ request to the Director of Finance and Administrative Services for approval.
    - (ii) The Cardholder must sign for the card.
  - (2) Using the purchase card
    - (i) Cardholder is responsible for the card in their possession and each charge on the card.

- (ii) The Cardholder must use it only for City related expenses.
  - (iii) If the Purchasing Card is missing, lost or stolen, the Cardholder must immediately contact the Director of Finance and Administrative Services or his/her designee.
  - (iv) If there is an issue while trying to make a purchase transaction, the cardholder is to contact the Director of Finance and Administrative Services.
  - (v) The Cardholder must track all purchases and retain all receipts.
  - (vi) If an item must be returned, the Cardholder is responsible in performing this task. The Cardholder must inform the Director of Finance and Administrative Services to ensure that the refund/credit is in the next invoice.
  - (vii) The Director of Finance and Administrative Services or his/her designee is responsible for resolving questions and issues of Cardholders and/or from the card provider.
  - (viii) The bill and register receipt must include invoice numbers for reference. Each invoice is entered into the requisition system and approval workflow.
  - (ix) The monthly card provider statements listing all transactions conducted for the month are to be reconciled with the outstanding invoices as provided by the Cardholder and ensures that all charges in the statement belong to the City.
  - (x) The Director of Finance and Administrative Services by written request from a Department Head has the capability to increase the limit for purchasing cards.
  - (xi) The Director of Finance and Administrative Services is responsible for updating the charge card list per store, and has the capability to issue new cards, and cancel and/or stop the card.
  - (xii) The Director of Finance and Administrative Services is responsible for resolving disputes.
- (3) Changes to a cardholder's name, address, or Department/Division must be immediately reported by ~~memo~~email to the Director of Finance who will request a new credit card if needed.
- (4) Should the Cardholder terminate employment with the City, the Cardholder shall submit his/her credit card and any supporting documentation to ~~his or her Department Head~~the Director of Finance and Administrative Services. ~~The Human Resources Division and the Department Head shall notify the Director of Finance and Administrative Services of the termination.~~ The Director of Finance and Administrative Services or his/her designee shall notify the Vendor.

The City has initiated the City's purchase card program with the following vendors: Home Depot and Smart & Final:

- (a) The Home Depot and Smart & Final stores do not accept purchase orders. The City's practice is to pay via a purchase order. The charge card is in lieu of the purchase order.
- (1) Home Depot
- (i) ~~The Home Depot charge card has a limit of \$13,000 per month for the whole City.~~
  - (ii) Each Cardholder does not have an individualized limit but the City has a limit as a whole.

(iii) Each Home Depot charge card bears the employee's name.

(2) Smart & Final

(i) ~~The Smart & Final charge card has a limit of \$10,000 per month for the whole City.~~

(ii) Each Cardholder does not have an individualized limit but the City has a limit as a whole.

(iii) Each Smart & Final charge card bears the City's name.

(3) Or other Purchase Cards as approved by the Finance and Administrative Services Department.

## **PURCHASE/ACQUISITION OF REAL PROPERTY**

Land acquisition by lease or purchase shall be performed as prescribed by state and federal law.

## **PUBLIC WORKS PROJECTS**

Public Works Projects shall be performed pursuant to State public contract code, inclusive of the California Uniform Public Construction Cost Accounting Act (CUPCCAA) as adopted by the City Council.

## **EXEMPTIONS**

The competitive bid and request for proposal/qualifications (RFP/Q) processes are not applicable to certain purchases. The following are exempt from competitive bid processes:

- (a) Department purchases under ~~\$20,000~~ \$50,000;
- (b) Travel and expense advances;
- (c) Subscriptions;
- (d) Trade circulars, training materials or books;
- (e) Insurance premiums;
- (f) Insurance claims;
- (g) Reimbursement of expenses;
- (h) Petty cash reimbursement;
- (i) Medical payments;
- (j) Newspaper advertisements and notices;
- (k) Dues to approved organizations;
- (l) Payments to other government units;
- (m) Utility service payments, utility connection and/or installation charges;
- (n) Fuel;
- (o) Attorney services;
- (p) Postage, courier/delivery messenger services;
- (q) Land;
- (r) Buildings;
- (s) Water rights;
- (t) Debt services;
- (u) Grants;
- (v) Claim settlements.

Purchases of supplies and equipment shall be by bid procedure, and the procurement of services shall be by RFP/Q procedure as provided in this policy, with the exception that the Purchasing Officer is hereby given authority to make such purchases and sales, and procurement without further complying with the terms and provisions of this policy where:

- (a) The head of the department involved or the Purchasing Officer certifies that the supply, equipment or service can be obtained from only one vendor, provided first authorized by the City Council.
- (b) Purchase of supplies, equipment and services provided for and sufficiently identified in the Budget approved by the City Council for the current fiscal year not exceeding ~~\$1,000~~**\$5,000**. Such purchases must be approved by the Director of Finance and Administrative Services as to availability of funds and budgetary authorization.
- (c) In case of an emergency which requires that supplies, equipment or service be obtained immediately by purchase, lease, rental or other use arrangement, the Purchasing Officer may secure the same on the open market at the lowest obtainable price without following the procedure specified in the Purchasing Policy, provided, however, that a full report of the circumstances of the emergency and of the necessity or making such an acquisition or procurement shall be filed with the City Council at its next regular meeting following such an acquisition or procurement and shall be subject to ratification by the City Council.
- (d) Emergency, shall mean those cases wherein needed supplies, equipment or services are not on hand or in place and must be procured immediately on the open market at the nearest available source of supply and there is insufficient time to follow the bid or RFP/Q procedure specified in this policy because of:
  - (1) There is a great public calamity, or
  - (2) There is immediate need to prepare for national or local defense, or
  - (3) There is a breakdown in machinery or an essential service which requires the immediate purchase of supplies or equipment to protect the public health, safety or welfare, or
  - (4) An essential department operation affecting the public health, safety and welfare would be greatly hampered if the prescribed purchasing procedure would cause an undue delay in procurement of such supplies, equipment or service.

### **EMERGENCY PROCEDURE**

In cases of great emergency as determined by the City Council, including, but not limited to, states of emergency defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation of services of the City, or to avoid danger to life or property the City Council, by majority vote, may proceed at once to replace or repair any public facility without adopting plans, specification, or working details, or give notice for bids to let a contract(s). The work may be done by City forces, by contract, or by combination of the two. The City Council delegates to the City Manager, the authority to declare a public emergency subject to confirmation by the City Council by a four-fifths (4/5) vote, at its next meeting.

The City's Emergency Operations Plan provides for effective mobilization of all the resources of this City, both public and private, to meet any condition constituting a Local Emergency, State of Emergency, or State of War Emergency. Any expenditure made in connection with Emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

#### **WAIVING OF PURCHASING PROCEDURES**

In its discretion, the City Council may at any time, without amending this policy, waive the purchasing procedures or alter these proceedings to fit a specific purchase or contract, when such waiver is not in violation of state or federal law. A request for waiver should occur only when unforeseen circumstances arise that justify an exception to following the provisions of this policy and is in the best interest of the City.

## **SUMMARY**

## **GLOSSARY**

- (a) Bidder's List. "Bidder's List" shall mean a list of responsible prospective vendors capable of providing the items being bid upon.
- (b) Competitive Bid. Transparent procurement method in which bids from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive bidding aims at obtaining goods and services at the lowest prices by stimulating competition, and by preventing favoritism. In (1) open competitive bidding (also called open bidding), the sealed bids are opened in full view of all who may wish to witness the bid opening; in (2) closed competitive bidding (also called closed bidding), the sealed bids are opened in presence only of authorized personnel.
- (c) Cooperative Bid. "Cooperative Bid" is when several government agencies join together to create one bid document combining all agencies product volume for consideration of the bidder in determining the unit cost.
- (d) Emergency. As determined by the City Council, including, but not limited to, states of emergency defined in Section 8558 of the Government Code, when repair or replacements are necessary to permit the continued conduct of the operation of services of the City, or to avoid danger to life or property, repair or replace any public facility without adopting plans, specification, or working details or give notice for bids to let a contract or Public Works Construction Contract.
- (e) Equipment. "Equipment" shall mean unique supplies, computers, furnishings, machinery, vehicles, rolling stock, and other personal property used in the City's business, which are not generally and regularly ordered in bulk by the City and which must perform complex tasks, or integrate efficiently with existing equipment.
- (f) General Services. "General Services" are services which do not require any unique skill, special background, training, and obtaining such services at the lowest cost should be the single most important factor in selection, as opposed to personal performance. Examples of general services include uniform cleaning and maintenance services.
- (g) Informal Bids/Quotes. Request for "Informal Bids" or "Quotes" shall mean the gathering of pricing for the same product or service, and is used when the City has determined an exact product or service required to resolve its need, and this product and/or services falls below the dollar value requiring competitive bid or request for proposal.
- (h) Maintenance Work. "Maintenance Work" shall mean:

- (1) Routine, recurring, and usual work for the cleaning, preservation, or protections of any publicly owned or publicly operated facility for its intended purposes.
  - (2) Minor repainting.
  - (3) Resurfacing of streets and highways at less than one inch.
  - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
  - (5) Work performed to keep, operate, and maintain publicly owned water or waste disposal systems including, but not limited to, wells and reservoirs.
- (i) Multiple Awarded Bid. When a bid is awarded to more than one vendor for the same or similar products. A multiple awarded bid schedule is usually set up and provides information of product type/brand and vendor who is providing the product.
- (j) Piggyback. Use of another public agency's existing contract to purchase the same product(s) as outlined in the awarding bid document.
- (k) Professional, Management, or Special Services. "Professional," "Management", or "Special Services" shall mean any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, instructor, consultant or those services such as computer services, golf course operating services, concession services, parking garage operation services, and transportation/transit operator services. Factors for determining whether professional, management, or special services are needed include but are not limited to, services which require professional judgment, licensing, qualified expertise in a specific area of work, or other unique factors other than simply obtaining the service at the lowest cost to the City. Professional Management and Special Services are not subject to the informal, formal or competitive bidding requirements of this policy and may be procured through negotiated contract or Requests for Qualification and/or Proposal process.
- (l) Public Works. "Public Works" shall mean a type of public construction project subject to the regulation of the State Public Contract Code and State Labor Code and as defined in California Labor Code Division 2, Chapter 1, Article 1, Section 1720 and as further amended. Examples of a Public Works Project include:
- (1) The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the City.
  - (2) Furnishing supplies or materials for any of the above works or projects.
  - (3) A public work does not include maintenance work as defined in this article.
- (m) Purchase. "Purchase" shall include the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.
- (n) Purchasing Officer. The "Purchasing Officer," for the purposes of this policy, shall be the City Manager or his/her designated representative.
- (o) Quote/Informal Bids. Request for "Quotes" or "Informal Bids" shall mean the gathering of pricing for the same product or service, and is used when the City has determined an exact

product or service required to resolve its need, and this product and/or service falls below the dollar value requiring competitive bid or request for proposal.

- (p) Request for Proposal. "Requests for Proposal (RFP)" shall mean requests for a project or professional service. Requests for proposals allow bidders to highlight their experience and knowledge in an area through the proposal itself. Request for proposals list requirements of products or services, such as function, work flow, integration specifications and goals, providing in great detail how the requested product or service will be accommodated. Requests for proposals include a scope of work (SOW), pricing information, price quotes, contract terms and conditions, and detailed reference information. The scope of work describes tasks, products, services and even external factors that may not be required to satisfy the proposal. A request for proposals is developed when the City has discovered a need to resolve an issue, without a specific plan for the way that the need should be fulfilled and allowing vendors to express individual creativity when presenting products or services as a response to a request for a proposal.
- (q) Sealed Bid. "Sealed Bids" shall contain information regarding a project including project parameters and pricing. All entities that submit a sealed bid are not aware of what others have bid. Sealed bids are turned in to the City Clerk. Sealed bids contain the actual pricing associated with the project. Sealed bids allow for all bidders to submit pricing to the City in a confidential manner. Sealed bids are used to keep bidding results confidential until a winner is selected. Sealed bids are submitted by a specified date and time to the City Clerk.
- (r) Supplies. "Supplies" shall mean office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the City's business, excepting supplies or materials for a public work which is regulated under the California Public Contract Code Sections 20160, et seq.
- (s) Task Order. Supplementary contractual and obligating document that usually includes task description, used in task type contracts, and means a task, delivery, or call order for supplies and/or services placed against an established contract, agreement or blanket purchase order.
- (t) Task Type Contract. Two-part contract in which one part lays down the general provisions of the contract, and the other part (represented by one or more task orders) gives the details of the specific job to be performed.
- (u) Urgency. "Urgency" shall exist when the service, repair, or replacements are immediately necessary to permit the continued performance of the operations or services of the City, or to avoid the immediate danger to life, health, or property.

RESOLUTION NO. 2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADOPTING THE BIENNIAL BUDGET AND  
APPROPRIATING REVENUE FOR FISCAL YEAR 2024-25 AND  
FISCAL YEAR 2025-26

WHEREAS, the City Manager has prepared and submitted to the City Council a 2024-25 AND 2025-26 Proposed Biennial Budget, for the fiscal years commencing July 1, 2024, and ending June 30, 2026; and

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

WHEREAS, the City Council held a public hearing on the 2024-25 and 2025-26 Proposed Biennial Budget, as modified, on June 11, 2024, where all interested persons were heard; and

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

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

SECTION 1. The first year of the two-year budget for the City of Lakewood for the fiscal year July 1, 2024 through June 30, 2025, is hereby adopted totaling an appropriation in the sum of \$96,426,884. The second year of the two-year budget for the City of Lakewood for the fiscal year July 1, 2025 through June 30, 2026, is hereby adopted totaling an appropriation in the sum of \$106,845,913.

SECTION 2. Said budget hereby adopted is the aforementioned Proposed Biennial Budget prepared by the City Manager, and as amended by the City Council, entitled "Proposed Two-Year Budget 2024-2026, City of Lakewood, California," incorporated herein as though set forth in full. Said budget is hereby adopted as the Budget of the City of Lakewood for both the 2024-25 and 2025-26 fiscal years, and shall remain in full force and effect until amended or modified by the City Council.

SECTION 3. The sums of money therein set forth are hereby appropriated from the revenues of the City to the departments, functions and funds therein set forth for expenditure during Fiscal Year 2024-25 and Fiscal Year 2025-26.

SECTION 4. The City Manager is hereby authorized and directed to arrange for the performance in accordance with the terms and provisions of law, of all specific projects enumerated in said budget, and the Mayor is directed to execute all necessary contracts to carry out the same.

SECTION 5. The City Manager shall have authority to incur obligations and enter into contracts in accordance with the City's adopted Purchasing Policy, without prior approval of the Council, provided that such expenditures are consistent with the budget.

SECTION 6. The City Manager is authorized to make transfers of budget appropriations between classifications and activities within a fund.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective July 1, 2024.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

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Mayor

ATTEST:

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City Clerk

## COUNCIL AGENDA

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Proposed resolution to adopt a review processing fee for additional dwelling units

### INTRODUCTION.

The City of Lakewood has processed over five hundred applications for additional dwelling units on residentially-zoned properties during the last three years. The types of dwelling unit applications being reviewed include: 1) Accessory Dwelling Units (ADUs), either attached or detached, and these may be new or conversions of existing structures, 2) Junior Accessory Dwelling Units (JADUs) (*These are always a conversion of an existing attached structure not to exceed 500 square feet in area*), and/or 3) Senate Bill 9 second primary dwelling units, which are similar to ADUs. Staff reviews these applications through a Ministerial Staff Review (MSR) for units in single family zones and a Staff Design Review (SDR) for units in multi-family zones.

### STATEMENT OF FACTS.

Section 65852.2 of the California Government Code states in part; “...*A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.*”

Senate Bill 9 Section 5 states in part; “...*because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act.*”

Staff is recommending that the City Council find that applicants for additional dwelling units (i.e., ADUs, JADUs, and SB9 second primary dwelling units) should pay sufficient fees to reasonably recover the staff costs associated with the processing of such applications that propose additional dwelling units. These reviews should no longer be subsidized by funding from the City's General Fund.

The processing of these applications consumes on average about 3.5 hours of planning staff time to review the initial application, send out and explain corrections, review the corrections and then process a planning review approval. In addition, time is spent before and after the review to assist the applicant with their proposal. The current estimated average cost of this review service is \$320 per application. This proposed fee is for each application review, it is not a per unit fee.

Resolution for MSR/SDR - Additional Unit Review Fee

June 11, 2024

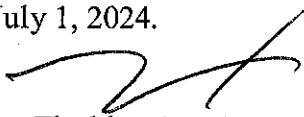
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**RECOMMENDATION**

Community Development staff recommends that the City Council adopt the proposed resolution to establish an application review fee of \$320 per MSR or SDR application that proposes to add one to three additional dwelling units (*i.e., ADU, JADU, or SB9 second primary dwelling units*) to existing residential lots. The fee is to be effective on July 1, 2024.



Abel Avalos  
Director of Community Development



Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING A FEE TO RECOVER COSTS ASSOCIATED WITH THE REVIEW OF THOSE MINISTERIAL STAFF REVIEW (MSR) OR STAFF DESIGN REVIEW APPLICATIONS INVOLVING A REQUEST TO AUTHORIZE ADDITIONAL DWELLING UNITS ON EXISTING RESIDENTIALLY ZONED LOTS

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

SECTION 1. The City Council of the City of Lakewood finds that applicants for additional dwelling units (i.e. ADUs, JADUs, and SB9 second primary dwelling units) shall pay sufficient fees to reasonably recover the costs associated with the processing of such applications and that these reviews shall no longer be subsidized by funding from the City's General Fund.

SECTION 2. The City Council finds that this action is consistent and in conformance with both Section 5 of Senate Bill 9 that states in part; "*...because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act.*" and with Section 65852.2 of the California Government Code that states in part; "*...A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.*"

SECTION 3. Effective on July 1, 2024, applicants proposing to add one to three additional dwelling units (i.e. ADU, JADU, or SB9 second primary dwelling units) to existing residential lots shall pay a processing fee of \$320 per MSR or SDR application.

SECTION 4. The City Clerk shall certify the adoption of this Resolution, and henceforth and thereafter the same shall be in full force and effect until amended or repealed by the City Council.

ADOPTED AND APPROVED this 11th day of June, 2024, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Vice Mayor Chase	_____	_____	_____
Mayor Rogers	_____	_____	_____

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Adoption of Resolution Approving the Tentative Agreement Between the City of Lakewood and Lakewood City Employees Association and Establishing Employee Benefits, Defining the Conditions and Hours of Employment and Adopting a Classification and Compensation Plan for City Officers and Employees

### INTRODUCTION

This resolution establishes employee benefits, conditions and hours of employment, and a classification and compensation plan for City officers and employees, effective FY 2024-2025, FY 2025-2026 and FY 2026-2027.

### STATEMENT OF FACT

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

- Executive Management Officers
- Management and Administrative Officers
- Supervisory and Junior Administrative Employees
- General and Miscellaneous Employees

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

- *Basic Compensation Plan* – The City shall grant an increase of 5.5% for FY 2024-25, 5.5% for FY 2025-26 and 5% for FY 2026-27.
- *Retirement System*- Effective the first payroll in July 2024, Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 5.50 % of the employee member contribution (EPMC). The City will pay 1.50% of the EPMC and include its value in the salary reported to CalPERS. Effective the first payroll in July 2025, Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 6.25 % of the employee member contribution (EPMC). The City will pay .75% of the EPMC and include its value in the salary reported to CalPERS. Effective the first payroll in July 2026, Employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) will pay 7.00 % of the employee member contribution (EPMC).
- *Holidays* – Two additional holidays will be added effective calendar year 2025. Cesar Chavez Day and Juneteenth.

- *Cafeteria Allowance* – Effective with the first paycheck in December 2024, the City shall provide an increase of \$100.00 per month for a total monthly contribution of \$1,590.00 towards cafeteria benefits for employees electing two-party coverage. The City shall provide an increase of \$125.00 per month for a total monthly contribution of \$1,775.00 towards cafeteria benefits for employees electing family coverage for a medical plan. Effective with the first paycheck in December 2025, the City shall provide an increase of \$50.00 per month for a total monthly contribution of \$1,640.00 towards cafeteria benefits for employees electing two-party coverage. The City shall provide an increase of \$125.00 per month for a total monthly contribution of \$1,900.00 towards cafeteria benefits for employees electing family coverage for a medical plan. Effective the first paycheck in December 2026, the City shall provide an increase of \$60.00 per month for a total monthly contribution of \$1,700 towards cafeteria benefits for employees electing two-party coverage. The City shall provide an increase of \$100.00 per month for a total monthly contribution of \$2000.00 towards cafeteria benefits for employees electing family coverage for a medical plan.
- *Deferred Compensation* – Effective the first pay period in July 2024, the City will make a matching contribution up to \$75 per month for employees enrolled into a deferred compensation plan.
- *Equity Adjustments* – Effective the first payroll in July, the following classifications will have equity adjustments as identified and will be updated and included in Exhibit A that establishes the classification of employees in the range of salary for each classification on a step basis therein set forth.
  - Maintenance Worker 7A to 9A
  - Light Equipment Operator 14A to 15A
  - Senior Park Maintenance Worker 13A to 15A
  - Fleet Maintenance Technician 15A to 16A
  - Senior Water Utility Worker 15A to 17A

#### **RECOMMENDATION**

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



Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE LAKEWOOD CITY EMPLOYEES ASSOCIATION AND ESTABLISHING EMPLOYEE BENEFITS, DEFINING THE CONDITIONS AND HOURS OF EMPLOYMENT AND ADOPTING A CLASSIFICATION AND COMPENSATION PLAN FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the Lakewood City Council heretofore adopted Resolution No. 2023-32 pertaining to Employee Benefits and the Classification and Compensation of City Officers and Employees; and

WHEREAS, Resolution 2023-32 approved a Memorandum of Understanding entered into between the Lakewood City Employees Association and the City Council's representatives effective for the period July 1, 2022 through June 30, 2024; and

WHEREAS, pursuant to the terms and provisions of the Meyers-Milias-Brown Act and Resolution 74-82, the City Council through its authorized representatives have met at reasonable times and places with the recognized employee organization for the purpose of conferring regarding matters within scope of representation, including wages, hours and other terms and conditions of employment; and

WHEREAS, said meetings have been conducted and said parties have conferred in good faith and an agreement has been reached; and

WHEREAS, the representatives of the City Council have made and entered into a Tentative Agreement with the Lakewood City Employees Association, and have recommended the same be approved by the City Council; and

WHEREAS, representatives of said employee organization have requested that the City Council approve said Tentative Agreement as a binding contract of the city and said employee organization; and

WHEREAS, said agreement amends the terms of the Memorandum of Understanding approved in Resolution 2023-32 and is applicable fiscal years 2024-2025, 2025-2026 and 2026-2027 commencing July 1, 2024 except as hereinafter stated otherwise, to the members of said organization; and

WHEREAS, on August 19, 2011, the California Public Employees Retirement System adopted Title 2 of the California Code of Regulations, Section 570.5 to further define those items of compensation which will be included in a member's compensation for purposes of

determining the member's retirement allowance and to clarify existing law which limited pay rates to amounts set forth on a publicly available rate schedule; and

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 2010-21 and 2008-76 implementing section 414(h)(2) of the Internal Revenue Code by making employee contributions pursuant to California Government Code section 20691 to the Public Employees' Retirement System on behalf of all of its employees who are members of the Public Employees Retirement System;

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 94-62 and 77-75 stipulating that the City has elected to pay member contributions to CalPERS as compensation;

WHEREAS, this resolution modifies Resolutions No. 2023-34, 2023-32, 2022-48, 2022-46, 2020-15, 2019-48, 2019-39, 2018-57, 2010-21, 2008-76, 94-62 and 77-75 for represented City Officers and Employees by requiring that members of that group pay 5.50% of their employee contributions to the Public Employees' Retirement System, with the City paying 1.50%;

WHEREAS, the Lakewood City Council heretofore adopted Resolutions No. 2001-73 and 2005-16 authorizing establishment of supplemental retirement plans administered by Phase II Systems, PARS Trust Administrator;

WHEREAS, the Lakewood City Council entered into a contract effective February 1, 1955 as amended effective November 1, 1962, January 5, 1979 and August 22, 1999 to provide pension benefits for all eligible employees;

WHEREAS, the Tentative Agreement, attached hereto for the fiscal years 2024-2025, 2025-2026 and 2026-2027 along with this resolution shall constitute the City of Lakewood employee benefits, definitions and conditions of employment and the classification and compensation plans for all city officers and employees within the classified service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood as follows:

SECTION 1. Resolution No. 2002-38 and its amendments Resolution No. 2003-38, 2003-69, 2004-35, 2005-24, 2006-34, 2007-25, 2008-32, 2009-24, 2010-30, 2011-33, 2012-29, 2013-29, 2014-27, 2015-70, 2016-33, 2017-26, 2018-52, 2019-37 2019-48, 2020-15, 2022-46, 2022-48, 2023-32 and 2023-34 pertaining to Employee Benefits and Classification are hereby repealed.

SECTION 2. All other recitals hereto remain in full force and effect.

SECTION 3. The employee benefits and the classification and compensation of City officers and employees, as specified in the Tentative Agreement, as specified in Attachment "A" attached, is hereby affirmed.

SECTION 4. Except as otherwise provided by resolution or ordinance, the classification and compensation plan of city officers and employees shall be in accordance with Attachment "B" attached hereto and made a part hereof as though set forth in full. For the purposes of said classification and compensation plan the following definitions shall apply:

*A. Executive Management Officers* shall mean the City Manager, Assistant City Manager, Deputy City Manager and all department directors.

*B. Management and Administrative Officers* shall mean employees appointed as assistant directors, superintendents and managers who directly assist the head of a department.

*C. Supervisory and Junior Administrative Employees* are employees appointed as supervisors, professionals, analysts, specialists, program coordinators and community conservation representatives.

*D. General or Miscellaneous Employees* shall mean all other employees appointed to a position in the classified service.

SECTION 5. Nonclassified Officers and Employees. Except where otherwise provided in resolution or ordinance, the compensation and benefits for all other officers and employees, including part time, temporary, emergency and seasonal employees, shall be governed by a separate resolution.

#### SECTION 6. Employee Benefits and Duties

**A. Attachment "A."**

Revisions to employee benefits and terms and conditions of employment are hereby established as those set forth in Attachment "A" for all city officers and employees set forth in Attachment "B", except where otherwise provided in this resolution.

**B. Attendance to Duty.**

All officers and employees shall be in attendance at their official duties and place of work as required by this resolution or any ordinance or resolution of the city, or in accordance with the direction of the department head or City Manager. Failure on the part of any employee, absent without leave or notification to return to duty within 24 hours shall be cause for immediate discharge.

**C. Hours and Days of Work.**

The normal workweek for all officers and employees in the classified service shall be considered as forty (40) hours. Unless otherwise specified, each employee's regular reoccurring workweek shall be deemed to begin at the midpoint of the employee's work shift on Fridays. Those with alternative workweeks are prescribed herein. Any changes in a non-exempt employee's workweek shall be made prospectively and must be approved in writing by the Human Resources Manager.

<u>Position Title</u>	<u>Department</u>	<u>Workweek Begins</u>
Centre AV Technician (2)	Administration	Monday, 12:01 AM
Lead Public Safety Specialist (1)	Administration	Sunday, 12:01 AM
Media Operations Specialist I (2)	Administration	Monday, 12:01 AM
Parking Control Officer (3)	Finance & Admin Services	Monday, 12:01 AM

#### D. Fair Labor Standards Act - Exemptions

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. Section 13(a)(1) of the FLSA, provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$844 per week. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations.

#### Salary Basis Requirement

Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the city makes deductions from an employee's predetermined salary, i.e., because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

#### Circumstances in Which the City May Make Deductions from Pay

The city has a recognized practice of allowing partial-day deductions from the pay of exempt employees for reasons of public accountability. In accordance with the city's practice, deductions from pay are permissible:

1. when an exempt employee is absent from work for personal reasons other than sickness or disability;
2. for absences due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
3. to offset amounts employees receive as jury or witness fees, or for military pay; or
4. for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions as provided for in Section 16.0 of the Personnel Rules, Regulations and Procedures.

Also, the city is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

#### City Policy

It is the city's policy to comply with the salary basis requirements of the FLSA. Therefore, all managers of the city are prohibited from making any improper deductions from the salaries of exempt employees. The city does not allow deductions that violate the FLSA.

#### What To Do If An Improper Deduction Occurs

If an employee believes that an improper deduction has been made to his or her salary, the employee should immediately report this information to his or her direct supervisor, or to the Human Resources Manager.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the affected employee will be promptly reimbursed for any improper deduction made.

#### FLSA Exempt Employees

The positions designated as exempt from FLSA overtime provisions are those categorized as executive management, management and administrative officers, and supervisory and junior administrative officers and employees, excluding the following: Community Conservation Representative.

#### E. Mileage

When authorized, city officers and employees shall receive mileage reimbursement in an amount equivalent with the Internal Revenue Service standard mileage rate to cover the use by them in City business of their personal vehicles while performing official duties. An itemized statement on a form provided by the Director of Finance & Administrative Services shall be submitted for approval by the City Manager.

Supervisory and Junior Administrative officers and employees shall be paid the aforementioned mileage allowance and, in addition, shall receive a monthly auto allowance of \$85.00 per month for the use of their vehicle in performance of City duties, except Community Services Supervisors who shall receive a monthly auto allowance of \$135.00 per month for the use of their vehicle in performance of City duties.

Management and Administrative officers shall, in lieu of said mileage reimbursement, receive an automobile allowance of \$245.00 per month for the use of their vehicle in performance of City duties.

The following officers and employees may be assigned use of a city vehicle in performance of City duties in lieu of any monthly auto allowance.

Parks Superintendent  
Water Operation Field Manager  
Water Distribution Supervisor  
Facilities Maintenance Supervisor  
Fleet Manager  
Tree and Hardscape Supervisor  
Environmental Resources Supervisor

All employees shall receive mileage reimbursement for actual and necessary use of their private vehicles to attend authorized meetings and seminars fifty (50) miles or more from Lakewood, provided the cost of alternative transportation (i.e., airfare, vehicle rental) is more than the City mileage expense.

F. Administrative Leave

Those persons holding a position in the categories heretofore designated as Executive Management Officers, Management and Administrative Officers and Supervisory and Junior Administrative Officers are eligible to receive administrative leave as follows:

- 1) Executive Management Officers – up to a maximum of 64 hours per fiscal year;
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Officers – up to a maximum of 48 hours per fiscal year;

Nothing herein shall be construed as an absolute right to administrative leave, the granting of the same being discretionary with the department head or City Manager, both as to eligibility and the time for exercising said administrative leave. Payments for any earned and unused administrative leave at the end of the fiscal year shall be computed at the employee's regular rate of pay for the past pay period ending and paid in June of each year and distributed as follows. No such person, however, shall be eligible for any such cash payment that is not an employee of the city at the end of the fiscal year.

- 1) Executive Management Officers – distributions for all unused administrative leave shall be made to the employee's 401(a) Plan account. For the City Manager, distributions for all unused administrative leave shall be paid out in cash.
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Officers – distributions for all unused administrative leave shall be based upon age. Until age 40, payments shall be made in cash to eligible employees. Payments made after the employee has achieved age 40 shall be paid 33% to the employee's 401(a) Plan account and 67% in cash; after age 45, annual distribution shall be 67% to the employee's 401(a) Plan account and 33% to employee in cash; and after age 50, the entire administrative leave payment shall be deposited in the employee's 401(a) Plan account.

**Administrative Leave Payoff at Termination:** Upon termination, whether or not concurrently retiring under CalPERS, benefits shall be paid to the employee's 401(a) Plan account as follows:

- 1) Executive Management Officers shall receive a lump sum amount equal to the number of hours of administrative leave accrued at termination of employment multiplied by the 401(a) Plan Participant's Hourly Pay Rate at the time of termination. Employees hired before December 31, 2012 and considered "Classic" members with CalPERS will have the lump sum deposited into their 401 (a) account with PARS. Employee hired after December 31, 2012 will have their lump sum paid out to them.
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees who are separating, but not retiring shall receive a lump sum amount equal to the sum of administrative leave and compensatory time accrued at termination of employment multiplied by the 401(a) Plan Participant's Hourly Rate of Pay at the time of termination. Employees hired before December 31, 2012 and considered "Classic" members with CalPERS will have the lump sum deposited into their 401 (a) account with PARS. Employee hired after December 31, 2012 will have their lump sum paid out to them.

#### G. Executive Management Compensation

The provision of this resolution relating to assignment of officers and employees to pay rate steps and to pay step advancement shall apply to Executive Management Officers in the Wage, Salary and Classification Plan attached herein. Said officers and employees shall be reviewed by the City Manager and placed at a level of compensation within the applicable salary schedule which has been designated by this resolution for said officer of the employee's position for the first pay period ending in July.

Executive Management Officers are also entitled to a merit pay/performance bonus annually on July 1st not to exceed a total of six percent (6%) in any six (6) month period and a total of eight percent (8%) in any twelve (12) month period provided they have met the performance goals and objectives set for them by the City Manager.

#### H. Compensatory Time for Supervisory and Junior Administrative Employees

Supervisory and exempt Junior Administrative employees shall be compensated for time worked in excess of forty (40) hours in their normal workweek at the rate of one hour of compensatory time off for each one hour worked. Non-exempt Junior Administrative employees shall be compensated for time worked in excess of forty (40) hours in their normal workweek at the rate of one and one-half hours of compensatory time off or overtime pay for each one hour worked. Executive Management, Management and Administrative Employees shall not be compensated for overtime hours worked.

Notwithstanding any provision of this section to the contrary, all overtime must be approved by the department head prior to being worked, except in the case of an emergency, which shall be reported to the City Manager on the next day of work following the emergency for the City

Manager's approval. No credit shall be given to exempt employees for less than one-half (½) hour of overtime or to non-exempt employees for less than ten (10) minutes of overtime worked in any workweek.

Compensatory Time for "Gatekeeper" Services - Supervisory and Junior Administrative Employees shall be compensated for time worked as "gatekeepers" at the rate of nine hours of gatekeeper compensatory time (GCT) earned for each weekly rotation served. Service as gatekeeper requires the employee to be available by portable electronic communication device during all off-duty hours of their gatekeeping rotation period to respond to city emergency situations occurring outside of the city's regular business hours. The assignment of employees to the rotating gatekeeping schedule shall be approved by the department head. Employees assigned to Gatekeeper services whom earn compensatory time during their weekly rotation shall be allowed to take compensatory time off within the fiscal year earned or will be paid in cash for each weekly rotation served on the pay period in which it is earned. Any compensatory time off earned and not used within the fiscal year earned will be paid out at the end of the second pay period in June as specified below.

Compensatory Time accumulation shall not exceed sixty (60) unused compensatory time-off hours at any one time except during the three month period prior to payoff the maximum accumulation may not exceed 40 hours. All compensatory time off shall be taken within the fiscal year earned, or will be paid in cash at the end of the second pay period in June with the exception of compensatory time earned after the second pay period in June, which will be carried over into the next fiscal year. At that time, up to 20 hours of accumulated compensatory time will be paid in cash to the employee with any remaining hours deposited into the employee's 401(a) Plan account. At separation, all payment for accrued compensatory time off hours will be deposited into the employee's 401(a) Plan account.

Accumulated compensatory time off may be taken by an employee upon reasonable notice and prior approval of the department head. Nothing herein is intended to limit or restrict the authority of the city to require any employee to perform overtime or gatekeeper work.

For the purposes of this section, the following positions are non-exempt Supervisory and Junior Administrative employees: Community Conservation Representative.

#### I. Reservation of City Rights

Whenever any right is reserved to the city by this resolution or memorandum of understanding, said right may be exercised by the City Manager under the direction and/or control of the City Council.

#### J. Declared Disaster Pay Policy for Exempt Employees

In the event that a disaster or a state of emergency is declared in accordance with Ordinance 74-3, "exempt" employees (under FLSA) shall be compensated for overtime hours that they work as official emergency workers. Similarly, in the event that a disaster or a state of emergency that affects the City of Lakewood is declared by the County of Los Angeles, the State of California or the Federal Government, "exempt" employees shall be compensated for the overtime hours they work as official emergency workers. This emergency overtime shall be paid

at an hourly rate equal to their currently monthly base salary divided by 173.33. "Emergency Overtime" shall be paid only for those hours actually worked in excess of forty (40) hours during their normal workweek.

K. Supplemental Retirement Savings Plans

The Director of Finance & Administrative Services is hereby authorized to make all necessary payroll withholdings, deposits and leave conversions as authorized by the Defined Contribution and Defined Benefit Supplemental Retirement Savings Plans as established in Resolutions No. 2001-73 and 2005-16.

L. Vacation Compensation

No Executive Management Officer shall accumulate vacation leave beyond 160 hours or their December 31, 2001 balance, whichever is greater. No Management or Administrative Officer or Supervisory or Junior Administrative Employee shall accumulate vacation leave beyond 270 hours or their December 31, 2001 balance, whichever is greater.

Employees' vacation leave accruals shall be capped as follows. At the end of any pay period, each employee shall have deposited by the City into their 401(a) Plan account a defined contribution amount equal to the product of their rate of pay times their current bi-weekly vacation accumulation entitlement in excess of their accrual cap.

- 1) Executive Management Officers – 160 hours
- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees – 270 hours

M. Longevity Pay

Employees shall receive annual bi-weekly longevity payments beginning at the completion of their 9<sup>th</sup> year of City service. Eligibility for longevity bi-weekly payments shall be certified by the City Manager or his designee to the Director of Finance & Administrative Services. The longevity lump sum payments shall be at the rate of 1% of annual salary on achieving 9 years of service and each year thereafter for years 10, 11, 12, and 13. Upon completing 14 years of cumulative service the rate will be increased to 2% of annual salary and continue at the rate for years 15, 16, 17, and 18. Upon reaching 19 years of service, the rate will increase to 2.5% and be paid at that rate for each year of full-time service thereafter. Annual salary, for the purposes of this section, shall be calculated at the employee's current rate of pay in their regular position on the date in which eligibility is achieved. Employee's eligibility date shall be the effective date of regular full-time employment as it appears on the employee's Personnel Action Form prepared at the time of appointment.

Longevity bi-weekly payment shall be paid on the next regular payday after the pay period in which the eligibility date falls and shall be distributed as follows:

- 1) Executive Management Officers – their entire bi-weekly longevity payment shall be deposited into their 401(a) Plan account;

- 2) Management and Administrative Officers and Supervisory and Junior Administrative Employees – they shall receive bi-weekly payments for years 9, 10, 11, 12, and 13. Beginning with year 14 and continuing through year 18, employees shall have 1% of annual salary paid in cash bi-weekly to the employee and 1% deposited in the employee's 401(a) Plan account bi-weekly. Beginning with year 19 and thereafter 1% of annual salary shall be paid in cash bi-weekly to the employee and 1.5% of annual salary shall be deposited into the employee's 401(a) Plan account bi-weekly.

If an employee, after establishing a right to longevity pay, should be terminated prior to his or her eligibility date in any subsequent year by reason of death, an industrial accident disability rating of 50% or more, illness, or a non-industrial accident preventing discharge of normal duties, said employee shall receive their final bi-weekly payment on final paycheck.

#### N. Sick Leave Accumulation and Payoff

Employees shall accrue eligibility for sick leave on the basis of eight (8) hours per month up to a maximum accumulation of either 240, 320 or 350 hours. Employees shall elect their sick leave accumulation cap at the time of appointment and may increase their cap to a higher level. Employees may not elect to decrease their cap. On the last payday each November, employees will be paid in cash for any accumulated and unused sick leave in excess of their elected cap on accumulation at the rate of sixty percent (60%) or seventy percent (70%) of said excess. Employees electing a 240-hour sick leave cap will be eligible for sixty percent (60%) and employees electing a 320-hour or 350-hour sick leave cap will be eligible for seventy (70%). Said cash payment shall be at the employee's rate of pay as of the payday immediately preceding the last payday in November.

Executive Management Officers shall receive 50% of any sick leave payoff they are entitled to in cash and the remaining 50% of their payoff shall be deposited into their 401(a) Plan account.

Payoff at Retirement: City will provide sick leave payoff to employees retiring directly from City service under the Public Employees' Retirement System based on the following formula:

- 1) Retiring employee that elects a 240-hour base will be paid at the time of retirement 50% of all accumulated and unused sick leave hours. Payment shall be made at the employee's regular rate of pay.
- 2) Retiring employee that elects either the 320-hour or the 350-hour base will be paid at the time of retirement 75% of all accumulated and unused sick leave hours. Payment shall be made at the employee's regular rate of pay

All sick leave hours paid upon retirement for an Executive Management Officer, Management and Administrative Officer, or Supervisory and Junior Administrative Employee shall be deposited in the employee's 401(a) Plan account.

O. Deferred Compensation

The City currently offers a deferred compensation plan (457 plan) to employees and enrollment is optional. Effective the first full pay period in July 2024, the City will match up to \$75 per month matching contribution to employees enrolled into the deferred compensation plan.

P. Long Term Disability Insurance

The City shall pay the premium and shall select and administer a Long Term Disability insurance plan. The benefit shall be 66% of maximum monthly base earnings up to \$8,000 and the elimination period shall be 60 days.

SECTION 7. All funds necessary to carry out the provisions of this resolution are hereby appropriated to the proper budgetary account. The compensation provided in Attachment "B" shall be effective on the first payroll in July 2024, as to all affected employees in the City's service on that date.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**TENTATIVE AGREEMENT BETWEEN**  
**CITY OF LAKEWOOD & LAKEWOOD CITY EMPLOYEES ASSOCIATION**  
**FISCAL YEARS 2024 -2025, 2025-2026 & 2026-2027**

The City of Lakewood (City) and Lakewood City Employees Association (LCEA) have met and conferred in good faith and have reached tentative agreement (TA) on the terms and conditions of employment and other issues within the scope of representation for the employees in the LCEA represented bargaining unit for the period July 1, 2024, to June 30, 2027. The following are the terms of the TA. The parties agree to recommend these terms and conditions for approval and ratification by the Lakewood City Council and the LCEA membership respectively. In reaching this TA the parties agree that they have fulfilled their obligations to meet and confer in good faith on all issues within the scope of representation concerning all bargaining unit employees. The parties also agree that after ratification the terms of the TA as set forth below shall be incorporated into a comprehensive memorandum of understanding (MOU) which shall thereupon be signed by the duly authorized representatives of the parties and then adopted by City Council resolution. That MOU, once ratified, shall be implemented and shall govern the relationship between the parties and establish the terms and conditions of employment of the affected employees for fiscal years 2024-2025, 2025-2026 and 2026-2027.

**Article 4. Basic Compensation Plan:** Section 1. Wage and Salary Plan. Add: Effective the first payroll in July 2024 the City shall grant an across-the-board increase of 5.5%. Effective the first payroll in July 2025 the City shall grant an across-the-board increase of 5.5%. Effective the first payroll in July 2026 the City shall grant an across-the-board increase of 5%. Additionally, the City shall provide eligible employees a one-time, non-PERSable lump sum payment in the gross amount of two thousand dollars (\$2,000), less applicable taxes and deductions, to be paid in the first payroll in July 2024. It is expressly understood that this one-time lump sum payment is non-PERSable pay and will not be used for pension calculation. Eligible employees will receive the one-time payment on a check separate from their paycheck.

Add: Section 18. Deferred Compensation. The City currently offers a deferred compensation plan (457 plan) to employees and enrollment is optional. Effective the first full pay period in July 2024, the City will match up to \$75 per month matching contribution to employees enrolled into the deferred compensation plan.

Effective the first payroll in July 2024 the following classification will have equity adjustments as identified below and will be included in Exhibit "A" that establishes the classification of employees in the range of salary for each classification on a step basis as therein set forth:

Senior Water Utility Worker from 15A to 17A  
Fleet Maintenance Technician from 15A to 16A  
Maintenance Worker 7A to 9A  
Senior Park Maintenance Worker 13A to 15A

Light Equipment Operator 14A to 15A

**Article 10. Work Hours and Holidays:** Two additional holidays will be added to the calendar year effective 2025: Cesar Chavez and Juneteenth (add new rosters of holidays for fiscal years 2024-25, 2025-2026 and 2026-27)

**Article 24. Cafeteria Benefit Plan:** Revise Section 3 to read: Effective with the first paycheck in December 2023, the City shall provide a monthly cafeteria benefit for employees electing single coverage or opting out of a medical plan after providing proof of coverage for a total monthly contribution amount of \$1,359.02. Effective with the first paycheck in December 2024, the City shall provide an increase of \$100.00 per month for a total monthly contribution of \$1,590.00 towards cafeteria benefits for employees electing two-party coverage. The City shall provide an increase of \$125.00 per month for a total monthly contribution of \$1,775.00 towards cafeteria benefits for employees electing family coverage for a medical plan. Effective with the first paycheck in December 2025, the City shall provide an increase of \$50.00 per month for a total monthly contribution of \$1,640.00 towards cafeteria benefits for employees electing two-party coverage. The City shall provide an increase of \$125.00 per month for a total monthly contribution of \$1,900.00 towards cafeteria benefits for employees electing family coverage for a medical plan. Effective the first paycheck in December 2026, the City shall provide an increase of \$60.00 per month for a total monthly contribution of \$1,700 towards cafeteria benefits for employees electing two-party coverage. The City shall provide an increase of \$100.00 per month for a total monthly contribution of \$2000.00 towards cafeteria benefits for employees electing family coverage for a medical plan. The maximum cafeteria monthly benefit available for employees that elect to opt out of a medical plan will be \$1,359.02. The cafeteria monthly contribution is inclusive of the statutory Public Employees Medical and Hospital Care Act (PEMHCA) minimum contribution.

**Article 26. Retirement System:** Section 1. The following benefits apply to those employees who are not "New Members" as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) but those employees who are defined as "Classic Members": Update to reflect the following: Effective the first payroll in July 2024, employees who fall under the "Classic Member" category will pay 5.50% of the employee member contribution (EPMC). The City shall continue to pay member contribution (1.50%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)]. Effective the first payroll in July 2025, employees who fall under the "Classic Member" category will pay 6.25% of the employee member contribution (EPMC). The City shall continue to pay member contribution (.75%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)]. Effective the first payroll in July 2026, employees who fall under the "Classic Member" category will pay the full 7.00% of the employee member contribution (EPMC).

**Article 48. Memorandum of Understanding:** The term of this memorandum of understanding shall be from July 1, 2024, to and concluding June 30, 2027.

**City of Lakewood**

By: 

Thaddeus McCormack – City Manager

Date: June 6, 2024

**Lakewood City Employees Association**

By: 

Mark Benavides – LCEA President

Date: June 6, 2024

**WAGE, SALARY AND CLASSIFICATION PLAN**  
**FY 2024-2025**  
**(Effective June 23, 2024)**

**GENERAL OR MISCELLANEOUS EMPLOYEES**  
**(LAKEWOOD CITY EMPLOYEES ASSOCIATION)**

<b>Schedule</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>No.</b>	<b>Classification</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>
1A	Intermediate Clerk Typist	4016	4217	4428	4649	4882
2A	PABX Operator/Receptionist	4121	4327	4543	4770	5009
6A	Account Clerk	4545	4773	5011	5262	5525
6A	Senior Clerk	4545	4773	5011	5262	5525
8A	Administrative Clerk	4773	5012	5263	5526	5802
8A	Community Transportation Dispatcher	4773	5012	5263	5526	5802
8A	Customer Service Liaison	4773	5012	5263	5526	5802
8A	Parking Control Officer	4773	5012	5263	5526	5802
8A	Public Utility Customer Service Representative	4773	5012	5263	5526	5802
8A	Purchasing Clerk	4773	5012	5263	5526	5802
9A	Maintenance Worker	4897	5142	5399	5669	5953
10A	Building Clerk	5021	5272	5536	5813	6103
10A	Park Maintenance Worker	5021	5272	5536	5813	6103
10A	Public Safety Specialist	5021	5272	5536	5813	6103
10A	Senior Account Clerk	5021	5272	5536	5813	6103
10A	Senior Public Utility Customer Svc Representative	5021	5272	5536	5813	6103
12A	Human Resources Clerk	5274	5537	5814	6105	6410
12A	Special Event Assistant	5274	5537	5814	6105	6410
12A	Secretary	5274	5537	5814	6105	6410
12A	Tree Trimmer I	5274	5537	5814	6105	6410
12A	Water Utility Worker	5274	5537	5814	6105	6410
13A	Accounting Technician	5404	5674	5958	6256	6568
13A	Licensed Pesticide Applicator	5404	5674	5958	6256	6568
13A	Skilled Trades Worker	5404	5674	5958	6256	6568
14A	Audio Visual Technician	5537	5814	6105	6410	6731
14A	Graphics & Media Technician	5537	5814	6105	6410	6731
14A	Irrigation Repair Worker	5537	5814	6105	6410	6731
14A	Media Operations Spec. I	5537	5814	6105	6410	6731
15A	Administrative Secretary	5674	5957	6255	6568	6896
15A	Community Development Technician	5674	5957	6255	6568	6896
15A	Human Resources Technician	5674	5957	6255	6568	6896
15A	Light Equipment Operator	5674	5957	6255	6568	6896
15A	Payroll Technician	5674	5957	6255	6568	6896
15A	Permit Technician	5674	5957	6255	6568	6896
15A	Public Services Specialist	5674	5957	6255	6568	6896
15A	Senior Park Maintenance Worker	5674	5957	6255	6568	6896
15A	Tree Trimmer II	5674	5957	6255	6568	6896
16A	Fleet Maintenance Technician	5819	6110	6415	6736	7073
16A	Maintenance Carpenter	5819	6110	6415	6736	7073
16A	Maintenance Painter	5819	6110	6415	6736	7073
16A	Maintenance Plumber	5819	6110	6415	6736	7073
17A	Senior Water Utility Worker	5966	6265	6578	6907	7252
17A	Water Resources Administrative Secretary	5966	6265	6578	6907	7252
18A	Environmental Services Officer	6114	6420	6741	7078	7432
18A	Fleet Maintenance Lead Worker	6114	6420	6741	7078	7432
18A	Lead Public Safety Specialist	6114	6420	6741	7078	7432
18A	Media Operations Spec. II	6114	6420	6741	7078	7432
18A	Park Maintenance Lead Worker	6114	6420	6741	7078	7432
18A	Parking Control Lead Worker	6114	6420	6741	7078	7432
18A	Public Works Technician	6114	6420	6741	7078	7432
18A	Pump Station Operator	6114	6420	6741	7078	7432
18A	Senior Maintenance Plumber	6114	6420	6741	7078	7432
18A	Skilled Trades Lead Worker	6114	6420	6741	7078	7432
18A	Tree Lead Worker	6114	6420	6741	7078	7432
19A	Graphics & Media Lead Worker	6269	6582	6911	7257	7619
20A	Deputy City Clerk	6420	6741	7078	7432	7803
20A	Water Distribution Lead Worker	6420	6741	7078	7432	7803
23A	Water Production Lead Worker	6917	7263	7626	8007	8408
24A	Public Works Inspector	7090	7445	7817	8208	8618
26A	Maintenance Electrician	7444	7816	8207	8617	9048
29A	Helicopter Pilot I	8039	8441	8863	9306	9771

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN**  
**FY 2024-2025**  
**(Effective June 23, 2024)**

**SUPERVISORY AND JUNIOR ADMINISTRATIVE EMPLOYEES**

<b>Schedule</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>No.</b>	<b>Classification</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>
15B	Management Aide	5674	5958	6256	6569	6897
16B	Administrative Assistant I	5828	6120	6426	6747	7084
16B	Planning Technician	5828	6120	6426	6747	7084
16B	Recreation Programs Assistant	5828	6120	6426	6747	7084
18B	Accountant	6124	6430	6752	7089	7444
20B	Recreation Program Coordinator	6433	6754	7092	7447	7819
20B	Public Safety Program Coordinator	6433	6754	7092	7447	7819
20B	Video Producer	6433	6754	7092	7447	7819
22B	Administrative Assistant II	6757	7095	7450	7822	8214
22B	Assistant Project Manager	6757	7095	7450	7822	8214
22B	Executive Secretary	6757	7095	7450	7822	8214
22B	Parking Control Supervisor	6757	7095	7450	7822	8214
24B	Assistant City Clerk	7100	7455	7828	8219	8630
24B	Assistant Planner	7100	7455	7828	8219	8630
24B	Community Conservation Representative	7100	7455	7828	8219	8630
24B	Community Services Supervisor	7100	7455	7828	8219	8630
24B	Community Transportation Supervisor	7100	7455	7828	8219	8630
24B	Human Resources Analyst	7100	7455	7828	8219	8630
24B	Management Analyst	7100	7455	7828	8219	8630
24B	Media Services Coordinator	7100	7455	7828	8219	8630
24B	Public Information Specialist	7100	7455	7828	8219	8630
24B	Public Safety Supervisor	7100	7455	7828	8219	8630
24B	Utility Billing Supervisor	7100	7455	7828	8219	8630
26B	Housing Specialist	7468	7841	8234	8645	9077
26B	Project Manager	7468	7841	8234	8645	9077
26B	Senior Management Analyst	7468	7841	8234	8645	9077
27B	Environmental Resources Supervisor	7648	8031	8432	8854	9296
27B	Facilities Maintenance Supervisor	7648	8031	8432	8854	9296
27B	Fleet Manager	7648	8031	8432	8854	9296
27B	Tree & Hardscape Supervisor	7648	8031	8432	8854	9296
28B	Community Relations Manager	7839	8231	8643	9075	9529
28B	Senior Producer	7839	8231	8643	9075	9529
28B	Water Distribution Supervisor	7839	8231	8643	9075	9529
29B	Associate Planner	8039	8441	8863	9306	9771
29B	Environmental Programs Manager	8039	8441	8863	9306	9771
29B	GIS Analyst	8039	8441	8863	9306	9771
29B	Water Administration Manager	8039	8441	8863	9306	9771
30B	IT Specialist	8240	8652	9084	9539	10015
31B	Community Services Manager	8446	8868	9311	9777	10266
31B	Senior Accountant	8446	8868	9311	9777	10266
31B	Senior Human Resources Analyst	8446	8868	9311	9777	10266
33B	Helicopter Pilot II	8864	9307	9772	10261	10774

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2024-2025  
(Effective June 23, 2024)**

**MANAGEMENT AND ADMINISTRATIVE OFFICERS**

<b>Schedule</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>No.</b>	<b>Classification</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>
32B	Public Safety Manager	8658	9091	9545	10022	10524
32B	Community Development Coordinator	8658	9091	9545	10022	10524
32B	Water Field Operations Manager	8658	9091	9545	10022	10524
33B	Administrative Services Manager	8864	9307	9772	10261	10774
33B	Associate Civil Engineer	8864	9307	9772	10261	10774
34B	Neighborhood Preservation Manager	9085	9540	10017	10518	11043
35B	Senior Planner	9312	9778	10266	10780	11319
36B	IT Services Manager	9545	10022	10524	11050	11602
36B	Finance Manager	9545	10022	10524	11050	11602
36B	Senior Project Manager	9545	10022	10524	11050	11602
37B	Accounting & Grants Manager	9831	10323	10839	11381	11950
38B	Assistant to the City Manager	10031	10533	11059	11612	12193
38B	Parks Superintendent	10031	10533	11059	11612	12193
38B	Principal Civil Engineer	10031	10533	11059	11612	12193
38B	Purchasing Officer	10031	10533	11059	11612	12193
40B	Assistant Director of Rec. & Community Services	10548	11076	11630	12211	12822
40B	Assistant Director of Finance & Admin Services	10548	11076	11630	12211	12822
40B	Assistant Director of Community Development	10548	11076	11630	12211	12822
40B	City Clerk	10548	11076	11630	12211	12822
40B	Human Resources Manager	10548	11076	11630	12211	12822
40B	Public Information Officer	10548	11076	11630	12211	12822
42B	Assistant Director of Public Works/City Engineer	11629	12211	12821	13462	14135
42B	Assistant Director of Water Resources	11629	12211	12821	13462	14135

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN**  
**FY 2024-2025**  
**(Effective June 23, 2024)**

**EXECUTIVE MANAGEMENT OFFICERS**

<b>Schedule</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>No.</b>	<b>Classification</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>
EDCO	Director of Communications	12523	13149	13807	14497	15222
EDPS	Director of Public Safety	12523	13149	13807	14497	15222
EDCM	Deputy City Manager	16111	16917	17763	18651	19583
EDCD	Director of Community Development	16111	16917	17763	18651	19583
EDRS	Director of Recreation and Community Services	16111	16917	17763	18651	19583
EDWR	Director of Water Resources	16346	17164	18022	18923	19869
EACM	Assistant City Manager	17189	18048	18950	19898	20893
EDPW	Director of Public Works	17189	18048	18950	19898	20893
EDAS	Director of Finance & Administrative Services	18971	19920	20916	21962	23060
CMGR	City Manager	25901				

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2025-2026  
(Effective June 22, 2025)**

**GENERAL OR MISCELLANEOUS EMPLOYEES  
(LAKEWOOD CITY EMPLOYEES ASSOCIATION)**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
1A	Intermediate Clerk Typist	4237	4449	4671	4905	5150
2A	PABX Operator/Receptionist	4347	4565	4793	5032	5284
6A	Account Clerk	4795	5035	5287	5551	5829
6A	Senior Clerk	4795	5035	5287	5551	5829
8A	Administrative Clerk	5036	5288	5552	5830	6121
8A	Community Transportation Dispatcher	5036	5288	5552	5830	6121
8A	Customer Service Liaison	5036	5288	5552	5830	6121
8A	Parking Control Officer	5036	5288	5552	5830	6121
8A	Public Utility Customer Service Representative	5036	5288	5552	5830	6121
8A	Purchasing Clerk	5036	5288	5552	5830	6121
9A	Maintenance Worker	5167	5425	5696	5981	6280
10A	Building Clerk	5297	5562	5840	6132	6439
10A	Park Maintenance Worker	5297	5562	5840	6132	6439
10A	Public Safety Specialist	5297	5562	5840	6132	6439
10A	Senior Account Clerk	5297	5562	5840	6132	6439
10A	Senior Public Utility Customer Svc Representative	5297	5562	5840	6132	6439
12A	Human Resources Clerk	5564	5842	6134	6441	6763
12A	Special Event Assistant	5564	5842	6134	6441	6763
12A	Secretary	5564	5842	6134	6441	6763
12A	Tree Trimmer I	5564	5842	6134	6441	6763
12A	Water Utility Worker	5564	5842	6134	6441	6763
13A	Accounting Technician	5701	5986	6285	6600	6930
13A	Licensed Pesticide Applicator	5701	5986	6285	6600	6930
13A	Skilled Trades Worker	5701	5986	6285	6600	6930
14A	Audio Visual Technician	5842	6134	6441	6763	7101
14A	Graphics & Media Technician	5842	6134	6441	6763	7101
14A	Irrigation Repair Worker	5842	6134	6441	6763	7101
14A	Media Operations Spec. I	5842	6134	6441	6763	7101
15A	Administrative Secretary	5986	6285	6599	6929	7276
15A	Community Development Technician	5986	6285	6599	6929	7276
15A	Human Resources Technician	5986	6285	6599	6929	7276
15A	Light Equipment Operator	5986	6285	6599	6929	7276
15A	Payroll Technician	5986	6285	6599	6929	7276
15A	Permit Technician	5986	6285	6599	6929	7276
15A	Public Services Specialist	5986	6285	6599	6929	7276
15A	Senior Park Maintenance Worker	5986	6285	6599	6929	7276
15A	Tree Trimmer II	5986	6285	6599	6929	7276
16A	Fleet Maintenance Technician	6139	6446	6768	7106	7462
16A	Maintenance Carpenter	6139	6446	6768	7106	7462
16A	Maintenance Painter	6139	6446	6768	7106	7462
16A	Maintenance Plumber	6139	6446	6768	7106	7462
17A	Senior Water Utility Worker	6295	6609	6940	7287	7651
17A	Water Resources Administrative Secretary	6295	6609	6940	7287	7651
18A	Environmental Services Officer	6451	6773	7112	7467	7841
18A	Fleet Maintenance Lead Worker	6451	6773	7112	7467	7841
18A	Lead Public Safety Specialist	6451	6773	7112	7467	7841
18A	Media Operations Spec. II	6451	6773	7112	7467	7841
18A	Park Maintenance Lead Worker	6451	6773	7112	7467	7841
18A	Parking Control Lead Worker	6451	6773	7112	7467	7841
18A	Public Works Technician	6451	6773	7112	7467	7841
18A	Pump Station Operator	6451	6773	7112	7467	7841
18A	Senior Maintenance Plumber	6451	6773	7112	7467	7841
18A	Skilled Trades Lead Worker	6451	6773	7112	7467	7841
18A	Tree Lead Worker	6451	6773	7112	7467	7841
19A	Graphics & Media Lead Worker	6613	6944	7291	7656	8039
20A	Deputy City Clerk	6773	7111	7467	7840	8232
20A	Water Distribution Lead Worker	6773	7111	7467	7840	8232
23A	Water Production Lead Worker	7298	7662	8046	8448	8870
24A	Public Works Inspector	7480	7854	8247	8659	9092
26A	Maintenance Electrician	7853	8246	8658	9091	9546
29A	Helicopter Pilot I	8481	8905	9350	9818	10309

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN**  
**FY 2025-2026**  
**(Effective June 22, 2025)**

**SUPERVISORY AND JUNIOR ADMINISTRATIVE EMPLOYEES**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
15B	Management Aide	5986	6286	6600	6930	7277
16B	Administrative Assistant I	6149	6456	6779	7118	7474
16B	Planning Technician	6149	6456	6779	7118	7474
16B	Recreation Programs Assistant	6149	6456	6779	7118	7474
18B	Accountant	6461	6784	7123	7479	7853
20B	Recreation Program Coordinator	6786	7126	7482	7856	8249
20B	Public Safety Program Coordinator	6786	7126	7482	7856	8249
20B	Video Producer	6786	7126	7482	7856	8249
22B	Administrative Assistant II	7129	7485	7860	8253	8665
22B	Assistant Project Manager	7129	7485	7860	8253	8665
22B	Executive Secretary	7129	7485	7860	8253	8665
22B	Parking Control Supervisor	7129	7485	7860	8253	8665
24B	Assistant City Clerk	7490	7865	8258	8671	9105
24B	Assistant Planner	7490	7865	8258	8671	9105
24B	Community Conservation Representative	7490	7865	8258	8671	9105
24B	Community Services Supervisor	7490	7865	8258	8671	9105
24B	Community Transportation Supervisor	7490	7865	8258	8671	9105
24B	Human Resources Analyst	7490	7865	8258	8671	9105
24B	Management Analyst	7490	7865	8258	8671	9105
24B	Media Services Coordinator	7490	7865	8258	8671	9105
24B	Public Information Specialist	7490	7865	8258	8671	9105
24B	Public Safety Supervisor	7490	7865	8258	8671	9105
24B	Utility Billing Supervisor	7490	7865	8258	8671	9105
26B	Housing Specialist	7879	8273	8686	9121	9577
26B	Project Manager	7879	8273	8686	9121	9577
26B	Senior Management Analyst	7879	8273	8686	9121	9577
27B	Environmental Resources Supervisor	8069	8472	8896	9341	9808
27B	Facilities Maintenance Supervisor	8069	8472	8896	9341	9808
27B	Fleet Manager	8069	8472	8896	9341	9808
27B	Tree & Hardscape Supervisor	8069	8472	8896	9341	9808
28B	Community Relations Manager	8270	8684	9118	9574	10053
28B	Senior Producer	8270	8684	9118	9574	10053
28B	Water Distribution Supervisor	8270	8684	9118	9574	10053
29B	Associate Planner	8481	8905	9350	9818	10309
29B	Environmental Programs Manager	8481	8905	9350	9818	10309
29B	GIS Analyst	8481	8905	9350	9818	10309
29B	Water Administration Manager	8481	8905	9350	9818	10309
30B	IT Specialist	8693	9128	9584	10063	10566
31B	Community Services Manager	8910	9356	9823	10315	10830
31B	Senior Accountant	8910	9356	9823	10315	10830
31B	Senior Human Resources Analyst	8910	9356	9823	10315	10830
33B	Helicopter Pilot II	9351	9819	10310	10825	11366

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2025-2026  
(Effective June 22, 2025)**

**MANAGEMENT AND ADMINISTRATIVE OFFICERS**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
32B	Public Safety Manager	9134	9591	10070	10574	11102
32B	Community Development Coordinator	9134	9591	10070	10574	11102
32B	Water Field Operations Manager	9134	9591	10070	10574	11102
33B	Administrative Services Manager	9351	9819	10310	10825	11366
33B	Associate Civil Engineer	9351	9819	10310	10825	11366
34B	Neighborhood Preservation Manager	9585	10064	10568	11096	11651
35B	Senior Planner	9824	10315	10831	11373	11941
36B	IT Services Manager	10070	10574	11102	11657	12240
36B	Finance Manager	10070	10574	11102	11657	12240
36B	Senior Project Manager	10070	10574	11102	11657	12240
37B	Accounting & Grants Manager	10372	10891	11435	12007	12607
38B	Assistant to the City Manager	10583	11112	11667	12251	12863
38B	Parks Superintendent	10583	11112	11667	12251	12863
38B	Principal Civil Engineer	10583	11112	11667	12251	12863
38B	Purchasing Officer	10583	11112	11667	12251	12863
40B	Assistant Director of Rec. & Community Services	11128	11685	12269	12883	13527
40B	Assistant Director of Finance & Admin Services	11128	11685	12269	12883	13527
40B	Assistant Director of Community Development	11128	11685	12269	12883	13527
40B	City Clerk	11128	11685	12269	12883	13527
40B	Human Resources Manager	11128	11685	12269	12883	13527
40B	Public Information Officer	11128	11685	12269	12883	13527
42B	Assistant Director of Public Works/City Engineer	12269	12882	13526	14203	14913
42B	Assistant Director of Water Resources	12269	12882	13526	14203	14913

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN**  
**FY 2025-2026**  
**(Effective June 22, 2025)**

**EXECUTIVE MANAGEMENT OFFICERS**

<b>Schedule</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>No.</b>	<b>Classification</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly**</b>	<b>Monthly*</b>	<b>Monthly*</b>
EDCO	Director of Communications	13212	13872	14566	15294	16059
EDPS	Director of Public Safety	13212	13872	14566	15294	16059
EDCM	Deputy City Manager	16997	17847	18740	19677	20661
EDCD	Director of Community Development	16997	17847	18740	19677	20661
EDRS	Director of Recreation and Community Services	16997	17847	18740	19677	20661
EDWR	Director of Water Resources	17245	18107	19013	19963	20962
EACM	Assistant City Manager	18134	19041	19993	20992	22042
EDPW	Director of Public Works	18134	19041	19993	20992	22042
EDAS	Director of Finance & Administrative Services	20015	21015	22066	23170	24328
CMGR	City Manager	27325				

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2026-2027  
(Effective June 21, 2026)**

**GENERAL OR MISCELLANEOUS EMPLOYEES  
(LAKEWOOD CITY EMPLOYEES ASSOCIATION)**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
1A	Intermediate Clerk Typist	4449	4671	4905	5150	5408
2A	PABX Operator/Receptionist	4565	4793	5032	5284	5548
6A	Account Clerk	5035	5287	5551	5829	6120
6A	Senior Clerk	5035	5287	5551	5829	6120
8A	Administrative Clerk	5288	5552	5830	6121	6427
8A	Community Transportation Dispatcher	5288	5552	5830	6121	6427
8A	Customer Service Liaison	5288	5552	5830	6121	6427
8A	Parking Control Officer	5288	5552	5830	6121	6427
8A	Public Utility Customer Service Representative	5288	5552	5830	6121	6427
8A	Purchasing Clerk	5288	5552	5830	6121	6427
9A	Maintenance Worker	5425	5696	5981	6280	6594
10A	Building Clerk	5562	5840	6132	6439	6761
10A	Park Maintenance Worker	5562	5840	6132	6439	6761
10A	Public Safety Specialist	5562	5840	6132	6439	6761
10A	Senior Account Clerk	5562	5840	6132	6439	6761
10A	Senior Public Utility Customer Svc Representative	5562	5840	6132	6439	6761
12A	Human Resources Clerk	5842	6134	6441	6763	7101
12A	Special Event Assistant	5842	6134	6441	6763	7101
12A	Secretary	5842	6134	6441	6763	7101
12A	Tree Trimmer I	5842	6134	6441	6763	7101
12A	Water Utility Worker	5842	6134	6441	6763	7101
13A	Accounting Technician	5986	6285	6600	6930	7276
13A	Licensed Pesticide Applicator	5986	6285	6600	6930	7276
13A	Skilled Trades Worker	5986	6285	6600	6930	7276
14A	Audio Visual Technician	6134	6441	6763	7101	7456
14A	Graphics & Media Technician	6134	6441	6763	7101	7456
14A	Irrigation Repair Worker	6134	6441	6763	7101	7456
14A	Media Operations Spec. I	6134	6441	6763	7101	7456
15A	Administrative Secretary	6285	6599	6929	7276	7640
15A	Community Development Technician	6285	6599	6929	7276	7640
15A	Human Resources Technician	6285	6599	6929	7276	7640
15A	Light Equipment Operator	6285	6599	6929	7276	7640
15A	Payroll Technician	6285	6599	6929	7276	7640
15A	Permit Technician	6285	6599	6929	7276	7640
15A	Public Services Specialist	6285	6599	6929	7276	7640
15A	Senior Park Maintenance Worker	6285	6599	6929	7276	7640
15A	Tree Trimmer II	6285	6599	6929	7276	7640
16A	Fleet Maintenance Technician	6446	6768	7106	7462	7835
16A	Maintenance Carpenter	6446	6768	7106	7462	7835
16A	Maintenance Painter	6446	6768	7106	7462	7835
16A	Maintenance Plumber	6446	6768	7106	7462	7835
17A	Senior Water Utility Worker	6609	6940	7287	7651	8034
17A	Water Resources Administrative Secretary	6609	6940	7287	7651	8034
18A	Environmental Services Officer	6773	7112	7467	7841	8233
18A	Fleet Maintenance Lead Worker	6773	7112	7467	7841	8233
18A	Lead Public Safety Specialist	6773	7112	7467	7841	8233
18A	Media Operations Spec. II	6773	7112	7467	7841	8233
18A	Park Maintenance Lead Worker	6773	7112	7467	7841	8233
18A	Parking Control Lead Worker	6773	7112	7467	7841	8233
18A	Public Works Technician	6773	7112	7467	7841	8233
18A	Pump Station Operator	6773	7112	7467	7841	8233
18A	Senior Maintenance Plumber	6773	7112	7467	7841	8233
18A	Skilled Trades Lead Worker	6773	7112	7467	7841	8233
18A	Tree Lead Worker	6773	7112	7467	7841	8233
19A	Graphics & Media Lead Worker	6944	7291	7656	8039	8440
20A	Deputy City Clerk	7111	7467	7840	8232	8644
20A	Water Distribution Lead Worker	7111	7467	7840	8232	8644
23A	Water Production Lead Worker	7662	8046	8448	8870	9314
24A	Public Works Inspector	7854	8247	8659	9092	9547
26A	Maintenance Electrician	8246	8658	9091	9546	10023
29A	Helicopter Pilot I	8905	9350	9818	10309	10824

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN**  
**FY 2026-2027**  
**(Effective June 21, 2026)**

**SUPERVISORY AND JUNIOR ADMINISTRATIVE EMPLOYEES**

Schedule		Step 1	Step 2	Step 3	Step 4	Step 5
No.	Classification	Monthly*	Monthly*	Monthly*	Monthly*	Monthly*
15B	Management Aide	6286	6600	6930	7277	7640
16B	Administrative Assistant I	6456	6779	7118	7474	7847
16B	Planning Technician	6456	6779	7118	7474	7847
16B	Recreation Programs Assistant	6456	6779	7118	7474	7847
18B	Accountant	6784	7123	7479	7853	8246
20B	Recreation Program Coordinator	7126	7482	7856	8249	8661
20B	Public Safety Program Coordinator	7126	7482	7856	8249	8661
20B	Video Producer	7126	7482	7856	8249	8661
22B	Administrative Assistant II	7485	7860	8253	8665	9099
22B	Assistant Project Manager	7485	7860	8253	8665	9099
22B	Executive Secretary	7485	7860	8253	8665	9099
22B	Parking Control Supervisor	7485	7860	8253	8665	9099
24B	Assistant City Clerk	7865	8258	8671	9105	9560
24B	Assistant Planner	7865	8258	8671	9105	9560
24B	Community Conservation Representative	7865	8258	8671	9105	9560
24B	Community Services Supervisor	7865	8258	8671	9105	9560
24B	Community Transportation Supervisor	7865	8258	8671	9105	9560
24B	Human Resources Analyst	7865	8258	8671	9105	9560
24B	Management Analyst	7865	8258	8671	9105	9560
24B	Media Services Coordinator	7865	8258	8671	9105	9560
24B	Public Information Specialist	7865	8258	8671	9105	9560
24B	Public Safety Supervisor	7865	8258	8671	9105	9560
24B	Utility Billing Supervisor	7865	8258	8671	9105	9560
26B	Housing Specialist	8273	8686	9121	9577	10056
26B	Project Manager	8273	8686	9121	9577	10056
26B	Senior Management Analyst	8273	8686	9121	9577	10056
27B	Environmental Resources Supervisor	8472	8896	9341	9808	10298
27B	Facilities Maintenance Supervisor	8472	8896	9341	9808	10298
27B	Fleet Manager	8472	8896	9341	9808	10298
27B	Tree & Hardscape Supervisor	8472	8896	9341	9808	10298
28B	Community Relations Manager	8684	9118	9574	10053	10555
28B	Senior Producer	8684	9118	9574	10053	10555
28B	Water Distribution Supervisor	8684	9118	9574	10053	10555
29B	Associate Planner	8905	9350	9818	10309	10824
29B	Environmental Programs Manager	8905	9350	9818	10309	10824
29B	GIS Analyst	8905	9350	9818	10309	10824
29B	Water Administration Manager	8905	9350	9818	10309	10824
30B	IT Specialist	9128	9584	10063	10566	11095
31B	Community Services Manager	9356	9823	10315	10830	11372
31B	Senior Accountant	9356	9823	10315	10830	11372
31B	Senior Human Resources Analyst	9356	9823	10315	10830	11372
33B	Helicopter Pilot II	9819	10310	10825	11366	11935

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN  
FY 2026-2027  
(Effective June 21, 2026)**

**MANAGEMENT AND ADMINISTRATIVE OFFICERS**

<b>Schedule</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>No.</b>	<b>Classification</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>
32B	Public Safety Manager	9591	10070	10574	11102	11657
32B	Community Development Coordinator	9591	10070	10574	11102	11657
32B	Water Field Operations Manager	9591	10070	10574	11102	11657
33B	Administrative Services Manager	9819	10310	10825	11366	11935
33B	Associate Civil Engineer	9819	10310	10825	11366	11935
34B	Neighborhood Preservation Manager	10064	10568	11096	11651	12233
35B	Senior Planner	10315	10831	11373	11941	12538
36B	IT Services Manager	10574	11102	11657	12240	12852
36B	Finance Manager	10574	11102	11657	12240	12852
36B	Senior Project Manager	10574	11102	11657	12240	12852
37B	Accounting & Grants Manager	10891	11435	12007	12607	13238
38B	Assistant to the City Manager	11112	11667	12251	12863	13506
38B	Parks Superintendent	11112	11667	12251	12863	13506
38B	Principal Civil Engineer	11112	11667	12251	12863	13506
38B	Purchasing Officer	11112	11667	12251	12863	13506
40B	Assistant Director of Rec. & Community Services	11685	12269	12883	13527	14203
40B	Assistant Director of Finance & Admin Services	11685	12269	12883	13527	14203
40B	Assistant Director of Community Development	11685	12269	12883	13527	14203
40B	City Clerk	11685	12269	12883	13527	14203
40B	Human Resources Manager	11685	12269	12883	13527	14203
40B	Public Information Officer	11685	12269	12883	13527	14203
42B	Assistant Director of Public Works/City Engineer	12882	13526	14203	14913	15659
42B	Assistant Director of Water Resources	12882	13526	14203	14913	15659

\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places

**WAGE, SALARY AND CLASSIFICATION PLAN**  
**FY 2026-2027**  
**(Effective June 21, 2026)**

**EXECUTIVE MANAGEMENT OFFICERS**

<b>Schedule</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>No.</b>	<b>Classification</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>	<b>Monthly*</b>
EDCO	Director of Communications	13872	14566	15294	16059	16862
EDPS	Director of Public Safety	13872	14566	15294	16059	16862
EDCM	Deputy City Manager	17847	18740	19677	20661	21694
EDCD	Director of Community Development	17847	18740	19677	20661	21694
EDRS	Director of Recreation and Community Services	17847	18740	19677	20661	21694
EDWR	Director of Water Resources	18107	19013	19963	20962	22010
EACM	Assistant City Manager	19041	19993	20992	22042	23144
EDPW	Director of Public Works	19041	19993	20992	22042	23144
EDAS	Director of Finance & Administrative Services	21015	22066	23170	24328	25544
CMGR	City Manager	28692				

**\*Published monthly rates are rounded to whole dollars. Actual rates are rounded to four decimal places**

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Adoption of Resolution Amending Resolution No. 2023-33 and Enacting a Personnel Resolution Establishing Compensation, Rules and Regulations Pertaining to Hourly-Rated Part-Time Employees

### INTRODUCTION

This resolution amends previous resolution and enacts a personnel resolution that establishes compensation, rules and regulations pertaining to hourly-rated part-time employees, effective the first payroll in July.

### STATEMENT OF FACT

Hourly part time officers and employees are employees in the non-classified service, part-time employees, temporary, emergency and seasonal employees. Hourly part time officers and employees are those employees that fall under the following category:

- Schedule A employees
- Schedule B employees

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

- The City shall grant an increase of 5.5% for FY 24-25, 5.5% for FY 25-26 and 5% for FY 26-27.
- The City shall grant a one-time lump sum payment, the one-time lump sum payment will be \$0.56 per hour for every hour worked in the last 12 months ending May 25, 2024 to employees who meet the designated parameters. For employees in Schedule B the one-time lump sum will be non-PERSable.
- Employees identified in the categories above will need to meet the following parameters to be eligible for the one-time lump sum payment:
  - Be an active employee who has worked 100 hours or more during the last 12 months ending May 25, 2024
  - and**
  - Have actively worked during January 2024 – June 2024

Part time employees shall not participate in or be entitled to any benefit program of the City as required by law.

### RECOMMENDATION

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



Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD AMENDING RESOLUTION NO. 2023-33  
PERTAINING TO HOURLY-RATED PART-TIME  
EMPLOYEES AND ENACTING A PERSONNEL  
RESOLUTION ESTABLISHING THE COMPENSATION,  
RULES AND REGULATIONS PERTAINING TO  
HOURLY-RATED PART-TIME EMPLOYEES

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

SECTION 1. Resolution No. 2023-33, a resolution of the City Council of the City of Lakewood establishing the salaries and compensation of hourly-rated part-time employees and amending previous resolution on the same subject matter, adopted by the City Council on June 13, 2023 is hereby amended.

SECTION 2. This resolution shall be known as the Hourly-Rated Part-Time Employee Personnel Resolution.

SECTION 3. Hourly-rated part-time officers and employees shall be those officers and employees in the non-classified service, part-time employees, temporary, emergency and seasonal employees.

1. Compensation. Hourly-rated part-time officers and employees shall be compensated for said service in accordance with the job description and hourly rates incorporated herein as Attachment A. In the event that any adjustment in any applicable minimum wage causes any such rate to be out of compliance with minimum wage requirements, then such rate shall be adjusted automatically to comply with such minimum wage requirements. Additionally, the city shall grant a one-time lump sum payment in accordance with the lump sum parameters identified in Attachment B.

2. Benefits. Part-time employees shall not participate in or be entitled to any benefit program of the City except as required by law.

3. Pay Periods. All part-time employees shall be paid on a biweekly basis. Payday shall be during the week following the end of the biweekly pay period.

SECTION 4. This Resolution shall become effective on the first payroll in July.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

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Mayor

ATTEST:

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City Clerk

## **Employee Benefits and Compensation of City Unrepresented Hourly-Rated Part-Time Officers and Employees**

Schedule A Employees  
Schedule B Employees

- **Compensation:** Effective on the first payroll in July 2024 the City shall grant an increase of 5.5%; effective on the first payroll in July 2025 the City shall grant an increase of 5.5%; and effective on the first payroll in July 2026 the city shall grant an increase of 5.0%. Additionally, The City shall grant a one-time lump sum payment to employees who meet the designated parameters. Employees meeting the designated parameters will be eligible to receive \$0.56 per hour for every hour worked the last 12 months ending May 25, 2024. For employees in Schedule B the one-time lump sum will be non-PERSable. The designated parameters are the following:
  - Be an active employee who has worked 100 hours or more during the last 12 months ending May 25, 2024  
**and**
  - Have actively worked during January 2024 – June 2024
- **Retirement System (For Schedule B Employees):** Effective the first payroll in July 2024, employees who fall under the “Classic Member” category will pay 5.50% of the employee member contribution (EPMC). The City shall continue to pay member contribution (1.50%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)]. Effective the first payroll in July 2025, employees who fall under the “Classic Member” category will pay 6.25% of the employee member contribution (EPMC). The City shall continue to pay member contribution (.75%) and include the value of the employee-paid member contribution (EPMC) in the salary reported to CalPERS [Government Code Section 20636(C) (4)]. Effective the first payroll in July 2026, employees who fall under the “Classic Member” category will pay the full 7.00% of the employee member contribution (EPMC).

**HOURLY RATED PART TIME EMPLOYEES**

<b>Schedule "A" Job Description</b>	<b>EFFECTIVE 06/23/2024</b>	<b>EFFECTIVE 06/22/2025</b>	<b>EFFECTIVE 06/21/2026</b>
Administrative Aide	\$17.12	\$18.06	\$18.97
Adult Softball Official	\$42.81	\$45.16	\$47.42
Cashier-Clerk	\$17.14	\$18.09	\$18.99
CATV Production Assistant	\$21.92	\$23.13	\$24.29
CATV Production Intern	\$19.59	\$20.67	\$21.70
Clerk Typist I	\$18.38	\$19.39	\$20.36
Clerk Typist II	\$19.35	\$20.41	\$21.43
Clerk Typist III	\$20.29	\$21.40	\$22.47
Clerk Typist IV	\$21.26	\$22.43	\$23.55
Clerk Typist V	\$22.33	\$23.56	\$24.74
Clerk Typist VI	\$23.45	\$24.74	\$25.98
Crossing Guard I	\$18.41	\$19.42	\$20.39
Crossing Guard II	\$19.39	\$20.46	\$21.48
Crossing Guard III	\$20.32	\$21.44	\$22.51
Crossing Guard IV	\$21.35	\$22.53	\$23.65
DASH Transportation Driver I	\$18.69	\$19.72	\$20.71
DASH Transportation Driver II	\$20.48	\$21.60	\$22.68
DASH Transportation Driver III	\$22.70	\$23.95	\$25.15
Intern I	\$22.91	\$24.17	\$25.38
Intern II	\$24.10	\$25.42	\$26.69
Lifeguard/Swim Instructor I	\$18.31	\$19.32	\$20.29
Lifeguard/Swim Instructor II	\$19.23	\$20.29	\$21.30
Lifeguard/Swim Instructor III	\$19.86	\$20.95	\$21.99
Lifeguard/Swim Instructor IV	\$20.77	\$21.92	\$23.01
Maintenance Aide I	\$17.12	\$18.06	\$18.97
Maintenance Aide II	\$18.69	\$19.72	\$20.71
Maintenance Aide III	\$20.48	\$21.60	\$22.68
Media Production Center Tech A	\$56.78	\$59.90	\$62.90
Pool Manager I	\$25.02	\$26.40	\$27.72
Pool Manager II	\$25.77	\$27.19	\$28.55
Pool Manager III	\$26.84	\$28.32	\$29.73
Pool Manager IV	\$28.19	\$29.74	\$31.23
Public Works Inspector	\$62.58	\$66.02	\$69.33
Recreation Leader I	\$17.12	\$18.06	\$18.97
Recreation Leader II	\$18.69	\$19.72	\$20.71
Recreation Leader III	\$20.48	\$21.60	\$22.68
Recreation Leader IV	\$22.70	\$23.95	\$25.15
Recreation Specialist I	\$26.44	\$27.89	\$29.29
Recreation Specialist II	\$31.99	\$33.75	\$35.43
Relief Administrative Clerk I	\$26.35	\$27.80	\$29.19
Relief Administrative Clerk II	\$29.02	\$30.62	\$32.15
Relief Administrative Clerk III	\$31.29	\$33.01	\$34.66
Relief Building Inspector	\$84.22	\$88.85	\$93.30

<b>Schedule "A" Job Description</b>	<b>EFFECTIVE 06/23/2024</b>	<b>EFFECTIVE 06/22/2025</b>	<b>EFFECTIVE 06/21/2026</b>
Relief Helicopter Pilot	\$47.91	\$50.54	\$53.07
Relief Parking Control Officer I	\$26.09	\$27.53	\$28.90
Relief Parking Control Officer II	\$28.92	\$30.51	\$32.03
Relief Senior Building Inspector	\$110.06	\$116.11	\$121.92
Relief Telephone Operator	\$22.49	\$23.73	\$24.92
Senior Building Inspector	\$110.06	\$116.11	\$121.92
Senior Lifeguard I	\$21.81	\$23.01	\$24.16
Senior Lifeguard II	\$22.46	\$23.70	\$24.88
Senior Lifeguard III	\$23.14	\$24.41	\$25.63
Senior Lifeguard IV	\$23.83	\$25.14	\$26.40
Senior Relief Helicopter Pilot	\$52.93	\$55.84	\$58.63
Student Intern	\$17.12	\$18.06	\$18.97
Tree Inspector	\$28.77	\$30.35	\$31.87
Video Operations Assistant I	\$25.55	\$26.96	\$28.31
Video Operations Assistant II	\$26.81	\$28.28	\$29.70
Video Operations Assistant III	\$28.18	\$29.73	\$31.22
Video Operations Assistant IV	\$29.59	\$31.22	\$32.78
Video Operations Assistant V	\$31.08	\$32.79	\$34.43
Video Project Specialist I	\$34.06	\$35.93	\$37.72
Video Project Specialist II	\$56.78	\$59.90	\$62.90
Youth Sports Official	\$26.44	\$27.89	\$29.29

**HOURLY RATED PART TIME EMPLOYEES**

<b>Schedule "B" Job Description</b>	<b>EFFECTIVE 06/23/2024</b>	<b>EFFECTIVE 06/22/2025</b>	<b>EFFECTIVE 06/21/2026</b>
Administrative Specialist I	\$31.60	\$33.34	\$35.00
Administrative Specialist II	\$33.15	\$34.97	\$36.72
Administrative Specialist III	\$34.83	\$36.74	\$38.58
Administrative Specialist IV	\$36.57	\$38.58	\$40.51
Administrative Specialist V	\$38.41	\$40.53	\$42.55
Adult Sports Specialist	\$42.81	\$45.16	\$47.42
Aquatics Safety Instructor I	\$18.31	\$19.32	\$20.29
Aquatics Safety Instructor II	\$19.23	\$20.29	\$21.30
Aquatics Safety Instructor III	\$19.86	\$20.95	\$21.99
Aquatics Safety Instructor IV	\$20.77	\$21.92	\$23.01
Aquatics Specialist I	\$25.02	\$26.40	\$27.72
Aquatics Specialist II	\$25.77	\$27.19	\$28.55
Aquatics Specialist III	\$26.84	\$28.32	\$29.73
Aquatics Specialist IV	\$28.19	\$29.74	\$31.23
Audio Visual Associate I	\$21.62	\$22.81	\$23.95
Audio Visual Associate II	\$22.69	\$23.94	\$25.14
Audio Visual Associate III	\$23.83	\$25.14	\$26.40
Audio Visual Associate IV	\$25.02	\$26.40	\$27.72
Capital Project Clerk	\$20.55	\$21.68	\$22.77
Community Services Leader II	\$18.69	\$19.72	\$20.71
Community Services Leader III	\$20.48	\$21.60	\$22.68
Community Services Leader IV	\$22.70	\$23.95	\$25.15
Community Services Specialist	\$26.44	\$27.89	\$29.29
Construction Inspector	\$63.36	\$66.85	\$70.19
Graphic Design Aide I	\$27.02	\$28.50	\$29.93
Graphic Design Aide II	\$30.81	\$32.50	\$34.13
Interim Tree & Hardscape Supervisor	\$53.65	\$56.60	\$59.43
Legislative Technician I	\$43.01	\$45.38	\$47.65
Legislative Technician II	\$46.78	\$49.35	\$51.82
Maintenance Services Aide II	\$18.69	\$19.72	\$20.71
Maintenance Services Aide III	\$20.48	\$21.60	\$22.68
Maintenance Services Aide IV	\$21.50	\$22.68	\$23.82
Maintenance Trainee I	\$21.50	\$22.68	\$23.82
Maintenance Trainee II	\$22.58	\$23.82	\$25.01
Management Trainee I	\$24.33	\$25.67	\$26.95
Management Trainee II	\$25.55	\$26.96	\$28.31
Media Aide	\$20.64	\$21.77	\$22.86
Media Production Center Tech B	\$53.46	\$56.40	\$59.22
Paratransit Communication Operator	\$24.91	\$26.28	\$27.59
Paratransit Vehicle Operator I	\$18.69	\$19.72	\$20.71
Paratransit Vehicle Operator II	\$20.48	\$21.60	\$22.68
Paratransit Vehicle Operator III	\$22.70	\$23.95	\$25.15
Paratransit Vehicle Operator IV	\$24.91	\$26.28	\$27.59
Parking Enforcement Technician I	\$26.09	\$27.53	\$28.90
Parking Enforcement Technician II	\$28.92	\$30.51	\$32.03
Parking Enforcement Technician III	\$31.79	\$33.54	\$35.21
Project Architect	\$72.10	\$76.06	\$79.87

<b>Schedule "B" Job Description</b>	<b>EFFECTIVE 06/23/2024</b>	<b>EFFECTIVE 06/22/2025</b>	<b>EFFECTIVE 06/21/2026</b>
Project Management Assistant	\$27.23	\$28.73	\$30.16
Public Safety Officer I	\$31.46	\$33.19	\$34.85
Public Safety Officer II	\$33.02	\$34.84	\$36.58
Public Safety Officer III	\$34.70	\$36.61	\$38.44
Public Safety Officer IV	\$36.44	\$38.44	\$40.37
Public Safety Officer V	\$38.25	\$40.36	\$42.38
Public Works Trades Worker	\$33.76	\$35.62	\$37.40
Relief Telephone Operator/Service Receptionist	\$21.19	\$22.36	\$23.48
Senior Aquatics Guard I	\$21.81	\$23.01	\$24.16
Senior Aquatics Guard II	\$22.46	\$23.70	\$24.88
Senior Aquatics Guard III	\$23.14	\$24.41	\$25.63
Senior Aquatics Guard IV	\$23.83	\$25.14	\$26.40
Senior Community Services Specialist	\$36.20	\$38.19	\$40.10
Service Request Representative I	\$24.66	\$26.01	\$27.31
Service Request Representative II	\$25.90	\$27.32	\$28.69
Service Request Representative III	\$27.23	\$28.73	\$30.16
Support Services Clerk I	\$24.51	\$25.85	\$27.15
Support Services Clerk II	\$25.78	\$27.20	\$28.56
Support Services Clerk III	\$27.06	\$28.55	\$29.98
Support Services Clerk IV	\$28.41	\$29.97	\$31.47
Video Operations Specialist	\$35.30	\$37.24	\$39.10
Video Operations Technician I	\$24.03	\$25.35	\$26.62
Video Operations Technician II	\$25.25	\$26.63	\$27.97
Video Operations Technician III	\$26.53	\$27.99	\$29.39
Video Operations Technician IV	\$27.83	\$29.36	\$30.83
Video Operations Technician V	\$29.26	\$30.86	\$32.41
Water Resources Intern I	\$21.70	\$22.89	\$24.04
Water Resources Intern II	\$22.81	\$24.06	\$25.27

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

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

### **INTRODUCTION**

This resolution establishes the payment and reporting of Employer Paid Member Contribution (EPMC) to the California Public Employees Retirement System (CalPERS) for "Classic Members," effective the first payroll in July 2024.

### **STATEMENT OF FACT**

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

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

The following benefit terms will be effective the first payroll in July 2024, with the adoption of this resolution:

- Retirement System – Employees who fall under the "Classic Member" category as defined by the California Public Employees' Pension Reform Act of 2013 (PEPRA) will pay 5.50% of the employee member contribution (EPMC). The City will pay 1.5% of the EPMC and include its value in the salary reported to CalPERS.

### **RECOMMENDATION**

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



Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024- 27

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

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

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

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

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

- This benefit shall apply to all city officers and employees who fall under the “Classic Member” category as defined by the California Public Employees’ Pension Reform Act of 2013 (PEPRA).
- This benefit shall consist of paying 1.50% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable\*\* {excluding Government Code Section 20636(c) (4)} as additional compensation.
- The effective date of this Resolution shall be the first payroll in July 2024.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** ABC Unified School District Community Recreation Program

### **INTRODUCTION**

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

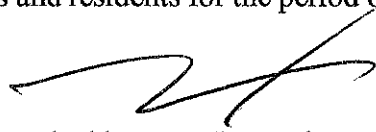
### **STATEMENT OF FACT**

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

### **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for the period of July 1, 2024 to June 30, 2025.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD AMENDING AND RENEWING A COMMUNITY  
RECREATION PROGRAM AGREEMENT WITH THE ABC  
UNIFIED SCHOOL DISTRICT

WHEREAS, the City of Lakewood, a municipal corporation, sometimes hereinafter referred to as "City," and the ABC Unified School District of Los Angeles County, California, sometimes hereinafter referred to as "District," have made and entered into a written agreement entitled "Agreement - Community Recreation Program - Joint Exercise of Powers," dated February 13, 1973; and

WHEREAS, the said agreement provides for community recreation programs to be performed by the City or District upon property of the District or City in accordance with the terms and provisions of said agreement and the resolution designating said program; and

WHEREAS, the City and District each year thereafter have entered into resolutions authorizing a community recreational program pursuant to the terms and provisions of said agreement during the fiscal year; and

WHEREAS, the City and District desire to renew said community recreation program for the current fiscal year commencing July 1, 2024 and ending June 30, 2025 subject to the terms and provisions of said agreement, and as hereinafter provided.

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

SECTION 1. District Approval Required

This resolution is subject to approval of the governing board of the ABC Unified School District, and shall not be effective for any purpose until approved by such governing board.

SECTION 2. Community Recreation and Joint Powers Agreement to Govern

Upon acceptance and approval of this resolution by the governing board of the District, the agreement entitled "Agreement - Community Relation Program - Joint Exercise of Powers," dated February 13, 1973, shall govern the term and provisions of this Community Recreation Program, except as otherwise provided in this resolution.

SECTION 3. City's Community Recreation Program

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

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

APPROVAL BY ABC UNIFIED SCHOOL DISTRICT

The aforementioned resolution was approved by the governing board of the ABC Unified School District, at a meeting thereof held on \_\_\_\_\_, and entered into the minutes of said meeting.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Community Family Guidance Center Agreement

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

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

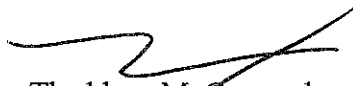
The city entered into an agreement with Community Family Guidance Center in 1995. The city is desirous of continuing to contract with Community Family Guidance Center for performing counseling services for families and juvenile residents of the City of Lakewood and believes that providing counseling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

The city has allocated the sum of \$7,000 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

### **RECOMMENDATION**

Staff recommends that the City Council approve the resolution which authorizes and directs the Mayor to execute the agreement between the City of Lakewood and Community Family Guidance Center to provide counseling services to the residents of Lakewood for the period of July 1, 2024 to June 30, 2025, and provide CDBG funds in an amount not to exceed \$7,000.

Valarie Frost, Director <sup>103</sup> <sub>FOR VF</sub>  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

AGREEMENT  
FOR  
SERVICES

THIS AGREEMENT, entered into this 1st day of July, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and COMMUNITY FAMILY GUIDANCE CENTER a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

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

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

WHEREAS, the GRANTEE has allocated \$7,000 in the fiscal year 2024-2025 Budget for the purpose of providing mental health, child abuse treatment and prevention, case management, and other counseling services to residents of the City of Lakewood; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2024 and ending June 30, 2025. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$7,000 to Community Family Guidance to provide mental health services to alleviate the trauma of child abuse and mental illness to individuals between July 1, 2024 and June 30, 2025.

B. National Objectives

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

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

C. Maintenance and Operation Commitment

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

2. TERM

This Agreement shall be for a term commencing July 1, 2024 and ending June 30, 2025, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2025. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$7000.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$584.00 per month, or \$7000.00 for fiscal year 2024-2025. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### **6. REVENUE DISCLOSURE REQUIREMENT**

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

#### **7. JOINT FUNDING AND COST ALLOCATION PLAN**

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

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds.

This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

#### 10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

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

#### 11. PROCUREMENT

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

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

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

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

#### 14. PROGRAM INCOME

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2024-2025.

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

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

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

#### 15. MONITORING

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

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

#### 16. FINANCIAL MANAGEMENT

##### A. Records to be Maintained

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**B. Record Retention**

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

**C. Disclosure**

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

**D. Property Records**

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

**E. Close-Outs**

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

**F. Audit and Inspections**

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

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as

necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

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

#### 17. TERMINATION AND TERMINATION COSTS

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

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

#### 18. REVERSION OF ASSETS

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

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

#### 19. INDEPENDENT CONTRACTOR

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

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

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

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.
- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

- D. 24 CFR Part 570.604 - Environmental Standards  
For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.
- E. 24 CFR Part 570.605 - National Flood Insurance Program  
Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.
- F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements  
The general policy for minimizing displacement shall be implemented pursuant to this Part.
- G. 24 CFR Part 570.607 - Employment and Contracting Opportunities  
Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- H. 24 CFR Part 570.608 – Lead Based Paint  
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.  
The requirements set forth in 24 CFR Part 5 apply to this program.
- J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles  
The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.
- K. 24 CFR Part 560.611 - Conflict of Interest  
In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-

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

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

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

4. EEO/AA Statement

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

**23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES**

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

**24. ATTORNEY’S FEES**

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

**25. HOLD HARMLESS**

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

**26. INDEMNIFICATION**

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws,

regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

## 27. INSURANCE REQUIREMENTS

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

### A. Worker's Compensation

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

### B. Comprehensive General and Automobile Liability Insurance

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

### C. Additional Named Insurance

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

### D. Policies Primary and Non-Contributory

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

### E. Proof of Coverage

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

### F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require

additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

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

## 28. ENVIRONMENTAL CONDITIONS

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

### A. Clean Air and Water

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

### B. Flood Disaster Protection

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

### C. Lead-Based Paint

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

### D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

## 29. LABOR STANDARDS

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

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## 30. SECTION 3

### A. Compliance

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

### B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions;

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

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

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

CITY OF LAKEWOOD

APPROVED AS TO FORM

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

COMMUNITY      FAMILY      GUIDANCE  
CENTER

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE  
CITY OF LAKEWOOD AND COMMUNITY FAMILY  
GUIDANCE CENTER PROVIDING COUNSELING SERVICES  
FOR FAMILIES AND JUVENILE RESIDENTS OF THE CITY  
OF LAKEWOOD FOR THE FISCAL YEAR 2024-2025

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

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

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

WHEREAS, the City has allocated \$7,000 in the 2024-2025 budget for the purpose of providing intake and assessment, individual therapy for children and parents, group therapy, family therapy, parent education classes, and other counseling services to residents of the City;

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and Community Family Guidance Center, a non-profit corporation, for counseling services for families and juvenile residents of the City of Lakewood is hereby renewed for the fiscal year 2024-2025, commencing July 1, 2024 and ending June 30, 2025.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ACCEPTANCE BY COMMUNITY FAMILY GUIDANCE CENTER

THE UNDERSIGNED, being the \_\_\_\_\_ of COMMUNITY FAMILY GUIDANCE CENTER, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Community Family Guidance Center, and that Community Family Guidance Center, does hereby agree to the extension of said agreement for the fiscal year 2024-2025 as set forth in said agreement and this resolution.

COMMUNITY FAMILY GUIDANCE CENTER

By \_\_\_\_\_

Title \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Human Services Association Agreement

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

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

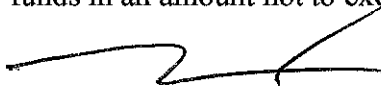
The city entered into an agreement with Human Services Association in 2007. The city is desirous of continuing to contract with Human Services Association for providing congregate meals to frail and isolated senior citizens.

The city has allocated the sum of \$8,500 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

### **RECOMMENDATION**

Staff recommends that the City Council approve the resolution which authorizes and directs the Mayor to execute the agreement between the City of Lakewood and Human Services Association to provide congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2024 to June 30, 2025 and provide CDBG funds in an amount not to exceed \$8,500.

Valarie Frost, Director *for VF*  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

AGREEMENT  
FOR  
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and HUMAN SERVICES ASSOCIATION a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

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

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

WHEREAS, the GRANTEE has allocated \$8,500 in the fiscal year 2024-2025 Budget for the purpose of providing congregate meals frail and isolated senior citizens of the City of Lakewood; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2024 and ending June 30, 2025. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$8,500 to Human Services Association to provide congregate meals to frail and isolated senior citizens in order to assist them to remain in their homes and sustain a safe and manageable level of nutritional health in order to prevent institutionalization between July 1, 2024 and June 30, 2025.

B. National Objectives

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

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

C. Maintenance and Operation Commitment

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

2. TERM

This Agreement shall be for a term commencing July 1, 2024 and ending June 30, 2025, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2025. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$8,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$709.00 per month, or \$8,500.00 for fiscal year 2024-2025. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of

payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### 6. REVENUE DISCLOSURE REQUIREMENT

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

#### 7. JOINT FUNDING AND COST ALLOCATION PLAN

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

#### 8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to

sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

#### 9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds.

This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

#### 10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

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

#### 11. PROCUREMENT

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

#### 12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

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

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

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

#### 14. PROGRAM INCOME

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2024-2025.

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

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

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

#### 15. MONITORING

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

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

#### 16. FINANCIAL MANAGEMENT

##### A. Records to be Maintained

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

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

B. Record Retention

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

C. Disclosure

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

D. Property Records

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

E. Close-Outs

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

F. Audit and Inspections

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

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

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

#### 17. TERMINATION AND TERMINATION COSTS

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

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

#### 18. REVERSION OF ASSETS

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

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;

- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.
- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.
- D. 24 CFR Part 570.604 - Environmental Standards  
For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.
- E. 24 CFR Part 570.605 - National Flood Insurance Program  
Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

- F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements  
The general policy for minimizing displacement shall be implemented pursuant to this Part.
- G. 24 CFR Part 570.607 - Employment and Contracting Opportunities  
Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- H. 24 CFR Part 570.608 – Lead Based Paint  
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.  
The requirements set forth in 24 CFR Part 5 apply to this program.
- J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles  
The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.
- K. 24 CFR Part 560.611 - Conflict of Interest  
In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- L. 24 CFR Part 560.612 – Executive Order 12372  
The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

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

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

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

24. ATTORNEY'S FEES

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

25. HOLD HARMLESS

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

26. INDEMNIFICATION

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

27. INSURANCE REQUIREMENTS

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

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of

California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

**B. Comprehensive General and Automobile Liability Insurance**

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

**C. Additional Named Insurance**

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

**D. Policies Primary and Non-Contributory**

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

**E. Proof of Coverage**

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

**F. Insurance Review**

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

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

**28. ENVIRONMENTAL CONDITIONS**

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

A. Clean Air and Water

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

29. LABOR STANDARDS

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

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

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

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

33. TERMINATION

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

34. ASSIGNMENT

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

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Human Services Association  
6800 Florence Avenue  
Bell Gardens, CA 90201

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

CITY OF LAKEWOOD

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Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

HUMAN SERVICES ASSOCIATION

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RENEWING THE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE HUMAN SERVICES ASSOCIATION (HSA) TO PROVIDE SERVICES FOR SENIOR ADULT RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2024-2025

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

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

WHEREAS, the City has allocated the sum of \$8,500 in the 2024-2025 budget for this service;

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and the Human Services Association, a community non-profit corporation, that will provide services, including congregate home delivered meals for senior residents of the City of Lakewood is hereby renewed for the fiscal year 2024-2025, commencing July 1, 2024 and ending June 30, 2025.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

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Mayor

ATTEST:

---

City Clerk

ACCEPTANCE BY HUMAN SERVICES ASSOCIATION

THE UNDERSIGNED, being the \_\_\_\_\_ of the HUMAN SERVICES ASSOCIATION, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the HUMAN SERVICES ASSOCIATION, and that the HUMAN SERVICES ASSOCIATION, does hereby agree to the extension of said agreement for the fiscal year 2024-2025 as set forth in said agreement and this resolution.

HUMAN SERVICES ASSOCIATION

By \_\_\_\_\_

Title \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Meals on Wheels of Long Beach Agreement

### **INTRODUCTION**

The City of Lakewood has had a partnership with a Meals on Wheels service since 1975. Meals on Wheels provides home delivery of nutritional meals to the elderly, handicapped and convalescing, thereby reducing or eliminating the need for premature or prolonged institutionalization. Meals on Wheels of Long Beach began serving elderly Lakewood residents in need in February 2023 and the partnership has proven beneficial to the city.

### **STATEMENT OF FACT**

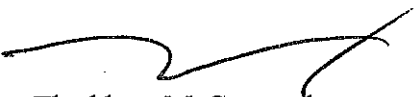
The city entered into an agreement with Meals on Wheels on Wheels of Long Beach in February of 2023, and the city has determined that providing subsidized meals to Lakewood residents unable to afford to pay is a public purpose, and for the general welfare and public benefit. The city is desirous of continuing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

The city has allocated the sum of \$8,360 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

### **RECOMMENDATION**

Staff recommends that the City Council approve the Resolution which authorizes and directs the Mayor to execute the Agreement between the City of Lakewood and Meals on Wheels of Long Beach to direct CDBG funds in the amount of \$8,360 for the purpose of providing home delivery of nutritional meals to elderly, handicapped and convalescing residents of Lakewood and payments made for travel to volunteers performing these services for the period of July 1, 2024 to June 30, 2025.

Valarie Frost, Director <sup>103</sup> <sub>for VF</sub>  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

AGREEMENT  
FOR  
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and MEALS ON WHEELS OF LONG BEACH, a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

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

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

WHEREAS, the GRANTEE has allocated \$8,360 in the fiscal year 2024-2025 Budget for the purpose of providing home delivered meals to frail residents of the City of Lakewood; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SCOPE OF SERVICES**

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2024 and ending June 30, 2025. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

**A. Project**

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

**(1) Description of Work:**

The GRANTEE has allocated \$8,360 to Meals on Wheels of Long Beach to help frail residents remain in their homes by providing home delivered meals between July 1, 2024 and June 30, 2025.

**B. National Objectives**

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

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

#### C. Maintenance and Operation Commitment

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

## 2. TERM

This Agreement shall be for a term commencing July 1, 2024, and ending June 30, 2025, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2025. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

## 3. LEVEL OF SERVICES

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

## 4. PERFORMANCE BY SUBRECIPIENT

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

## 5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$8,360. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$697.00 per month, or \$8,360.00 for fiscal year 2023-2024. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of

payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### 6. REVENUE DISCLOSURE REQUIREMENT

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

#### 7. JOINT FUNDING AND COST ALLOCATION PLAN

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

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds.

This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

#### 10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

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

#### 11. PROCUREMENT

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

#### 12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

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

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

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

#### 14. PROGRAM INCOME

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2024-2025.

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

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

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

#### 15. MONITORING

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

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

#### 16. FINANCIAL MANAGEMENT

##### A. Records to be Maintained

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**B. Record Retention**

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

**C. Disclosure**

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

**D. Property Records**

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

**E. Close-Outs**

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

**F. Audit and Inspections**

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

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as

necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

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

#### 17. TERMINATION AND TERMINATION COSTS

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

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

#### 18. REVERSION OF ASSETS

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

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

#### 19. INDEPENDENT CONTRACTOR

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

## 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

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

## 21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.
- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

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

E. 24 CFR Part 570.605 - National Flood Insurance Program

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

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

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

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

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

H. 24 CFR Part 570.608 - Lead Based Paint

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

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

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

themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

## 22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

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

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

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

24. ATTORNEY'S FEES

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

25. HOLD HARMLESS

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

26. INDEMNIFICATION

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

## 27. INSURANCE REQUIREMENTS

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

### A. Worker's Compensation

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

### B. Comprehensive General and Automobile Liability Insurance

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

### C. Additional Named Insurance

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

### D. Policies Primary and Non-Contributory

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

### E. Proof of Coverage

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

### F. Insurance Review

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

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

## 28. ENVIRONMENTAL CONDITIONS

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

### A. Clean Air and Water

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

### B. Flood Disaster Protection

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

### C. Lead-Based Paint

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

### D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

## 29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other

applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 30. SECTION 3

#### A. Compliance

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

#### B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

33. TERMINATION

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

34. ASSIGNMENT

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

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Meals on Wheels of Long Beach  
P.O. Box 15688  
Long Beach, CA 90815

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

CITY OF LAKEWOOD

---

Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

MEALS ON WHEELS OF LONG BEACH

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE  
CITY OF LAKEWOOD AND MEALS ON WHEELS OF LONG  
BEACH FOR THE FISCAL YEAR 2024-2025

WHEREAS, Meals on Wheels of Long Beach has recruited citizens for voluntary services to the community; and

WHEREAS, these services involve the home delivery of nutritional meals to the elderly, handicapped and convalescing, thereby reducing or eliminating the need for premature or prolonged institutionalization; and

WHEREAS, the foregoing is a public purpose and for the general welfare and public benefit of the City of Lakewood; and

WHEREAS, the City Council for the fiscal year 2024-2025 budgeted \$8,360 to reimburse Meals on Wheels of Long Beach for meal cost subsidy for low-income Lakewood residents.

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and Meals on Wheels of Long Beach, a non-profit corporation, providing meals for convalescent, elderly and handicapped residents of the City of Lakewood, is hereby renewed for the fiscal year 2024-2025 commencing July 1, 2024 and ending June 30, 2025.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ACCEPTANCE BY MEALS ON WHEELS OF LONG BEACH

THE UNDERSIGNED, being the \_\_\_\_\_ of MEALS ON WHEELS OF LONG BEACH, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Meals on Wheels of Long Beach, and that Meals on Wheels of Long Beach, does hereby agree to the extension of said agreement for the fiscal year 2024-2025 as set forth in said agreement and this resolution.

MEALS ON WHEELS OF LONG BEACH

By \_\_\_\_\_

Title \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Pathways Volunteer Hospice Agreement

### **INTRODUCTION**

The City of Lakewood has had a long-time partnership with Pathways Volunteer Hospice to provide services to terminally ill residents of the City of Lakewood and support services to their family members.

### **STATEMENT OF FACT**

Pathways Volunteer Hospice is a non-profit organization dedicated to providing service to the terminally ill and providing compassionate support to grieving families since 1985.

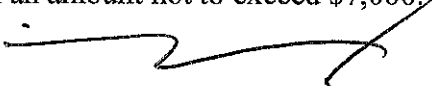
The city entered into an agreement with Pathways Volunteer Hospice in 1995 and the city has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and serves the general welfare and public benefit. The city is desirous of continuing to contract with the Pathways Volunteer Hospice for this purpose.

The city has allocated the sum of \$7,000 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

### **RECOMMENDATION**

Staff recommends that the City Council approve the resolution which authorizes and directs the Mayor to execute the agreement between the City of Lakewood and Pathways Volunteer Hospice to provide service to terminally ill and grieving residents of Lakewood for the period of July 1, 2024 to June 30, 2025 and provide CDBG funds in an amount not to exceed \$7,000.

Valarie Frost, Director <sup>101</sup>  
Recreation and Community Services <sub>FON VF</sub>

  
Thaddeus McCormack  
City Manager

AGREEMENT  
FOR  
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and PATHWAYS VOLUNTEER HOSPICE a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues to residents of the City of Lakewood; and

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

WHEREAS, the GRANTEE has allocated \$7,000 in the fiscal year 2024-2025 Budget for the purpose of providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues to residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SCOPE OF SERVICES**

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2024 and ending June 30, 2025. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

**A. Project**

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

**(1) Description of Work:**

The GRANTEE has allocated \$7,000 to Pathways Volunteer Hospice to provide free direct client services to individuals facing end of life, aging, and/or bereavement issues between July 1, 2024 and June 30, 2025.

#### B. National Objectives

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

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

#### C. Maintenance and Operation Commitment

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

### 2. TERM

This Agreement shall be for a term commencing July 1, 2024 and ending June 30, 2025, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2025. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

### 3. LEVEL OF SERVICES

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

### 4. PERFORMANCE BY SUBRECIPIENT

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

### 5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$7,000.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$584.00 per month, or \$7,000.00 for fiscal year 2024-2025. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### **6. REVENUE DISCLOSURE REQUIREMENT**

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

#### **7. JOINT FUNDING AND COST ALLOCATION PLAN**

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

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds.

This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

#### 10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

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

#### 11. PROCUREMENT

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

#### 12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

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

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

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

#### 14. PROGRAM INCOME

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2023-2024.

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

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

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

#### 15. MONITORING

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

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

#### 16. FINANCIAL MANAGEMENT

##### A. Records to be Maintained

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

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**B. Record Retention**

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

**C. Disclosure**

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

**D. Property Records**

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

**E. Close-Outs**

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

**F. Audit and Inspections**

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

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as

necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

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

#### **17. TERMINATION AND TERMINATION COSTS**

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

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

#### **18. REVERSION OF ASSETS**

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

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

#### **19. INDEPENDENT CONTRACTOR**

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

## 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

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

## 21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.
- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

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

E. 24 CFR Part 570.605 - National Flood Insurance Program

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

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

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

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

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

H. 24 CFR Part 570.608 - Lead Based Paint

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

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

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

themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. **Small, Minority and Women-owned Business Enterprise**

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

3. **Access to Records**

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

4. **EEO/AA Statement**

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

**23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES**

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

**24. ATTORNEY'S FEES**

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

**25. HOLD HARMLESS**

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

**26. INDEMNIFICATION**

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

## 27. INSURANCE REQUIREMENTS

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

### A. Worker's Compensation

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

### B. Comprehensive General and Automobile Liability Insurance

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

### C. Additional Named Insurance

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

### D. Policies Primary and Non-Contributory

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

### E. Proof of Coverage

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

### F. Insurance Review

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

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

## 28. ENVIRONMENTAL CONDITIONS

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

### A. Clean Air and Water

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

### B. Flood Disaster Protection

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

### C. Lead-Based Paint

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

### D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

## 29. LABOR STANDARDS

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

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## 30. SECTION 3

### A. Compliance

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

### B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's

commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and

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

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Pathways Volunteer Hospice  
4645 Woodruff Avenue  
Lakewood, CA 90713

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

CITY OF LAKEWOOD

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Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

PATHWAYS VOLUNTEER HOSPICE

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2024-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE PATHWAYS VOLUNTEER HOSPICE, INC. PROVIDING SERVICES FOR TERMINALLY ILL RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2024-2025

WHEREAS, the City is desirous of contracting with the Pathways Volunteer Hospice, Inc. for the performance of support services for the terminally ill residents and support services to their family members of the City of Lakewood; and

WHEREAS, Pathways Volunteer Hospice possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City Council has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and for the general welfare and public benefit;

WHEREAS, the GRANTEE has allocated \$7,000 in the 2024-2025 budget for the purpose of providing services to terminally ill residents of the City of Lakewood and support services to their family members; and

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

SECTION 1. That certain agreement entitled "Agreement for Services" between the City of Lakewood, a municipal corporation, and the Pathways Volunteer Hospice, Inc., a community non-profit charitable service, for services for the terminally ill residents of the City of Lakewood is hereby renewed for the fiscal year 2024-2025, commencing July 1, 2024 and ending June 30, 2025.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by Pathways Volunteer Hospice, Inc.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

ACCEPTANCE BY PATHWAYS VOLUNTEER HOSPICE, INC.

THE UNDERSIGNED, being the \_\_\_\_\_ of PATHWAYS VOLUNTEER HOSPICE, INC., a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Pathways Volunteer Hospice, Inc., and that Pathways Volunteer Hospice, Inc., does hereby agree to the extension of said agreement for the fiscal year 2024-2025 as set forth in said agreement and this resolution.

PATHWAYS VOLUNTEER HOSPICE, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Telecommunication Services Agreement with Abilita LA

### **INTRODUCTION**

The City has utilized telecommunications consultant services for the past twelve (12) years. The services provided under the proposed agreement include assisting the City in managing and reviewing all the telecommunications systems and infrastructure on a monthly basis.


### **STATEMENT OF FACT**


The City is in need of a telecommunication services consulting firm. Abilita LA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. Telecommunications consulting services will include working with telecom providers such as Frontier and AT&T.

Abilita LA has proven to be a vital service provider for the City. The City relies on Abilita to monitor our billing rates, call for repairs, audit our telecom plans, and inform us of potential changes in the future.

### **RECOMMENDATION**

That the City Council extends the telecommunications services agreement with Abilita LA for a period ending June 30, 2025, in an amount not-to-exceed \$23,100 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
TELECOMMUNICATION SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
ABILITA LA

Per Section 5 of the Agreement dated July 1, 2023, the undersigned agree to extend the agreement for telecommunication services dated the 1<sup>st</sup> day of July 2014 under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as further amended as follows.

Dated the 11th day of June 2024.

ABILITA

CITY OF LAKEWOOD

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MAYOR

APPROVED AS TO FORM:

ATTEST:

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CITY ATTORNEY

CITY CLERK

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approval of Agreement for Publication of Recreation and Community Services Catalog

### **INTRODUCTION**

Following a review of proposals for publication of the Recreation and Community Services Catalog, Advantage Mailing, LLC was selected for services based on a variety of rating criteria for a one-year term, terminating June 30, 2025.

### **STATEMENT OF FACT**

The city entered into a two-year agreement with Advantage Mailing, LLC, in July of 2019. Although the city was satisfied with the quality and customer service of Advantage Mailing, an RFP was published in July, 2021 to request bids for printing of the Recreation Catalog for the next two years to ensure competitive pricing and to adhere to the city's purchasing policy. Advantage Mailing, LLC was the only vendor to submit a qualifying bid at that time. At the conclusion of the contract term, it has been determined that Recreation and Community Services Catalogs will once again be mailed to all residents seasonally. Advantage Mailing, LLC, has submitted the lowest bid for this project. As the city was satisfied with the previous service provided by Advantage Mailing previously, the city seeks to formalize an agreement with Advantage Mailing, LLC for the next year with a two-year option at the conclusion of the initial term.

### **SUMMARY**

The city proposes a formal agreement with Advantage Mailing, LLC for publication of the Recreation and Community Services Catalog for one year, with an option for a two-year renewal following the initial term.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the Mayor to execute the Agreement with Advantage Mailing, LLC, subject to approval as to legal form by the City Attorney to contract services for publication of the Recreation and Community Services Catalog from July 1, 2024 to June 30, 2025. Not to exceed \$49,160.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

CITY OF LAKEWOOD  
AGREEMENT FOR  
PUBLICATION OF RECREATION AND COMMUNITY SERVICES CATALOG

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY," and ADVANTAGE MAILING, LLC, sometimes hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, Lakewood residents will benefit from information about recreational programs and services through the publication of the Recreation and Community Services (RCS) Catalog; and

WHEREAS, the the City of Lakewood is desirous to print seasonal RCS Catalogs for distribution to the greater Lakewood community;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services

Contractor agrees, under the supervision of the Director of Recreation and Community Services, to prepare, print, and deliver for distribution, following text copy prepared by City, a recreation catalog, three times annually, if determined necessary by City. In providing said service, Contractor shall furnish all paper, pre-press processing, printing, binding, packaging and delivery of the completed publication and be in a format and size as determined by the Director of Recreation and Community Services.

City will provide design notes, color directions, and electronically composed pages with scanned and digitized art ready for direct output.

Contractor shall consult with the Director of Recreation and Community Services or a designated staff member in the preparation and printing of said publication, and shall submit a proofing process for approval by the Director of Recreation and Community Services at least five (5) days before the specified delivery date and within five (5) working days of receipt of the electronically composed pages. City covenants to return the proof within twenty-four (24) hours with any changes or modifications.

Except as specifically provided herein, City shall not be liable or responsible for any of the costs or expenses incurred by Contractor, or for supplying Contractor with any of the material necessary to complete, print, develop, or deliver said publication, Contractor covenanting and agreeing to be solely responsible therefor. In performing said services, Contractor agrees to meet with the Director of Recreation and Community Services and, if necessary, the City Manager or City Council, from time to time in order to coordinate the aforementioned work.

2. Term and Termination

The term of this agreement shall be for one (1) year, from July 1, 2024 to June 30, 2025 unless terminated earlier by the City as provided in this section. The City may terminate this agreement at any time by giving the Contractor at least ten (10) days prior written notice. In the event of termination the City shall pay the Contractor the total value of the services of the Contractor as of the final date of

termination, computed in accordance with the terms and provisions of this agreement, provided, however, that the same does not in any case exceed the maximum amounts herein before set forth for payment of consideration. Contractor shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects Contractor's ability to provide the services provided for hereunder.

### 3. Options to Renew

City and Contractor covenant that each shall have the option to renew the term of this contract for two (2) years under the same terms and conditions if mutually agreed upon, provided that the parties agree on the amount of the service to be paid during such renewal period.

### 4. Consideration

At City's sole option, City may order Catalogs from Contractor, with the number and size of such Catalogs to be determined by City.

City agrees to pay the Contractor in consideration of said pre-press processing, printing, binding, packaging and delivery services the following consideration, payable within thirty days after approval and acceptance of the delivered copies, for each Catalog ordered by City:

#### 2024 Fall/Winter Catalog (August/September)

40 Page Catalog – 60# gloss, 8 page cover (4/4) & 32 page text (2/2) up to 30,817 copies with mailing to 27,217 residents not to exceed \$15,894.00

#### 2025 Spring Catalog (January)

40 Page Catalog – 60# gloss, 8 page cover (4/4) & 32 page text (2/2) up to 30,817 copies with mailing to 27,217 residents not to exceed \$15,894.00

#### 2025 Summer Catalog (May)

48 Page Catalog – 60# gloss, 8 page cover (4/4) & 40 page text (2/2) up to 30,817 copies with mailing to 27,217 residents not to exceed \$17,372.00

For other printing services not specified in the foregoing, City shall pay Contractor an amount to be negotiated.

### 5. Ownership

All material, copy, layout, artwork compiled, developed, or prepared in the course of performing this Agreement shall belong to City, but Contractor shall at all times until said publication is finally delivered to City at the place indicated by the Director of Recreation and Community Services, bear the risk of loss from any cause for reason whatsoever other than any loss occasioned by any act of negligence of City. In the event this Agreement should be terminated for any reason, Contractor shall immediately deliver to City all material, visualization, writing, artwork, layout, printing, binding accumulated and in the possession of Contractor, or to which Contractor may then be entitled to.

### 6. Contractor's Status

Nothing herein contained shall be deemed to make or constitute Contractor, a City officer or employee, the relationship herein intended to be created being that of an independent Contractor. It is further agreed by and between the parties hereto that agents, officers or employees of City, and City shall not be liable or responsible to them for anything whatsoever other than the liability to Contractor as set forth in this Agreement. Contractor shall have full control over said employees in the preparation and printing of said publication.

7. Liability

Contractor agrees City shall not be liable for injury or damage to person or property that should be occasioned or caused by any act or omission of Contractor, its agents, officers and employees, or any organization Contractor should be associated with in the furtherance of this Agreement, and that Contractor will hold City, its officers and employees, harmless from liability thereon, and will defend the same in respect to any claim or legal action that might ensue as the result of said injuries and damages.

8. Assignment

Contractor shall not assign this Agreement or the performance thereof, or any part thereof, without the written consent of City.

9. Notice

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

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

To CONTRACTOR:          Advantage Mailing, LLC  
   1600 N. Kramer Ave.  
   Anaheim, California 92806

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

CITY OF LAKEWOOD

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

ADVANTAGE MAILING, LLC

By \_\_\_\_\_

\_\_\_\_\_  
Title

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Agreement with All City Management Services for Crossing Guard Services

### **INTRODUCTION**

The City of Lakewood oversees a crossing guard program for elementary school aged students to ensure they get to and from school safely. Maintaining a roster of crossing guard staff has been challenging post COVID pandemic. Contracting with a company that specializes in crossing guard services, the city can ensure adequate coverage of all posts thereby ensuring the safety of schoolchildren going to and from school.

### **STATEMENT OF FACTS**

Lakewood has administered a crossing guard program comprised of city employed guards for many years, ensuring schoolchildren and other pedestrians can safely cross streets at designated crosswalks. However, due to the challenges of maintaining a full roster to provide coverage at all the established crossing guard posts, a hybrid program that incorporates contracted crossing guard services was introduced for the 2021-2022 school year.

The contracted crossing guard service provider, All City Management Services (ACMS), provided ten dedicated crossing guards for the established posts within the ABC Unified School District and Bellflower Unified School District and relief coverage citywide on an as needed basis the past two school years. Their service included supervision of the assigned crossing guards and providing coverage due to any absences.

ACMS has provided exceptional service during the school year and was very responsive and communicative with staff to address any questions or concerns.

ACMS has furnished a proposal to cover 10 designated posts and as-needed relief coverage. ACMS exclusively provides and specializes in crossing guard services, covering all aspects of the program including recruitment, training, supervision and coordination with school sites and districts. ACMS has been providing crossing guard services since 1985, successfully managing over 260 programs in 25 states. They are well known for their reliability, customer service, and professionalism and are widely used throughout Southern California. ACMS strives to recruit and hire guards from within the local community. Additionally, crossing guards are assigned to the same post allowing them to establish a rapport with the kids and parents they serve. Costs for contracted crossing guard services are included in the proposed FY 2024-2025 budget in an amount of \$246,000 and FY 2025-2026 budget in amount of \$259,000.

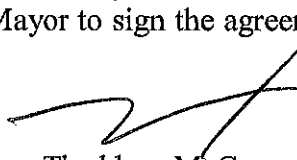
**RECOMMENDATION**

Staff recommends that the City Council approve an agreement with All City Management Services for contract crossing guard services at ten (10) designated posts and as-needed relief coverage citywide during the 2024-2025 and 2025-2026 school years for the term commencing July 1, 2024 through June 30, 2026, and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager





## **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 28, 2024 and is between the CITY OF LAKEWOOD (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2024 and ends on June 30, 2026 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel for ten (10) sites as requested by the City. Such personnel shall be trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Furthermore, the Contractor shall provide relief work on a best availability basis of personnel basis for up to five (5) sites as requested by the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Lakewood.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school

crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) Contractor will promptly pay any judgement rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of

culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

- e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
  - f) Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
14. The City of Lakewood agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-one Dollars and Eighty-five Cents (**\$31.85**) per hour, per Crossing Guard during the term. Crossing Guards will be on site no more than 3.0 hours per school day while being compensated 4.0 hours per day. In addition to the hourly rate stated, the City agrees to an additional administrative fee equivalent to .5 hours of billing per shift requested and successfully scheduled/staffed for relief work requested by the City. The Contractor shall endeavor to provide relief work on a best effort and best availability of personnel basis for the 2024/2025 school year.
- The City of Lakewood agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-three Dollars and Fifty-five Cents (**\$33.55**) per hour, per Crossing Guard during the term. Crossing Guards will be on site no more than 3.0 hours per school day while being compensated 4.0 hours per day. In addition to the hourly rate stated, the City agrees to an additional administrative fee equivalent to .5 hours of billing per shift requested and successfully scheduled/staffed for relief work requested by the City. The Contractor shall endeavor to provide relief work on a best effort and best availability of personnel basis for the 2025/2026 school year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators,

executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**CITY**

**CONTRACTOR**

**City of Lakewood**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve an Amendment to the Engineering Services Agreement with Ardurra Group Inc.

### INTRODUCTION

The current workload assigned to the Public Works Department merits an extension of staff through the use of a consulting contract for engineering and project management support services. Ardurra has the expertise to assist the City with these on-call professional services.

### STATEMENT OF FACT


Over the past several years, the Public Works Department has been faced with a significant work load of Capital Improvement Projects, studies, development projects, operational issues, numerous requests for service from the public and new regulations from State and Federal agencies. The staff is very small and challenged with meeting the requirements of the workload. A number of other cities in the area utilize consulting engineering companies as an extension of staff, and Ardurra has provided this service for Laguna Beach, Manhattan Beach, Long Beach, Seal Beach and many others.

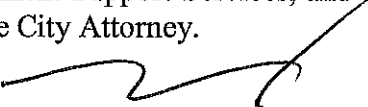
On April 17<sup>th</sup> 2023, the CIP Committee directed staff to immediately increase resources to expedite the delivery of CIP Projects due to a recent influx of funding, several of which have looming grant deadlines. Ardurra has assisted the City successfully on many types of projects, inclusive of project management, construction management, technical studies, traffic engineering.

Sufficient funds have been budgeted for consulting engineering services. The work would be performed on a time and material basis, under Ardurra's standard rate schedule. The agreement with Ardurra needs to be revised to incorporate the latest rate schedule. In the event they are assigned to provide construction management and inspection on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for approval prior to the start of work.

### RECOMMENDATION

Staff recommends that the City Council approve the amendment to the consulting agreement with Ardurra Group Inc. for Engineering & Project Management Support Services, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND ARDURRA GROUP INC.

The Agreement dated June 13, 2023 is hereby further amended as follows:

Revise first paragraph, Section 4 PAYMENT to read "For and in consideration of the engineering and project management services performed by the ENGINEER and when approved by the City, the City agrees to pay to the ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered."

The Agreement of June 13, 2023 is reaffirmed in all other aspects, except as amended herein.  
Dated the 11<sup>th</sup> day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
ARDURRA GROUP INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



May 31, 2024

Mr. Sam Chambers  
Project Manager  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

**SUBJECT: REQUEST FOR FY24-25 BILLING RATES INCREASE FOR OUR PROGRAM AND  
PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, INSPECTION,  
ENGINEERING, AND OTHER RELATED ON-CALL PROFESSIONAL SERVICES  
CONTRACT RENEWAL**

Dear Sam:

Per your request, please find our fiscal year 2024-25 billing rate schedule below.

Please contact me at 714.458.0703 or [ddemilia@ardurra.com](mailto:ddemilia@ardurra.com) if you have any questions or concerns.

Sincerely,

Dino D'Emilia, PE, F.ASCE, QSD  
California Public Works Practice Director



**ARDURRA GROUP, INC. (CALIFORNIA)**  
**Standard Billing Rate Schedule (July Fiscal Year 2024-25)**  
**Rates Effective July 1, 2024 through June 30, 2025**

*(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)*

**ENGINEERING, MUNICIPAL, ENVIRONMENTAL, TRAFFIC, & SURVEYING SERVICES**

STAFF	HOURLY RATE	STAFF	HOURLY RATE
Principal/Project Manager V.....	\$337	Senior Structural Engineer.....	\$286
QA/QC Manager.....	\$296	Structural Engineer.....	\$224
Project Manager IV.....	\$286	SUE Technician*.....	\$148
Project Manager III.....	\$255	SWPPP Practitioner*.....	\$179
Project Manager II.....	\$235	Specialty Professional/Discipline.....	\$286
Project Manager I.....	\$214	Senior Environmental Scientist.....	\$255
Project Engineer VI.....	\$265	Associate Environmental Scientist.....	\$184
Project Engineer V.....	\$255	Assistant Environmental Scientist*.....	\$153
Project Engineer IV.....	\$214	Senior Planner.....	\$224
Project Engineer III.....	\$189	Planner II.....	\$199
Project Engineer II.....	\$173	Planner I.....	\$179
Project Engineer I.....	\$168	Associate/Assistant Planner.....	\$138
Project Designer III*.....	\$158	Senior Landscape Architect.....	\$255
Project Designer II*.....	\$143	Landscape Architect.....	\$189
Project Designer I*.....	\$133	Principal Architect.....	\$255
CADD Drafter III*.....	\$153	Senior/Associate Architect.....	\$224
CADD Drafter II*.....	\$133	Architect.....	\$214
CADD Drafter I*.....	\$117	3-Person Survey Crew*.....	\$388
Administrative Assistant*.....	\$138	2-Person Survey Crew*.....	\$316
Plan Check Engineer IV.....	\$275	1-Person Survey Crew*.....	\$214
Plan Check Engineer III.....	\$230	Survey Director.....	\$255
Plan Check Engineer II.....	\$204	Assistant Surveyor (not Licensed)*.....	\$189
Plan Check Engineer I.....	\$189	GIS Analyst*.....	\$189
Senior Traffic Engineer.....	\$265	GIS Specialist*.....	\$168
Traffic Engineer III.....	\$255	Graphic Designer*.....	\$148
Traffic Engineer II.....	\$214	Drone Operator with Camera*.....	\$189
Traffic Engineer I.....	\$189	Flow Monitoring Project/Data Manager .....	\$204
Traffic Engineering Associate II.....	\$173	Flow Monitoring Field Manager.....	\$184
Traffic Engineering Associate I.....	\$148	Flow Monitoring Field Supervisor*.....	\$153
Traffic Engineering Technician III*.....	\$153	Flow Monitoring Field Technician III*.....	\$128
Traffic Engineering Technician II*.....	\$133	Flow Monitoring Field Technician II*.....	\$117
Traffic Technician I*.....	\$107	Flow Monitoring Field Technician I*.....	\$97
Sr. Grants Manager.....	\$235	Community Relations Strategic Advisor.....	\$296
Grants Manager.....	\$173	Community Relations Project Manager.....	\$265
Sr. Project Coordinator / Graphic Artist.....	\$194	Community Relations Assistant Project Manager....	\$235
Project Coordinator / Graphic Artist.....	\$148	Community Relations Senior Account Coordinator..	\$173
Public Works Technician III*.....	\$153	Community Relations Account Coordinator.....	\$148
Public Works Technician II*.....	\$133	Community Relations Specialist.....	\$160
Public Works Technician I*.....	\$107	Community Relations Senior Graphic Artist.....	\$194
Senior Code Enforcement Officer/Manager*.....	\$128	Community Relations Graphic Artist.....	\$163
Code Enforcement Officer II*.....	\$97	Community Relations Account Assistant.....	\$128
Code Enforcement Officer I*.....	\$92	<b>Expert Witness Services</b>	
		Data Review and Preparation.....	\$337
		Testimony & Deposition.....	\$510



**ARDURRA GROUP, INC. (CALIFORNIA)**  
**Standard Billing Rate Schedule (July Fiscal Year 2024-25)**  
**Rates Effective July 1, 2024 through June 30, 2025**  
**(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)**

**PROJECT/CONSTRUCTION MANAGEMENT // INSPECTION SERVICES**

STAFF	REGULAR TIME	OVERTIME		
	RATE <sup>1</sup>	MON-FRI <sup>2</sup>	SAT <sup>1</sup>	SUNDAY/ HOLIDAY
Principal.....	\$337	—	—	—
Principal Construction Manager.....	\$296	—	—	—
Project Executive/QA/QC Manager.....	\$296	—	—	—
Senior Program Manager.....	\$286	—	—	—
Program Manager.....	\$270	—	—	—
Senior Project Manager.....	\$265	—	—	—
Project Manager.....	\$235	—	—	—
Assistant Project Manager.....	\$184	—	—	—
Structures Representative.....	\$275	—	—	—
Senior Construction Manager.....	\$265	—	—	—
Construction Manager.....	\$235	—	—	—
Assistant Construction Manager.....	\$184	—	—	—
Project Controls Engineer, Labor Compliance.....	\$168	—	—	—
Documents Control, Administration.....	\$138	—	—	—
PE Licensed Inspector (Prevailing and Non-Prevailing Wage) <sup>3, 5, 6</sup> .....	\$214	\$300	\$300	\$385
PE Licensed Inspector (Prevailing and Non-Prevailing Wage - Special Shift) <sup>3, 4, 5, 6</sup> ..	\$219	\$307	\$307	\$395
Public Works Inspector (Prevailing Wage) <sup>3, 5, 6</sup> .....	\$207	\$290	\$290	\$373
Public Works Inspector (Prevailing Wage - Special Shift) <sup>3, 4, 5, 6</sup> .....	\$211	\$295	\$295	\$380
Accessibility Expert/CASp Inspector <sup>6</sup> .....	\$316	\$443	\$443	\$569
DSA/OSHPD Inspector of Record <sup>6</sup> .....	\$235	\$328	\$328	\$422
Deputy Inspection (Prevailing Wage) <sup>3, 5, 6</sup> .....	\$194	\$271	\$271	\$349
NDT Testing (Prevailing Wage) <sup>3, 5, 6</sup> .....	\$194	\$271	\$271	\$349
Public Works Inspector (Non-Prevailing Wage) <sup>5</sup> .....	\$176	\$247	\$247	\$317

Refer to following page for rate schedule notes and assumptions.



#### NOTES AND ASSUMPTIONS

##### Engineering, Municipal, Environmental, Traffic, & Survey Notes:

\* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over eight (8) hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and holidays.

##### Project, Construction Management & Inspection Notes:

<sup>1</sup> The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.

<sup>2</sup> Rate applies to the first four hours of overtime during the week and /or first eight hours of overtime on Saturdays; all overtime in excess of four hours during the week or eight hours on Saturdays is paid at the Sunday/holiday rate.

<sup>3</sup> Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination SD-23-63-3-2023-2D, issued 8/22/2023.

<sup>4</sup> A Special Shift is any shift that starts after 5:00PM and before 6:00 AM.

<sup>5</sup> The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001: • Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum • Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum.

<sup>6</sup> For contracts involving public works Inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.

##### Overall Notes:

**Reimbursable Expenses (Other Direct Costs):** Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus fifteen percent (15%) to cover overhead and administration. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently \$0.655/mile). An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.

**Fees for Subconsultant Services:** Billed at actual cost, plus fifteen percent (15%) to cover overhead and administration.

**Web Based Contract Administration:** Selected / specified cloud based service billed at cost plus fifteen percent (15%).

**Escalation:** Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual review for Consumer Price Index escalation or 3%, whichever is greater.

**Exclusions to Scope and Fee:** The following items are specifically excluded:

- Legal advice
- Specialized software (other than MS Office Suite and MS Project)

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Engineering Services Agreement with Associated Soils Engineering, Inc.

### **INTRODUCTION**

Associated Soils Engineering has assisted the City with engineering services on street and water public works projects for many years. These services were consolidated under one agreement to eliminate the need for several individual agreements for similar work. The work performed under these agreements include various testing and observation services such as plant inspection, field-tests, laboratory tests, engineering and reporting.


### **STATEMENT OF FACT**

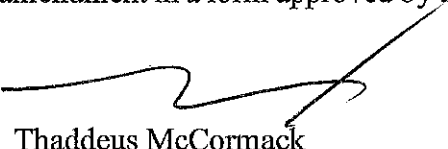
The City is in need of on-call services of a geotechnical engineer for street and water related engineering services. Associated Soils Engineering has the required licenses and experience to perform all aspects of the scope of work outlined in previous agreements. The costs will be allocated to various water and street projects as each one is undertaken and will be authorized by the Director of Public Works prior to commencement in accordance with the standard rates set forth in the contract.

Associated Soils Engineering has provided geotechnical engineering services for the City in a very professional and cost effective manner.

### **RECOMMENDATION**

That the City Council extend the engineering services agreement with Associated Soils Engineering for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for geotechnical work, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
ASSOCIATED SOILS ENGINEERING, INC.

Per Section 4 of the Agreement dated July 1, 2001, the undersigned agree to extend the agreement for engineering services dated the 1<sup>st</sup> day of July 2001 under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read “For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the 2024 Fee Schedule for services actually rendered.”

Dated the 11th day of June, 2024.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



### ENGINEERING & TECHNICAL SERVICES (Rate per Test)

**LABORATORY TESTING & CORING SERVICES (Rate Per Test)**

### Compaction & R-Value Tests

## Strength Tests

### Soil Chemistry Tests

Corrosivity Suite (So4, Cl, pH, Resistivity)	\$ 380.00	Extraction of Bitumen Mat., % Oil in mix (ASTM D2172, Meth. A)	\$ 220.00
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## Diamond Coring

### Compression Tests

### BASIS OF CHARGES

C:\Users\lchan\Desktop\Working Folder\Standard Forms\Draft\_2024-Jan ASE Fee Schedule^110123

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Third Amendment to Professional Services Agreement (PSA) for On-Call Services for Well and Booster Pump Maintenance

### **INTRODUCTION**

The regular maintenance of City Well pumps/motors and booster pumps is a critical activity that ensures the reliability of providing water to the City of Lakewood. The Department of Water Resources routinely schedules maintenance of City facilities typically in low demand months, but often water well motors and pumps require timely repair and/or replacement due to various unforeseen reasons. Therefore, On-Call services are paramount for timely and efficient repairs/replacements that would ensure the continued water supply to our residents in the event of unforeseen maintenance/repair issues in the future.

### **STATEMENT OF FACT**

On June 14, 2022, the City Council approved an Amendment to the Agreement for Professional Services for On-Call Services for Well and Booster Pump Maintenance with Bakersfield Well & Pump Company (BWPC). Taking into consideration BWPC's exceptional performance in the recent drilling of Well 28 (as well as past successful drillings of Well 15 and Well 27) including their ongoing work on DWR's projects, staff recommends extending the agreement with BWPC until June 30, 2025 for an amount not to exceed \$175,000.00 for FY 2024-2025.

### **FISCAL IMPACT**

Funds are proposed in Operating Account 75008200-55380 Maintenance/Operation not to exceed \$175,000.00 in both FY 2024-2025.

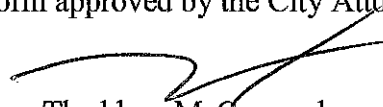
### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve Third Amendment to Professional Services Agreement with Bakersfield Well & Pump Co. of Bakersfield, CA for On-Call Services for Well and Booster Pump Maintenance; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

DN

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

  
Thaddeus McCormack  
City Manager

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

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and BAKERSFIELD WELL & PUMP CO., sometimes hereinafter referred to as SERVICE PROVIDER.

**WITNESSETH:**

WHEREAS, on June 14, 2022, the CITY approved the second amendment to the "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE" with SERVICE PROVIDER; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2025.

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

TERM. This agreement shall be extended until June 30, 2025 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Bakersfield Well & Pump Co.

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Information Technology Services Agreement

### **INTRODUCTION**

Over the last 17 years the City has contracted with the City of Brea, specifically branded as BreaIT Solutions (BreaIT) for full information technology (IT) management services supporting the city's wide area network, encompassing 14 city facilities and serving approximately 230 users. In many cases, these IT resources must operate on a 24/7 basis with the quality and reliability of the services being critical to the city's ability to function.

### **STATEMENT OF FACT**

BreaIT currently provides two full-time on-site Senior IT Specialists, a 24/7 emergency hotline, and access to after-hours support. They offer a breadth of additional IT services and on occasion provide Geographic Information System (GIS) implementation and support, web development, and special project services.

As discussed during the recent budget study session, BreaIT's recent evaluation of their cost model prompted a proposed 17% rate increase. After much discussion with BreaIT management staff, it was determined that it would be more cost-effective for the City of Lakewood to create two full-time positions and offer them to the personnel currently assigned by BreaIT. Staff estimates that the "in-sourcing" of this service would provide approximately \$150,000 in savings to the City of Lakewood.

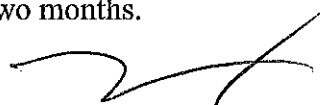
Both employees are long-term members of the BreaIT team and have been assigned to the City of Lakewood for over a decade. This is the plan currently being assembled, however there is some amount of time necessary for the transition to occur. As a result, there is a need to continue contracting with BreaIT on a short-term (month to month) basis while the details of the transition are worked out. Staff anticipates this would likely require one to two months. As a good-faith effort, BreaIT is willing to extend the current rate structure (without the 17% rate increase) for one additional month while the transition takes place.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize the City Manager or his designee to extend the current professional services agreement with BreaIT Solutions for Information Technology Services on a month-to-month basis for a maximum of two months.



Jose Gomez  
Director of Administrative Services



Thaddeus McCormack  
City Manager

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Agreement with Bucknam for Annual GIS Support Services

### **INTRODUCTION**

On January 23, 2024, City Council authorized a consulting agreement with the Bucknam Infrastructure Group to provide annual GIS support services as part of our comprehensive sidewalk management program.

### **STATEMENT OF FACT**

The Bucknam Infrastructure Group specializes in pavement management inspections, right-of-way (ROW) inventory, sidewalk program management, and GIS management services. Bucknam has previously provided inspection and management services to develop a comprehensive sidewalk program to establish a schedule for the City's inventory, inspection, and maintenance and repair activities.

The annual agreement with Bucknam provides on-going support of the GIS database. Bucknam assesses the project maintenance priorities relating to GIS and asset management and support maintenance staff with all GIS services. The typical core services provided is inclusive of utility GIS mapping, parcel updates, easement assessment, planning/land use/zoning updates, traffic control device updates, Capital Improvement Program mapping, flood zone updates, etc. Their staff provides support to core services and maintains existing GIS layers, as well as develop new GIS datasets, through weekly staff augmentation support.

Their annual GIS services proposed fee is \$35,040, however their agreement also includes optional GIS services that could be funded or authorized separately through a purchase order. When Bucknam is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they would provide a detailed, written proposal that staff would ask City Council to authorize under this On-Call Contract Services Agreement.


For smaller projects or studies where fees are less than \$20,000, Bucknam would provide a written letter proposal with fees capped at a not-to-exceed amount. This proposal would be authorized by the city manager prior to starting work.

There are sufficient funds for this work in Measures M and Measure R, which are one-half cent sales tax measures approved by Los Angeles County voters earmarked for the Local Return Programs to be used by cities in developing and/or improving local public transit, paratransit and related transportation infrastructure.

**RECOMMENDATION**

That the City Council:

1. Approve the amendment to the consulting agreement with Bucknam Infrastructure Group for GIS Support Services starting July 1, 2024, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.
2. Authorize Lakewood's Annual GIS Support Services for an annual fee of \$35,040.
3. Authorize the use of Measure R in the amount of \$17,520.
4. Authorize the use of Measure M in the amount of \$17,520.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
GIS SUPPORT SERVICES  
BETWEEN CITY OF LAKEWOOD AND BUCKNAM INFRASTRUCTURE GROUP

The Agreement dated January 23, 2024 is hereby further amended as follows:

Revise first paragraph, Section 4 PAYMENT to read “For and in consideration of the GIS support services performed by the ENGINEER and when approved by the City, the City agrees to pay to the ENGINEER on a time and material basis, at a rate determined by the Schedule attached, for services actually rendered.”

The Agreement of January 23, 2024 is reaffirmed in all other aspects, except as amended herein.  
Dated the 11<sup>th</sup> day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
BUCKNAM

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

# Scope of Work



## Standard Hourly Rate Schedule

<b>Category</b>	<b>Rate</b>
<b>Principal</b>	<b>\$ 305</b>
<b>Infrastructure Management Project Manager</b>	<b>220</b>
<b>Senior Project Manager</b>	<b>215</b>
<b>Management Analyst</b>	<b>180</b>
<b>Project Engineer / Planner</b>	<b>170</b>
<b>Sr. Engineer / GIS Manager / Sr. Inspector</b>	<b>165</b>
<b>Assistant Engineer / Sr. Technician / GIS Analyst</b>	<b>155</b>
<b>CADD Operator</b>	<b>120</b>
<b>Field / GIS Technician</b>	<b>109</b>
<b>Administrative Assistant</b>	<b>105</b>
<b>Clerical / Word Processing</b>	<b>100</b>

### Reimbursables

<b>Mileage</b>	<b>\$0.77/mile</b>
<b>Subconsultant Services</b>	<b>Cost + 15%</b>
<b>Reproduction</b>	<b>Cost + 15%</b>
<b>Travel &amp; Subsistence</b>	<b>Cost + 15%</b>
<b>Fees &amp; Permits</b>	<b>Cost + 15%</b>
<b>Computer Services (External)</b>	<b>Cost + 15%</b>

Rates Effective 7/1/24



3548 Seagate Way, Suite 230  
Oceanside, CA 92056  
T: (760) 216-6529  
[www.bucknam-inc.com](http://www.bucknam-inc.com)

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Second Amendment to Professional Services Agreement (PSA) for On-Call Consulting Services

### **INTRODUCTION**

On June 14, 2022, the City Council approved an amendment to an agreement for On-Call Consulting Services with Cannon Corporation (Cannon) related to specific projects designed to maintain, optimize, or upgrade areas in the City's water system.

### **STATEMENT OF FACT**

In addition to the services related to the Well 28 Equipping Project, DWR continues to require a consultant to help plan and implement various water-specific projects to optimize the City's water system. Cannon understands DWR's water operation and distribution system and their staff have been responsive to DWR's needs for engineering assessment, analysis and design assistance. They have fulfilled their contractual obligations and have provided a high level of satisfaction to DWR staff. Therefore, staff recommends extending the existing Professional Services Agreement for On-Call Consulting Services with Cannon Corporation to June 30, 2025 for an amount not to exceed \$50,000.00 for FY 2024-2025.

### **FISCAL IMPACT**

The City's Water Fund has the adequate reserve for this CIP project.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve Second Amendment to Professional Services Agreement with Cannon Corporation for On-Call Consulting Services for a not-to-exceed amount of \$50,000 for FY 2024-2025; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney



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



Thaddeus McCormack  
City Manager

**SECOND AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES AGREEMENT FOR  
ON-CALL CONSULTING SERVICES**

THIS SECOND AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and CANNON CORPORATION, sometimes hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

WHEREAS, on June 14, 2023, the CITY approved first amendment to the agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES" with CONSULTANT for FY 2023-2024; and

WHEREAS, the CITY and CONSULTANT desire to extend the existing agreement until June 30, 2025.

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

TERM. This agreement shall be extended until June 30, 2025 for a not-to-exceed amount of \$50,000 and may be renewed by the City with the concurrence of the CONSULTANT for any successive one year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

CONSULTANT

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Cannon Corporation

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Agreement between the City of Lakewood and Care Solace, Inc. for FY 24-25

### **INTRODUCTION**

Care Solace is an online resource with a live 24/7 concierge meant to assist individuals in finding local mental health related programs, substance use treatment providers and counseling services. They serve as the central hub of mental health care by helping people navigate through the confusing and bureaucratic maze involved with both public and private mental health providers.

### **STATEMENT OF FACT**

In implementing the program, city staff worked with Care Solace to train front line staff and promoting the free program to community members. Residents can access the program multiple ways. First is via a custom Care Solace city website, where community members can access the network anonymously and initiate the care. There is also a way to call for people who do not have Internet access. As mentioned above, community members can also access the program through our city employees. All of these contact methods lead to what is called a “Warm Handoff,” where once the person in need of help is put in the system, Care Solace takes over. Their team, based on the request, will coordinate with their service providers in their network to match the person with the provider. They will also be the ones to set up appointments, follow-ups and other care as necessary. This happens whether or not the person has insurance. This service removes one of the largest barriers to getting effective mental health care by eliminating the research and guesswork on the part of the requester.

To promote the service, the city has been spreading the message through different channels, including the Care Solace Lakewood website that was mentioned above. Staff also posts regular social media and Lakewood Connect e-Magazine articles. The resource is also promoted and mentioned at city events and presentations were made to community partners and stakeholders.


Since the service’s implementation, the community’s reaction to the service has been positive. Key performance indicators, including inbound interactions, outbound communications and resident-initiated cases have been trending upwards. The service has proved to be an important resource for the Lakewood community and should be continued until June 30, 2025.

Care Solace  
June 11, 2024  
Page 2

**RECOMMENDATION**

That the City Council approve the FY 24-25 agreement with Care Solace, Inc. until June 30, 2025 in the amount of \$67,500.

Paolo Beltran *PB*  
Deputy City Manager



Thaddeus McCormack  
City Manager

## **AMENDMENT TO RENEW SERVICE AGREEMENT**

This amendment to renew the Service Agreement (the “**Amendment**”) is effective as of the date of the last signature between City of Lakewood, California (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**, City and Care Solace have entered into a Service Agreement dated June 27, 2023, with a current term from February 1, 2024, through June 30, 2024 (the “**Service Agreement**”); and

**WHEREAS**, the Parties agree that they wish to renew the Service Agreement for a term beginning on July 1, 2024 and continuing through June 30, 2025 (the “**Renewal Term**”); and

**WHEREAS**, the Parties agree that it is their mutual intention by execution of this Amendment that the Service Agreement and any addenda or amendments thereto shall be renewed in full for the Renewal Term, subject to the revisions expressly set forth herein, and that the Service Agreement and any addenda or amendments, as modified by this Amendment, shall be binding upon the Parties.

**NOW, THEREFORE**, in consideration of the matters described above and of the mutual benefits and obligations set forth in the Service Agreement and any addenda or amendments thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **A. Additional Service Agreement Terms**

The Parties hereby agree that the below referenced additional terms shall be incorporated into the Service Agreement and shall be binding upon the Parties:

11.3 A Renewal Term of this Agreement will begin on July 1, 2024, and continue through June 30, 2025.

For the Renewal Term from July 1, 2024 through June 30, 2025, City will pay \$67,500 to Care Solace on or around July 1, 2024.

#### **B. Modification of Service Agreement Terms**

The Parties hereby agree that the below referenced provision shall be replaced in the Service Agreement and shall be binding upon the Parties:

Section 54, Notices: The Notice contact information for Care Solace is hereby deleted and replaced by the following:

If to Care Solace:  
Care Solace, Inc.  
120 Birmingham Drive, Suite 200  
Cardiff, CA 92007  
Attention: Chad Castruita  
Email: [chad.castruita@caresolace.org](mailto:chad.castruita@caresolace.org)

**C. Incorporation of Service Agreement Terms and Conditions**

Other than the Additions and Modifications set forth in Sections A and B above, the Service Agreement and any addenda or amendments thereto are incorporated here by this reference as though fully set forth herein and the Parties agree that all of the Terms and Conditions of the Service Agreement are in effect during the Renewal Term.

**SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK**

**IN WITNESS WHEREOF** the Parties hereto have executed this Amendment as of the date of the last signature below.

**Care Solace, Inc. ("Care Solace")**

Printed Full Name: Stephanie Bergstrom

Title: Senior Vice President of Finance and Accounting

Signature: Auita Ward

Date: 05-31-2024

**City of Lakewood ("City")**

Printed Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Agreement with City of Cerritos for Reimbursement for Helicopter Patrol Services

### **INTRODUCTION**

The County of Los Angeles and City of Lakewood have had an agreement for Helicopter Patrol Law Enforcement Services for several years. The agreement is for deputy observer services for the Sky Knight program. The City of Cerritos has been a participating city in the Sky Knight Program since the inception of the program.

### **STATEMENT OF FACTS**

The Sky Knight program, founded in June 1966, is a premiere airborne law enforcement program providing quality service for residents of the communities of Cerritos, Hawaiian Gardens and Lakewood. Sky Knight provides pro-active patrol services and responds to calls for service to provide air support to patrol deputies. A civilian pilot and a deputy sheriff observer work as partners to provide coverage five nights per week.

The current reimbursement agreement with Cerritos originally took effect July 1, 2004 with a five-year term, and was amended to extend the term in five-year increments twice since. The agreement will expire June 30, 2024. Additionally, in July 2014, an amendment of the agreement adjusted the reimbursement rate to 41.47%, which will remain unchanged. Cerritos is committed to continued participation in the Sky Knight program.

### **RECOMMENDATION**

Staff recommends the City Council approve the agreement amendment with City of Cerritos for Reimbursement for Helicopter Patrol Services extending the term an additional five years from July 1, 2024 to June 30, 2029, 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 TO AGREEMENT  
FOR REIMBURSEMENT FOR  
HELICOPTER PATROL SERVICES**

This Amendment, which amends that certain "Agreement for Reimbursement for Helicopter Patrol Services" dated July 1, 2004 (the "Agreement"), is made and entered into with an effective date of July 1, 2024, by and between the City of Lakewood and the City of Cerritos.

The parties hereby agree as follows:

1. Section 3 of the Agreement is amended to state a reimbursement percentage of 41.47%.
2. Section 4 of the Agreement is amended to state an effective date of July 1, 2024, and a termination date of June 30, 2029.
3. In all other respects the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed on the dates set forth below.

Date \_\_\_\_\_

CITY OF LAKEWOOD

\_\_\_\_\_  
Todd Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Jo Mayberry, City Clerk

Date \_\_\_\_\_

CITY OF CERRITOS

\_\_\_\_\_  
Naresh Solanki, Mayor

ATTEST:

\_\_\_\_\_  
Vida Barone, City Clerk

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Extension of Hardscape Maintenance Agreement with CJ Construction

### **INTRODUCTION**

CJ Construction, Inc. provides hardscape maintenance services to the City. These services include removal and replacement of damaged sidewalk, curb, gutter, and access ramps. In some cases, removal and replacement of asphalt is also necessary due to curb and gutter maintenance.

### **STATEMENT OF FACT**


The City is in need of the part-time services of a hardscape maintenance contractor and CJ Construction, Inc. has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

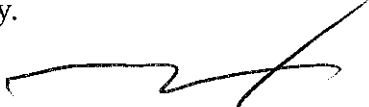
CJ Construction, Inc. has provided hardscape maintenance services for the City in a very professional and cost effective manner. They were also awarded the low-bid FY23/24 CDBG ADA Ramp Replacement Project on February 27, 2024, which serves as an indicator of their continued competitive concrete pricing.

The Agreement with CJ Construction, Inc. entitles them to a price increase based on the April to April CPI for this area which is 3.9% this year. The proposed Schedule of Compensation incorporates the proposed unit prices.

### **RECOMMENDATION**

That the City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
HARDSCAPE MAINTENANCE  
BETWEEN THE CITY OF LAKEWOOD AND  
CJ CONSTRUCTION, INCORPORATED

Per Section 15 of the Agreement dated December 14, 2004, the undersigned agree to extend the agreement for hardscape and asphalt maintenance services dated the 14<sup>th</sup> day of December 2004 under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as amended and as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 11<sup>th</sup> day of June 2024.

CJ CONSTRUCTION, INC.

CITY OF LAKEWOOD

\_\_\_\_\_  
John Sarno, President

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF LAKEWOOD**  
**AGREEMENT**  
**for**  
**HARDSCAPE MAINTENANCE**

**EXHIBIT A**

**SCHEDULE OF COMPENSATION**

CJ Construction has carefully examined the hardscape infrastructure of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2025. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Unit Price</b>
1	R&R Sidewalk (4-inch)	SF	\$11.87
2	R&R Curb & Gutter	LF	\$53.92
3	R&R Driveway Approach (6-inch)	SF	\$11.87
4	R&R Asphalt Pavement (6-inch)	SF	\$8.62
5	R&R Curb Ramp	EA	\$5,392.41

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renew Engineering Services Agreement – Craftwater Engineering, Inc.

### INTRODUCTION

The City of Lakewood is in need of additional consulting engineering services. Craftwater Engineering, Inc. has been an on-call engineer that offers a wide array of project experience, including stormwater and drinking water systems. Staff recommends their agreement be renewed.

### STATEMENT OF FACT

Craftwater was formed several years ago by several key engineers who worked on the design of the Bolivar and Mayfair Stormwater Projects. Lakewood staff is very familiar with Craftwater's capabilities and depth of expertise and knowledge. Since the stormwater projects are relatively new to Lakewood, and the technology is still evolving and advancing, it is helpful to have access to Craftwater's expertise as we continue to optimize the operations at Bolivar, as well as Mayfair, when it comes on line shortly. In addition, Craftwater is highly skilled in the Measure W funding arena and would be very helpful in the development of future stormwater project development and preparation of funding applications.

The Engineering Services Agreement is structured the same as the previous agreements with our other on-call engineering firms. The firm would prepare a proposal for a project scope established by staff. Larger projects with fees in excess of \$20,000 would be presented to Council for approval. Smaller projects with fees less than \$20,000 could be authorized by the City Manager. Billing would be on an hourly basis with a not-to-exceed cap.

The services that they provide for stormwater related projects are eligible for funding under both the Measure W 5-year regional grant for Operations and Maintenance for both Bolivar and Mayfair, as well as Lakewood's local allocation of Measure W funding. This amendment updates Craftwater's rate schedule.

### RECOMMENDATION

Staff recommends that the City Council renew the on-call Engineering Services Agreement with Craftwater Engineering, Inc. for a one-year period ending June 30, 2025, and authorize the mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler  
Director of Public Works

Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ON-CALL ARCHITECTURAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND CRAFTWATER

The Agreement dated May 25, 2021 as amended is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read “For consideration of the Engineering services performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate determined by the Schedule of standard hourly rates attached, for services actually rendered.”
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of May 25, 2021, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11<sup>th</sup> day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
CRAFTWATER ENGINEERING INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

**craft water™**  
engineering, inc.  
**BILLING RATE SCHEDULE**

<b>Job Category</b>	<b>Hourly Billing Rate (2024)</b>
<b>MANAGEMENT</b>	
President	\$311
Principal Engineer/Scientist	\$286
Senior Project Manager	\$270
Project Manager	\$253
<b>ENGINEERING AND SCIENCE</b>	
Senior Engineer	\$236
Senior Associate Engineer	\$218
Associate Engineer	\$195
Junior Engineer	\$154
Senior Water Resources Specialist or Hydrologist	\$201
Associate Water Resources Specialist or Hydrologist	\$178
Junior Water Resources Specialist or Hydrologist	\$144
Senior Scientist	\$207
Associate Scientist	\$167
Junior Scientist	\$132
<b>TECHNICAL</b>	
Senior Programmer/Web Developer	\$230
Associate Programmer/Web Developer	\$172
Civil Designer	\$162
CADD Technician	\$137
Senior GIS Analyst	\$183
Associate GIS Analyst	\$149
<b>PRODUCTION AND ADMINISTRATIVE</b>	
Senior Graphics Artist	\$172
Staff Graphics Artist	\$127
Senior Technical Editor	\$144
Technical Editor	\$120
Contract Administrator	\$172
Administrative/Clerical	\$92
Water Resources Intern	\$63

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Agreement for Create-A-Party Rentals for Special Events

### INTRODUCTION

The Fest-Of-All, Pan Am Fiesta, and Civic Center Block Party are scheduled community events in the 2024-25 and 2025-26 fiscal year. In preparation for these special events, a trustworthy reliable company providing event elements such as canopies, lighting and artificial turf to create a comfortable and celebratory atmosphere, is important for the event to come to life.

### STATEMENT OF FACT

The events listed below are long-standing and highly attended events that have been offered to the community for many years:

- Fest-Of-All Saturday, October 12, 2024
- Pan Am Fiesta Thursday, May 8-11, 2025
- Civic Center Block Party Saturday, June 28, 2025
- Fest-Of-All Saturday, October 11, 2025
- Pan Am Fiesta Thursday, May 7-10, 2026
- Civic Center Block Party Saturday, June 27, 2026


Each special event requires multiple elements including, but not limited to canopies, artificial turf, lighting and dance floors. Create-A-Party Rentals has provided the city with these rented items in years past and has proven to be trusted and reliable and has provided safe equipment that meets current safety codes.

Staff has worked with Create-A-Party Rentals to establish competitive pricing for a two-year service agreement to provide event equipment for each aforementioned special event. Create-A-Party Rentals has provided a quote for service of \$68,600.45 for all special events listed above.

### RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to execute the Agreement for Create-A-Party Rentals to provide rented special event equipment to the city, subject to approval as to legal form by the City Attorney. The agreement is to commence on July 1, 2024 and terminate on June 30, 2026 at a contracted rate not to exceed \$33,456.80 in fiscal year 2024-2025 and not to exceed \$35,143.65 in fiscal year 2025-2026.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

**1.1.f.22**

**AGREEMENT**  
**COMMUNITY EVENT**  
-----

THIS AGREEMENT made and entered into this 1st day of July, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation ("City"), and CREATE-A-PARTY RENTALS, a corporation ("Contractor").

**W I T N E S S E T H**

WHEREAS, City has approved and scheduled the Fest-Of-All, Pan Am Fiesta, and Civic Center Block Party as community special events in fiscal years 2023-24 and 2024-25; and

WHEREAS, City desires to provide family entertainment as part of these events; and

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

WHEREAS, Contractor is desirous of providing said equipment; and

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

1. **TERM.** The term of this AGREEMENT shall commence on July 1, 2024, and terminate on June 30, 2026.
2. **SCOPE OF SERVICES.** Contractor agrees to provide:
  - A. Contractor agrees to deliver and set-up said equipment as defined in Exhibit B.
  - B. Contractor agrees that the development, presentation and maintenance of said event will be its sole responsibility. It is, however, further agreed and understood that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City and that City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the discretion of the responsible City Officer.
3. **COMPENSATION FOR SERVICES.** City agrees to pay to said Contractor for said services upon completion of services for each event with the sum not to exceed \$33,456.80 in fiscal year 2024-25 and \$35,143.65 in fiscal year 2025-26 as defined in Exhibit A. Refer to quotes from Contractor in Exhibit B.
4. **NON-DISCRIMINATION IN EMPLOYMENT PRACTICES.** Contractor shall not discriminate in the employment of persons in connection with the performance of services as provided for in this agreement on the basis of race, color, creed, national origin, sex, ancestry, religion, age or handicaps.

5. **WORKER'S COMPENSATION INSURANCE.** Contractor agrees to maintain, where necessary and required by law, Worker's Compensation Insurance. It is further agreed that Contractor and all members, officers, and employees, subcontractors, their agents, officers, and employees engaged in the performance of any services in connection with this Contract, shall not be deemed officers, agents, or employees of City, and City shall not be liable or responsible to them for anything whatsoever, other than the payment of consideration herein set forth.
6. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that Contractor has been retained as an independent contractor, as distinguished from an employee or agent of City to perform the aforementioned services. Contractor acknowledges the independent contractual relationship, and releases City from any liability or obligation to make deductions or withholding for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Contractor shall have any City status or benefit, including health, retirement, and worker's compensation benefits.

Contractor acknowledges its independent contractor status in performing said services, and assumes the risk to itself, all agents, employees and subcontractors, and their agents or employees, of personal injury or death, and all risk of property damage or loss of any property arising out of the performance of said services by or on behalf of City, the work site, the place to work, or the duties bestowed upon Contractor pursuant to this agreement, and does hereby release City, its officers and personnel from any liability to Contractor, or its officers, agents, employees, subcontractors, or agents or employees thereof, for any loss or damage thereby incurred, or for contributions as a joint tortfeasor therefor.

7. **LIABILITIES AND INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless City, and its officers employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor's activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities, obligations, judgments, or damages arising out of the sole negligence of City indemnitees. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of Contractor:
- a. Contractor shall provide a defense to City indemnitees or at City's option reimburse City indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims; and
  - b. Contractor shall promptly pay any final judgment or portion thereof rendered against City indemnitees.
8. **INSURANCE.** Prior to the beginning of and throughout the duration of work done pursuant to this Agreement, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

- A. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- B. **Worker’s Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident for all covered losses.
- C. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
- D. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a “drop down” provision with a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be “pay on behalf”, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
- E. Contractor agrees to endorse third party liability coverage required herein to include as additional insured City, its officials, employees and agents, using ISO endorsement CG 20 10 11 85. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in this agreement on behalf of Contractor (hereinafter “indemnifying parties”) to comply with these provisions.
- F. Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- G. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or must specifically allow the named insured to waive subrogation prior to a loss.
- H. All coverage types and limits required are subject to approval, modification and additional requirements by City. Contractor shall not make any reductions in scope or limits of coverage that may affect City’s protection without City’s prior written consent.

- I. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance shall be delivered to City prior to the execution of this Agreement. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and not replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
  - J. Contractor agrees to endorse the insurance provided pursuant to these requirements, to require 30 days notice to City prior to cancellation of such liability coverage or any material alteration of non-renewal of any such coverage, and to require indemnifying parties to do likewise.
  - K. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor indemnifying party, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
  - L. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to City. City may review options with Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
  - M. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not this Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
9. **SUBCONTRACTING.** Contractor shall not assign, sublet, or transfer any part or portion of this agreement, or any responsibility hereunder without the prior approval of City.
10. **GENERAL RESPONSIBILITIES.** It is further agreed and understood, that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City, and City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the reasonable discretion of the responsible City officer serving as representative of City when that officer has determined such termination is necessary for the public health, safety, convenience or welfare.
11. **UNDUE INFLUENCE.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implantation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violations of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

12. **ASSUMPTION OF RISK.** Contractor does hereby assume all risk to itself, its personnel, subcontractors, and agents and employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, or materials of the foregoing from whatever source, and said Contractor further releases City, and its officers, employees and agents, City Council, and all officers and employees thereof, from any liability therefor, or for contribution as a joint tortfeasor therefor.
13. **WASTE.** Contractor shall not utilize any of the grounds, buildings or premises of City so as to commit waste, and where damaged by it shall restore the same to the same condition it was in prior to the commencement of this Agreement, reasonable wear and tear excepted.
14. **LEGAL RESPONSIBILITIES.** Contractor shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.
15. **LAWS, ORDINANCE, LICENSES AND PERMITS.** Contractor shall comply with all applicable laws, ordinances and codes of the State, County, and City and Contractor shall obtain, at Contractor's cost, all necessary licenses, permits and approvals for said attractions. Contractor is to obtain a City business license for the Fest-Of-All Community Special Event. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.
16. **GOVERNING LAW.** City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior or federal district court with jurisdiction over City.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
18. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

19. **NOTICES.** Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, addressed as follows:

CITY

City of Lakewood  
Attention: Valarie Frost  
Director of Recreation and Community Services  
5050 Clark Avenue  
Lakewood, California 90712

CONTRACTOR

CREATE-A-PARTY  
428 Berry Way  
Brea, CA 92821  
714-996-3805

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, on the day and year first above written.

CITY OF LAKEWOOD

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CONTRACTOR

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Title

# Exhibit A

Event	Date	Payment Due
Fest Of All	12-Oct-24	\$ 8,262.15
Pan Am Fiesta	08-May-25	\$ 21,435.25
Civic Center Block Party	28-Jun-25	\$ 3,759.40
	<b>Total FY2024-25</b>	<b>\$ 33,456.80</b>
Fest Of All	11-Oct-25	\$ 8,651.92
Pan Am Fiesta	07-May-26	\$ 22,586.82
Civic Center Block Party	27-Jun-26	\$ 3,904.91
	<b>Total FY2025-26</b>	<b>\$ 35,143.65</b>
	<b>Contract Total</b>	<b>\$ 68,600.45</b>

# Exhibit B – Page 1

## CREATE-A-PARTY RENTALS

428 BERRY WAY  
BREA, CA 92821  
www.createaparty.com

714-998-3805 Phone

## Status: Quote

Quote #: q30154

Event Beg: Sat 10/12/2024 2:00PM

Event End: Sat 10/12/2024 10:00PM

Operator: JEFFREY CRADDOCK

CITY OF LAKEWOOD Phone 862-886-9771  
5050 CLARK AVE. Job Descr: 2024 FEST-OF-ALL  
LAKEWOOD, CA 90712

Ordered By: NICOLE DURAN 562-712-4840

Delivery Fri 10/11/2024 8:30AM

NICOLE 562-712-4840  
LAKEWOOD CENTER  
500 LAKEWOOD BLVD  
LAKEWOOD, CA 90712

Pickup Sun 10/13/2024 8:00AM - 9:00AM

NICOLE 562-712-4840  
LAKEWOOD CENTER  
500 LAKEWOOD BLVD  
LAKEWOOD, CA 90712

Qty	Items Rented	Each	Price
1	40X100 CANOPY	\$3,219.75	\$3,219.75
28	CONCRETE BLOCK 600# B&R	\$17.30	\$484.40
28	CONCRETE BLOCK 600# WHITE COVER	\$5.80	\$162.40
6	LED60 HI BAY LIGHT FIXTURE	\$97.36	\$584.10
4	FIRE EXTINGUISHER	\$11.56	\$46.20
1	20X40 CANOPY	\$812.76	\$812.75
10	CONCRETE BLOCK 600# B&R	\$17.30	\$173.00
10	CONCRETE BLOCK 600# WHITE COVER	\$5.80	\$58.00
1	FIRE EXTINGUISHER	\$11.56	\$11.55
2800	GREEN ASTROTURF, PER SQ FOOT 40X70	\$0.70	\$1,960.00
1	DELIVERY / PICK UP CHARGE	\$750.00	\$750.00

Quote valid for 30 days.

Rental:	\$7,512.15
Delivery Charge:	\$750.00
Subtotal:	\$8,262.15
Total:	\$8,262.15
Paid:	\$0.00
Amount Due:	\$8,262.15

**CREATE-A-PARTY RENTALS**

428 BERRY WAY  
BREA, CA 92821  
www.createaparty.com

714-898-3806 Phone

**Status: Quote**

Quote #: q30155

Event Beg: Fri 5/9/2025 12:00PM  
Event End: Sun 5/11/2025 10:00PM  
Operator: JEFFREY CRADDOCK

Customer #: 28300

CITY OF LAKEWOOD

Phone 562-866-9771

5050 CLARK AVE.

Job Descr: 2025 PAN AM FIESTA

LAKEWOOD, CA 90712

Ordered By: NICOLE DURAN 562-712-4840

Delivery Thu 5/ 8/2025 7:00AM

NICOLE DURAN 562-712-4820  
MAYFAIR PARK  
5720 CLARK AVE  
LAKEWOOD, CA 90712

Pickup Mon 5/12/2025 9:00AM

NICOLE DURAN 562-712-4820  
MAYFAIR PARK  
5720 CLARK AVE  
LAKEWOOD, CA 90712

USE DRIVEWAY IN MIDDLE OF PARK - OK TO DRIVE ONTO GRASS UP TO FIELD

Qty	Items Rented	Each	Price
1	40X80 CANOPY - 10' HIGH OK TO STAKE ON (3) SIDES; WILL OVERLAP ASTROTURF SLIGHTLY	\$2,221.75	\$2,221.75
1	40X40 CANOPY ON DIRT USE 12 BLOCKS	\$1,287.90	\$1,287.90
16	CONCRETE BLOCK 500# B&R	\$17.30	\$276.80
16	CONCRETE BLOCK 500# WHITE COVER	\$5.80	\$92.80
8	FIRE EXTINGUISHER 4 IN EACH 40X CANOPY	\$11.55	\$92.40
13440	GREEN ASTROTURF, PER SQ FOOT 112'X120' OVER BASEBALL DIAMOND - BRING SMALL NAILS AND SCRAPS FOR ROUNDED AREA	\$0.70	\$9,408.00
<b>NEW AREA REQUEST</b>			
10000	GREEN ASTROTURF, PER SQ FOOT 100X100 OVER BASEBALL DIAMOND	\$0.70	\$7,000.00
8	8' MARKET UMBRELLA, ALUMINUM FRAME	\$32.60	\$260.80
8	FREE STANDING UMBRELLA BASE	\$5.60	\$44.80
1	DELIVERY / PICK UP CHARGE	\$750.00	\$750.00

Quote valid for 30 days.

	Rental:	\$20,685.25
	Delivery Charge:	\$750.00
	Subtotal:	\$21,435.25
	Total:	\$21,435.25
	Paid:	\$0.00
	Amount Due:	\$21,435.25

Signature: \_\_\_\_\_  
CITY OF LAKEWOOD

OPEN MON-FRI 9:00 TO 5:00, SAT 9:00 TO 2:00  
Printed On Time 5/7/2024 9:11:02AM

Software by Point-of-Rental Software www.point-of-rental.com

Modification #4  
Contract-Params.rpt (5)

**CREATE-A-PARTY RENTALS**

428 BERRY WAY  
BREA, CA 92821  
www.createaparty.com

714-996-3806 Phone

**Status: Quote**

Quote #: q30156

Event Beg: Sat 6/28/2025 12:00PM

Event End: Sat 6/28/2025 10:00PM

Operator: JEFFREY CRADDOCK

Customer #: 20300

CITY OF LAKEWOOD

Phone 562-866-0771

5050 CLARK AVE.

Job Descr: 2025 BLOCK PARTY

LAKEWOOD, CA 90712

Ordered By: NICOLE DURAN 562-712-4840

**Delivery Sat 6/28/2025 8:00AM**

NICOLE DURAN 562-712-4840  
LAKEWOOD CITY HALL  
5050 CLARK AVE  
LAKEWOOD, CA 90712

**Pickup Sat 6/28/2025 10:00PM**

NICOLE DURAN 562-712-4840  
LAKEWOOD CITY HALL  
5050 CLARK AVE  
LAKEWOOD, CA 90712

Qty	Items Rented	Each	Price
2	20X40 CANOPY ON GRASS	\$812.76	\$1,625.50
6	FIRE EXTINGUISHER	\$11.50	\$69.30
4	CANOPY LIGHTS	\$64.90	\$259.60
25	8' MARKET UMBRELLA, ALUMINUM FRAME	\$32.00	\$815.00
26	FREE STANDING UMBRELLA BASE	\$5.60	\$140.00
1	DELIVERY / PICK UP CHARGE	\$850.00	\$850.00

**Quote valid for 30 days.**

Rental:	\$2,909.40
Delivery Charge:	\$850.00
Subtotal:	\$3,759.40
Total:	\$3,759.40
Paid:	\$0.00
Amount Due:	\$3,759.40

**CREATE-A-PARTY RENTALS**

428 BERRY WAY  
BREA, CA 92821  
www.createaparty.com

714-996-3806 Phone

**Status: Quote**

Quote #: q30167

Event Beg: Sat 10/11/2025 2:00PM

Event End: Sat 10/11/2025 10:00PM

Operator: JEFFREY CRADDOCK

Customer #: 20300

CITY OF LAKEWOOD  
6060 CLARK AVE.  
LAKEWOOD, CA 90712

Phone 562-886-9771

Job Descr: 2025 FEST-OF-ALL

Ordered By: NICOLE DURAN 562-712-4840

Delivery Sat 10/11/2025 8:30AM

NICOLE 562-712-4840  
LAKEWOOD CENTER  
500 LAKEWOOD BLVD  
LAKEWOOD, CA 90712

Pickup Sun 10/12/2025 8:00AM - 9:00AM

NICOLE 562-712-4840  
LAKEWOOD CENTER  
500 LAKEWOOD BLVD  
LAKEWOOD, CA 90712

Qty	Items Rented	Each	Price
1	40X100 CANOPY	\$3,380.74	\$3,380.74
28	CONCRETE BLOCK 600# B&R	\$18.17	\$508.76
28	CONCRETE BLOCK 600# WHITE COVER	\$6.09	\$170.52
6	LED60 HI BAY LIGHT FIXTURE	\$102.21	\$613.26
4	FIRE EXTINGUISHER	\$12.13	\$48.52
1	20X40 CANOPY	\$853.39	\$853.39
10	CONCRETE BLOCK 600# B&R	\$18.17	\$181.70
10	CONCRETE BLOCK 600# WHITE COVER	\$8.00	\$80.00
1	FIRE EXTINGUISHER	\$12.13	\$12.13
2800	GREEN ASTROTURF, PER SQ FOOT 40X70	\$0.74	\$2,072.00
1	DELIVERY / PICK UP CHARGE	\$750.00	\$750.00

Quote valid for 30 days.

Rental:	\$7,901.92
Delivery Charge:	\$750.00
Subtotal:	\$8,651.92
Total:	\$8,651.92
Paid:	\$0.00
Amount Due:	\$8,651.92

**CREATE-A-PARTY RENTALS**

428 BERRY WAY  
BREA, CA 92821  
www.createaparty.com

714-896-3805 Phone

**Status: Quote**

Quote #: q30158

Event Beg: Fri 5/ 8/2026 12:00PM  
Event End: Sun 5/10/2026 10:00PM  
Operator: JEFFREY CRADDOCK

Customer #: 20380

CITY OF LAKEWOOD

Phone 562-866-9771

6060 CLARK AVE.

Job Descr: 2026 PAN AM FIESTA

LAKEWOOD, CA 90712

Ordered By: NICOLE DURAN 562-712-4840

Delivery Thu 5/ 7/2026 7:00AM

NICOLE DURAN 562-712-4820  
MAYFAIR PARK  
5720 CLARK AVE  
LAKEWOOD, CA 90712

Pickup Mon 5/11/2026 9:00AM

NICOLE DURAN 562-712-4820  
MAYFAIR PARK  
5720 CLARK AVE  
LAKEWOOD, CA 90712

USE DRIVEWAY IN MIDDLE OF PARK - OK TO DRIVE ONTO GRASS UP TO FIELD

Qty	Items Rented	Each	Price
1	40X60 CANOPY - 10' HIGH OK TO STAKE ON (3) SIDES; WILL OVERLAP ASTROTURF SLIGHTLY	\$2,332.84	\$2,332.84
1	40X40 CANOPY ON DIRT USE 12 BLOCKS	\$1,352.30	\$1,352.30
18	CONCRETE BLOCK 500# B&R	\$18.17	\$290.72
18	CONCRETE BLOCK 500# WHITE COVER	\$6.09	\$97.44
8	FIRE EXTINGUISHER 4 IN EACH 40X CANOPY	\$12.13	\$97.04
13440	GREEN ASTROTURF, PER SQ FOOT 112'X120' OVER BASEBALL DIAMOND - BRING SMALL NAILS AND SCRAPS FOR ROUNDED AREA	\$0.74	\$9,945.60
<b>NEW AREA REQUEST</b>			
10000	GREEN ASTROTURF, PER SQ FOOT 100'X100 OVER BASEBALL DIAMOND	\$0.74	\$7,400.00
8	8' MARKET UMBRELLA, ALUMINUM FRAME	\$34.23	\$273.84
8	FREE STANDING UMBRELLA BASE	\$5.88	\$47.04
1	DELIVERY / PICK UP CHARGE	\$750.00	\$750.00

Quote valid for 30 days.

Signature: \_\_\_\_\_

CITY OF LAKEWOOD

Rental:	\$21,836.82
Delivery Charge:	\$750.00
Subtotal:	\$22,586.82
Total:	\$22,586.82
Paid:	\$0.00
Amount Due:	\$22,586.82

OPEN MON-FRI 9:00 TO 5:00, SAT 9:00 TO 2:00  
Printed On Tue 5/ 7/2024 9:11:38AM

Software by Point-of-Rental Software www.point-of-rental.com

Modification #4  
Contract-Partners.rpt (5)

**CREATE-A-PARTY RENTALS**

428 BERRY WAY  
BREA, CA 92821  
www.createaparty.com

714-996-3806 Phone

**Status: Quote**

Quote #: q30159

Event Beg: Sat 6/27/2026 12:00PM

Event End: Sat 6/27/2026 10:00PM

Operator: JEFFREY CRADDOCK

Customer #: 20300

CITY OF LAKEWOOD

Phone 562-866-9771

5050 CLARK AVE.

Job Descr: 2026 BLOCK PARTY

LAKEWOOD, CA 90712

Ordered By: NICOLE DURAN 562-712-4840

**Delivery Sat 6/27/2026 8:00AM**

NICOLE DURAN 562-712-4840

LAKEWOOD CITY HALL

5050 CLARK AVE

LAKEWOOD, CA 90712

**Pickup Sat 6/27/2026 10:00PM**

NICOLE DURAN 562-712-4840

LAKEWOOD CITY HALL

5050 CLARK AVE

LAKEWOOD, CA 90712

Qty	Items Rented	Each	Price
2	20X40 CANOPY ON GRASS	\$853.39	\$1,706.78
6	FIRE EXTINGUISHER	\$12.13	\$72.78
4	CANOPY LIGHTS	\$68.16	\$272.60
25	8' MARKET UMBRELLA, ALUMINUM FRAME	\$34.23	\$855.75
25	FREE STANDING UMBRELLA BASE	\$5.88	\$147.00
1	DELIVERY / PICK UP CHARGE	\$850.00	\$850.00

**Quote valid for 30 days.**

Rental:	\$3,054.91
Delivery Charge:	\$850.00
Subtotal:	\$3,904.91
Total:	\$3,904.91
Paid:	\$0.00
Amount Due:	\$3,904.91

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of On-Call Architectural Services Agreement  
With Dahlin Group

### **INTRODUCTION**

In the course of work assigned to the Public Works Department, specialized architectural consultant services are necessary to complete the project. Dahlin Group has been successfully assisting the City with consulting Architectural Services since December of 2018.


### **STATEMENT OF FACT**


The City has a continued need of the services of a contract architectural planning, design and engineering firm and Dahlin Group has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. They offer a wide array of project experience, in particular park and civic buildings. They previously assisted the City with an ADA improvement project, and are working on designs for tenant improvements at Weingart Sr. Center and Palms Community Center.

Staff recommends amending the on-call agreement with Dahlin Group. Dahlin Group has provided architectural planning, design and engineering services for the City in a very professional and cost-effective manner. This amendment updates their standard hourly rates for the upcoming fiscal year.

### **RECOMMENDATION**

Staff recommends that the City Council amend the on-call architectural services agreement with Dahlin Group, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

  
Kelli Pickler  
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ON-CALL ARCHITECTURAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND DAHLIN GROUP

The Agreement dated December 11, 2018 as amended is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read "For consideration of the Architectural services performed by the Architect and when approved by the City, the City agrees to pay to the Architect on a time and material basis, at a rate determined by the Schedule of standard hourly rates attached, for services actually rendered."

The Agreement of December 11, 2018, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11<sup>th</sup> day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
DAHLIN GROUP

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



## **2024 BASIC HOURLY RATE SCHEDULE**

President, Vice President, Senior Vice President, Founder	\$275 - \$300
Principal, Director, Managing Principal, Managing Director, Senior Principal, Senior Director	\$210 - \$270
Senior - Architect, Project Manager, Project Specialist, Designer, Planner	\$190 - \$200
Architect, Project Manager, Project Specialist, Design Manager	\$170 - \$180
Job Captain, Interior Designer, BIM Specialist, Designer, Planner	\$130 - \$160
Designer/Drafter	\$100 - \$120
Administration	\$85 - \$125

Rates effective through December 31, 2024 and may be adjusted annually

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renewal of Dekra-Lite Holiday Lighting and Equipment Agreement

### **INTRODUCTION**


Dekra-Lite has provided Holiday decorations for the Centre at Sycamore Plaza for the past several years. Staff recommends their agreement be extended. In addition, the large Holiday tree is aging and the equipment is starting to fail. Staff recommends authorizing required upgrades to the tree before the next Holiday season.


### **STATEMENT OF FACT**

Located in southern California, Dekra-Lite has provided cities with an innovative approach to lighting and fixtures since 1987. Dekra-Lite staff is able to assist from design to installation, storage, and maintenance. In addition, Dekra-Lite has provided lighting and equipment in several prior fiscal years and has performed in a satisfactory manner. The agreement includes the installation, removal, and storage of previously purchased lighting and equipment at approximately \$50,000 a year. On June 14, 2022, City Council authorized amending the contract agreement's compensation for services to not-to-exceed \$70,000, to allow for additional costs of replacement equipment as necessary.

### **RECOMMENDATION**

Staff recommends that the City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one-year period ending June 30, 2025, in an amount not to exceed \$70,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN CITY OF LAKEWOOD AND  
DEKRA-LITE INDUSTRIES, INC.

The Agreement dated June 28, 2016, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of June 28, 2016, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
DEKRA-LITE INDUSTRIES, INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



Dekra-Lite  
3102 W. Alton Ave.  
Santa Ana, CA, 92704  
Phone: (714) 436-0705  
Web: www.dekra-lite.com

## Quote

Sales Install No.:	QT103367
Order Date:	4/24/2024
Ship Date:	11/20/2024
Customer ID:	LAK029
Terms:	Net 30

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505	City of Lakewood 5050 Clark Ave Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	CREATED BY	SALES REP
	Gilliam, Lesley	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
Avatax Avalara	Installation	INSTALLATION

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
1	LABORINST	Labor Installation	2.00	EA	587.60	1,175.20
		Installation of Customer Owned IPS System Location: Center Building Pointing Down				
2	LABORINST	Labor Installation	1.00	EA	1,960.60	1,960.60
		of Customer Owned Fiberglass Sleigh				
3	LABORINST	Labor Installation	2.00	EA	478.50	957.00
		of Customer Owned Toy Soldier				
4	LABORINST	Labor Installation	2.00	EA	478.50	957.00
		of Customer Owned Drum Base for Toy Soldiers				
5	LABORINST	Labor Installation	5.00	EA	478.50	2,392.50
		of Customer Owned 24" Fiberglass Giant Present				
6	LABORINST	Labor Installation	2.00	EA	478.60	957.20
		of Customer Owned 48" Fiberglass Giant Present				
7	LABORINST	Labor Installation	2.00	EA	106.30	212.60
		of Customer Owned 24" Double Bow Accent Kit - No Decor Unlit				
8	LABORINST	Labor Installation	2.00	EA	940.00	1,880.00
		of Customer Owned Undecorated 8' Mountain Pine Wreaths w/ LED Mini Lights and 48" Red Bow Location: Center Building				
9	LABORINST	Labor Installation	1.00	EA	730.00	730.00
		of Customer Owned Undecorated 9' Scroll Lit w/ LED Mini Lights and 36" Red Bow with Gold Trim Location: City Hall				
10	LBC9LEDF120SUNWW-SMD	SMD LED C9 (E17) Faceted Bulb, Sun Warm White (2600-2800K)	100.00	EA	1.39	139.00
		*Replacement Bulbs for Perimeter Lighting				
11	PERIMETERLABOR	Perimeter Lighting Labor	1.00	EA	2,409.00	2,409.00
		Includes: Installation and Maintenance of 1030' C9 Faceted Warm White LED Perimeter Lighting				
12	LABORINST	Labor Installation	6.00	EA	101.40	608.40
		of Customer Owned Wall Washers (Custom Programmed) with Custom Brackets on Tree Trunks				
13	LABORINST	Labor Installation	25.00	EA	32.25	806.25
		of Customer Owned 850mm Snowfall Tubes				
14	LABORINST	Labor Installation	10.00	EA	32.25	322.50
		of Customer Owned 570mm Snowfall Tubes				
15	LABORINST	Labor Installation	1.00	EA	729.90	729.90
		of Customer Owned Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)				
16	TREELTGLABOR	Tree Lighting Labor	4.00	EA	235.00	940.00
		Installation of (12) Warm White LED Mini Lights on Sycamore Tree				
17	LMLED5M50L6GWVH	Warm White (2800 - 3000K) LED Mini Lights, 5MM Reflective, 6x6x6" sp, Grn Wire (50 Bulbs)	12.00	EA	14.85	178.20
		*Replacement Strands				



Dekra-Lite  
3102 W. Alton Ave.  
Santa Ana, CA, 92704  
Phone: (714) 436-0705  
Web: www.dekra-lite.com

# Quote

Sales Install No.:	QT103367
Order Date:	4/24/2024
Ship Date:	11/20/2024
Customer ID:	LAK029
Terms:	Net 30

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505	City of Lakewood 5050 Clark Ave Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	CREATED BY	SALES REP
	Gilliam, Lesley	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
Avatax Avalara	Installation	INSTALLATION

18	LABORINST	Labor Installation	1.00	EA	12,870.00	12,870.00
		of Customer Owned 24' RGB Sequoia Tree w/ Classic Decor Package and 24" Crystal Tree Topper				
19	LABORINST	Labor Installation	5.00	EA	478.50	2,392.50
		of Customer Owned 32" Fiberglass Giant Present				
20	LABOROTHER	Labor	2.00	EA	316.60	633.20
		Removal and Storage of Customer Owned IPS System Location: Center Building Pointing Down				
21	LABOROTHER	Labor	1.00	EA	1,055.70	1,055.70
		Removal and Storage of Customer Owned Fiberglass Sleigh				
22	LABOROTHER	Labor	2.00	EA	257.65	515.30
		Removal and Storage of Customer Owned Toy Soldier				
23	LABOROTHER	Labor	2.00	EA	257.65	515.30
		Removal and Storage of Customer Owned Drum Base for Toy Soldiers				
24	LABOROTHER	Labor	5.00	EA	257.65	1,288.25
		Removal and Storage of Customer Owned 24" Fiberglass Giant Present				
25	LABOROTHER	Labor	2.00	EA	257.65	515.30
		of Customer Owned 48" Fiberglass Giant Present				
26	LABOROTHER	Labor	2.00	EA	51.60	103.20
		Removal and Storage of Customer Owned 24" Double Bow Accent Kit - No Decor Unlit				
27	LABOROTHER	Labor	2.00	EA	499.80	999.60
		Removal and Storage of Customer Owned Undecorated 8' Wreaths w/ LED Mini Lights and Red Bows Location: Center Building				
28	LABOROTHER	Labor	1.00	EA	394.00	394.00
		Removal and Storage of Customer Owned Undecorated 9' Scroll Lit w/ LED Mini Lights and Red Bow Location: City Hall				
29	LABOROTHER	Labor	1.00	EA	1,169.40	1,169.40
		Includes: Removal and Storage of 1030' C9 Faceted Warm White LED Perimeter Lighting				
30	LABOROTHER	Labor	6.00	EA	54.60	327.60
		Removal and Storage of Customer Owned Wall Washers (Custom Programmed) with Custom Brackets on Tree Trunks				
31	LABOROTHER	Labor	25.00	EA	17.40	435.00
		Removal and Storage of Customer Owned 850mm Snowfall Tubes				
32	LABOROTHER	Labor	10.00	EA	17.40	174.00
		Removal and Storage of Customer Owned 570mm Snowfall Tubes				
33	LABOROTHER	Labor	1.00	EA	357.70	357.70
		of Customer Owned Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)				
34	LABOROTHER	Labor	4.00	EA	112.45	449.80
		Removal and Storage of (12) Warm White LED Mini Lights on Sycamore Tree				
35	LABOROTHER	Labor	1.00	EA	6,424.10	6,424.10



Dekra-Lite  
3102 W. Alton Ave.  
Santa Ana, CA, 92704  
Phone: (714) 436-0705  
Web: www.dekra-lite.com

## Quote

Sales Install No.:	QT103367
Order Date:	4/24/2024
Ship Date:	11/20/2024
Customer ID:	LAK029
Terms:	Net 30

**BILL TO:**

City of Lakewood  
5050 N. Clark Ave.  
Lakewood CA 90712  
Attn: Sam Chambers  
562-866-9771 Ext. 2505

**SHIP TO:**

City of Lakewood  
5050 Clark Ave  
Lakewood CA 90712  
Attn: Sam Chambers  
562-866-9771 ext. 2505

**CUSTOMER P.O. NO.****CREATED BY****SALES REP**

Gilliam, Lesley

Dulce Diaz

**SALES TAX CODE****SHIPPING TERMS****SHIP VIA**

Avatax Avalara

Installation

INSTALLATION

Removal and Storage of Customer Owned 24' RGB Sequoia Tree w/ Classic Decor Package and 24" Crystal Tree Topper

36	LABOROTHER	Labor	5.00	EA	257.65	1,288.25
of Customer Owned 32" Fiberglass Giant Present						

Signature:

Date:

\*\*\*\*Renewal Refurbishment OPT009488\*\*\*\*

Please sign and email or fax to (714) 436-0612  
Install Date: Nov. 1-20, 2024  
Removal Date: Jan. 2-18, 2025

Perimeter Lighting, Tree Light and Wall Washer (Do Not Plug-in)  
Tree Lighting Event: TBD

50% due 30 days upon acceptance of quote  
50% due Net 30 at time of install

\*Tax Subject to Change per California Sales and Use Tax Regulation

\*\*Installation Date Range is Not Guaranteed Until Order is Approved\*\*

Sub Total:	49,263.55
Freight & Misc.:	0.00
Tax Total:	32.52
Total (USD):	49,296.07

## Terms and Conditions

**Prices:** All Prices subject to change without notice. All minimums are per color or size (solid pack). Mixing colors to meet minimums is not acceptable. All orders are F.O.B. Santa Ana, California.

**Payment Terms:**

Credit Card - We Accept: AMEX, Discover, MasterCard, Visa, ACH, EFT, and Wire Transfers.

Any order being paid for with a credit card is subject to a maximum limit of \$15,000.

Prepaid - We will add an estimated freight of 15% to order total.

Upon approved credit we will determine Net Terms and Credit Limit.

New Customers - Please furnish five (5) references, complete and sign our credit application. Credit approval may take 10 business days, so you may prefer your first order to be credit card or prepaid.

**Warranty:** Please note that the official warranties for Dekra-Lite products are exclusively detailed on our website. Any other warranties, expressed or implied, are considered void and superseded by the information provided on our site. For comprehensive warranty coverage details, we strongly encourage visiting <https://www.dekra-lite.com/pages/warranty>.

**Return Policy:** Any returned products under the following conditions will result in a 30% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization and an RMA number attached. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

**Acceptance of Merchandise:** Consignee/customer is responsible to notify Dekra-Lite of all impending claim(s) of merchandise delayed, lost, or damaged in transit. When accepting shipment, consignee/customer must inspect all merchandise completely and any claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with Dekra-Lite within 48 hours of delivery or in the case of concealed damage, within 48 hours of identifying the concealed damages. Customer/consignee is to provide required information and evidence of damage or loss according to Dekra-Lite claims procedure. This may include preservation of evidence of damage/loss for future inspection. Failure to follow Dekra-Lite claims procedure may result in claim denial by the carrier.

**General Terms:** The parties agree to the following additional terms of this contract. This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County, CA before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation sale or upon shipping unless specified in payment terms on the proposal/order. Cancellation and reductions are subject to a 30% restocking fee. Any amount not paid when due, is subject to a late charge of 25% per month (24% per annum). All payments are due according to the terms of each individual proposal/order.

**Installation:** All requested changes to the described work on the proposal/order will be subject to additional charges. Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.

**Electrical Requirements:** Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to decor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet decor, lighting, outlets, and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset, and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture. Lighting or decor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of. Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the decor is installed on their property. Dekra-Lite will make efforts, when possible, to replace such product for an additional charge.

**Storage:** Storage charges and sales begin upon removal of decor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

**Insurance:** Our standard liability coverage limits are \$5,000,000.00 General Aggregate; 5,000,000.00 Products-Comp/Op Aggregate.; \$2,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation.; \$2,000,000.00 Our excess liability coverage limits are \$5,000,000.00 General Aggregate; \$5,000,000.00 Products-Comp/Op Aggregate.; \$2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Second Amendment to Professional Services Agreement (PSA) for Water Storage Facility Inspection and Maintenance

### **INTRODUCTION**

On June 14, 2022, the City Council approved a first amendment to a Professional Services Agreement (PSA) for Water Storage Facility Inspection and Maintenance with Dive/Corr Inc. The State Water Resources Control Board Division of Drinking Water (DDW) mandates that the City of Lakewood conduct an interior inspection of water storage tanks routinely. The City relies on the long-term partnership with Dive/Corr Inc. to provide this service.

### **STATEMENT OF FACT**

Retaining a trusted service provider with a proven record of accomplishment and a wealth of knowledge of the City's water system will help the City reach its goal of maintaining the continual health of its system. Dive/Corr has identified areas in the City's water system that can benefit from their services in the coming years.

The existing agreement with Dive/Corr Inc. is scheduled to end on June 30, 2024; therefore, staff recommends amending the existing agreement with Dive/Corr to extend the agreement to June 30, 2025 with the option to further extend for any successive one or two-year terms thereafter. Staff further recommends that the compensation for services for this agreement extension be for an amount not-to-exceed \$25,000.00 for FY 2024-2025.


### **FISCAL IMPACT**

Funds are proposed in Operating Account 75008200-55380 Maintenance/Operation of Equipment with an allocation of \$25,000.00 in FY 2024-2025.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve second amendment to Professional Services Agreement with Dive/Corr, Inc. for not-to-exceed amount of \$25,000 for FY 2024-2025 for Water Storage Facility Inspection and Maintenance; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**SECOND AMENDMENT TO AGREEMENT  
FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE**

THIS SECOND AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DIVE/CORR, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

**W I T N E S S E T H:**

WHEREAS, on June 14, 2022, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2025.

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

TERM. This agreement shall be extended to June 30, 2025 for not-to-exceed amount of \$25,000 for FY 2024-2025 and may be renewed by the City with concurrence of the SERVICE PROVIDER for any successive one or two-year terms unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this Second Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
DIVE/CORR, INC.

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Third Amendment to Professional Services Agreement (PSA) for On-Call Emergency Utility Repairs

### **INTRODUCTION**

On June 14, 2022, the City Council approved second amendment to an agreement with Doty Bros. Construction (DBCC) for On-Call Emergency Utility Repairs and extended June 30, 2024. On-Call services for emergency repairs and service restoration related to water services are critical to the Water Resources Department; therefore, staff recommends extending the agreement to June 30, 2025 per the stated renewal terms of the original agreement.

### **STATEMENT OF FACT**

The contract with DBCC allows for contracting services to assist in the emergency repair of water pipelines and facilities. These services may include supplementing City personnel, materials and equipment required to take immediate action necessary to prevent a system outage, restore services to normal operating conditions and to maintain services during such an emergency. To date, DBCC has been readily available for on-call emergency utility repairs and has therefore fulfilled their contractual obligation and provided a high level of satisfaction to DWR staff. Therefore, staff recommends extending the existing agreement to June 30, 2025 per the stated renewal terms of the original contract.


### **FISCAL IMPACT**

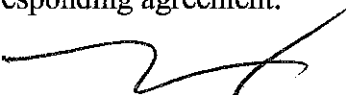
Services will be performed on a time and materials basis, with any expenditures more than \$50,000.00 for an individual repair project requiring a separate City Council action in accordance with the City's Purchasing Policy.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve third amendment to Professional Services Agreement with Doty Bros. Construction and extend contract to June 30, 2025; and
2. Authorize the Mayor to sign amendment to the corresponding agreement.

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

  
Thaddeus McCormack  
City Manager

**THIRD AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR  
ON-CALL EMERGENCY UTILITY REPAIRS**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DOTY BROS. CONSTRUCTION, sometimes hereinafter referred to as SERVICE PROVIDER.

**WITNESSETH:**

WHEREAS, on June 14, 2022, the CITY approved second amendment to an agreement entitled "PROFESSIONAL SERVICES FOR ON-CALL EMERGENCY UTILITY REPAIRS" with SERVICE PROVIDER; and

WHEREAS, the CITY and SERVICE PROVIDER extended the existing agreement until June 30, 2024.

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2025.

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

TERM. This agreement shall be extended until June 30, 2025 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one-year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Doty Bros. Construction

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Durham Youth Transportation Agreement

### **INTRODUCTION**

In April, 2019 the City of Lakewood published a request for proposals for charter bus services for youth transportation supporting summer camp programs. Upon review of proposals, Durham School Services was selected for services based on a variety of rating criteria. The City of Lakewood continues this reliable relationship with Durham transportation services.


### **STATEMENT OF FACT**

The City of Lakewood selected the proposal submitted by Durham School Services to provide bus services for the city's Day Camp and Junior Lifeguard programs. Durham School Services significantly demonstrated best pricing, while maintaining a large fleet of buses adequate to support transportation to theme parks and attractions for youth excursions. Additionally, both past performance with the City of Lakewood as well as a review of submitted references, further supported the selection. The City of Lakewood is desirous of entering into a one year agreement with Durham School Services for bus services for youth camp excursions.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the Mayor to execute the Agreement for Durham School Services, L.P. to provide charter bus transportation to the city, subject to approval as to legal form by the City Attorney. The agreement is to commence on July 1, 2024 and terminate on June 30, 2025, at a contracted rate not to exceed \$46,500.

Valarie Frost, Director <sup>1/3</sup> FOR L.V.F.  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

## **CHARTER BUS AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July, 2024, by and between the City of Lakewood, a Municipal Corporation (hereinafter referred to as "City") and Durham School Services, L.P. (hereinafter referred to as "Carrier").

### **WITNESSETH**

**WHEREAS**, City wishes to retain Carrier for transportation of participants and staff to varying destinations as part of City's Youth Excursion Program.

**WHEREAS**, Carrier provides motor coach and related services, is an independent contractor and is willing to perform hereunder in accordance with the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### **A. CARRIER REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES**

Carrier represents and warrants the following:

1. That all buses and equipment necessary to fulfill this charter bus contract are clean, in good working order, and conform with proper standards of the industry.
2. That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations. Carrier further represents that it is properly licensed under all applicable laws and rules.
3. That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
4. That all driving staff provided confirm to all applicable requirements for motor carrier drivers.
5. That all driving staff provided are prepared with routing information.
6. That the driver will refrain from the use of tobacco products while on excursions, during routes, or in view of participants. Tobacco products include cigarettes, cigars, pipes, smokeless tobacco and chewing tobacco. Any tobacco products possessed by drivers shall be out of sight at all times when on duty, or in the bus. This policy also prohibits the appearance of tobacco products, tobacco use or tobacco brands on drivers clothes.
7. That it will disqualify as a bus driver or any person who has committed: Any felony crime involving the physical neglect of a child, the physical injury or death of another person including a child, sexual exploitation of a child; sexual offenses against other persons and where a minor is the victim; promoting prostitution of a minor; the sale or purchase of a minor, felonies, acts of terrorism or violation of similar laws. The responsibility for checking bus drivers' criminal backgrounds to ensure they have not been convicted of any of the aforementioned or related crimes is an ongoing responsibility, which lies solely upon Carrier.
8. That Carrier will inform City of any delays or potential delays as soon as possible. Communication of any delay is very important.

9. That all of the services to be performed by Carrier under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
10. That Carrier has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this contract and the individual executing this contract on behalf of Carrier has been duly authorized to act for and bind the company.
11. Carrier acknowledges that City is allowing the use of Carrier's standard forms (such as purchase order, acknowledgements of Orders, and Invoices) to administer its dealings under this Agreement for convenience purposes but all provisions thereof shall be deemed stricken.
12. Carrier acknowledges that no subcontracting is to be permitted unless written consent is received from City's Community Transportation Supervisor or his/her designee prior to transfer.
13. Carrier further acknowledges that if subcontracting is necessary, Carrier agrees that the subcontractor will provide equipment, services and has insurance comparable to, equivalent to or better than Carrier. Carrier remains liable to client.

**B. PAYMENT**

City agrees to pay Carrier a total fee for actual services performed under this agreement per charter reservation. The total fee shall be paid within 15 **business days** of receipt of Carrier's invoice and satisfactory performance. The fees for service provided are outlined on Exhibit A.

**C. COMPLIANCE WITH LAW**

Carrier warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by Carrier and its drivers.

**D. TERM AND TERMINATION**

The term of this agreement shall be one year, beginning July 1, 2024, terminating on June 30, 2025, unless terminated earlier by City as provided in this section. The parties have the right to terminate this Agreement upon written notice to the other for any reason upon thirty (30) days' notice.

**E. BREACH**

Upon City's knowledge of a material breach by Carrier, City shall either:

1. Provide an opportunity for Carrier to cure the breach or end the violation and terminate the Agreement if Carrier does not cure the breach or end the violation within the time specified by City; or
2. Immediately terminate this Agreement if Carrier has breached a material term of this Agreement and cure is not possible.

**F. CONFLICT OF INTEREST**

Carrier affirms that there exists no actual, potential or appearance of conflict between Carrier's family, businesses, or financial interest and Carrier's performance of services as described herein.

#### **G. LIMITATION OF LIABILITIES**

Except for the obligation of City to pay Carrier pursuant to the terms of this contract, City shall have no liability to Carrier or to anyone claiming through or under this contract by reason of the execution or performance of this contract.

#### **H. INDEMNIFICATION**

To the fullest extent permitted by law, Carrier shall and does hereby indemnify, protect, defend with counsel approved by City, and hold harmless City, its respective agents, officers, trustees, directors, attorneys, employees, representatives (collectively "Indemnitees") from and against all damages, losses, liens, cause of action, suits, judgments, expenses (including attorney's fees), and other claims of any nature, kind or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from Carrier's performance under this agreement. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law. This provision shall survive the termination of this contract for any reason whatsoever. Carrier's indemnification obligations apply unless claims or damages arise out of negligence or willful misconduct of the "Indemnitees", their passengers or guests.

#### **I. INDEPENDENT CONTRACTOR**

Carrier recognizes that it is engaged as an independent contractor and covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of City by reason hereof and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of City.

#### **J. INSURANCE**

Carrier shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified below and incorporated herein by this reference as though set forth in full..

Without limiting Carrier's indemnification of City, and prior to commencement of work and/or services under this Agreement, Carrier 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 City.

1. **General liability insurance.** Carrier 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 \$5,000,000 per occurrence, \$10,000,000 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.
2. **Automobile liability insurance.** Carrier 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 Carrier 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 \$10,000,000 combined single limit for each accident.

3. **Professional liability (errors & omissions) insurance.** Carrier shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Carrier agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
4. **Workers' compensation insurance.** Carrier shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

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

5. **Umbrella or excess liability insurance.** [If required to meet higher limits]. Carrier shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, 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, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrence of effective dates with primary policies.

Should Carrier obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies. Limits are subject to review but in no event less than \$10,000,000 aggregate.

#### **Other provisions or requirements**

6. **Proof of insurance.** Carrier shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
7. **Duration of coverage.** Carrier shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Carrier, their agents, representatives, employees, or subCarriers.

8. **Primary/noncontributing.** Coverage provided by Carrier shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self- insurance shall be called upon to protect it as a named insured.
9. **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, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Carrier or City will withhold amounts sufficient to pay premium from Carrier payments. In the alternative, City may cancel this Agreement.
10. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City's Risk Manager.
11. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Carrier or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Carrier hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors.
12. **Enforcement of contract provisions (non estoppel).** Carrier acknowledges and agrees that any actual or alleged failure on the part of City to inform Carrier of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
13. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Carrier maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Carrier. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
14. **Notice of cancellation.** Carrier agrees to oblige its insurance agent or broker and insurers to provide 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. If any of Carrier's insurers are unwilling to provide such notice, then Carrier shall have the responsibility of notifying City immediately in the event of Carrier's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

15. **Additional insured status.** General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.
16. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
17. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Carrier'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.
18. **Pass through clause.** Carrier agrees to ensure that its subCarriers, subcontractors, and any other party who is brought onto or involved in the project/service by Carrier (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Carrier under this Agreement. Carrier 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. However, in the event Carrier's Subcontractor cannot comply with this requirement, which proof must be submitted to City, Carrier may still be able to utilize the Subcontractor provided Carrier shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of Carrier, but in all other terms consistent with Carrier's requirements under this Agreement. This provision does not relieve Carrier of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Carrier with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Carrier under this Agreement given the limited scope of work or services provided by the subcontractor. Carrier agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.
19. **City's right to revise specifications.** City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Carrier ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Carrier, City and Carrier may renegotiate Carrier's compensation.
20. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.
21. **Timely notice of claims.** Carrier shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Carrier's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

**K. ASSIGNMENT**

This contract is a personal service contract for the services of Carrier, and Carrier's interest in this contract, duties hereunder and fees due hereunder may not be subcontracted, assigned or delegated to any party without the prior written approval of City and any attempt to do so shall be void and of no effect.

**L. ENTIRE AGREEMENT; MODIFICATIONS**

This contract supersedes all prior agreements, written or oral, between Carrier and City and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by City and Carrier.

**M. FORCE MAJEURE**

Neither party shall be liable or responsible to the other for any loss or damages or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage or any other circumstances of like character.

**N. GOVERNING LAW**

This contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of California.

**O. WAIVERS**

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**P. BINDING EFFECT**

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

**Q. SEVERABILITY**

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid or unenforceable provision had not been included herein.

**CITY OF LAKEWOOD**

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Mayor

---

Date

---

Print Name

---

City Clerk

---

Print Name

**DURHAM SCHOOL SERVICES, L.P.**

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Signature

---

Date

---

Print Name

---

Print Title

**EXHIBIT "A"****CHARTER BUS TRANSPORTATION BASE/ADDITIONAL FEES**

City of Lakewood

Bus Size (Passenger Load)	Base Price Per Bus Per Day (5-Hours Per Day)	Additional charter pre bus @15 minute increments over base hours
01-20	\$548.47 (may use larger bus)	\$22.55 / addl 15 minutes
21-30	\$548.47 (may use larger bus)	\$22.55 / addl 15 minutes
31-42	\$548.47 (may use larger bus)	\$22.55 / addl 15 minutes
43-54	\$548.47 (may use larger bus)	\$22.55 / addl 15 minutes
55-72	\$548.47 (may use larger bus)	\$22.55 / addl 15 minutes
73-89	\$548.47	\$22.55 / addl 15 minutes
Fuel Surcharge: Should current Los Angeles area diesel prices exceed \$6.00/gal as shown on <a href="http://gasprices.aaa.com">gasprices.aaa.com</a> a fuel surcharge may be applied. A surcharge of \$3.00/bus/\$0.25 increase above \$6.00/gal. Example, a diesel rate of \$6.12/gal would result in a surcharge of \$3.00/bus. A diesel rate of \$6.55/gal would result in a surcharge of \$9.00/bus.		

**Changes/Cancellation:**

Late changes within 5 business days of trip = \$50.00 per bus.

Late booking within 2 business days of trip = \$50.00 per bus.

Cancellation within 2 business days of service = \$200.00 per bus.

Cancellation on site is subject to the 5 hour minimum.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment for Refuse Collection and Recycling Services with EDCO Waste Services

### **INTRODUCTION**

EDCO Waste Services provides automated curbside recycling and refuse collection in Lakewood. As contractually agreed, compensation for this service is adjusted annually through an amendment to the contract that includes a revised Appendix B for refuse collection and recycling services. This year, the changes to Appendix B reflect an increase in the residential contract amount by 6.583% percent, a blended adjustment based on the contractual language that combines the January-to-January Consumers Price Index (CPI) and tipping fee rate increases at local disposal sites.

### **STATEMENT OF FACT**

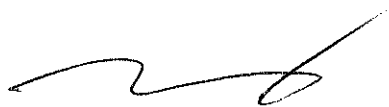
The City Council's Environmental Management Committee (EMC) met on March 11, 2024 to review residential refuse rates. Staff reported to the committee that using the January to January CPI data, and projecting the EDCO contract cost together with other operational expenses, the proposed Single Family Residence (SFR) rate increase would be 6.28%, or \$1.67 per month, adjusting the rate from \$26.60 to \$28.27 per month effective July 1, 2024. Residential refuse rates are scheduled to be before the City Council for consideration at their June 25<sup>th</sup> meeting.

### **RECOMMENDATION**

Staff recommends that the City Council approve the 2024 Amendment to the agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney.



Jose Gomez  
Director of Finance & Administrative Services



Thaddeus McCormack  
City Manager

2024 AMENDMENT OF 2009 AGREEMENT FOR  
SOLID WASTE COLLECTION AND DISPOSAL  
BETWEEN THE CITY OF LAKEWOOD AND  
EDCO WASTE SERVICES, LLC

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

Replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2023 with  
Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2024.

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

Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
EDCO WASTE SERVICES, LLC

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Jo Mayberry, City Clerk

## Appendix B

### CITY OF LAKEWOOD RATE SCHEDULE

Effective July 1, 2024

#### RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	
<b>Fiscal Year 2023-24</b>			
Single Family Residential Collection "Base Rate"	8. A.	\$527,755.62	Per Month
Residential Units: Base Number on January 1, 2023	8. A.	22,812	Residential Billing equivalent (1)
Residential Unit Adjustment Factor	8. A.	\$23.135	Per Unit Residential Billing equivalent
<b>Fiscal Year 2024-25</b>			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	160	
Residential Units: Base Number on January 1, 2024	8. A.	22,972	
Blended Escalation Rate		6.5830%	
Residential Billing Adjustment Factor	8. A.	\$24.658	
Single Family Residential Collection "Base Rate"	8. A.	\$566,443.58	Per Month, Effective July 1, 2024
Extra recycling cart		No charge	
Extra refuse cart		\$4.00	Per unit per month (2)
Extra green waste Cart (beyond three)		\$4.00	Per unit per month (2)
Excess collection charge for non-greenwaste bagged refuse		\$22.86 for up to 10 plastic bags	No construction debris or greenwaste

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

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

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and Members of the Council

**SUBJECT:** Renewal of Agreement with Fair Housing Consultants

### **STATEMENT OF FACT**

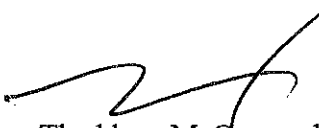
As a Community Development Block Grant (CDBG) entitlement jurisdiction, the City of Lakewood (City) is required to provide a fair housing counseling program for residents. The City currently contracts for these services which are paid for with CDBG funds. The City's fair housing counseling program consists of public outreach, education, and the coordination of fair housing training for local real estate agents, apartment managers, and property owners. In addition, the fair housing consultant provides referrals to other agencies, which may better assist a tenant or landlord with his or her particular situation.

Since February 2001, the City has contracted with Sharron Hillery (dba Fair Housing Consultants) for the provision of a fair housing counseling program, which meets the U.S. Department of Housing and Urban Development requirements. Ms. Hillery provides Lakewood residents and property owners with professional service in the areas of landlord/tenant relations, fair housing information and education, and client service referrals. Staff has worked with Ms. Hillery to update the scope of services to clarify counseling services to be provided and the monthly reporting requirements. The current contract expires on June 30, 2024. The cost for said services for the renewal of this contract will be funded by CDBG funds.

### **RECOMMENDATION**

Staff recommends that the City Council approve the renewal of the contract and scope of services with Sharron Hillery for fair housing consulting services through June 30, 2025, and authorize the contract amount not to exceed \$38,700 for the year. Funds for this contract are included in the City's proposed FY 2024-25 budget.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

## **AGREEMENT FOR FAIR HOUSING CONSULTING SERVICES**

THIS CONTRACT made and entered into this 11<sup>th</sup> day of June 2024, by and between the City of Lakewood, a municipal corporation hereinafter referred to as "City," and SHARRON C. HILLERY, dba FAIR HOUSING CONSULTANTS, hereinafter referred to as "Consultant," is made with reference to the following facts:

### **W I T N E S S E T H:**

WHEREAS, City desires assistance to provide its citizens with fair housing counseling service; and

WHEREAS, Consultant has substantial expertise in dealing with all facets of housing discrimination and fair housing counseling services; and

WHEREAS, Consultant desires to implement and operate a fair housing counseling program desired by City;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Consultant shall implement and operate a fair housing counseling program for City and its residents as described in Exhibit A, attached hereto and made a part hereof as though set forth in full. If there should be any conflict between this Agreement and Exhibit A, this Agreement shall govern.
2. Consultant, shall whenever necessary to carry out their duties and obligations described hereunder and to properly maintain a fair housing consulting service within the City of Lakewood, occupy, utilize and work out of an office provided for Consultant by City within City at no cost to Consultant for local telephone services and other local services.
3. This Agreement shall be for a term of twelve (12) months commencing July 1, 2024 and ending June 30, 2025 at midnight. By mutual agreement, this Agreement may be extended in writing for additional terms.
4. Except as authorized herein or subsequently in writing, Consultant shall provide the described services at their own cost and expenses. For these services, City agrees to pay Consultant the aggregate sum of \$38,700 for a twelve (12) month period, payable in twelve (12) equal monthly installments. Consultant shall submit monthly invoices for such payments, which shall include any authorized actual cost incurred during the preceding month.
  - a. Consultant shall maintain books, financial statements, and files necessary to support its financial statements, and such books, financial records, and files shall be retained by Consultant for a period of three (3) years following termination or expiration of this Agreement, or until after final payments are made, and all pending matters are closed, whichever comes later.

- b. Representatives of City, the Department of Housing and Urban Development (HUD), the Comptroller General of the United States or any other duly authorized representatives shall have access, at all reasonable times, to any books, documents, papers, and records of Consultant which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions and to ascertain compliance with provisions of the Agreement. Such examinations and reviews shall be conducted during the Consultant's regular business hours in a manner, which causes as little inconvenience to Consultant as possible.
5. Consultant shall not utilize any of the funds derived from federally appropriated funds for political campaign contributions or for promotions of political candidates or any other political purpose.
6. The funds provided by City pursuant to this Agreement have been received from a grant under the Community Development Block Grant Program of the United States Department of Housing and Urban Development. Consultant shall comply with all applicable regulations governing use of these funds, including all equal opportunity requirements.
7. Consultant shall submit to City the names and address of any person, agent or officer of Consultant performing any of the Consultant's duties under this Agreement. Consultant acknowledges that City has entered into this Agreement with Consultant based on her resume filed with City and on the basis that Consultant will be providing said Consultant services unless City agrees otherwise in writing.
8. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant's activities or the employees of Consultant; and Consultant expressly warrants not to, at any time or in any manner, represent that Consultant or any of Consultant's agents, volunteers, subscribers, members, officers or employees are in any manner the agents, volunteers, subscribers, officers or employees of City, it being distinctly understood that Consultant is, and shall at all times remain as to City, a wholly independent contractor, and Consultant's obligations to City are solely such as are prescribed in this Agreement.
9. Consultant shall hold City, its Councilpersons, Commissioners, officers and employees harmless and defend same from any and all actions, claims, demand costs, loss or expenses of any kind or nature whatsoever which may be imposed upon City, its Commissioners, officers or employees, or any of them, arising out of or attributable or connected with the performance of Consultant contemplated hereunder. Consultant shall file and maintain on file with City at all times during the term of this Agreement a Certificate of public liability and property damage insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one accident, and \$50,000 property damage. Said certificate shall name City as an additional insured, and the Certificate of Insurance forms shall be approved by the City Attorney. Such insurance shall not be cancelable without thirty (30) days prior written notice to City.

10. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of City. Any attempted assignment in violation hereof shall be void and of no force and effect, and such assignee shall not acquire any interest therein by reason of such attempted assignment. Consultant shall not subcontract any portion of the intended to or shall be construed as preventing Consultant from employing or firing employees which Consultant may deem necessary to render the performance contemplated.
11. Consultant certifies that no Federal appropriated funds received by it will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, as an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
12. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
13. In performing the services herein required of Consultant, Consultant shall deal with all service recipients in a non-discriminatory manner. It is understood and agreed that the function of Consultant under this Agreement is to carry out the work plan set forth in Exhibit A, and as such, the primary goal of Consultant should be, wherever possible, to informally conciliate complaints of alleged illegal discriminatory housing practices processed pursuant to this contract. In all cases, Consultant shall assume a position of neutrality during complaint intake and investigation.
14. It is expressly understood and agreed that Consultant has been retained as an independent contractor as distinguished from an employee or agent of City to perform aforementioned services. Consultant acknowledges the independent contractual relationship and releases City from any liability or obligation to make deductions or withholdings for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Consultant shall have any City status or benefit, including health, retirement and workers' compensation benefits.

Consultant acknowledges its independent contractor status in performing said services and assumes the risks to itself, its agents and employees and subcontractors and their agents or employees of personal injury or death, and all risk of property damage or loss of any property arising out of performance of said services by and on behalf of City and does hereby release City, its officers and personnel from any liability to Consultant, agents or employees thereof, for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore.

15. Nothing in this Agreement shall be deemed to bind any of the parties hereto to any course of conduct or action. It is expressly understood that Consultant has been retained to administer a fair and non-prejudicial program. City reserves the absolute right in its discretion to terminate this Agreement at any time or fail to renew the same because of its dissatisfaction with Consultant's performance hereunder or irrespective of Consultant's services for any other reason in its total and absolute discretion.

Consultant shall have the absolute right to make her decisions hereunder based on the facts and circumstances that she shall determine in her discretion. However, Consultant shall keep City fully advised of her work in process and, in particular, as soon as reasonably possible, notify City of any action she recommends remedying any violation of fair housing policy.

16. This Agreement may be terminated for cause or for convenience by either party hereto upon a thirty (30) day written notice to the other party. Should such termination occur after Consultant has received payment for services which, in the opinion of City have not been rendered, City reserves the right to require Consultant to reimburse City in a reasonable amount.
17. Should any litigation be commenced between the parties hereto concerning any provision of this Agreement, or the rights and duties of any party relative hereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and actual court costs.
18. Any and all written notices required or authorized to be given under this Agreement shall be deemed duly and properly given to City or Consultant if personally delivered or if mailed first-class United States mail, postage prepaid as follows:

CITY:

City of Lakewood  
Attention: City Clerk  
P.O. Box 158  
5050 N. Clark Avenue  
Lakewood, CA 90712-0158

FAIR HOUSING CONSULTANTS:

P.O. Box 88744  
Los Angeles, CA 90009

Or such other address as with party may from time to time designate in writing to the other. When so given, such notices shall be effective from the date of the mailing of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first hereinabove written.

CITY OF LAKEWOOD  
A Municipal Corporation

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

FAIR HOUSING CONSULTANT

By \_\_\_\_\_  
Sharron Hillery

## EXHIBIT A

### Scope of Services

The Fair Housing Consultants will prepare and administer a Fair Housing Counseling program for the City of Lakewood to ensure that all housing consumers are afforded an equal opportunity to rent, lease or purchase housing of their choice within the City of Lakewood without regard to race, religion, color, national origin or sex, familial status, disability, ancestry, marital status, age, sexual orientation, or source of income.

The Landlord/Tenant Counseling Services will be available to all residents and rental property owners of the City of Lakewood. A trained and qualified fair housing consultant will at all times comply with local, state and federal laws and regulations.

1. The Fair Housing Program will consist of several components including fair housing counseling; public outreach/education, and coordination with area lenders and apartment associations, owners and managers to provide fair housing training for their agents, loan officers and on-site property managers. Under this Fair Housing Partnership, these housing industry groups participate in a Program that ensures compliance with Fair Housing Laws by development of office procedures and policies to provide equal opportunity service for all prospective clients and home seekers; develop real estate advertisement for compliance with the Fair Housing Advertising Policy; coordinate with equal opportunity committee for development of education materials and training courses for real estate licenses, including local real estate publishers of magazines and classified state of the local print media.
2. The Fair Housing Consultants will receive complaints of discriminatory housing practices, investigate and refer to HUD, DFEH or for private litigation; and
  - a. Function as a central source for fair housing information and education; and
  - b. Investigate and conciliate housing discrimination complaints; and
  - c. Make referrals to appropriate sources for the formal resolution of discrimination complaints when informal conciliation efforts fail.
3. To implement the Fair Housing Services Program, the Fair Housing Consultants will provide the following services:
  - a. Public Education Publications – The Fair Housing Consultants will prepare within ninety (90) days of contract extensions, fair housing education materials in English and Spanish outlining the objectives, goals and services of the Fair Housing Program. Such materials will be provided to the City in a number no less than 2,000 per fiscal year. Such publication will be readily available to persons visiting City Hall and for distribution to the general public, educational institutions, realtors, landlord/tenant organizations, libraries, governmental and community agencies.

- b. Public Education Media – The Fair Housing Consultants will prepare and distribute news releases for print to the media serving the Lakewood community informing residents of the Fair Housing Program's purposes, events, and services; the first such release to be distributed within ninety (90) days of contract extension, and on a continuous basis for each quarter of the Contract and as needed.

The Fair Housing Consultants shall prepare and distribute public service announcements to local rental publications, the Official California Apartment Journal, and the Lakewood Living Newspaper serving the Lakewood community and informing residents of the Fair Housing Program's purposes, events and services

- c. Public Education Speaking – The Fair Housing Consultants will initiate and/or respond to requests for not less than four (4) speaking engagements for Lakewood audiences desirous of learning about the Fair Housing Program's services including but not limited to attending Lakewood's Safety Expo.
- d. Workshops – The Fair Housing Consultants will initiate not less than two (2) education workshops in the CITY. The CITY, its representative and the community will be informed and invited to participate. The housing workshops will also educate property owners and managers on how to comply with the requirements of the basics of rental property management including good management practices to prevent discrimination, tenant selection and screening, coordination with the City's Code Enforcement Program, distribution of landlord's rights and responsibilities and the tenant's rights handbook.
- e. Poster Contest – The Fair Housing Consultants will continue to host the annual poster contest as part of Fair Housing Month in April. Schools in the CITY will be invited to participate with the first, second, and third place contestants being recognized by proclamation at Lakewood Celebrates for Lakewood's Fair Housing Month.
- f. Open House – The Fair Housing Consultants will continue to host the annual Open House during Fair Housing month in April.
- g. Client Services Referral – The Fair Housing Consultants will provide referrals to residents where said assistance can better be provided by another agency or agencies with or without further involvement of the program staff, and promptly refer client to such agency or agencies or to lawyer referral services. To ensure accurate and current services, the Fair Housing Consultants will maintain a resource file/library of pertinent fair housing literature including reports, books, articles, fair housing directory listings and housing related agency listings.
- h. Client Services Complaint Processing – The Fair Housing Consultants will maintain a CITY telephone extension and email address for the assistance of any resident of the CITY desiring to file with the program a bona fide complaint based upon specific allegations of housing discrimination.

- i. Client Complaint Services – The Fair Housing Consultants will intake document, investigate and review allegations of discriminatory housing practices as mandated by HUD's Enforcement Division which includes intake of complaints, investigation for gathering of evidence and facts to support allegations of housing discrimination, testing to support complaints and referral to HUD or private attorney for investigation conciliation or litigation. The Fair Housing Consultants coordinates with the Fair Housing Alliance, Fair Housing Foundation, and Fair Housing of Orange County for testing services. The Fair Housing Consultants agree to provide to the CITY the results of such tests and any recommendation for corrective action deemed necessary by the Fair Housing Consultants.
- j. Client Service Follow-Up – The Fair Housing Consultants will maintain the capability to determine the outcome of all client contact deemed to require such extended program staff monitoring.
- k. Other Housing Counseling and Assistance – The Fair Housing Consultants will provide:
  - 1. Provisions for information on tenant landlord rights.
  - 2. Referral assistance to low- and moderate-income housing consumers, especially those who are handicapped, members of minority groups, elderly, and those who are or have been unable to find suitable, safe, decent, and sanitary dwelling units. Unless the client specifies otherwise, efforts will be made to make placements outside of areas that have high concentrations of low income and/or minority residents.
- l. Monthly Reporting – The Fair Housing Consultants shall prepare monthly reports, which provide a detailed summary of discrimination complaints, counseling activities and other activities of the Fair Housing Consultants as they relate to the CITY and a cumulative activity year-end report.
- m. Billing Procedure – The Fair Housing Consultants will bill the CITY in twelve (12) monthly installments. The Fair Housing Consultants will submit monthly invoices for such payments. No expenditures or payments will exceed the aggregate sum of \$38,700. Each month prior to receiving the monthly billing request, the Fair Housing Consultants will submit the Monthly Reports as detailed above and no further advance shall be made until such report is received and accepted by the CITY.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renew Consulting Agreement with FBA Engineering – On-Call Electrical Engineering Services

### **INTRODUCTION**

In the course of work assigned to the Public Works Department, specialized engineering and technical consultants are needed, specifically for electrical engineering services.

### **STATEMENT OF FACT**


Over the past several years, the Public Works Department has undertaken a number of small and large capital improvement projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with FBA Engineering.


FBA Engineering performs electrical engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. They recently designed Centre lighting improvements and are currently designing the generator replacements for the civic center.

Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time-and-material basis, under FBA Engineering's standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work.

### **RECOMMENDATION**

Staff recommends that the City Council renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2024-2025 in an amount not-to-exceed \$100,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF LAKEWOOD AND FBA ENGINEERING

The Agreement dated June 27, 2017 is hereby amended as follows:

1. Paragraph 1- Scope of Services, the undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedule.
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for electrical engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of June 27, 2017, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
STEPHEN R. ZAJICEK, P.E.  
FBA ENGINEERING

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

**FBA HOURLY RATE SCHEDULE – 2024**

Principal / Project Director .....	\$ 250.00/hour
Associate / Project Manager .....	\$ 175.00/hour
Construction Support .....	\$ 150.00/hour
Electrical Designer .....	\$ 120.00/hour
CAD / BIM Designer .....	\$ 100.00/hour
Technical Typist .....	\$ 60.00/hour

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approval of Extension of Agreement for Electrical Support Services  
With Fineline Electric

### **INTRODUCTION**

Fineline Electric has completed years of service as the city's on-call electrical contractor. Staff is satisfied with the work performed and recommends their agreement be extended.

### **STATEMENT OF FACT**


The Public Works Department is tasked with maintaining existing electrical systems at citywide facilities. Our two talented electricians are constantly challenged with meeting the requirements of the workload. In 2011, council authorized an on-call agreement with Fineline Electric to assist the city with these minor electrical maintenance projects.


Fineline's work is performed on a time-and-material basis, under Fineline's standard rate schedule, with cost proposals submitted prior to work authorization. Work is assigned on an as-needed basis during the year and proposals are approved by the City Manager prior to issuance of an approval to proceed. Staff recommends this service agreement be extended.

### **RECOMMENDATION**

Staff recommends that the City Council:

Extend the Service Provider agreement with Fineline Electric for electrical support services for FY 2024-2025, in an amount not to exceed \$55,000, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ON-CALL ELECTRICAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND FINELINE ELECTRIC, INC.

The Agreement dated June 28, 2011, as previously amended, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for on-call electrical services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of June 28, 2011, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
FINELINE ELECTRIC

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Storm Water Services Agreement with G2 Construction, Inc.

### INTRODUCTION

As a part of the city's compliance with the municipal storm water permit, the purchase and installation of full capture devices in 10% of the city owned catch basins located in high priority uses is required every year over a period of 10 years.


### STATEMENT OF FACT


The State Water Resources Control Board (State Board) and Los Angeles Regional Water Quality Control Board (Regional Board) consider trash to be a significant pollutant in California's waters. In 2015, the State Board adopted statewide consistency in regulating trash to protect aquatic life, public health and provide other beneficial uses, and to reduce environmental issues associated with trash in State waters (known as the "Trash Amendments").

As an owner and operator of a municipal storm drain system, Lakewood is required to comply with the Trash Amendments. Cities have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full capture systems for storm drains that capture runoff from priority land uses in their respective jurisdictions. In order to facilitate compliance, the city joined Watershed Management Programs (WMPs) in the Lower Los Angeles River Watershed, Los Cerritos Channel Watershed and the Lower San Gabriel River Watershed. Under the respective WMPs, the city made a commitment to install full capture systems on city owned catch basins within the city.

### RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with G2 Construction, Inc. for period ending June 30, 2025, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
STORM WATER SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
G2 CONSTRUCTION, Inc.

Per Section 5 of the Agreement dated May 22, 2018, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as amended as follows:

1. Exhibit A "Fee Schedule" is incorporated herein.

Dated the 11th day of June 2024.

G2 CONSTRUCTION, INC.

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



DBE, MBE & SBE Certified

# Products & Services RATE SHEET

EXCLUSIVE TO  
**CITY of LAKEWOOD**

May 28, 2024

**PRICING**

Product 1 of 3

**CPS-Mod™** patented Modular Design *Water Board Certified Full Trash Capture System*  
Offered With or Without Installation

PRODUCT SIZES	Unit	Orange County Volume Discounts					
		1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Up to 6.0 SQFT of stainless steel screen & deflector, if needed. 18" CB discharge pipe max.	Device & Install	\$2,359	\$2,120	\$1,680	\$1,284	\$1,241	\$1,199
	Device Only	\$1,623	\$1,499	\$1,154	\$899	\$874	\$849
Up to 9.0 SQFT of stainless steel screen & deflector, if needed. 24" CB discharge pipe max.	Device & Install	\$2,910	\$2,472	\$1,916	\$1,524	\$1,408	\$1,362
	Device Only	\$2,226	\$1,884	\$1,413	\$1,142	\$1,056	\$1,028
Up to 11.0 SQFT of stainless steel screen & deflector, if needed. 30" CB discharge pipe max.	Device & Install	\$3,324	\$2,822	\$2,180	\$1,718	\$1,636	\$1,554
	Device Only	\$2,680	\$2,268	\$1,701	\$1,375	\$1,306	\$1,237
CPS-Mod Mini* - Up to 4.5 SQFT screen. *Customer to verify FCS.	Device & Install	\$1,887	\$1,696	\$1,344	\$1,027	\$993	\$960

Larger &amp; Custom devices are custom priced.

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.  
Combo-Discount (\$50) when new CPS-Mod™ and ARS-CL™ installed in same catch basin on same project.

PRODUCT OPTIONS	Unit	Additional Cost per Unit					
		1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
Larger Size Stainless Steel Screen	SQFT SS Screen	\$135	\$113	\$113	\$113	\$113	\$113
Mosquito Abatement Deflector	Deflector	\$320	\$306	\$288	\$275	\$261	\$248
Removable System	CPS-Mod™	\$387	\$367	\$350	\$329	\$315	\$298
Hemmed Top for smoother edges	CPS-Mod™	\$137	\$137	\$137	\$103	\$103	\$86
Extra Bracing (eg. Inbound pipes)	CPS-Mod™	\$514	\$514	\$450	\$321	\$268	\$268

**INSTALLATION OF PRODUCT**

PROJECT BONDS (If Required)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In Orange County)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Catch Basin (CB) Cleaning	1 CB	\$280	\$224	\$112	\$56	\$50	\$47
Staff Gauge Painting	CB	\$230	\$184	\$92	\$81	\$71	\$69
Traffic Control during Installation	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Training Contractor	1 Day	\$5,600	\$5,600	\$5,600	\$5,600	\$5,040	\$4,480
Remote Support (phone or online )	1 Hour	\$136	\$131	\$125	\$118	\$112	\$107

**FIELD SERVICES**

Product Maintenance Inspections	Device	\$260	\$224	\$168	\$84	\$56	\$56
Locating CBs and inlets.	CB	\$224	\$224	\$168	\$84	\$56	\$56
CB Field Review/ measurement.	CB	\$224	\$224	\$168	\$84	\$56	\$56
Collecting Lat. / Long. of CBs	CB	\$224	\$224	\$168	\$84	\$56	\$56

**PROFESSIONAL SERVICES**

Custom Product Design	Hourly	\$250	\$168	\$168	\$168	\$168	\$168
Custom Drawings - Product	Device	\$336	\$294	\$252	\$252	\$252	\$210
Project Management	Hourly	\$150	\$150	\$138	\$120	\$120	\$120

## PRICING

Product 2 of 3

**GITS™** Grated Inlet Trash Screen**Water Board Certified Full Trash Capture System**

With or Without Installation				Orange County Volume Discounts				
PRODUCT SIZES	GITS™ Models	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Rectangular Grate 24"x 24" (or less)	GITS-24x24	Device & Install	\$2,909	\$2,499	\$2,299	\$2,149	\$1,999	\$1,899
		Device Only	\$2,699	\$2,290	\$2,090	\$1,940	\$1,790	\$1,690
Rectangular Grate 40"x 24" (or less)	GITS-40x24	Device & Install	\$3,243	\$2,736	\$2,536	\$2,386	\$2,236	\$2,136
		Device Only	\$2,869	\$2,463	\$2,263	\$2,113	\$1,963	\$1,863
Round 26" Diameter Grate (or less)	GITS-26R	Device & Install	\$3,061	\$2,526	\$2,326	\$2,176	\$2,026	\$1,926
		Device Only	\$2,861	\$2,319	\$2,119	\$1,969	\$1,819	\$1,719
Round 39" Diameter Grate (or less)	GITS-39R	Device & Install	\$4,037	\$3,549	\$3,449	\$3,349	\$3,249	\$3,149
		Device Only	\$3,779	\$3,295	\$3,195	\$3,095	\$2,995	\$2,895
Larger and Custom	GITS-Custom	custom	custom	custom	custom	custom	custom	custom
GITS LoPRO™ - 5" Depth Design. *Customer to verify FCS.			Up to 30% discount on select models.					

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.

PRODUCT OPTIONS	Product Code	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Additional Cost per Unit								
Vector Control Port	VECT	SQFT SS Screen	\$334	\$287	\$239	\$239	\$239	\$239
Inlet Steps - Custom Design	STEPS	GITS™	\$624	\$535	\$446	\$423	\$401	\$379
Custom Drawings - Product	DRAW	GITS™ Drawing	\$335	\$293	\$251	\$251	\$251	\$209

## FILTRATION OPTIONS

Hydrocarbon Polypropylene Filter (18"x24"x3")	HCPF-PIL	Filter	\$71	\$68	\$58	\$53	\$50	\$47
Others Available		Deflector	varies	varies	varies	varies	varies	varies

## INSTALLATION OF PRODUCT

PROJECT BONDS	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Inlet Cleaning prior to installation	CB Clean	1 CB	\$279	\$223	\$112	\$56	\$50	\$47
Traffic Control during installation.	TC-1Day	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Remote Support (phone or online )	Support1 Hr	1 Hour	\$138	\$131	\$125	\$118	\$112	\$107

SEE PRICING for Field Services &amp; Professional Services on CPS-Mod™ Pricing Sheet

**PRICING**

Product 3 of 3

**ARS-CL™**

Patented CamLock Automatic Retractable Screen

With Installation

					Orange County Volume Discounts				
SIZE: Catch Basin Width (ft)	Unique Screens per CB	ARS-CL™ Model	Unit	1-2 Catch Basins (CBs)	3-5 CBs	6-20 CBs	21-100 CBs	101-500 CBs	501+ CBs
up to 3'	1	ARS-CL-03	CB	\$2,121	\$1,856	\$1,591	\$1,098	\$1,054	\$1,010
3.1 - 5'	1	ARS-CL-06	CB	\$2,433	\$2,121	\$1,809	\$1,435	\$1,363	\$1,291
5.1' - 7'	2	ARS-CL-07	CB	\$3,950	\$3,430	\$2,911	\$2,516	\$2,390	\$2,264
7.1 - 10'	2	ARS-CL-10	CB	\$4,231	\$3,842	\$3,242	\$2,762	\$2,623	\$2,485
7.1 - 10' x	3	ARS-CL-10x	CB	\$5,066	\$4,592	\$4,044	\$3,407	\$3,237	\$3,066
10.1 - 14'	3	ARS-CL-14	CB	\$5,458	\$4,678	\$4,093	\$3,586	\$3,407	\$3,228
10.1 - 14' x	4	ARS-CL-14x	CB	\$6,514	\$5,556	\$4,828	\$4,426	\$4,204	\$3,983
14.1 - 16'	4	ARS-CL-16	CB	\$6,655	\$5,647	\$5,102	\$4,638	\$4,407	\$4,175
16.1 - 21'	5	ARS-CL-21	CB	\$8,067	\$6,806	\$6,101	\$5,798	\$5,508	\$5,218
16.1 - 21' x	6	ARS-CL-21x	CB	\$8,725	\$7,318	\$6,811	\$6,473	\$6,150	\$5,826
21.1 - 28'	6	ARS-CL-28	CB	\$8,888	\$7,703	\$7,170	\$6,814	\$6,473	\$6,133
21.1 - 28' x	8	ARS-CL-28x	CB	\$10,883	\$9,757	\$9,082	\$8,256	\$7,843	\$7,430
28.1 - 35' x	10	ARS-CL-35x	CB	\$12,683	\$11,557	\$10,882	\$10,056	\$9,643	\$9,230

Price shown per Catch Basin (CB). Bonds costs not included. Traffic control additional.

Note: Models with "x" indicates the CB has an extra support bolt.

Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
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**PRODUCT OPTIONS**

Additional Cost per Unit

Bolt-In Connections (Not Welded)	CB	Add 15%
Fixed Screen Option	CB	Subtract 15%

**INSTALLATION OF PRODUCT**

CONTRACT BONDS (If Req'd)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Traffic Control during install.	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Catch basin top deck repair.		varies					

SEE PRICING for Field Services &amp; Professional Services on CPS-Mod™ Pricing Sheet

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Amendment to the Gonsalves Service Agreement

### **INTRODUCTION**


The monthly rate for State legislative advocacy services from Joe A. Gonsalves and Son, Inc. is being adjusted for the first time since FY 2016-2017.

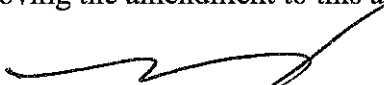
### **STATEMENT OF FACT**

Joe A. Gonsalves and Son, Inc. has provided state legislative advocacy services to the city for 45 years. The rate has stayed the same for 8 years. This proposed increase for FY 2024-2025 is five percent above the current rate.

### **RECOMMENDATION**

That the City Council adopt the attached Resolution approving the amendment to this agreement.

Paolo Beltran   
Deputy City Manager

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD AMENDING THAT CERTAIN AGREEMENT  
BETWEEN THE CITY OF LAKEWOOD AND JOE A.  
GONSALVES AND SON, INC.

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

SECTION 1. That certain agreement between Joe A. Gonsalves and Son, Inc., 925 L Street, Suite 250, Sacramento, California 95814, and the City of Lakewood, dated November 20, 1979, is hereby amended by amending Section 5 thereof to read as follows:

- “6. The City of Lakewood, sometimes herein called “Client,” shall pay to said Joe A. Gonsalves and Son, Inc., the monthly sum of \$4,752 per month, payable in advance on the first day of July, 2024.”

SECTION 2. Except as amended, the agreement of November 20, 1979 is hereby reaffirmed in all other aspects.

SECTION 3. This resolution shall be effective as of the first day of July 2024, and when accepted and approved by said Joe A. Gonsalves and Son, Inc.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST: •

\_\_\_\_\_  
City Clerk

ACCEPTANCE

I, ANTHONY GONSALVES, President and Treasurer of Joe A. Gonsalves and Son, Inc., do hereby accept the terms and provisions of this resolution and agree to perform the terms and provisions of the aforementioned agreement, as amended.

DATED: \_\_\_\_\_, 2024

\_\_\_\_\_  
Anthony Gonsalves

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Third Amendment to Professional Services Agreement (PSA) with Greene Backflow for Annual Backflow Testing and Repair Services

### **INTRODUCTION**

On June 13, 2023, the City Council approved the second amendment to an agreement with Greene Backflow for Annual Backflow Testing and Repair Services. The agreement with Greene Backflow is scheduled to expire on June 30, 2024; Staff recommends extending the agreement to June 30, 2025.

### **STATEMENT OF FACT**

The agreement with Greene Backflow ensures that proper safeguards are both in place and functioning correctly in order to protect our potable water system from the potential contamination risks imposed by cross connections. Through Greene Backflow's testing procedures, customers with backflow devices are able to have their devices tested and certified at their own cost. To date, Greene Backflow has fulfilled all contractual obligations in regards to the testing and repair of both "city" and "non-city" backflow devices to a high level of satisfaction for City staff. Therefore, staff recommends extending the agreement with Greene Backflow to June 30, 2025, for a not-to-exceed total amount of \$20,000.00 for FY 2024-2025.

### **FISCAL IMPACT**

Funds are proposed in Operating Account 75008200 51000 Contractual Services for an amount not-to-exceed \$20,000.00 for FY 2024-2025.

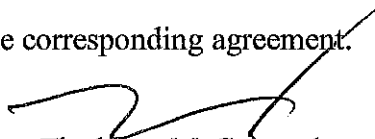
### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve third amendment to the agreement with Greene Backflow for a not-to-exceed amount of \$20,000.00 for FY 2024-2025 for backflow testing services; and
2. Authorize the Mayor to sign the amendment to the corresponding agreement.



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



Thaddeus McCormack  
City Manager

**THIRD AMENDMENT TO AGREEMENT  
FOR ANNUAL BACKFLOW TESTING  
AND REPAIR SERVICES**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and GREENE BACKFLOW, sometimes hereinafter referred to as SERVICE PROVIDER.

**W I T N E S S E T H:**

WHEREAS, on June 13, 2023, the CITY approved second amendment to an agreement entitled "AGREEMENT FOR PROFESSIONAL SERVICES FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES" with SERVICE PROVIDER; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2025.

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

TERM. This agreement shall be extended until June 30, 2025 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER a sum not to exceed \$20,000.00 for FY 2024-2025.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Greene Backflow

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Approval of Second Amendment of Agreement with City of Hawaiian Gardens for Air Support Services

### **INTRODUCTION**

Sky Knight, as America's first airborne law enforcement patrol, has been a long-standing proven crime fighter for Lakewood. During the history of the program, Sky Knight provided air support service to many of our neighboring cities for many years, including the City of Hawaiian Gardens.

### **STATEMENT OF FACTS**

On November 8, 2022, City Council approved an agreement with the City of Hawaiian Gardens for Sky Knight air support services. The agreement provides Hawaiian Gardens with air support services on an on-demand basis in response to specific crimes or incidents. The cost for services are reimbursed at an hourly rate of \$950, billed in 1/10<sup>th</sup> of an hour increments. Additionally, Hawaiian Gardens remitted a \$25,000 retainer.

A first amendment of the agreement amended the term for one additional year commencing July 1, 2023 and is set to expire June 30, 2024. All other provisions of the agreement remain unchanged.

The city of Hawaiian Gardens has expressed a desire to continue receiving air support services. Therefore, a second amendment extending the term one additional year, July 1, 2024 through June 30, 2025, is necessary.

### **RECOMMENDATION**

Staff recommends the City Council approve the second amendment to the agreement with the City of Hawaiian Gardens extending the term for air support services one additional year and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

Joshua Yordt  
Director of Public Safety

Thaddeus McCormack  
City Manager

**SECOND AMENDMENT TO AGREEMENT  
FOR REIMBURSEMENT FOR  
HELICOPTER PATROL SERVICES**

This Amendment, which amends that certain "Agreement for Reimbursement for Helicopter Patrol Services" dated November 16, 2022 (the "Agreement"), is made and entered into with an effective date of July 1, 2024, by and between the City of Lakewood and the City of Hawaiian Gardens.

The parties hereby agree as follows:

1. Section 5 of the Agreement is amended to state an effective date of July 1, 2024, and a termination date of June 30, 2025.
2. In all other respects the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed on the dates set forth below.

**CITY OF LAKEWOOD**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM BY  
CITY ATTORNEY:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**CITY OF HAWAIIAN GARDENS**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM BY  
CITY ATTORNEY:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** HDL Property Tax Consulting and Audit Services

### **INTRODUCTION**

The City has contracted with HdL Coren & Cone (HdL) for property tax consulting and audit services for 31 years. HdL is a state-wide expert in data analysis with over 260 public agency clients and largely seen as an authority in this field. The City's current agreement has been unchanged since 2005, providing a cost of \$19,500 per year during the last 19 years. In that time, HDL has created new products and reports to keep up with client needs. They continue to provide responsive service to the City's requests while continuing to add new staff and increasing their internal costs.

### **STATEMENT OF FACT**

HdL is requesting a new contract that includes a 10% increase from the current \$19,500 to \$21,450. This amount is still well below the current scale. The proposed agreement includes an annual CPI escalator.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize the City Manager or his designee to enter into an agreement for property tax consulting and audit services with HdL Coren & Cone, a California-based company, in an amount not to exceed \$21,450.



Jose Gomez  
Director of Finance & Administrative Services



Thaddeus McCormack  
City Manager

## **CITY OF LAKEWOOD**

### **AGREEMENT FOR PROPERTY TAX CONSULTING/AUDIT SERVICES**

This AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF LAKEWOOD, a municipal corporation hereinafter called CITY, and HdL Coren & Cone, a California Corporation hereinafter called CONTRACTOR.

#### **RECITALS**

**WHEREAS**, property tax revenues can be verified and potentially increased through a system of continuous monitoring, identification and reconciliation to county records; and

**WHEREAS**, an effective program of property tax management will assist CITY in fiscal, economic and community development planning; and

**WHEREAS**, CITY desires the property tax data based reports and data analysis required to effectively manage CITY property tax base and identify and recover revenues misallocated within CITY, or to other jurisdictions; and

**WHEREAS**, CONTRACTOR is a state-wide expert in such data analysis with over 260 public agency clients for whom such services are performed and has the programs, equipment, data and personnel required to deliver the property tax services referenced herein; and

**NOW, THEREFORE**, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

#### **1.0 DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meaning stated below:

**Audit Review:** "Audit" or "Audit Review" shall mean the comparison of databases to ensure that parcels are correctly coded with the appropriate tax rate area to return revenue to CITY. Audits include the secured and unsecured tax rolls and where secured records are corrected; the corresponding unsecured records related to those properties are also corrected. A review of the calculation methodologies developed by auditor/controller offices in the administration of property tax is made to ensure compliance. New annexations are audited the 1st or 2nd year after the area's adoption due to the timing of LAFCO and the State Board of Equalization in assigning new tax rate areas and county processing of those changes.

**County:** "County" shall mean the County in which CITY is located.

**Data Base:** "Data Base" shall mean a computerized listing of property tax parcels and information compiled for CITY from information provided by the County.

**Days:** "Days" shall mean calendar days.

**Property Tax Roll:** "Property Tax Roll" shall mean the assessed values of parcels on the secured and unsecured lien date rolls as reported by the County.

**Proprietary Information:** "Proprietary Information" shall be the reports, technical information, compilations of data, methodologies, formula, software, programs, technologies and other processes previously designed and developed by CONTRACTOR and used in the performance of the services hereunder.

**Successor Agency:** "Successor Agency" means CITY'S administration pursuant to Section 34176 of the Health and Safety Code of the former community redevelopment agency of CITY).

**Recovered/Reallocated Revenue:** "Recovered or Reallocated Revenue" shall mean additional revenue received as a result of an audit or review of properties submitted for correction or for corrections due erroneous calculations or incorrect methods of distributing revenue discovered by the CONTRACTOR and then made by County agencies which result in a return of additional revenue to the CITY or Successor Agency.

**Scope of Services:** "Scope of Services" shall mean all of the Base Services specified in Section 2.0, the Optional Services in Section 3.0, the Additional Services in Section 4.0, or any other services rendered hereunder.

**TRA:** "Tax Rate Area" shall mean the area subject to the tax rate.

## **2.0 BASE SERVICES**

CONTRACTOR shall perform all of the following duties as part of the Base Services provided hereunder, unless otherwise specified in writing by the Contract Officer:

### **2.1 Analysis And Identification Of Misallocation Errors (Contingent Fee)**

(a) In the first year of this Agreement, and as necessary thereafter but not less than once every five (5) years, CONTRACTOR shall conduct an analysis to identify and verify CITY parcels on the secured Property Tax Roll which are not properly attributed to CITY, and will provide the correct TRA designation to the proper County agency. Typical errors include parcels assigned to incorrect TRAs within CITY or an adjacent city, and TRAs allocated to wrong taxing agencies.

(b) CONTRACTOR shall annually reconcile the annual Auditor-Controller assessed valuations report to the assessor's lien date rolls and identify discrepancies.

(c) CONTRACTOR shall annually review parcels on the unsecured Property Tax Roll to identify inconsistencies such as value variations, values being reported to a mailing address rather than the situs address, and errors involving TRAs (to the extent records are available).

(d) CONTRACTOR may audit general fund or tax increment property tax revenue or other revenues attributable to CITY departments, Successor Agency, and districts (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation and payments reviews).

### **2.2 Annual Services (Fixed Fee)**

Annually, after the Property Tax Roll is available:

(a) CONTRACTOR shall establish a Data Base for CITY available through CONTRACTOR'S online property tax application

(b) Utilizing the Data Base, CONTRACTOR will provide:

- (1) A listing of the major property owners in CITY, including the assessed value of their property.
- (2) A listing of the major property tax payers, including an estimate of the property taxes.
- (3) A listing of property tax transfers which occurred since the prior lien date.
- (4) A listing of parcels that have not changed ownership since the enactment of Proposition XIII A.
- (5) A comparison of property within CITY by county-use code designation.
- (6) A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in CITY's preparation of Gann (Propositions 4 and 111) State Appropriation Limit calculations.
- (7) A listing of multiple owned parcels.
- (8) A listing of absentee owner parcels.
- (9) Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by CITY. This estimate is based upon the initial information provided by the County and is subject to modification. This estimate shall not be used to secure the indebtedness of CITY.
- (10) Development of historical trending reports involving taxable assessed values for CITY, median and average sales prices and related economics trends.
- (11) Upon written request, analyses based on geographic areas designated by CITY to include assessed valuations and square footage computations for use in community development planning.
- (12) One and five-year budget projections for CITY'S general fund and special districts. This report is interactive for tax modeling.

### **2.3 Successor Agency Services**

Successor Agency Services including but not limited to:

- (a) Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area
- (b) Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
- (c) Provide property tax information to the Oversight Board at the direction of the Successor Agency
- (d) Provide access to the Oversight Board to CITY and former redevelopment agency documents at the direction of the Successor Agency
- (e) Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency
- (f) Advice and consultation, as requested, on the CITY/Successor Agency's preparation of required reports, such as revenue projections; review of ROPS, submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements
- (g) Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to CITY.

### **2.4 Quarterly Services/Monthly Services (Fixed Fee)**

CONTRACTOR shall perform the following services quarterly:

- (a) A listing of property tax appeals filed on properties in CITY (selected counties).
- (b) A listing of property transfers that have occurred since the last report.

- (c) Monthly update of CONTRACTOR'S web-based software program to include parcel transfer data and, in select counties, appeal updates.

### **2.5 On-Going Consultation (Fixed Fee)**

During the term of this Agreement, CONTRACTOR will serve as CITY's resource staff on questions relating to property tax and assist in estimating current year property tax revenues. On-going consultation would include, but not be limited to, inquiries resolved through use of CITY's data base.

## **3.0 OPTIONAL SERVICES**

The following services are available on a time and materials basis:

### **3.1 Specified Data**

Generation of specialized data-based reports which would require additional programming, the purchase of additional data, costs for county staff research, or similar matters not necessary to carry out services outlined in Section 2.0.

### **3.2 County Research**

Any research with County agencies for which CONTRACTOR does not have a current database.

### **3.3 Bond Services**

Bond services are available for a fixed negotiated fee, including:

- (a) Tax Allocation Bonds fiscal consultant reports
- (b) Mello-Roos Special Tax studies

### **3.4 Additional Meetings Requested**

Meetings in excess of the annual meeting to review the analysis of property tax data, trending information, and other findings with CITY shall be considered an Optional Service.

## **4.0 ADDITIONAL SERVICES**

CITY shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to CONTRACTOR, incorporating therein any material adjustment in the contract and/or the time to perform this Agreement, which said adjustments are subject to the written approval of CONTRACTOR. Any increase in compensation of up to \$75,000, or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by CONTRACTOR that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein.

## **5.0 OBLIGATIONS OF THE PARTIES WITH RESPECT TO SERVICES**

### **5.1 City Materials and Support**

CITY agrees to provide the following information:

- 1. Current CITY maps and zoning map;
- 2. A copy of reports received by CITY annually from the Auditor-Controller's office detailing assessed values (secured, unsecured and utilities), as well as unitary

values for reconciliation analysis;

3. Parcel listing and maps of CITY parcel annexations since the lien date roll;
4. A listing of completed new construction projects with Assessor's map book, page and parcel numbers (APN) for proper identification and tracking for two years prior to the date of this Agreement. If the data does not include the APN information, CONTRACTOR will research this information at an additional cost;
5. A listing of CITY levies assessment districts and direct assessments.

## **5.2 Compliance with Law**

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of CITY and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

## **5.3 License, Permits, Fees and Assessments**

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

## **5.4 Further Responsibilities of Parties**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

# **6.0 CONSIDERATION**

## **6.1 Base Fixed Fee Services**

CONTRACTOR shall provide the Base Services described in Section 2.0 above, for a fixed annual fee of \$21,450 (invoiced quarterly).

The Base Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

## **6.2 Base Contingent Fee Services**

For Base Services pursuant to Section 2.1 which are payable on a contingent basis, CONTRACTOR shall receive 25 percent of net general fund attributable to CITY departments, districts, or funds recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by CONTRACTOR (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). CONTRACTOR shall separate and support said reallocation and provide CITY with an itemized invoice showing all amounts due as a result of revenue recovery or reallocation. CITY shall pay audit fees after Contractor's submittal of evidence that corrections have been made by the appropriate agency. Payment to CONTRACTOR shall be made within thirty (30) days after CITY receives its first remittance advice during the fiscal year for which the correction applies.

### **6.3 Optional Services**

Fees for Optional Services as outlined in Services in Section 3.0 above (except Section 3.3) shall be billed at the following hourly rates:

Partner	\$250	per hour
Principal	\$225	per hour
Programmer	\$200	per hour
Associate	\$175	per hour
Senior Analyst	\$125	per hour
Analyst	\$90	per hour
Administrative	\$70	per hour

Hourly rates are exclusive of expenses and are subject to adjustment by CONTRACTOR annually. On July 1st of each year CONTRACTOR shall provide CITY with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

### **6.4 Fees for Bond Services**

Services under Section 3.3 above will be determined depending upon the complexity of the bond issue and the time available for completion of the task and will be mutually agreed to be the parties.

### **6.5 Indirect Expenses**

Except as specified above, no other charges shall be made for direct or indirect expenses incurred by CONTRACTOR in performing the services in the Scope of Services including for administrative overhead, salaries of CONTRACTOR'S employees, travel expenses or similar matters.

### **6.6 Due Date**

All fees are due 30 days immediately following billing. All amounts that are not paid when due shall accrue interest from the due date at the rate of one percent per month (12% per annum).

## **7.0 TERM PERFORMANCE SCHEDULE**

### **7.1 Time of Essence**

Time is of the essence in the performance of this Agreement.

### **7.2 Schedule of Performance**

CONTRACTOR shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A", and incorporated herein by this reference. When requested by CONTRACTOR, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### **7.3 Force Majeure**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not restricted to, acts of God or of the public enemy,

unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including CITY, if CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified.

#### **7.4 Term**

Unless earlier terminated in accordance with Section 11.6 of this Agreement, this Agreement shall continue in full force and effect for five (5) years, and, unless a notice of termination is given on the fourth anniversary date, shall be automatically extended from year to year and such notice shall be given.

### **8.0 COORDINATION OF WORK**

#### **8.1 Representative of Contractor**

The following principals of CONTRACTOR are hereby designated as being the principals and representatives of CONTRACTOR authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Nichole Cone-Morishita  
HdL COREN & CONE  
120 S. State College Blvd., Suite 200  
Brea, CA 92821

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of CONTRACTOR and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by CONTRACTOR without the express written approval of CITY.

#### **8.2 Contract Officer**

The Contract Officer shall be such person as may be designated by the City Manager of CITY. It shall be the CONTRACTOR'S responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and CONTRACTOR shall refer any decisions which must be made by CITY to the Contract Officer. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of CITY required hereunder to carry out the terms of this Agreement.

#### **8.3 Prohibition Against Subcontracting or Assignment**

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, CONTRACTOR shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of CITY. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of

creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

#### **8.4 Independent Contractor**

Neither CITY nor any of its employees shall have any control over the manner, mode or means by which CONTRACTOR, its agents or employees, perform the services required herein, except as otherwise set forth herein. CITY shall have no voice in the selection, discharge, supervision or control of CONTRACTOR'S employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. CONTRACTOR shall perform all services required herein as an independent CONTRACTOR of CITY and shall remain at all times as to CITY a wholly independent CONTRACTOR with only such obligations as are consistent with that role. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CITY. CITY shall not in any way or for any purpose become or be deemed to be a partner of CONTRACTOR in its business or otherwise or a joint venturer or a member of any joint enterprise with CONTRACTOR.

### **9.0 INSURANCE AND INDEMNIFICATION**

#### **9.1 Insurance**

CONTRACTOR shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to CITY, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability. Insurance including coverage for premises and operations, products and completed operations, personal and advertising injury, bodily injury and property damage, with a minimum policy limit of \$3,000,000 per occurrence and \$5,000,000 in the annual general aggregate (occurrence form). *A combination of primary, excess and umbrella limits are acceptable to satisfy minimum policy limit requirements.*

(b) Automotive. Insurance including coverage for all non-owned and hired automobiles used in the performance of this Agreement and with minimum limits of \$1,000,000 combined single limit each accident.

(c) Worker's Compensation. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the work or services contemplated in this Agreement.

(d) Errors and Omissions (Professional Liability). A policy of professional liability issuance written on a claims-made basis in an amount not less than \$1,000,000.

#### **9.2 General Requirements**

All of the above policies of insurance shall be primary insurance and shall name CITY, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against CITY, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said

insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to CITY. In the event any of said policies of insurance are cancelled, CONTRACTOR shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.0 to the Contract Officer. No work or services under this Agreement shall commence until the CONTRACTOR has provided CITY with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by CITY.

### **9.3 Indemnification**

CONTRACTOR agrees to indemnify CITY, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of CONTRACTOR, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of CONTRACTOR hereunder, or arising from CONTRACTOR'S negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of CITY, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of CITY, its officers, agents or employees, who are directly responsible to CITY.

### **9.4 Sufficiency of Insurer or Surety**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of CITY due to unique circumstances. In the event the Risk Manager of CITY ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, CONTRACTOR agrees that the minimum limits of the insurance policies and the performance bond required by this Section 9.0 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

## **10.0 RECORDS AND REPORTS**

### **10.1 Reports**

CONTRACTOR shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

### **10.2 Records**

CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following

completion of the services hereunder, and CITY shall have access to such records in the event any audit is required.

### **10.3 Non-Disclosure of Proprietary Information**

In performing its duties under this Agreement, CONTRACTOR will produce reports, technical information and other compilations of data to CITY. These reports, technical information and compilations of data are derived by CONTRACTOR using methodologies, formulae, programs, techniques and other processes designed and developed by CONTRACTOR at a substantial expense. CONTRACTOR'S reports, technical information, compilations of data, methodologies, formulae, software, programs, techniques and other processes designed and developed by CONTRACTOR shall be referred to as Proprietary Information. CONTRACTOR'S Proprietary Information is not generally known by the entities with which CONTRACTOR competes.

CONTRACTOR desires to protect its Proprietary Information. Accordingly, CITY agrees that neither it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will at any time during or after the term of this Agreement, directly or indirectly use any of CONTRACTOR'S Proprietary Information for any purpose not associated with CONTRACTOR'S activities. Further, CITY agrees that it nor any of its employees, agents, independent contractors or other persons or organizations over which it has control, will disseminate or disclose any of CONTRACTOR'S Proprietary Information to any person or organization not connected with CONTRACTOR, without the express written consent of CONTRACTOR. CITY also agrees that consistent with its obligations under the California Public Records Act and related disclosure laws, it will undertake all necessary and appropriate steps to maintain the proprietary nature of CONTRACTOR'S Proprietary Information.

Any use of the Proprietary Information or any other reports, records, documents or other materials prepared by CONTRACTOR hereunder for other projects and/or use of uncompleted documents without specific written authorization by CONTRACTOR will be at CITY's sole risk and without liability to CONTRACTOR, and CITY shall indemnify CONTRACTOR for all damages resulting therefrom.

### **10.4 Release of Documents Pursuant to Public Records Act**

Notwithstanding any other provision in this Agreement, all obligations relating to disclosure of Proprietary Information remain subject to the Freedom of Information Act or California Public Records Act, Cal. Gov't Code §§ 6250 et seq. (collectively, the "PRA"). The Parties intend that if CITY is served with a request for disclosure under the PRA, or any similar statute, CITY in good faith will make the determination as to whether the material is disclosable or exempt under the statute, and shall resist the disclosure of Proprietary Information which is exempt from disclosure to the extent allowable under the law. CITY shall advise CONTRACTOR in writing five (5) days prior to the intended disclosure of any decision to disclose Proprietary Information, and the reasons therefore, and if CONTRACTOR then timely advises CITY in writing that it objects to the disclosure, CITY shall not disclose the information. In such case, CONTRACTOR shall then be solely liable for defending the non-disclosure and shall indemnify and hold CITY harmless for such nondisclosure.

## **11.0 ENFORCEMENT OF AGREEMENT**

### **11.1 California Law**

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

### **11.2 Disputes**

In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit CITY's or CONTRACTOR'S right to terminate this Agreement without cause pursuant to Section 11.6.

### **11.3 Waiver**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### **11.4 Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

### **11.5 Legal Action**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

### **11.6 Termination Prior to Expiration of Term**

This Section shall govern any termination of this Agreement. The Parties reserve the right to terminate this Agreement at any time, with or without cause, upon forty-five (45) days' written notice to the non-terminating party, except that where termination is for cause, the Parties will comply with the dispute resolution process in Section 11.2. Upon issuance of

any notice of termination, CONTRACTOR shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. CONTRACTOR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 11.2.

#### **11.7 Attorneys' Fees**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **12.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### **12.1 Non-liability of CITY Officers and Employees**

No officer or employee of CITY shall be personally liable to CONTRACTOR, or any successor in interest, in the event of any default or breach by CITY or for any amount which may become due to CONTRACTOR or to its successor, or for breach of any obligation of the terms of this Agreement.

#### **12.2 Conflict of Interest**

No officer or employee of CITY shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### **12.3 Covenant Against Discrimination**

CONTRACTOR covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

### **13.0 MISCELLANEOUS PROVISIONS**

#### **13.1 Notice**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail addressed as follows:

CITY CITY OF LAKEWOOD  
5050 Clark Avenue  
Lakewood, CA 90712

CONTRACTOR: HdL COREN & CONE  
120 S. State College Blvd., Suite 200  
Brea, CA 92821

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### **13.2 Interpretation**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### **13.3 Integration; Amendment**

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

#### **13.4 Severability**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **13.5 Corporate Authority**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LAKEWOOD

\_\_\_\_\_  
City Manager

CONTRACTOR:  
HdL COREN & CONE  
A California Corporation

\_\_\_\_\_  
Nichole Cone-Morishita, CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT "A"**

### **SCHEDULE OF PERFORMANCE**

#### **TIMELINE FOR DELIVERABLES**

July/August	Data available for purchase from counties
September 30	Data available on HdLCC's web-based property tax application
September/October	Unsecured audits performed and forwarded to county assessor
October	Appeals quarterly updates emailed in counties where the data is available
October-February	Delivery of preliminary property tax reports
January	Appeals quarterly updates emailed in counties where the data is available
January/February	General Fund Budget Projections
April	Appeals quarterly updates emailed in counties where the data is available
April/May	Final Books – Addendums emailed to clients
July	Appeals quarterly updates emailed in counties where the data is available
Ongoing	Secured Audits – City Property sales reports City and Successor Agency mid-year budget reviews and budget projections Analytical work at the request of clients Monthly updates of database with property sale information

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approval of Agreement for Fire and Burglar Security Systems Monitoring and Maintenance Services with JMG Security Systems Inc.

### **INTRODUCTION**

The City is in need of the services of a company to monitor and maintain the fire and burglar systems currently installed at a number of city facilities. Staff has interviewed several local cities to seek recommendations on security and fire alarm vendors. In order to onboard a new security contractor in a timely manner, staff recommends piggybacking off an existing competitively bid contract and awarding a service provider agreement with JMG Security Inc. for the fire and security alarm system monitoring, maintenance, design and installation services.

### **STATEMENT OF FACT**

The City is in need of the services of a company to monitor and maintain the fire and burglar systems currently installed at a number of city facilities. Securitas Technology acquired Stanley Convergent Security Solutions, formerly Sonitrol, in 2022. Stanley had been installing the protection systems and providing the monitoring service for the City of Lakewood since 1998. The current agreement expires on June 30, 2024. Securitas has requested a five year extension on the contract, however, concerns about billing and high cost of panel upgrades has led staff to interview other cities about their experience with competitive security and fire alarm companies.

In order to quickly onboard a contractor and respond to our extensive fire and security needs, staff looked into piggybacking off a competitively bid contract from local agencies. The City's purchasing policy utilizes piggyback procurements, commonly known as cooperative agreements, to promote cost savings and administrative efficiencies. The purchasing policy states "If the purchasing officer determines it to be in the best interest of the City, the Purchasing Officer is authorized to "piggy-back" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state, or federal government agency." The City of Cerritos advertised an RFP for annual alarm system maintenance and monitoring for all of their city facilities in October of 2021. JMG Security offered the most competitive pricing and was selected as the service provider for Cerritos. Staff began negotiations with JMG Security to explore options to contract for their services.

JMG Security Inc. proposes to provide fire and security alarm system monitoring, maintenance, design and installation services in a cost-effective manner. As part of this transition between the security companies, JMG Security proposes to upgrade the equipment at several facilities. Specifically, their scope of work as part of the transition from Securitas to JMG Security is as

follows:

1. Monitor all existing fire alarm systems
2. Replace all systems currently being monitoring via phone lines with a cellular dialer (existing phone lines can be cancelled)
3. Provide fire testing service for all fire alarm systems
4. Provide a JMG system support agreement (maintenance agreement) for all fire alarm systems
5. Replace all Sonitrol proprietary intrusion and access systems with new DMP alarm and access systems.
6. Upgrade all systems for network monitoring with cellular backup
7. Upgrade all keypads to DMP touchscreen LCD keypads and add additional fob access to allow remote lock-down of City Hall.
8. Replace all Sonitrol audio sensors with Tritech motion detection
9. Provide web based/app based DMP virtual keypad for administration of all intrusion systems

The total labor and material cost for the conversion totals \$247,809. JMG Security Inc. will also provide experienced technicians and 24-hour monitoring for city facilities. For the comparable scope to Securitas current contract for maintenance and monitoring of similar equipment, JMG Security Inc. will charge a fee of \$7,533, for which we are currently paying Securitas a fee of \$8,292.74. Staff has also included video verification for approximately 200 additional Backstreet cameras that were not previously monitored by Securitas for an additional \$2,670 resulting in a total monthly maintenance and monitoring cost of \$10,203. This will allow JMG the capability of video verification in the event of intrusion alarms to assess the cause of the alarm at citywide non-monitored facilities.

The cost to purchase the equipment and installation before the end of the fiscal year is estimated at \$247,809, which exceeds available funding. Unencumbered, available funds in the FY 2024/2025 budget are as follows:

10109922-58800-70006	\$ 46,113
10106300-51060	\$ 92,000
10106400-51060	<u>\$ 92,000</u>
	\$230,113


An additional \$30,000 is requested in 10109922-58800-70006 to allow for the purchase and include a contingency of \$12,304.

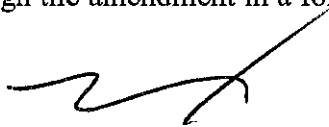
## **RECOMMENDATIONS**

Staff recommends that the City Council:

1. Authorize an appropriation of \$17,696 from the General Fund, plus a contingency of \$12,304 from the General Fund, for a total of \$30,000 to the account 10109922-58800-70006.

2. Approve the Monitoring and Maintenance agreement for fire and burglar security systems with JMG Security Inc., commencing June 11, 2024, and ending June 30, 2025, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

# EXHIBIT C: CITY-OWNED SECURITY/FIRE

Fire Alarm	New Labor and Equipment		Battery Replacement and Initial Takeover		Labor		Equipment		Total	
	Site/Location	Cellular Dialer								
	City Hall	\$ 980.00	\$ 2,655.00		\$ 2,940.00	\$ 695.00	\$ 3,635.00		\$ 3,635.00	
	Centre	\$ 980.00	\$ 2,655.00		\$ 2,940.00	\$ 695.00	\$ 3,635.00		\$ 3,635.00	
	Nixon	NA	NA							
	Arbor Yard	\$ 980.00	\$ 1,115.00		\$ 1,080.00	\$ 615.00	\$ 2,295.00		\$ 2,295.00	
	Biscailuz	NA	NA							
	Bloomfield Park	NA	NA							
	Bolivar Park	NA	NA							
	Boyer	\$ 980.00	\$ 885.00		\$ 1,280.00	\$ 585.00	\$ 1,865.00		\$ 1,865.00	
	Burns	\$ 980.00	\$ 1,115.00		\$ 1,080.00	\$ 615.00	\$ 2,295.00		\$ 2,295.00	
	Dell Valle	NA	NA							
	Mayfair	\$ 980.00	\$ 885.00		\$ 1,280.00	\$ 585.00	\$ 1,865.00		\$ 1,865.00	
	Monte Verde Park	\$ 980.00	\$ 885.00		\$ 1,280.00	\$ 585.00	\$ 1,865.00		\$ 1,865.00	
	Palms	\$ 980.00	\$ 885.00		\$ 1,280.00	\$ 585.00	\$ 1,865.00		\$ 1,865.00	
	San Martin	NA	NA							
	Weingart	\$ 980.00	\$ 1,115.00		\$ 1,080.00	\$ 615.00	\$ 2,295.00		\$ 2,295.00	
	Youth Center	\$ 980.00	\$ 885.00		\$ 1,280.00	\$ 585.00	\$ 1,865.00		\$ 1,865.00	
	McCormick Pool	NA	NA							
		\$ 9,800.00	\$ 13,680.00		\$ 17,320.00	\$ 6,160.00	\$ 23,480.00		\$ 23,480.00	

Burglar Alarm Intrusion	New Labor and Equipment		System Upgrade/Conversion		Labor		Equipment		Total	
	Site/Location									
	City Hall	\$ 16,335.00	Panic Buttons		\$ 9,844.00	\$ 6,491.00	\$ 16,335.00		\$ 16,335.00	
	Centre	\$ 14,562.00	Panic Buttons		\$ 9,777.00	\$ 4,985.00	\$ 14,562.00		\$ 14,562.00	
	Nixon Yard Building A	\$ 6,024.00			\$ 4,454.00	\$ 1,570.00	\$ 6,024.00		\$ 6,024.00	
	Nixon Yard Building B	\$ 4,536.00			\$ 3,561.00	\$ 975.00	\$ 4,536.00		\$ 4,536.00	
	Nixon Yard Gate and B	\$ 10,396.00			\$ 7,077.00	\$ 3,319.00	\$ 10,396.00		\$ 10,396.00	
	Nixon Yard - Bldg C	\$ 3,997.00			\$ 3,238.00	\$ 759.00	\$ 3,997.00		\$ 3,997.00	
	Arbor Yard	\$ 12,597.00			\$ 9,359.00	\$ 4,199.00	\$ 12,597.00		\$ 12,597.00	
	Biscailuz	\$ 3,731.00			\$ 3,079.00	\$ 654.00	\$ 3,731.00		\$ 3,731.00	
	Bloomfield Park	\$ 5,458.00			\$ 4,130.00	\$ 1,348.00	\$ 5,458.00		\$ 5,458.00	
	Bolivar Park	\$ 3,760.00			\$ 3,056.00	\$ 644.00	\$ 3,760.00		\$ 3,760.00	
	Boyer	\$ 6,157.00			\$ 4,514.00	\$ 1,623.00	\$ 6,157.00		\$ 6,157.00	
	Burns	\$ 7,714.00			\$ 5,468.00	\$ 2,246.00	\$ 7,714.00		\$ 7,714.00	
	Dell Valle	\$ 4,233.00			\$ 3,379.00	\$ 854.00	\$ 4,233.00		\$ 4,233.00	
	Mayfair	\$ 7,085.00			\$ 5,091.00	\$ 1,994.00	\$ 7,085.00		\$ 7,085.00	
	Monte Verde Park	\$ 5,048.00			\$ 3,888.00	\$ 1,160.00	\$ 5,048.00		\$ 5,048.00	
	Palms	\$ 5,908.00			\$ 4,141.00	\$ 1,767.00	\$ 5,908.00		\$ 5,908.00	
	San Martin	\$ 4,199.00			\$ 3,359.00	\$ 840.00	\$ 4,199.00		\$ 4,199.00	
	Weingart	\$ 5,430.00			\$ 5,727.00	\$ (287.00)	\$ 5,430.00		\$ 5,430.00	
	Youth Center	\$ 6,814.00			\$ 4,928.00	\$ 1,886.00	\$ 6,814.00		\$ 6,814.00	
	McCormick Pool	\$ 7,739.00			\$ 5,483.00	\$ 2,256.00	\$ 7,739.00		\$ 7,739.00	
		\$ 141,310.00			\$ 107,422.00	\$ 38,908.00	\$ 141,330.00		\$ 141,330.00	

Camera Video Verification	New Labor and Equipment		Alarm Video Verification Hardware Install		Labor		Equipment		Total	
	Site/Location									
	City Hall	\$ 4,620.00			\$ 840.00	\$ 3,780.00	\$ 4,620.00		\$ 4,620.00	
	Centre	\$ 4,620.00			\$ 840.00	\$ 3,780.00	\$ 4,620.00		\$ 4,620.00	
	Nixon Yard Camera**	\$ 4,620.00			\$ 840.00	\$ 3,780.00	\$ 4,620.00		\$ 4,620.00	
	Arbor Yard	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Biscailuz	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Bloomfield Park	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Bolivar Park	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Boyer	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Burns	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Dell Valle	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Mayfair	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Monte Verde Park	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Palms	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	San Martin	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Weingart	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	Youth Center	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
	McCormick Pool	\$ 1,990.00			\$ 840.00	\$ 1,150.00	\$ 1,990.00		\$ 1,990.00	
									\$ 41,710.00	

\*\*Add to confirm thermal video monitoring is compatible with RKS central station for monitoring.

New City Hall Access Control	New Labor and Equipment**									

Monthly Maintenance and Monthly Cost			Fire Alarm		Fire Alarm System Support		Cellular Mo. Fee		Total	
	Site/Location	Fire Alarm Monthly	Taxline	Agreement						
	City Hall	45	\$ 115.00	\$ 483.00			\$ 30.00	\$ 673.00		
	Centre	45	\$ 111.00	\$ 412.00			\$ 30.00	\$ 598.00		
	Nixon							\$ -		
	Arbor Yard	45	\$ 54.00	\$ 133.00			\$ 30.00	\$ 262.00		
	Biscailuz							\$ -		
	Bloomfield Park							\$ -		
	Bolivar Park							\$ -		
	Boyer	45	\$ 35.00	\$ 97.00			\$ 30.00	\$ 207.00		
	Burns	45	\$ 71.00	\$ 156.00			\$ 30.00	\$ 302.00		
	Dell Valle							\$ -		
	Mayfair	45	\$ 47.00	\$ 163.00			\$ 30.00	\$ 285.00		
	Monte Verde Park	45	\$ 30.00	\$ 110.00			\$ 30.00	\$ 215.00		
	Palms	45	\$ 64.00	\$ 144.00			\$ 30.00	\$ 289.00		
	San Martin							\$ -		
	Weingart	45	\$ 39.00	\$ 287.00			\$ 30.00	\$ 401.00		
	Youth Center	45	\$ 59.00	\$ 194.00			\$ 30.00	\$ 298.00		
	McCormick Pool							\$ -		
		450	\$ 625.00	\$ 2,149.00			\$ 300.00	\$ 9,534.00		

Monthly Maintenance and Monthly Cost	Intrusion Monitoring		Cell Backup	Virtual Keypad App	System Support Agreement	Total
Site/Location						
City Hall	\$ 35.00	\$ 15.00	\$ 90.00	\$ 248.00	\$ 388.00	
Centre	\$ 35.00	\$ 15.00	\$ 45.00	\$ 177.00	\$ 212.00	
Nixon Yard Building A	\$ 35.00	\$ 15.00	\$ 10.00	\$ 65.00	\$ 125.00	
Nixon Yard Building B	\$ 35.00	\$ 15.00	\$ 10.00	\$ 55.00	\$ 115.00	
Nixon Yard Gate and D	\$ 35.00	\$ 15.00	\$ 35.00	\$ 144.00	\$ 229.00	
Nixon Yard - Bldg C	\$ 35.00	\$ 15.00	\$ 10.00	\$ 49.00	\$ 109.00	
Arbor Yard	\$ 35.00	\$ 15.00	\$ 10.00	\$ 163.00	\$ 233.00	
Biscailuz	\$ 35.00	\$ 15.00	\$ 10.00	\$ 48.00	\$ 108.00	
Bloomfield Park	\$ 35.00	\$ 15.00	\$ 10.00	\$ 69.00	\$ 129.00	
Bolivar Park	\$ 35.00	\$ 15.00	\$ 10.00	\$ 48.00	\$ 108.00	
Boyer	\$ 35.00	\$ 15.00	\$ 10.00	\$ 85.00	\$ 145.00	
Burns	\$ 35.00	\$ 15.00	\$ 10.00	\$ 97.00	\$ 157.00	
Dell Valle	\$ 35.00	\$ 15.00	\$ 10.00	\$ 50.00	\$ 110.00	
Mayfair	\$ 35.00	\$ 15.00	\$ 10.00	\$ 93.00	\$ 153.00	
Monte Verde Park	\$ 35.00	\$ 15.00	\$ 10.00	\$ 65.00	\$ 125.00	
Palms	\$ 35.00	\$ 15.00	\$ 10.00	\$ 70.00	\$ 150.00	
San Martin	\$ 35.00	\$ 15.00	\$ 10.00	\$ 54.00	\$ 114.00	
Wentgrove	\$ 35.00	\$ 15.00	\$ 10.00	\$ 69.00	\$ 129.00	
Yours Center	\$ 35.00	\$ 15.00	\$ 25.00	\$ 93.00	\$ 158.00	
McCormick Pool	\$ 35.00	\$ 15.00	\$ 40.00	\$ 94.00	\$ 184.00	
Monthly Total	\$ 900.00	\$ 380.00	\$ 145.00	\$ 1,151.00	\$ 3,476.00	

**AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF LAKEWOOD AND JMG SECURITY SYSTEMS, INC.**

THIS AGREEMENT, made and entered into on 11<sup>TH</sup> OF JUNE, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "City," and JMG SECURITY SYSTEMS sometimes hereinafter referred to as PROVIDER.

**W I T N E S S E T H:**

WHEREAS, the City desires to retain the PROVIDER for the fire and security alarm system monitoring, maintenance, design and installation services, in connection with the work hereafter described; and said JMG Security Systems Inc. is desirous of providing said services;

WHEREAS, the PROVIDER has the necessary skills and qualifications and licenses required by law to perform the TYPE OF services required under this Agreement in connection with said project; and

WHEREAS, the City Council at a regular meeting held on June 11, 2024 authorized the Mayor and the City Clerk to enter into this Agreement; and

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

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:
  - A. Provider shall mean:  
JMG Security Systems, Inc.  
17150 Newhope St., Ste.109  
Fountain Valley, CA 92708  
Phone: 800-900-4564  
Fax: 714-545-0352  
E-Mail: [greg.greenfield@jmgsecurity.com](mailto:greg.greenfield@jmgsecurity.com)
  - B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - E. Services. Services shall mean the fire and security alarm system monitoring, maintenance, design and installation services to be performed by the PROVIDER pursuant to this Agreement.

2. SCOPE OF SERVICES. PROVIDER agrees to provide to the CITY at its own cost and expense, when requested by CITY those services set forth on Exhibit A, Commercial Security/Fire Alarm Agreement, Schedule of Protection and Attachments, attached hereto and made a part hereof. Upon specific and separate authorization by the City, the PROVIDER agrees to prepare plans and specifications for additional life safety/systems improvements and/or installations, with scope of work and fee based on project-specific written proposals. Budgeted projects where the fee is less than \$20,000 may be authorized by the City Manager. Budgeted projects where the fee exceeds \$20,000 will require written approval by the City Council.

3. EXCLUSION FROM SCOPE OF SERVICES. It is agreed by and between the parties hereto that the services to be provided by the PROVIDER under this agreement do not include: any exclusions listed in Exhibit A or in the project-specific proposal.

4. PAYMENT. CITY agrees to pay PROVIDER for all services actually rendered under the Scope Of Services at a rate determined by the fee schedule in Exhibit B, attached hereto and made a part hereof.. Compensation shall be paid on a quarterly basis. PROVIDER shall submit all invoices to the Director of Public Works for approval prior to authorization of payment.

5. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The PROVIDER agrees that he will diligently and reasonably pursue the performance of the services required by him by this agreement.

6. TERM. This Agreement shall commence June 11, 2024 and terminate June 30, 2025 and may be renewed by CITY with the concurrence of PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided.

7. TERMINATION. The City may terminate this Agreement at any time by giving the PROVIDER at least thirty days prior written notice. In the event of termination, the City shall pay the PROVIDER the total value of the maintenance and monitoring services and equipment of the PROVIDER to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. No equipment or devices shall be modified or removed from city property without written consent of City.

8. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the City.

9. OWNERSHIP OF DOCUMENTS. It is further agreed by and between the parties hereto that the CITY has full and complete and absolute title to all plans, drawings, reports, and other documents supplied by CITY to PROVIDER during the course of this Agreement, or prepared by PROVIDER for CITY during the course of this Agreement.

10. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that PROVIDER has been retained as an independent contractor as distinguished from an employee or agent of the City to perform the aforementioned services. PROVIDER acknowledges the independent contractual relationship and releases the City from any liability or obligation to make deductions or withhold for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood that no officer, agent or employee of PROVIDER shall have any City status or benefit, including health, retirement and workers' compensation benefits.

PROVIDER acknowledges his independent contractor's status in performing said services, and agrees to bear the risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon PROVIDER pursuant to this Agreement occurring while PROVIDER is physically present on City property, and does hereby release CITY, its officers and personnel from any liability to PROVIDER for any loss or damage thereby incurred while PROVIDER is physically present on City property, except where said loss or damage was caused by CITY.

PROVIDER certifies that he is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and he certified that he will comply with such provisions before commencing the performance of the work of this Agreement. In the performance of this agreement, PROVIDER shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

11. LIABILITY AND INDEMNIFICATION. PROVIDER shall indemnify the City, its officers, employees and consultants, from any claims, losses, damages, costs or expenses to the extent that such claims, losses, damages, costs or expenses arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the PROVIDER, its employees, consultants, or agents. The PROVIDER at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which shall evidence the fact that the PROVIDER has in full force and effect a comprehensive personal injury and property damage policy protecting the PROVIDER and the City from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000; (general aggregate) \$2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000.

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof, unless canceled for non-payment, then ten (10) days notice shall be given and shall name the City as an additional insured.

- Worker's compensation- Statutory Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof and shall name the City as an additional insured.

12. ASSUMPTION OF RISK. PROVIDER does hereby assume all risks to himself, his personnel, subcontractors and agents, and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by PROVIDER and said PROVIDER further releases CITY, its officers and employees, from any liability therefor.

13. PREVAILING RATE OF WAGES. The Director of Public Works at the direction of CITY Council will obtain from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality at the time of any installation work that is to be performed under this Agreement, for each craft, classification or type or workers needed to carry out this agreement. In that regard, pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workers employed. Copies of the prevailing rate of per diem wages are on file at the Public Works office, City Hall, and are available to any interested party on request. Referenced hereto and made a part hereof as though set forth in full are rates applicable to this agreement, and the contractors employed by PROVIDER shall pay not less than the minimum thereof.

14. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind CITY to any course of conduct other than its obligation hereunder to pay PROVIDER for said services rendered. It is understood CITY reserves complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it, or submitted by said PROVIDER. It is further understood that acceptance herein by CITY of any design, plan, specification or recommendation of PROVIDER shall be for the purpose of compensating PROVIDER only, and shall not be binding on CITY as to any other further course of action. CITY reserves the complete right to authorize additional, other or independent PROVIDER services or studies, and it is agreed that PROVIDER does not have any exclusive rights to said services from CITY.

15. SAFETY PROGRAM. PROVIDER shall be solely responsible for the safety of his employees. PROVIDER shall develop and maintain an Injury and Illness Protection Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." PROVIDER shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. PROVIDER shall maintain all OSHA 300 logs and records, and make them available for inspection upon request by the City.

16. NOTICE. Any notice required to be given hereunder shall be deemed to have

been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

**TO CITY:**

City of Lakewood  
5050 Clark Avenue  
P.O. Box 158  
Lakewood, California 90712

**TO PROVIDER:**

JMG Security Systems, Inc.  
17150 Newhope St., Ste.109  
Fountain Valley, CA 92708

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

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
PROVIDER

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

**JMG SECURITY SYSTEMS, INC.**  
**Commercial Security / Fire Alarm System Agreement**

This Agreement is made this 20th day of May, 2024, by and between JMG SECURITY SYSTEMS, INC., a California corporation, located at 17150 Newhope Street, Suite 109, in the city of Fountain Valley, CA 92708, hereinafter referred to as "JMG" and:

CLIENT: The City of Lakewood (Master Agreement)

SITE ADDRESS: 5050 Clark Avenue, Lakewood, CA 90712

BILLING NAME/ADDRESS: SAME

**1. THIS AGREEMENT PROVIDES FOR THE FOLLOWING TYPE OF SYSTEM AS DESCRIBED ON THE ATTACHED SCHEDULE(S) OF PROTECTION:**

☒ Intrusion Alarm    ☒ Fire Alarm    ☒ Video Surveillance    ☒ Access Control    ☒ Video Monitoring Services

**JMG will:**

- 1.1 ☒ **Sell** and install the equipment listed on the attached Schedule(s) of Protection, for the installation fee below, and on any addendums, **which will be owned by the Client** upon payment of the installation fee in full,
- 1.2 ☐ **Install**, for an installation fee, the equipment listed on the attached Schedule(s) of Protection, **which will remain the sole property of JMG** and be provided for the Clients use for a monthly fee;
- 1.3 ☐ **Transfer**, for a fee, system and services as listed on the attached Schedule(s) of Protection, for the Client-owned system to the new owner or tenant for a monthly fee;
- 1.4 ☐ **Transfer**, for a fee, the use of the existing JMG owned equipment as listed on the attached Schedule of Protection, to the new owner or tenant for a monthly fee;
- 1.5 ☒ **Connect to and monitor**, for a fee, the existing Client-owned equipment as listed on the attached Schedule of Protection;
- 1.6 ☐ **Renewal** of existing service/monitoring of Client-owned system installed as listed on the attached Schedule of Protection;
- 1.7 ☐ **Renewal** of existing service/monitoring of JMG owned system as installed as listed on the attached Schedule of Protection;
- 1.8 ☐ **Service**, for a fee, the Client-owned system listed on the attached Schedule(s) of Protection;

**CLIENT ACKNOWLEDGES THAT: (a) THE SYSTEM SHALL CONSIST ONLY OF THE EQUIPMENT DESCRIBED ON THE ATTACHED SCHEDULE(S) OF PROTECTION AND INSTALLED AT THE LOCATION INDICATED; (b) JMG HAS DESCRIBED THE FULL RANGE OF PRODUCTS AND SERVICES AVAILABLE TO CLIENT; (c) THE BURGLAR ALARM SYSTEM IS DESIGNED TO DETECT ENTRY OR INTRUSION ONLY THROUGH THOSE OPENINGS AND/OR AREAS COVERED BY THE SYSTEM.**

**2. SYSTEM SERVICES/ATTACHMENTS:**

<input checked="" type="checkbox"/> Alarm System Monitoring	<input checked="" type="checkbox"/> Cellular/Network/AES Mesh Radio	<input checked="" type="checkbox"/> Fire Testing per NFPA Standards
<input type="checkbox"/> Maintenance of JMG owned equipment	<input checked="" type="checkbox"/> System Support Agreement (SSA)	<input type="checkbox"/> Central Station Call List
<input type="checkbox"/> Alarm Response Service	<input type="checkbox"/> Open / Close Reporting	<input checked="" type="checkbox"/> Video Monitoring Services
<input type="checkbox"/> Software Support (CCTV)	<input type="checkbox"/> Software Support (Access Control)	<input type="checkbox"/> Cloud Services



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## JMG SECURITY SYSTEMS, INC. Commercial Security / Fire Alarm System Agreement

### 3. INSTALLATION DATES:

Approximate start date: TBD Approximate completion date: TBD

Starting the installation of wiring and/or delivery of equipment shall constitute substantial commencement of the work to be performed. Upon completion of the system JMG will instruct the Client in the use of the system.

### 4. PRICE, PAYMENT AND TERM:

DEPOSIT: (Due prior to commencement of installation) _____	\$ <u>83,905.00</u>
BALANCE - BILLABLE PROGRESSIVELY UPON COMPLETION OF WORK	\$ <u>83,905.00</u>
TOTAL SALES - INSTALLATION PRICE:	\$ <u>167,810.00</u>

**4.1 FOR SERVICES AS INDICATED IN SECTIONS 1 AND 2:** Client will pay JMG \$ 3,392 per month for monitoring and \$ 4,495 per month for System Support Agreement (SSA) payable quarterly in advance on the first day of the month following completion of the system, together with the pro-rated fee for the month in which service begins.

**4.2 TERM:** The original or renewal term of this Agreement is five (5) years from the date completed, transfer or monitoring is effective, or renewal date, and will automatically continue for successive two (2) year terms unless canceled by either the Client or JMG in writing at least thirty days before the end of the original term or any renewal term.

**4.3 INCREASE IN MONTHLY RATE:** JMG shall have the right, at any time, to increase the monthly or annual fee to reflect any additional or increased taxes, licenses, permits, fees or charges (including monitoring fees) which may be charged to JMG by any utility, governmental agency or service subcontractor relating to the installation of the system or the monthly services and Client agrees to pay the same. In addition, JMG shall have the right annually to increase the monthly fee by giving Client thirty (30) days notice in advance.

**4.4 THIRD PARTY FEES:** It is agreed and understood that if Client requires JMG to utilize, at a cost or fee to JMG, the services of a third-party vendor of Client; i.e. payment portal, safety program requirements, insurance compliance, service requests, etc., and that such fees are not specifically noted in the JMG/Client agreement, Client agrees that such fees are to be reimbursed by Client to JMG

**5. LIMITED WARRANTY:** JMG's sole and exclusive obligation to Client shall be to replace any worn or defective parts and to repair the Client-owned System for a period of one (1) year from date of installation. JMG makes no other express or implied warranty concerning the Client-owned System to Client, and all implied warranties, including but not limited to, the warranty of fitness for a particular purpose and the implied warranty of merchantability are expressly revoked. The client is responsible for the on-going support and maintenance of the base operating system server and all client workstations. This includes all Windows updates and virus protection following manufacturer guidelines. JMG does not warrant that the system cannot be compromised or that it will always operate. This warranty does not cover repairs that arise as a result of any accidental or intentional damage caused to the Client-owned System. Failure to properly follow JMG's instructions concerning operation of the Client-owned System, adjustments to the Client-owned System which are necessitated by changes, improper adjustments by someone other than JMG or any attempted repair, modifications to the Client-owned System by someone other than JMG, or transfer of monitoring services to any company other than JMG shall terminate all of JMG's obligations pursuant to this warranty and the warranty shall be deemed void and have no further force or effect. JMG shall not be deemed liable for any incidental or consequential damages to Client. Client acknowledges that in the absence of any System Support Agreement (SSA) attached to this Agreement the terms contained in this paragraph constitute the sole and exclusive warranty obligation of JMG to Client hereunder.

**6. INSTALLATION OF THE SYSTEM:** Client will permit JMG to install the system during JMG's normal business hours and Client will give JMG uninterrupted access to premises. Client warrants that Client has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the system under all conditions set forth therein. Client has approved the location of where all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten minutes. Client will provide 110v electrical service, including non-switched electrical outlets for the system's transformers and other electrical needs. Client will make any repairs to the premises (such as fixing loose doors or broken windows) that JMG deems reasonably necessary to facilitate the installation and operation of the system. Client will provide the proper environment for the system as JMG may reasonably request.

**JMG SECURITY SYSTEMS, INC.**  
**Commercial Security / Fire Alarm System Agreement**

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JMG is not responsible if the installation is delayed because of bad weather, labor disputes, equipment availability, acts of God or other reasons beyond JMG's control. Client has the affirmative duty to inform JMG, prior to the beginning of installation, of every location at the premises where JMG should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, JMG will determine where to drill holes and place equipment. JMG will take reasonable precautions to avoid concealed obstructions, but cannot determine with certainty if they exist. Any cost to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling floors or furnishings shall be Client's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, JMG will cease work until Client has, at Client's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to JMG's personnel. In no case shall JMG be liable for discovery or exposure of hidden asbestos or other hazardous material. After JMG completes the system, Client and JMG's representative will inspect it. If something is missing or not properly installed, Client will notify JMG in writing within ten (10) days. Otherwise the system will have been accepted by Client.

**6.1 MONITORING OF THE SYSTEM:** It is further agreed and understood that JMG SECURITY SYSTEMS will not begin the monitoring of any system without this executed JMG SECURITY SYSTEMS' Commercial Security/Fire Alarm Agreement. JMG will accept no liability or responsibility for losses, damages or for reimbursement of fees or penalties assessed by any municipalities as a result of the non-monitoring of the system or failure of the system to pass its certificate of occupancy requirements which resulted from the failure to have an executed agreement on file.

**7. TRANSMISSION LINES/SERVICES:** The Alarm system includes a communicator that sends signals to the Monitoring Center over Client's regular telephone service, network lines or any other method of communication. If Client's network, internet service, cell or telephone is down or out of service, placed on vacation or otherwise not working, signals cannot be transmitted and JMG will not know of the transmission service problem. Client acknowledges that back-up cellular, network, or mesh radio service and other manners of communication are available for a fee.

If transmission will utilize a regular telephone line, Client will pay for all transmission charges including any installation fees and/or monthly services charged by the telephone company for a special jack to connect the alarm system to Client's telephone service unless such jack is listed on the Schedule of Protection to be installed by JMG. For systems transmitting via phone lines JMG requires the use of an RJ38X telephone jack or equivalent jack to give the system priority over other telephones at Client's premises. However, when the Alarm system is activated Client will be temporarily unable to use the alarm telephone line to make other calls.

**8. TELEPHONE LINE ENHANCEMENTS:** Any enhancements to your telephone or transmission service, such as internet access, DSL broadband or Voice over Internet Protocol (VoIP) may interfere with the signals sent by the System to the central station. VoIP will not work without electrical power and may interfere with your ability to call 911. You shall immediately notify us of any change whatsoever to your telephone service and shall request and inspection to test the system to make sure that the System is operational and properly transmitting signals.

**9. FALSE ALARMS AND TESTING:** Client agrees that Client and others using the system will use it carefully to avoid causing false alarms. False alarms can be caused by, environmental disturbances, severe weather or other forces beyond JMG's control. If JMG receives too many false alarms JMG may cancel this Agreement and discontinue monitoring and service. If a false alarm fine or penalty is charged by any governmental agency, Client will pay for the charge.

Client understands that system may include wireless devices which are battery powered and may fail to operate when activated as the result of weakened or dead batteries. JMG can accept no responsibility for such malfunctions. Batteries will be replaced by Client or JMG upon Client's request.

Client will instruct all persons who may use the system on its proper use. Client will turn off, control or remove all things such as air conditioning systems, heaters, and other devices that might interfere with the system when they are turned on. Client will test the Alarm system's protective devices and send test signals to the Monitoring Center in accordance with JMG's instructions at least monthly. If a problem in the system occurs, Client will notify JMG immediately. Client will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system.

**10. REPAIR SERVICE:**

**10.1 JMG OWNED SYSTEM:** All repairs necessitated by ordinary wear and tear (excluding batteries) shall be at JMG's expense and shall be performed as soon as reasonably possible after the receipt of the request for service by Client. All other repairs, including those caused by Client's misuse of the system, accident, and Acts of God shall be at Client's expense pursuant to JMG's then prevailing rates. Labor charges shall be for a minimum of one (1) hour for each visit to Client's premises.



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## JMG SECURITY SYSTEMS, INC. Commercial Security / Fire Alarm System Agreement

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**10.2 CLIENT-OWNED SYSTEM:** At the end of the one (1) year limited warranty, unless a System Support Agreement (SSA) has been purchased, JMG will continue to repair the system on a time and material basis. Client will pay JMG's standard parts and labor charges for all repair calls. There will be a one-hour minimum visit charge for each repair call. Payment of charges for repair service shall be due upon completion of the work.

**10.3 HOW TO OBTAIN SERVICE:** Call, write, fax or e-mail JMG and describe the problem(s) with the system. JMG will provide service as soon as possible during JMG's normal business hours, which are Monday thru Friday from 8:00 a.m. to 5:30 p.m. except holidays JMG observes. Someone must be on site at the time JMG visits client's premises. JMG will provide 24-hour emergency service if required or requested.

**11. SUSPENSION OR CANCELLATION OF THIS AGREEMENT – LATE FEES;** Client understands that JMG may stop or suspend monitoring and repair service if; (a) Strikes, severe weather, earthquakes or other such events beyond JMG's control affect the operation of the Monitoring Center or so severely damage Client's premises that continuing service would be impractical, (b) There is an interruption or unavailability of the telephone service between the system and the Monitoring Center, (c) Client does not pay the service or installation charge(s) due to JMG. If Client fails to make payment as provided herein, the entire amount due under this Agreement for the balance of the Agreement shall become immediately due and payable. JMG may charge a re-connection fee if service is suspended for non-payment. (d) JMG is unable to provide service because of some action or ruling by any governmental authority, (e) Client becomes a debtor in a bankruptcy proceeding. In any case, all accounts not paid within thirty (30) days of the date of invoicing may incur a monthly service charge up to a maximum of 18% APR or 1.5% monthly. If service is cancelled or terminated for any reason, Client will permit JMG to enter Client's premises to disconnect Client's Client-owned System from JMG's monitoring equipment and remove JMG's signs and decals from Client's premises, or remove all or any portion of the JMG owned system. Client understands that the alarm system may not work with equipment used by other alarm companies or monitoring centers. JMG is not responsible for repairs to Client's premises due to the removal of the alarm system.

JMG reserves the right to refuse service to any one at any time if it is deemed by JMG management that the client or any of their agents, tenants or representatives is acting in an unprofessional manner toward any JMG personnel, agents, sub-contractors or representatives.

**12. TITLE TO JMG OWNED SYSTEM:** Client acknowledges and agrees that for a JMG owned system, this Agreement is a service Agreement only and **the entire system shall at all times remain the sole property of JMG.** Client will not damage, or dispose of the system or permit the system to be damaged, or removed from the premises, tampered with or repaired by anyone but JMG's service personnel. In the event of loss or damage to the system or any part thereof, Client agrees to pay JMG for the system's reasonable cost of replacement or repair as the case may be. At the expiration of this Agreement or in the event of Client's default, Client authorizes JMG to enter upon Client's premises and to remove all or any portion of the system. JMG may elect to abandon all or any portion of the system. Removal of the system shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, and for recovery of JMG's loss of profit for any unexpired term of this Agreement. Client will return the system to JMG in good condition, reasonable wear and tear excepted. Client agrees that installation of the system does not create a fixture to Client's premises. In the event the client is not the owner of the premises, Client warrants that Client has obtained the written consent of the owner for the installation and removal of the system.

**13. ASSIGNEES AND SUBCONTRACTORS:** JMG may transfer or assign this Agreement to any other company. Client may not transfer this Agreement to someone else (including someone who purchases or rents Client's premises) unless JMG approves the transfer. It is further agreed and understood that JMG may subcontract its monitoring services and may utilize subcontractors for installation, service, repair and alarm response. This Agreement and particularly paragraphs 14, 15, and 16 shall apply to the work or services they provide, and shall apply to them and protect JMG's assignees and subcontractors in the same manner as it applies to and protects JMG.

**JMG SECURITY SYSTEMS, INC.**  
**Commercial Security / Fire Alarm System Agreement**

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**14. JMG IS NOT AN INSURER; liquidated damages; limitation of liability:** Client understands that (a) JMG is not an insurer of Client's property or the personal safety of persons in Client's premises; (b) Client will provide any insurance on Client's premises, its contents and any life or health insurance; (c) the amount Client pays to JMG is based only on the value of the services JMG provides and not on the value of Client's premises or its contents; (d) security systems or monitoring service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of Client's property that might be lost, stolen or destroyed, or the economic or other damages Client might suffer, if the system, equipment or JMG's services fail to operate properly; (f) It is difficult to determine how fast the police or fire department or others would respond to notification of an alarm signal; (g) it is difficult to determine what portion, if any, or any property loss, personal injury or death would be proximately caused by JMG's failure to perform, JMG's negligence, or a failure of the system.

**THEREFORE CLIENT AGREES:**

Even if a court decides that a failure of the system, or JMG's negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to Client or anyone in Client's premises, Client agrees that JMG's liability shall be limited to the lesser of \$250.00 or six times the monthly service and monitoring fee as liquidated damages and not as a penalty, and this shall be Client's only remedy regardless of what legal theory (including without limitation, breach of contract, negligence, products liability or breach of warranty) is used to determine that JMG was liable for the injury or loss.

**CLIENT MAY OBTAIN A HIGHER LIMITATION OF LIABILITY:** If Client wishes, Client may obtain from JMG a higher limitation of liability for an additional periodic charge. If Client elects this option, JMG will attach a rider to this Agreement, which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that JMG is an insurer.

**15. THIRD PARTY INDEMNIFICATION:** If anyone other than Client asks JMG to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) JMG's breach of this Agreement or a failure of the system or services, (ii) JMG's negligence, (iii) any other improper or careless activity of JMG's in providing the system or services or (iv) a claim for indemnification or contribution, Client will pay JMG (a) any amount which a court orders JMG to pay or which JMG reasonably agrees to pay, and (b) the amount of JMG's reasonable attorney's fees and any other loss or costs that JMG may pay in connection with the harm or damages. Client's obligation to pay JMG for such harm or damages shall not apply if the harm or damages happens while one of JMG's employees or subcontractors is in or about Client's premises, and such harm or damages is solely caused by that employee or subcontractor.

**16. SUBROGATION:** To the extent permitted by Client's insurance coverage, Client releases, discharges and agrees to hold JMG harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Client's premises whether said claims are made by Client, its agents or insurance company or other parties claiming under or through Client. Client agrees to defend and hold JMG harmless from, and indemnify JMG against, any action or subrogation which may be brought against JMG by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. Client shall notify his insurance carrier of the terms of this provision.

**17. JURISDICTION AND VENUE:** The exclusive jurisdiction for any action or proceeding relating to enforcement of this Agreement, or relief arising from this Agreement or the relationship between JMG and Client, shall be in the Superior Court of Orange County, CA, and at no other place, and Client expressly consents to personal jurisdiction in said court.

**18. JMG'S LICENSES:** Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, California 95814. Contractors are required by law to be licensed and regulated by the Contractors State License board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the alleged violation. Any questions concerning a contractor may be referred to the registrar. Contractors' State License Board, P.O. Box 26000, Sacramento, California, 95826.

**JMG SECURITY SYSTEMS, INC.**  
**Commercial Security / Fire Alarm System Agreement**

**JMG SECURITY SYSTEMS, INC.**

**Dept. of Consumer Affairs – Alarm Company License – ACO 3759**  
**Contractors License #575070 (C-7/C-10)**

**Sales Alarm Agent Name:** \_\_\_\_\_ **Greenfield**

**Agent # ACE** \_\_\_\_\_ **73035**

**19. ENTIRE AGREEMENT:** The entire and only Agreement between Client and JMG is written in this Agreement. It replaces any earlier oral or written representations, understandings, or Agreements. It may only be changed by a written agreement signed by Client and JMG. If Client has given or ever gave JMG a purchase order for the system or service which provides for different terms than this Agreement; this agreement will govern and be controlling. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing by the respective parties hereto or their duly authorized agents. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force.

IN WITNESS WHEREOF, THE PARTIES HERETO, BY THEIR REPRESENTATIVES HAVING THE ABILITY TO LEGALLY BIND JMG AND CLIENT, HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND THE YEAR FIRST WRITTEN ABOVE ACKNOWLEDGING HAVE READ THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS AGREEMENT AND ANY ADDENDUMS OR ATTACHMENTS ARE MADE APART THEREOF. CLIENT ACKNOWLEDGES SPECIFICALLY SECTION 14 OF THIS AGREEMENT LIMITS JMG'S LIABILITY TO THE LESSER OF \$250.00 OR SIX TIMES THE MONTHLY FEE IF CLIENT OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR JMG WAS CARELESS OR ACTED IMPROPERLY.

**CLIENT:**

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

\_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_

\_\_\_\_\_  
EMAIL \_\_\_\_\_

Please print legibly and  
**RETURN 2 COPIES OF AGREEMENT TO BE COUNTERSIGNED**

**THIS AGREEMENT WILL NOT BE BINDING UPON JMG UNTIL SIGNED BY ONE OF JMG'S MANAGERS. IN THE EVENT OF NON-APPROVAL, JMG's ONLY LIABILITY SHALL BE TO REFUND TO THE CLIENT THE AMOUNT THAT CLIENT PAID TO JMG UPON SIGNING OF THIS AGREEMENT.**

\_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_



**JMG SECURITY SYSTEMS, INC.**  
**Schedule of Protection**

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The following equipment shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 5/20/24 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and The City of Lakewood (Master Agreement) (hereinafter "Client") at the following location:  
5050 Clark Avenue, Lakewood, CA 90712

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See Pricing Detail/Breakdown on Attached Project Pricing Spreadsheet:

**JMG SECURITY SYSTEMS, INC.**  
**System Support Agreement (SSA)**

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 5/20/24 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and The City of Lakewood (Master Agreement) (hereinafter "Client") at the following location:  
5050 Clark Avenue, Lakewood, CA 90712

**The Client requests and JMG agrees to provide a SYSTEM SUPPORT AGREEMENT (SSA) as described below on the following Client system(s) as listed on the attached schedule of protection:**

☒ Intrusion Alarm    ☒ Fire Alarm    ☒ Video Surveillance (CCTV)    ☒ Access Control    ☒ Video Monitoring Services

**This includes, but is not limited to:**

- All Labor
- All Parts
- JMG Provided Loaner Equipment, if available
- Priority Same Day Service
- One Preventative Maintenance Visit per year, upon request.
- After hours and weekend service calls, as necessary (additional labor charges may apply)
- Manufacturer Software Maintenance Agreement (SMA) renewals which provides access to:
  - Access to JMG technical support at no additional cost (Manufacturer fees, if needed, will be passed through)
  - Access to new camera revisions, access control devices, analytic solutions, and more.

**Client acknowledges that there is an additional charge for:**

- Lift rental
- Batteries
- Changes in Client computer/platform or operating system requiring JMG to reinstall or upgrade software
- Abuse or misuse or damage due to burglary, fire and/or electrical surges
- Changes due to construction on the premises
- Failure to properly follow JMG's instructions concerning operation
- Equipment not installed by JMG, including Locking Hardware which is installed and serviced by others.
- Improper adjustments, repair or modification by someone other than JMG

**Client agrees** that JMG has no responsibility to repair or replace any equipment that while still technically functioning has been rendered obsolete by manufacturer decisions, governmental decree or other event beyond JMG's control. Obsolete components and components exceeding manufacturer's useful life are not included in the System Support Agreement and will be repaired or replaced at Client's expense.

**Client acknowledges** that the client is responsible for the on-going support and maintenance of the base operating system server and all client workstations. This includes all windows updates and virus protection following manufacturer guidelines.

**Client acknowledges** that if a digital recording device is used to store data, the storage data is based on standard computer hard drive technology and that in the event of hard drive failure the data may not be able to be extracted. Redundant and/or archive capable hard drive systems are available at an additional cost.

**A system inspection is required** on all existing, non-warranted equipment, or equipment on which there has been a lapse in warranty, to verify system is currently in acceptable working order prior to the commencement of any JMG System Support Agreement. The System Support Agreement will go into effect upon completion of the inspection. There will be a time and material charge for this inspection and any necessary repair



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## JMG SECURITY SYSTEMS, INC.

### Addendum to Commercial Security / Fire Alarm Agreement

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 5/20/24 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and The City of Lakewood (Master Agreement) (hereinafter "Client") at the following location:  
5050 Clark Avenue, Lakewood, CA 90712

#### **JMG TO PROVIDE:**

- ☒ LABOR FOR THE COMPLETION OF THE SYSTEM
- ☒ CABLE, MATERIALS, AS NEEDED FOR THE COMPLETION OF THE SYSTEM
- ☒ EQUIPMENT AS SPECIFIED ON THE ATTACHED SCHEDULE OF PROTECTION
- ☒ INITIAL PROGRAMMING OF THE SYSTEMS
- ☒ INITIAL TRAINING OF CLIENT AND/OR REPRESENTATIVES UPON COMPLETION OF THE SYSTEM(S). FOLLOW UP TRAINING AS NEEDED FOR 90 DAYS.
- ☒ COPIES OF ALL SYSTEM MANUALS IN ELECTRONIC FORMAT. PRINTED COPIES CAN BE PROVIDED AT THE CLIENT REQUEST FOR AN ADDITIONAL COST.
- ☐ ELECTRIFIED LOCKING HARDWARE. COSTS ESTIMATED AT \$\_\_\_\_\_. SHOULD ACTUAL LOCKING HARDWARE COSTS BE MORE OR LESS THAN ESTIMATED, CLIENT WILL PAY OR BE CREDITED THE DIFFERENCE, AS APPLICABLE. LOCKING HARDWARE TO BE INSTALLED AND SERVICED BY OTHERS.
- ☐ PROCUREMENT OF PLANS, PERMITS & COURIER SUBMITTALS (☐ FEES BY CLIENT/ ☐ FEES BY JMG)
- ☒ FIRE TESTING IN ACCORDANCE WITH NFPA ☐ RUNNER SERVICE IN ACCORDANCE WITH NFPA

#### **CLIENT TO PROVIDE (General):**

- ☒ TWENTY-FOUR HOUR, 110V POWER
- ☒ IT IS AGREED AND UNDERSTOOD THAT IF CLIENT REQUIRES JMG TO UTILIZE, AT A COST OR FEE TO JMG, THE SERVICES OF A THIRD-PARTY VENDOR OF CLIENT, I.E., PAYMENT PORTAL, SAFETY PROGRAM REQUIREMENTS, INSURANCE COMPLIANCE, SERVICE REQUESTS, ETC., AND THAT SUCH FEES ARE NOT SPECIFICALLY NOTED IN THE JMG/CLIENT AGREEMENT, CLIENT AGREES THAT SUCH FEES ARE TO BE REIMBURSED BY CLIENT TO JMG
- ☒ BURGLAR ALARM PERMITS, IF REQUIRED BY YOUR LOCAL MUNICIPALITY. THESE PERMITS ARE OFTEN REQUIRED FOR THE USE AND MONITORING OF BURGLAR ALARM SYSTEMS. FAILURE TO PROCURE A PERMIT MAY PREVENT JMG FROM MONITORING YOUR SYSTEM AND LOCAL AUTHORITIES FROM RESPONDING TO ANY SIGNALS.
- ☒ \_\_\_\_\_ NETWORK DROP(S) AND/OR \_\_\_\_\_ STATIC IP ADDRESS(ES) FOR NETWORK COMMUNICATION OF APPLICABLE DEVICES.
- ☒ LIFT OR LIFT FEES, AS NEEDED FOR COMPLETION OF THE SYSTEM. \_\_\_\_\_
- ☒ ACCESS TO WALLS, CEILING AND/OR ROOF AS NECESSARY. \_\_\_\_\_
- ☒ RELAYS OR OTHER FACILITIES REQUIRED FOR THE CONNECTION OF CLIENT-OWNED EQUIPMENT.
- ☒ ANY REPAIR, REPLACEMENTS OR ADDITIONS TO EXISTING EQUIPMENT WILL BE RENDERED ON A TIME AND MATERIAL BASIS. JMG ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MAINTENANCE, OPERATION, NON-OPERATION OR ACTUATION OF CLIENT-OWNED EQUIPMENT.
- ☐ THE CLIENT IS RESPONSIBLE FOR THE ON-GOING SUPPORT AND MAINTENANCE OF THE BASE OPERATING SYSTEM SERVER AND ALL CLIENT WORKSTATIONS. THIS INCLUDES ALL WINDOWS UPDATES AND VIRUS PROTECTION FOLLOWING MANUFACTURERS GUIDELINES.
- ☐ JMG HAS INCLUDED IN COST ESTIMATED: ☐ BLUEPRINT FEES OF \$\_\_\_\_\_, ☐ PLAN CHECK/PERMIT AND COURIER FEES OF \$\_\_\_\_\_ AND/OR ☐ LIFT FEES OF \$\_\_\_\_\_. IT IS UNDERSTOOD AND AGREED THAT SHOULD THE COST OF THE BLUEPRINTS, PLAN CHECK/PERMITS AND/OR LIFT FEES BE MORE OR LESS THAN ESTIMATED CLIENT WILL PAY OR BE CREDITED THE DIFFERENCE, AS APPLICABLE

**JMG SECURITY SYSTEMS, INC.**

## **Addendum to Commercial Security / Fire Alarm Agreement**

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 5/20/24 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and The City of Lakewood (Master Agreement) (hereinafter "Client") at the following location:  
5050 Clark Avenue, Lakewood, CA 90712

**CLIENT TO PROVIDE (Fire):**

- ☒ DEDICATED POWER CIRCUIT CONNECTED TO FACP IF A FIRE ALARM SYSTEM IS BEING INSTALLED.
- ☐ ROOF PENETRATIONS WITH ROOF JACKS.
- ☐ ENGINEERED DRAWING FEES, BLUEPRINT FEES, FIRE PERMIT/SUBMITTAL FEES AND/OR COURIER FEES NECESSARY FOR COMPLETION OF THE SYSTEM. **THESE FEES ARE NOT INCLUDED IN THE CONTRACT PRICE UNLESS SPECIFICALLY INDICATED ABOVE.**
- ☐ ALL CONDUIT, PULL STRING, BOXES AND FITTINGS AS REQUIRED.
- ☒ DUCT SMOKE DETECTORS INCLUDING INSTALLATION & CALIBRATION.
- ☐ PLYWOOD BACKBOARD FOR JMG'S ALARM CONTROL PANEL.
- ☐ MOUNTING OF JMG PROVIDED TRANSFORMER ENCLOSURE. (FIRE ALARM ONLY)
- ☐ KNOX BOX.
- ☐ UNIVERSAL OR INDEPENDENT SHUTDOWN OF ALL HVAC UNITS AS REQUIRED BY THE AHJ/FIRE DEPARTMENT
- SWITCHES AS FOLLOWS:
 

<input checked="" type="checkbox"/> TAMPER SWITCHES	<input checked="" type="checkbox"/> BUTTERFLY SWITCHES	<input checked="" type="checkbox"/> FLOW SWITCHES
<input checked="" type="checkbox"/> REMOTE TEST PLATE	<input checked="" type="checkbox"/> ANSUL CONTROLLER	
- ☒ THE LOCATION AND DESCRIPTION OF THE FIRE PROTECTION EQUIPMENT HAS BEEN TAKEN FROM PLANS OR ESTIMATES. IT IS UNDERSTOOD AND AGREED THAT THE LOCATION, DESCRIPTION DESIGN, CABLING AND QUANTITY OF FIRE DEVICES TO BE INSTALLED MAY BE SUBJECT TO APPROVAL OF THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) AND SHOULD THE SYSTEM, WHEN FINALLY COMPLETED, CONSIST OF MORE OR LESS PROTECTION EQUIPMENT THAN SPECIFIED, THE MONTHLY SERVICE CHARGE AND THE INSTALLATION CHARGE SHALL BE INCREASED OR DECREASED, IN ACCORDANCE WITH THE PREVAILING SERVICE CHARGES FOR THE NUMBER OF UNITS ADDED OR DEDUCTED.

**CLIENT TO PROVIDE (Access & Surveillance):**

- ☐ UNINTERRUPTED POWER SUPPLY (UPS).
- ☒ ADEQUATE LIGHTING FOR CAMERAS
- ☒ CLIENT ACKNOWLEDGES THAT THE VIDEO RECORDING DEVICE(S) USED TO STORE DATA IS BASED ON STANDARD COMPUTER HARD DRIVE TECHNOLOGY AND THAT IN THE UNCOMMON EVENT OF HARD DRIVE FAILURE THE DATA MAY NOT BE ABLE TO BE EXTRACTED. REDUNDANT AND/OR ARCHIVE CAPABLE HARD DRIVE SYSTEMS ARE AVAILABLE AT ADDITIONAL COSTS.
- ☒ ELECTRIFIED LOCKING HARDWARE, APPROPRIATE POWER SUPPLY AND HARDWARE WIRING. INSTALLATION & SERVICE BY OTHERS. JMG WILL COIL WIRE ABOVE APPLICABLE DOOR, LOCK INSTALLER WILL NEED TO BRING CABLE TO HINGE AND MAKE ALL CONNECTIONS TO LOCKING HARDWARE.



**JMG SECURITY SYSTEMS, INC.**  
**Attachment A**  
**Central Station Information (PAGE 1 OF 2)**

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 5/20/24 between JMG Security Systems, Inc., a California Corporation (hereinafter "JMG") and The City of Lakewood (Master Agreement) \_\_\_\_\_ (hereinafter "Client") at the following location:  
5050 Clark Avenue, Lakewood, CA 90712

**SITE INFORMATION:**

\*Premise /Contact Phone #1: \_\_\_\_\_ \*Premise/Contact Phone #2: \_\_\_\_\_

Fax # : \_\_\_\_\_ E-mail: \_\_\_\_\_

Burglar Alarm Permit Number: \_\_\_\_\_

\*Note: Messages are not left at Premise #1 or #2. Duplicated phone numbers, either on premise or between premise emergency contacts, will not be attempted the second time.

**CONTACT INFORMATION:**

**Abort /Password:** Used to identify you to the Central Station as an authorized individual who may abort/cancel police/fire dispatch, request account information, etc.

You may choose to use one **universal** word or issue **individual** passwords.

**Universal Abort/ Password\*:** \_\_\_\_\_ (Everyone uses the same word)

**CONTACTS:** List the contact with phone number in the order you want them called by the central station.

Print Contact 1 <sup>st</sup> & Last Name	*Phone 1	*Phone 2	Abort/ Password (10 Characters or less)

**EMAIL NOTIFICATION:**

Name	Email Address

**JMG SECURITY SYSTEMS, INC.**  
**Attachment A**  
**Central Station Information (PAGE 2)**

The following shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 5/20/24 between JMG Security Systems, Inc., a California Corporation (hereinafter "JMG") and The City of Lakewood (Master Agreement) (hereinafter "Client") at the following location:  
5050 Clark Avenue, Lakewood, CA 90712

**2. STANDARD DISPATCHING PROCEDURES:**

**A). BURGLAR ALARM:**

- (a) Attempt to verify at premise phone
- (b) Dispatch agency if unable to verify false
- (c) Contact listed responsible parties.

**Note:** Client acknowledges that many cities require enhanced verification of alarms prior to dispatching. This may require that two numbers either a second premise or the first RP be attempted before the police agency is dispatched or additional verification requirements. Client acknowledges that an Alarm Permit may be required prior to installation.

**B). RESIDENTIAL FIRE ALARM:**

- (a) Attempt to verify at premise phone or RP Cell/Secondary numbers before dispatch,
- (b) Dispatch agency if unable to verify false
- (c) Contact listed responsible parties.

**C). COMMERCIAL FIRE ALARM:**

- (a) Dispatch agency
- (b) Attempt to notify premise
- (c) Contact listed responsible parties.

**D). HOLD-UP, PANIC, DURESS ALARMS: Always dispatch police first – no premise or responsible parties are called**

**E). DISPATCHING EXCEPTIONS:**

- ☒ Attempt responsible parties before dispatch on burglary alarms (except hold-up, duress & panic)
- ☐ Alarm Response follow dispatch guidelines as agreed on alarm response addendum attached
- ☐ Other: All non standard exceptions must be submitted in writing and are subject to the Central Station Approval. Please attach proposed instructions.

**BY SIGNING BELOW YOU ACKNOWLEDGE HAVING REVIEWED THE INFORMATION AND DISPATCH PROCEDURES CONTAINED WITHIN THIS FORM AND AGREE TO BE BOUND BY THEM. THIS ATTACHMENT IS INCORPORATED INTO THE AGREEMENT AS THOUGH SET FORTH IN FULL.**

**PLEASE NOTE FOR ALL BURGLAR ACCOUNTS:**

There will be no police dispatch for seven (7) days following a new burglar alarm installation or transfer of an alarm system. Only the responsible party/ call list will be contacted on all alarm signals.

Signature

Print

Date

**Your system will not be monitored until this form is received by JMG Data Entry Department**

**JMG SECURITY SYSTEMS, INC.**  
**Video Monitoring Services**

The following equipment shall be made a part of and attached to the Commercial Security/Fire Alarm System Agreement dated 5/20/24 between JMG SECURITY SYSTEMS, INC., a California Corporation (hereinafter "JMG") and The City of Lakewood (Master Agreement) (hereinafter "Client") at the following location:  
5050 Clark Avenue, Lakewood, CA 90712

The Client requests and JMG agrees to provide Services at the above premises as follows:

**Services Selected:**

☐ **NETWATCH Proactive Video Monitoring Services** with one-way audio voice-down.

\_\_\_\_\_ cameras will be installed, per the attached Schedule of Protection at \$ \_\_\_\_\_ per month. Includes 75 activations per week. Additional activations are charged at \$2.00 per activation.

NETWATCH is a Proactive Video Monitoring system that is designed to secure the exterior of the property utilizing cameras to detect intruders, unwelcome guests, and vandals. JMG's Monitoring Center will view and verify the images, and respond with one-way audio voice-down per instructions provided, in writing, by the client.

☒ **ALARM VIDEO VERIFICATION** without audio. \$ 235 per month. Includes 15 activations per month, with additional activations charged at \$12.00 per activation.

ALARM VIDEO VERIFICATION uses the building burglar alarm system to integrate with the client's video surveillance system, to verify intrusion alarms prior to dispatching police authorities. Alarm Video Verification is required or requested by most responding law enforcement agencies to reduce false alarm dispatches.

**Note:**

JMG is not an insurer and the amounts payable to JMG under this Agreement are based solely upon the value of services rendered and are unrelated to the value of Client's property or the health, lives, or property of others. JMG shall not be responsible for, and Client will indemnify and defend JMG and its directors, subcontractors, officers, agents, and employees from and against, any liability, demand, claim, damage, suit, judgment, fee and/or expense which arises out of an occurrence or event of Client's Premises unless it is proved that the negligence or fault of JMG was the sole cause of such loss or damage. Client hereby waives all right of subrogation against JMG and JMG insurance carrier, if any.

JMG does not guarantee that the Monitoring Center will be able to correctly decipher, understand, interpret, respond to, and manage the real-time video received from your system at all times and under all circumstances. Accordingly, we do not represent or warrant that the Monitoring Center will be able to detect, manage, or prevent all crimes, unauthorized or suspicious activities, or other emergency conditions, or that the VMS Services or other video services will in all cases provide the intended protection.

Client to provide the proper environment for the cameras as requested, including without limitation, adequate lighting of your site, network speed, bandwidth, access, and removal of obstructions. The amount of light available will determine the amount of light required by your cameras in order for them to produce usable video. Outdoor cameras are subject to broad extremes in ambient conditions, and, in particular, lighting, and can be affected by many factors such as vehicle speed, headlights, heat, cold, rain, fog, humidity, or snow, which are completely beyond our control.

Client to provide proper high-speed internet service 24/7/365 days per year, and pay all provider-related charges. Client to provide static IP address, gateway and subnet user number. Client may experience interruption in signal or image transmission or slowdown in download speed, which are completely beyond JMG's control and for which JMG is not responsible.

**TOTAL MONTHLY COST FOR ALL SERVICES AS INDICATED ABOVE \$ 235**

**TO BE COMPLETED BY JMG**

Accepted by \_\_\_\_\_  
Date \_\_\_\_\_ TITLE \_\_\_\_\_  
Alarm Agent Greenfield Agent # 73035

**TO BE COMPLETED BY CLIENT**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
Signer's Name (printed or typed)/Title \_\_\_\_\_  
Business/Residence Phone \_\_\_\_\_ Fax \_\_\_\_\_  
e-mail: \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Storm Water Services Agreement with John L. Hunter & Associates (JLHA)

### **INTRODUCTION**

The City has utilized storm water consultant services for the past several years. The services provided for under the proposed agreement include assisting the City in storm water inspections, annual reporting assistance, Safe Clean Water Program assistance and reporting, and review of development and redevelopment plans to meet Low Impact Development (LID) requirements. Additional storm water assistance may be required in order to comply with any new reporting requirements.


### **STATEMENT OF FACT**

The City has been using a storm water consulting firm to provide assistance with compliance with the National Pollution Discharge Elimination System (NPDES). JLHA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time-and-material basis, under JLHA's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with JLHA and provide written authorization to proceed.

### **RECOMMENDATION**

It is the recommendation of staff that the City Council amends the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2025, in a not-to-exceed budgeted amount for storm water consultant services and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
STORM WATER SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
JOHN L. HUNTER & ASSOCIATES

Per Section 5 of the Agreement dated October 14, 2014, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as amended as follows:

1. Section 2 Compensation for Services to include an update to the current fee schedule on a time and material basis when approved by the City, at a rate set forth in Exhibit A "Fee Schedule" for services incorporated herein.

Dated the 11th day of June 2024.

JOHN L. HUNTER

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## JLHA Rate Schedule 2024

Principal	\$227 / hour
Director	\$201 / hour
Program Manager	\$201 / hour
Staff Engineer	\$201 / hour
Project Manager	\$191 / hour
Assistant Project Manager	\$170 / hour
Project Engineer	\$170 / hour
Senior Compliance Specialist	\$150 / hour
Compliance Specialist II	\$140 / hour
Project Analyst II	\$140 / hour
Compliance Specialist I	\$129 / hour
Project Analyst I	\$129 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$88 / hour
Inspection – Combined NPDES (industrial/commercial) and IW/FOG	\$165 / unit
Inspection – Combined Clean Bay Restaurant (CBR) and FOG	\$165 / unit
Inspection – NPDES (industrial/commercial) or IW/FOG facility	\$140 / unit
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$299 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Agreement with Kiley and Associates for Federal Governmental Relations Services

### **INTRODUCTION**

The City currently has an agreement with Kiley and Associates (Kiley) to provide federal governmental relations services for fiscal year 2023-2024. During this time, Kiley was instrumental in securing \$1.85 million from the city's congressional representatives that will be used towards the Palms Park Community Center and Weingart Senior Center.

### **STATEMENT OF FACT**

In preparation for the upcoming fiscal year 2024-2025 budget, a professional services agreement formally extending Kiley's services is included in the agenda for approval. Kiley's proposed fee of \$3,750 per month (\$45,000 annualized) has remained unchanged since last year.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize the City Manager or his designee to enter into an agreement with Kiley and Associates for FY 2025-25 in the amount of \$45,000 for federal governmental relations services.

Paolo Beltran **PB**  
Deputy City Manager



Thaddeus McCormack  
City Manager

# Kiley & Associates

May 14, 2024

Mr. Thaddeus McCormack  
City Manager  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Dear Mr. McCormack,

We have thoroughly enjoyed working with the City of Lakewood at the Federal level in Washington, DC. As we continue our work here at the nation's capital, we propose extending our agreement from July 1, 2024 and ending June 30, 2025.

With Kiley & Associates' established Washington, DC presence, deep California connections, focused methodology and extensive experience in representing governmental entities, we are uniquely qualified to continue our work with Lakewood.

## Kiley & Associates Background

For more than a decade, Kiley & Associates has offered a wide range of services to a variety of organizations across many industry sectors. These include local governments, states, businesses, corporations, nonprofits and trade associations. We have provided government relations services in Washington, DC to some of the largest and most complex governmental entities in the country; helped clients successfully achieve policy, regulatory, and funding goals; and assisted others to envision and then implement multi-year, multi-million-dollar development projects. Our in-depth substantive knowledge combined with our creativity, hard work and reputation for integrity has earned us the trust of longstanding clients. We're proud that clients think of us as an integral part of their operations, capable of delivering the services they need when they need them.

## Scope of Services

Kiley & Associates will continue to collaborate with Lakewood to open doors in Washington, DC and help develop their federal legislative priorities. Our partnership would include:

- Working with the City to raise their profile with the California House and Senate delegation, federal agencies and the Biden Administration;
- Coordinating with the dedicated day-to-day point of contact on identifying and refining local governments top project and policy priorities for their federal agenda (i.e. securing federal and state money for recreation and park projects, 5g telecommunications, water infrastructure, policing and public safety, roadway expansion, street repairs, tourism and policymaking);
- Building support for the City's objectives and resource needs within Congress and target key allies and influential lawmakers, committees and Executive branch policy makers;

# Kiley & Associates

- Coordinating an annual trip to Washington, DC to meet with the Congressional delegation, Biden Administration and key staff in the federal agencies;
- Helping the City with any issues that have a federal nexus, which may include providing comments on federal regulations, securing letters of support for grant applications, connecting local officials to federal agency professionals to maximize opportunities for success.

Kiley & Associates will continue to collaborate with Lakewood to create a federal government funding and outreach program. The focus will be on developing a plan to apply for earmarks and targeted funding within specific federal agencies and developing crucial relationships with program managers responsible for administering target grants.

## Kiley & Associates Team

Gregory T. Kiley-President, Kiley & Associates

Gregory Kiley is President of Kiley & Associates, LLC. Since retiring from federal service, he has consulted to federal, state and local governments, and industry and non-profit entities on national security policy and processes. He has written for the Center for Strategic and International Studies among others.

Prior to working in the private sector, Mr. Kiley served 25 years in the federal government, concentrating on local governments, defense and national security. He spent six years as a senior professional staff member for the Senate Armed Services Committee. As lead staff for two subcommittees, his oversight portfolio included all military air and ground systems, military logistics and readiness, and the defense budget. His responsibilities included coordinating and conducting congressional hearings, developing and drafting legislation, and negotiating and staffing passage of annual National Defense Authorization Acts and supplemental spending bills.

Mr. Kiley began his professional career in the U.S. Air Force, culminating as a senior pilot, flying C-130 aircraft and deploying throughout the world. Greg also held positions as a wing plans officer, maintenance officer, and information management officer. Greg lives in Washington, D.C. with his wife and daughters.

Jayson J. Braude-Chief Counsel, Kiley and Associates

Jayson Braude is the Chief Counsel to Kiley and Associates. Jayson Braude grew up in the Los Angeles area and is the Grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington D.C. After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nannette Diaz Barragan in her San Pedro office. Jayson has over ten-years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state and local agencies. Jayson

# **Kiley & Associates**

is a graduate of the UC Santa Barbara and received his law degree from Southwestern Law School in Los Angeles. Jayson is a member of the Washington Bar and resides in Washington, D.C.

Kimberly J. VanWyhe-Vice President, Kiley & Associates

Kimberly is currently Vice President of Kiley & Associates, focusing on business development and policy and strategy development. Kimberly received her BA in Political Science from St. John's University in 2004 and received her MBA in International Business with a concentration in consulting and holds a certification in Global Oil and Gas Management from the Thunderbird School of Global Management. Kimberly's previous professional experience includes working on multiple political campaigns on both the state and federal level, working for the Alaska State Legislature as well as working for the Cohen Group, a defense-oriented consulting firm founded by former Secretary of Defense William Cohen. She then served as the Director of Energy Policy at the American Action Forum, a D.C. think tank focusing on economic, domestic, and fiscal policy issues. Kimberly was raised in Fairbanks, Alaska and currently resides in Washington D.C.

Kiley & Associates would very much welcome the opportunity to continue our work with Lakewood. Should you decide to renew our agreement, our monthly retainer for our services remain at the current amount of \$3,750 per month.

Thank you for taking the time to review this proposal. Please do not hesitate to contact me directly with any questions.

With Best Regards,

Jayson Braude, Esq.  
Chief Counsel

Kiley & Associates, LLC  
636 North Carolina Ave, SE  
Washington, DC 20003  
562-818-6646

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and Members of the Council

**SUBJECT:** Professional Services Agreement with Kosmont Companies for Economic Development Consulting

### **INTRODUCTION**

The City of Lakewood ("City") has been working with Kosmont & Associates, Inc., dba Kosmont Companies ("Kosmont") for the past eleven months. During this time, Kosmont has provided valuable consulting services to help staff prepare for the creation of a mixed-use overlay on commercial sites, including the Lakewood Center Mall. This process would allow for the re-zoning of existing commercial sites to accommodate future housing development, in compliance with the recently certified 2021-2029 Housing Element update. Staff recommends approval of the proposed Professional Services Agreement ("PSA") between the City and Kosmont for continued economic development consulting.

### **STATEMENT OF FACT**


Under the proposed PSA, Kosmont will continue to work with staff to refine various economic development objectives and begin the process of applying the findings of initial market assessment. In addition, Kosmont will continue to explore the possibility of establishing a special district funding project, such as an Enhanced Infrastructure Financing District, to fund needed infrastructure and municipal service costs.

Kosmont has over 36 years of experience providing real estate and economic development services, and are the industry leader. The firm offers a full range of real estate market and financial advisory, economic strategies, implementation tools, project finance, transaction structuring and negotiations for both public and private sectors.

### **STAFF RECOMMENDATION**

Staff recommends that the City Council approve the PSA with Kosmont for an amount not to exceed \$75,000.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

**CITY OF LAKEWOOD  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
Kosmont & Associates, Inc.**

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2024 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Kosmont & Associates Inc., dba "Kosmont Companies" 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 the Services are completed, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

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

**3. PERFORMANCE**

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

**4. CITY MANAGEMENT**

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

**5. PAYMENT**

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$75,000.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and

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

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

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

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

## **7. DEFAULT OF CONSULTANT**

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

## **8. OWNERSHIP OF DOCUMENTS**

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

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

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

## **9. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees or subconsultants in the performance of Services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence. In addition, Consultant's duty to indemnify and hold harmless City shall not apply to claims for liability which arise from the issuance or non-issuance of any license or permit where Consultant has followed the City's instruction or direction with respect to the issuance or non-issuance of the license or permit.

### **B. Duty to Defend.**

In the event the City, its officers, employees, agents, and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by the City, Consultant shall defend the City at Consultant's cost, or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from,

relate to or are caused by Consultant's willful misconduct or gross negligence, errors or omissions, with the exception of claims for liability which are caused by the City's sole or active negligence. This section survives completion of services or termination of this contract for a period not to exceed 4 years.

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

## **10. INSURANCE**

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

## **11. INDEPENDENT CONSULTANT**

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

connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

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

## **12. LEGAL RESPONSIBILITIES**

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

## **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to

be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

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

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

**16. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to,

Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Consultant:       Kosmont Companies  
                              1601 N Sepulveda Blvd. #382  
                              Manhattan Beach, CA 90266  
                              Attention: Larry J. Kosmont

**17.    ASSIGNMENT**

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

**18.    LICENSES**

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

**19.    GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

**20.    ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and

pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

## **21. AMENDMENTS**

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

## **22. ATTORNEYS' FEES**

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

## **23. CONSTRUCTION**

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

## **24. WAIVER**

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

## **25. SEVERABILITY**

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

**26. COUNTERPARTS**

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

**27. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

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

CITY OF LAKEWOOD

CONSULTANT

\_\_\_\_\_  
Mayor

ATTEST:

CONSULTANT

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

**I. BACKGROUND AND OBJECTIVE**

The Lakewood Mall is one of the oldest and largest malls in the U.S. It is a super-regional center with over 2 million SF serving Southeast Los Angeles County. It opened in 1952 and was enclosed in 1978. Today the Mall contains anchor stores, including Costco, Home Depot, Target, Macy's, JCPenney, Best Buy, Burlington Coat Factory and Albertson's.

Kosmont has been assisting the City in Phase I and Phase II of the assignment with market research and evaluation of blended-use redevelopment opportunities and initial EIFD analysis. Kosmont collaborated with City / City Ad Hoc Committee and Macerich on meetings to discuss initial planning concepts and EIFD with the objective of delivering a high-quality reuse plan to enable and support community discussion of reuse priorities, zoning/mixed land use and community benefits.

City desires for Kosmont to continue assisting with project shaping and implementation including EIFD in conjunction with City's goal of a mixed use zoning overlay starting July 1, 2024.

**II. SCOPE OF SERVICES**

Approach to Tasks: The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont's staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

**Task 1: Document Review**

Kosmont will review updated concept plan(s) to be prepared by owner Macerich with the objective of achieving a high-quality reuse plan to enable and support community feedback.

**Task 2: Collaboration with Mixed Use Ad Hoc Committee**

Kosmont will continue to collaborate with City Council Mixed Use Ad Hoc Committee regarding market information, Macerich project / entitlements, and EIFD.

### **Task 3: City / Developer Meeting / Stakeholder Outreach**

Kosmont will participate in follow-up collaborative meetings with City and owner Macerich to discuss and shape project progress. Kosmont can work with City to assist with stakeholder/community outreach as appropriate.

### **Task 4: Public Agency Partner Outreach and Resolution of Intention (ROI)**

Kosmont will assist the City with outreach to public sector entity stakeholders, potentially including, but not limited to:

- County of Los Angeles ("County") Administrative Office / Auditor-Controller /Treasurer / Tax Collector / Property Tax Manager / Economic Development / Public Works staff
- County Board of Supervisors

Kosmont will accordingly assist with preparation and presentation of EIFD analysis materials as appropriate for such outreach. Based on stakeholder feedback, Kosmont will refine preliminary tax increment projections and related funding and financing analysis.

The goal of this Task is to receive direction/confirmation on focus area boundaries and which taxing entities would proceed with EIFD formation initially, recognizing that other taxing entities may join in a subsequent year. Kosmont will assist with determination of refined district boundaries and governing Public Financing Authority ("PFA") board composition as required for adoption of the Resolution of Intent ("ROI") to initiate district formation proceedings.

Kosmont will assist City staff and the City Attorney's office (and potentially County staff and County Counsel) with the preparation of requisite documentation for the ROI, including certification of completion of redevelopment dissolution prerequisites. Kosmont will assist with coordination and presentation at the required meeting(s) of the City Council (and potentially also County Board of Supervisors) to adopt the ROI and will assist with required noticing of the ROI following the legislative body actions.

### **Task 5: Fiscal and Economic Impact Analysis**

Kosmont will prepare an analysis of fiscal revenues (e.g., property tax, sales tax), fiscal expenditures (e.g., police, fire, community service costs), and the resulting net fiscal impact to the City general fund (and potentially also County general fund) from potential district implementation, as required by EIFD law. It is additionally anticipated that the County may wish to review such analysis as part of potential partnership discussions.

### **Task 6: Infrastructure Financing Plan (IFP) Preparation**

Kosmont will collaborate with City staff and appropriate third-party consultants (e.g., special counsel, engineering / surveying consultants) on the preparation of the required Infrastructure Financing Plan ("IFP") and related appendices. The IFP must include a legal description of district boundaries, public improvements to be implemented, location, timing, and costs of development and financial assistance, finalized tax increment projections, intention to incur debt (e.g., bonds), district termination date, taxing entity fiscal impact analysis (included in Task 2), and replacement housing obligations. Kosmont will assist City staff (e.g., Clerk's office) in the required distribution of the IFP to property owners within the EIFD and to affected taxing entities. Kosmont will assist the City in drafting and coordinating the required noticing (e.g., website, mailing, newspaper notices) of the PFA meeting and hearings for IFP approval and EIFD formation.

### **Task 7: IFP Approval and EIFD Formation Hearings**

Kosmont will assist in coordination, preparation, and presentation of required materials at the required City Council and PFA meetings and hearings to approve the IFP and form the EIFD. While Kosmont is not a law firm / attorney, we will provide draft content for required resolutions for review by the City Attorney and/or special counsel. Kosmont anticipates two PFA public meetings, three PFA public hearings, and one City Council meeting as part of this task (this budget assumes that Kosmont will participate in-person for some meetings and virtually for others, as deemed mutually appropriate by the City and Kosmont). Once the EIFD is successfully formed, Kosmont will assist City staff in completing the required EIFD filings with the State Board of Equalization.

### **Kosmont Companies 2023 Public Agency Fee Schedule**

#### **Professional Services**

Chairman & CEO	\$445.00/hour
President	\$385.00/hour
Senior Vice President/Senior Advisor	\$350.00/hour
Vice President	\$225.00/hour
Senior Project Analyst	\$195.00/hour
ProjectAnalyst/ProjectResearch	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour

Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 70.00/hour

- **Additional Expenses**

In addition to professional services (labor fees):

1) An **administrative fee** for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**

2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.

3) **Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN and other based on quoted project cost.**

4) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

5) Consultant's **attendance or participation at any public meeting**, whether such participation is in person, digital, video and/or telephonic (*e.g., City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

- **Charges for Court/Deposition/Expert Witness-Related Appearances** Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.



## ATTACHMENT A

### Kosmont Companies 2024 Public Agency Fee Schedule

#### **Professional Services**

Chairman & CEO	\$475.00/hour
President	\$395.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	\$370.00/hour
Vice President/Project Advisor	\$250.00/hour
Senior Project Analyst	\$195.00/hour
Project Analyst/Project Research	\$175.00/hour
Assistant Project Analyst/Assistant Project Manager	\$150.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 80.00/hour

#### **Additional Expenses**

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
- 4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

#### • **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

*Rates shall remain in effect until December 31, 2024.*

## EXHIBIT B

### INSURANCE REQUIREMENTS

Prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

## **Other provisions or requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approval of the Agreement for Median Landscape Maintenance and Mowing Services of City Facilities with LandCare

### INTRODUCTION

The meticulous care of turf and landscape throughout public areas of the city supports Lakewood's commitment to provide a high quality of life for its residents. The city annually contracts for the landscape and turf maintenance. Mowing services of the large open turf areas at twelve City Parks and nearly 6,000 square feet of city-owned medians are also included in this contractual agreement.

### STATEMENT OF FACT

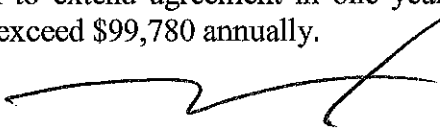
City staff published a Request for Proposals (RFP) #RCS 02-24 for mowing and landscape services. Submissions to the RFP were due to the City Clerk on April 1, 2024. The solicitation garnered six (6) proposals from qualified contractors who had also provided positive references supporting their work performance in neighboring municipalities and/or private entities. The receipt of quotes for the full scope of work outlined in the RFP ranged from \$3,827,660 per year on the high end to the lowest quote received at \$99,780 per year.

LandCare, a qualified landscape business, provided the lowest quote of all proposals received. LandCare has performed contracted landscape and mowing services for the city since 2004 and city staff have been pleased with their professionalism to date. LandCare proposes to provide contracted mowing services for a fee of \$47,800 per year and landscape services of medians for a fee of \$51,980 per year. LandCare would provide invoices to the city on a monthly basis in an amount, not to exceed \$8,315 per month or \$99,780 total for the period of July 1, 2024 to June 30, 2025.

### RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to execute the agreement with LandCare, subject to approval as to legal form by the City Attorney, to commence on July 1, 2024 and terminate on June 30, 2025, with the option to extend agreement in one year increments through June 30, 2027 at a contracted price not to exceed \$99,780 annually.

Valarie Frost, Director   
Recreation & Community Services

  
Thaddeus McCormack  
City Manager

**CITY OF LAKEWOOD  
AGREEMENT  
FOR  
MOWING AND LANDSCAPE SERVICES**

This agreement is made and entered into this 11th day of June, 2024, by and between City of Lakewood, a Municipal Corporation, sometimes hereinafter referred to as “City”, and LandCare sometimes hereinafter referred to as the “Contractor”.

**Witnesseth:**

Whereas, City desires to retain the contractor for mowing and landscape services in connection with the work hereinafter described; and

Whereas, contractor has the equipment, personnel with the necessary skills, qualifications and licenses required by law to perform the services required under this agreement in connection with said project; and

Whereas, previously through the adoption of the budget, the City Council, authorized a Mowing and Landscape Services contract.

Now, therefore, it is hereby agreed by and between the parties that:

1. Definitions. As used in this agreement, the following definitions shall be applicable:
  - A. Contractor. Contractor shall mean LandCare, 13917 Stage Road, Santa Fe Springs, CA 90670.
  - B. City. City shall mean City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - D. Services. Services shall mean the mowing and landscape services to be performed by the Contractor pursuant to this agreement.
2. Scope of services. Contractor agrees to provide the City, following written authorization from the City to proceed, services as set forth in City of Lakewood Mowing and Landscape Specifications attached hereto as Exhibit “A” Mowing Services at Parks Specification and Exhibit “B” Mowing and Landscape Services on Street Panels Specifications. Those performance-related provisions contained within contractor’s proposal dated April 1, 2024, are incorporated by reference as though fully set forth herein.
3. Performance. Contractor shall at all times faithfully, competently, and to the best of their ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. Payment. For and in consideration of the mowing and landscape services performed by the Contractor, the City agrees to pay to the Contractor monthly, For the work outlined in the City of Lakewood Mowing and Landscape Specifications attached hereto as Exhibits "A" and "B," based upon actual time spent on services. This amount shall not exceed \$99,780 for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

5. Independent contractor. Contractor acknowledges his independent contractor's status in performing said safety services, and risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon the Contractor pursuant to this agreement, and does hereby release the City, its officers and personnel from any liability to the Contractor for any loss or damage thereby incurred, or for contribution as a joint tort feisor therefore, except for those acts performed by the contractor at the direction of the City.

Contractor shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, Contractor shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

6. Assignment. The Contractor shall not assign the performance of this agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of the City.

7. Liability and indemnification. Contractor agrees to assume liability, and defend and indemnify the City, the City Council, its officers, Contractors and employees, from any loss, cost or expense caused by the negligent or wrongful act or omission of the Contractor, its agents and employees, or its subcontractors and the agents and employees thereof, for or on account of any injury or damage sustained because of or arising out of services performed by Contractor herein, but only to the extent that liability is imposed on the City by reason of the malfeasance or nonfeasance of Contractor.

The Contractor at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which shall evidence the fact that the Contractor has in full force and effect a comprehensive personal injury and property damage policy protecting the Contractor and the City from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) 1,000,000 (general aggregate) 2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) 1,000,000
- Worker's compensation- Statutory
- Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days' notice to the City thereof and shall name the City as an additional insured.

8. Assumption of risk. The Contractor does hereby assume all risks to himself, his personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by the Contractor and said Contractor further releases City, its officers and employees, from any liability therefore.

9. Term and termination. The term of this AGREEMENT shall commence on July 1, 2024 and terminate on June 30, 2025, with the option to extend AGREEMENT in one year increments through June 30, 2027. The City may terminate this agreement at any time by giving the Contractor at least ten (10) days prior written notice. In the event of termination the City shall pay the Contractor the total value of the services of the Contractor to the final date of termination, computed in accordance with the terms and provisions of this agreement, provided, however, that the same does not in any case exceed the maximum amounts herein before set forth for payment of consideration.

10. Independent contractor.

- A. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor and/or its employees for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness to its employee(s) arising out of performing services hereunder.

11. Legal responsibilities. The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

12. Undue influence. Contractor 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 Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. No benefit to arise to city employees. During their tenure and for one year thereafter, no member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

14. Release of information/conflicts of interest.

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City of Lakewood or unless requested by the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, 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 work performed thereunder or with respect to any project or property located within the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Contractor is prohibited by law from informing the City of such Discovery. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to Discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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 (e.g., Federal Express), which provides a receipt showing date and time of delivery; or (iii) United States mail, 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 City:                      Director of Recreation and Community Services  
City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712

To Contractor:            LandCare  
13917 Stage Road  
Santa Fe Springs, CA 90670

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

CITY OF LAKEWOOD

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MAYOR

CONTRACTOR

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APPROVED AS TO FORM:

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City Attorney

Attachments:

Exhibit A	Mowing Services at Parks Specifications
Exhibit B	Mowing and Landscape Services
	Street Panels Specifications
Exhibit C	Contractors Proposal

Exhibit A  
Mowing Services at Parks Specifications  
City of Lakewood

**Locations for Mowing Services at Parks**

During the term of the agreement, the contractor shall gang mow the following locations:

<b>LOCATION</b>	<b>APPROX. SQ. FT.</b>
Water Department	43,560
Biscailuz Park	169,884
Bloomfield Park	653,400
Candleverde Park	174,240
Bolivar Park	409,464
Cherry Cove Park	130,680
Del Valle Park	522,720
Mae Boyar Park	348,480
Mayfair Park	784,080
Monte Verde Park	174,240
Palms Park	784,080
Rynerson Park	2,352,240
San Martin Park	405,100
<b>TOTAL</b>	<b>6,952,168</b>

**Scope of Service**

Lawn areas are to be mowed to height of 1-1 ½ inches from April through December and to a height of 1 inch from January through March with the exception of Rynerson Park and the Del Valle Park meadow areas. These areas will be cut at a height of 2 ½ inches annually. All lawn areas are to be mowed a minimum of 46 times per year. Prior to mowing, all trash and foreign material is to be removed from lawn areas. Mowing of all park sites shall be accomplished in accordance with a schedule approved by the Parks Superintendent. Contractor may be required to submit reports as requested by the Parks Superintendent concerning mowing schedules and other related matters. Contractor shall immediately correct and/or report to the City any problem conditions which may tend to create unsafe or hazardous conditions within the public areas maintained by the Contractor. Contractor shall be held liable for any clam arising from failure to correct and/or report said conditions. Contract shall use and furnish, at its own expense, all labor, equipment, and materials necessary for the satisfactory performance of the work set forth in the agreement.

**Mowing Schedule**

Schedule will be agreed upon by the Parks Superintendent and the Contractor, depending on seasonal growing conditions. The mowing schedule shall be a plan approved by the Parks Superintendent. The hours during which the work shall be performed shall be at the discretion of the Contractor, with the approval of the Parks Superintendent. Work performed shall be Monday through Friday, 7:30 a.m. to 4:30 p.m. Work shall not occur on weekend or holidays recognized by the City.

Exhibit B  
Mowing and Landscape Services  
Street Panels Specifications

Scope of Service

The City of Lakewood desires to retain the Contractor for the landscape maintenance of the Bloomfield Avenue, Centralia Street, Del Amo Boulevard and Pioneer Boulevard medians within City limits under this agreement in connection with the work hereinafter described.

LOCATION	APPROX. SQ. FT.	
<b>Del Amo Blvd. (Palo Verde Ave. to Pioneer Blvd.)</b>		
Palo Verde Ave. to Knoxville Ave.	2,800 sq ft	
Knoxville Ave. to Studebaker Rd.	13,000 sq ft	
Jersey St. to Los Coyotes Diag. Synthetic turf and planters	800 sq ft	
Los Coyotes Diag. to Pioneer Blvd. Synthetic turf and planters	1,300 sq ft	
Los Coyotes Diag. to Pioneer Blvd. Synthetic turf and planters	740 sq ft	
Turn lane east of Pioneer Blvd.	700 sq ft	19,340 sq ft
<b>Centralia St. north panels (Pioneer Blvd. to Bloomfield Ave.)</b>		
Belshire Ave. to Claretta Ave.	5,250 sq ft	
Claretta Ave. to Hawaiian Ave.	5,300 sq ft	10,550 sq ft
<b>Bloomfield Ave (Del Amo Blvd. to 215th St.)</b>		
Turn lane south of Del Amo Blvd.	825 sq ft	
Del Amo Blvd. to Vandemere St.	3,200 sq ft	
206th St. to Lemming St.	5,700 sq ft	
Lemming St. to Walcroft St.	1,000 sq ft	
Walcroft St. to Centralia St.	1,000 sq ft	
Centralia St. to Gradwell St.	1,600 sq ft	
Gradwell St. to 214th St.	1,100 sq ft	
241th St. to 215th St. including turn lane	2,800 sq ft	17,225 sq ft
<b>Pioneer Blvd (Del Amo Blvd. to Carson St.)</b>		
Turn lane south of Del Amo Blvd.	700 sq ft	
Del Amo Blvd. To 205th St.	1,400 sq ft	
205th St. to 206th St.	1,000 sq ft	
207th St. to 208th St.	900 sq ft	
208th St. to Walcroft St.	850 sq ft	
Centralia St. to Massinger St.	1,600 sq ft	
Massinger St. to 214th St.	3,100 sq ft	
214th St. to 215th St.	575 sq ft	
215th St. to 216th St.	500 sq ft	
216th St. to Carson St. excluding turn lane	315 sq ft	
Turn lane north of Carson St.	520 sq ft	11,460 sq ft
<b>TOTAL</b>	<b>58,575 sq ft</b>	

## **Responsibilities**

### **Turf Area**

All turf areas are to be mowed weekly to maintain the height specified below with clippings mechanically mulched and the borders neatly edged. Trim around trees and sprinkler, keeping grass below weekly mowing height using weed eater-type trimmer. Trim around planters, mowing strips, street signs, and light standards. Mow to the following height: Bermuda and Adelaide grass are to be mowed at 1"; Bluegrass, Rye and Fescue grass are to be mowed at 2".

- Irrigate as necessary to maintain proper growth rate and optimum appearance. Irrigation shall take place between 11:00 p.m. and 4:00 a.m.
- Each station shall not run more than 4.5 minutes per cycle. More than one cycle may be run per night. All cycle lengths shall be approved by the Director of Recreation and Community Services.
- Maintain lawn areas in a weed-free condition. For chemical control of broadleaf weed, broadleaf herbicide shall be initiated on an as-needed basis to maintain a "weed-free" turf condition. This shall be the program for all turf grass areas.
- Aerate a minimum of once a year between March 1 and April 30. Aerate all turf by removing 1/2 "diameter by 3" deep cores of sod with an aerator machine at not more than 6" spacing.
- Turf shall be dethatched and debris removed once every 3 years between September 1st and October 1st, using a "flail type" dethatching machine. Contact Director of Recreation and Community Services before commencing work.
- Fertilize four (4) times annually with a controlled release complete fertilizer or approved equal, using two pounds Nitrogen per 1000 square feet, March, June, October and December.
- Notify the Director of Recreation and Community Services for permission before commencing work.
- Control pests, including rodents, snails, and diseases continuously to provide a healthy environment for plants and public. This is to be done on a continuing basis as required to eradicate the pest.
- Contractor shall rake up all leaves and/or pine needles prior to mowing, leaving no material behind.

- **Shrubs Cover Areas**

- All weeds shall be removed as they appear. A broad-spectrum pre-emergent weed control, such as Dimension, Ronstar or other approved chemical shall be applied per manufacturer's specifications to shrub beds and ground cover beds in April and October. Additional weed control shall be initiated as necessary to maintain a weed-free condition. This shall be done on a continuing basis with crews assigned as necessary to accomplish a weed-free project.
- Morning Glory, dandelions, and other broadleaf weeds shall be treated immediately when observed by spot treating with Trimec or other chemical, as approved by the Director of Recreation, and Community Services.
- Agapanthus stalks shall be removed within two (2) weeks after blooming.

- Irrigate as required to maintain adequate growth and healthy appearance. v. Control pests, including rodents, snails and diseases continuously to provide a healthy environment for plants and public.
- It shall be the responsibility of the Contractor to keep the groundcover planters 2" below the curb and sidewalk to contain the water from the irrigation system. It is the responsibility of the new Contractor to lower the soil as needed and shall be included in the bid price.

### **General Landscape Conditions**

All operations will be conducted by the Contractor to provide maximum safety to the public. Contractor will obtain, at his own expense, and place signs, lights, barricades or other safety devices necessary to prevent accidents, injuries or damage consistent with the work Area Traffic Control Handbook (latest edition as published by building News, Inc.) and shall meet all applicable OSHA requirements. No more than 1/4 mile of both sides of an arterial street may be coned off at any one time.

- Leaves, paper weeds and other debris will be removed weekly from all landscaped areas and disposed of offsite daily.
- Contractor will clean roadways, curb, gutter and any other areas within the landscaped area to a standard acceptable to the Director of Recreation and Community Services. This shall include removal of weeds growing from the above areas.
- Contractor shall give notification of all "specialty type" maintenance operations to the City 48 hours prior to each of these operations. "Specialty type" maintenance operations are defined as: fertilization, pre-emergent weed control, turf aeration, turf thatching, seeding, all pesticide application except spot treatment and other types of plant replacements. Non-notification is reason for the City to consider the specialty type maintenance not to have been done.
- Contractor is required, as part of this agreement, to furnish all materials to accomplish maintenance in accordance with the foregoing specifications and to supply proof of application and purchase of chemicals and fertilizers. Contractor is further required to stock items that are frequently used. These items, including irrigation parts, shall be of the same make and model as the original.
- Contractor is required to maintain an office within 10-mile radius of job site and provide the office with live phone service 7:00 A.M. to 5:00 P.M. Contractor is required to have 2-way radio contact with his crews and trucks at all times. Contractor is further required to provide city with a 24-hour emergency phone number for contact outside normal working hours. The response to an emergency call out by the Contractor shall not be more than one hour and shall be considered part of the normal contract except problems caused by vehicle accidents or Acts of God.
- Contractor shall apply herbicides per State and County Codes and only when approved by the Director of Recreation and Community Services or his or her designated representative.
- Contractor shall replace or replant any ground cover, shrubs or trees damaged by the Contractor, or missing for any reason other vehicle damage or Acts of God.
- All landscaping and irrigation work shall be done following the City's standards and specifications for planting and irrigation. These specifications are on file at the city of Lakewood

### **Reports**

- **Sprinkler Irrigation Reports:** The Contractor is obligated to furnish monthly sprinkler irrigation reports at the request of the City. Controllers must be checked weekly to insure their proper operation and any malfunctions shall be reported promptly to the Director of Recreation and Community Services or his or her designated representative. Non-working heads, broken risers, stations failing to turn on or off as dictated, leaking valves, main line leaks, broken wires, or controller failing to keep time are all examples of irrigation failures. These failures shall be reported within 24 hours upon discovery and repairs or replacements made before 24 hours have passed, unless there is continuous leaking resulting in an erosion problem, in which case repairs shall be made immediately.
- **Hazard Reports:** The Contractor is required to furnish hazard reports every two (2) weeks or as they occur. Requests for maintenance of any hazard will be made by service order.
- **Weekly Maintenance Schedules:** The Contractor is required to furnish weekly maintenance schedules to include planned activities for all persons performing any function of the contract.

### **Mowing Schedule**

Schedule will be agreed upon by the Parks Superintendent and the Contractor, depending on seasonal growing conditions. The mowing schedule shall be a plan approved by the Parks Superintendent. The hours during which the work shall be performed shall be at the discretion of the Contractor, with the approval of the Parks Superintendent. Hours of performance shall be Monday through Friday, 7:30 a.m. to 4:30 p.m. Work shall not occur on weekend or holidays recognized by the City.

### **Disposal of Materials**

Contractor shall dispose of all refuse and trimming collected by hauling them to legally established dumps. Transfer points for storage of refuse and trimming must be approved by the Parks Superintendent.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Agreement for Elevator Preventative Maintenance and Repair Services with Liftech Elevator Services, Inc.

### **INTRODUCTION**

Liftech Elevator Services, Inc. has been assisting the City in providing repair and preventative maintenance on the city's three elevators since July 2009. Staff recommends their agreement be amended.

### **STATEMENT OF FACT**

The City has a substantial investment in the elevators at The Centre at Sycamore Plaza and Burns Community Center. Elevators are licensed by the State and require routine maintenance, inspection and testing services in order to maintain their state certifications. Occasionally, the elevators will require repairs. Downtime of an elevator must be kept to a minimum. Liftech Elevator Services, Inc. has been providing these services for several years. Currently the elevator at Burns Community Center is maintained by a separate service provider. Liftech will be providing maintenance services for the two elevators at the Centre at Sycamore Plaza.

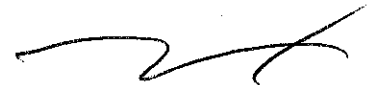
Staff recommends that the existing service provider agreement with Liftech Elevator Services, Inc. be amended for next fiscal year to provide for general preventative routine maintenance, inspections and required testing. Staff believes their rates are very competitive and they are available for on-call emergency services as needed. Funds have been budgeted in the Public Works Facilities division for such services. This amendment updates their standard monthly rates for the upcoming fiscal year.

### **RECOMMENDATION**

Staff recommends that the City Council amend the elevator services agreement with Liftech Elevator Services, Inc., for a period of one year ending June 30, 2025, in an amount not-to-exceed \$20,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

Kelli Pickler  
Director of Public Works



  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ELEVATOR MAINTENANCE AND REPAIR SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND LIFTECH ELEVATOR SERVICES, INC.

The Agreement dated June 23, 2009, as amended, is further hereby amended as follows:

1. Paragraph 1– Scope of Services, the undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedules dated May 2024.
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for elevator maintenance and repair services identified in said Agreement, under the same terms and conditions for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of June 23, 2009, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

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Liftech Elevator Services, Inc.

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MAYOR

APPROVED AS TO FORM:

ATTEST:

---

CITY ATTORNEY

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CITY CLERK



May 30, 2024

City of Lakewood  
5050 N. Clark Ave.  
Lakewood, CA 90712

**Referenced Property:**

The Centre  
5000 Clark Ave.  
Lakewood, CA 90712

Dear Accounts Payable,

Per the terms and conditions of the service contract, Liftech Elevator Services, Inc. will be increasing your monthly Service Contract from **\$447.00 per month** to **\$469.00 per month** for the next twelve (12) months.

This increase will take effect on your anniversary date of **July 1, 2024**.

Thank you for your continued business with us and please do not hesitate to contact me if you need any further assistance at [Suriel@liftechelevator.com](mailto:Suriel@liftechelevator.com).

Sincerely,

*Suriel Castro*

Suriel Castro  
Office Manager  
Liftech Elevator Services, Inc.

## COUNCIL AGENDA

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Reimbursement Agreements with Long Beach Transit Fixed Route Subsidy and Dial-A-Lift Services

### INTRODUCTION

Long Beach Transit has submitted a request for renewal of the City of Lakewood's ("City") Fixed Route and Dial-A-Lift reimbursement agreements. The current reimbursement agreements expire on June 30, 2024. Long Beach Transit is required to either secure a proportionate amount of subsidies from the jurisdictions it serves or withdraw services. Since 1984, the City has contracted with Long Beach Transit to provide a subsidy for transit services for its residents.

### STATEMENT OF FACTS

Lakewood residents utilize the Long Beach Transit system extensively. The table below shows the ridership since Fiscal Year 2018-2019:

PROGRAM	FISCAL YEAR						
	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025*
<b>FIXED ROUTE TRIPS</b>	1,177,356	930,111	718,187	1,154,505	(n/a)	846,995	810,336
<b>DIAL-A-LIFT TRIPS</b>	2,522	1,921	499	1,067	1,660	1,553	1,873

\*Estimate

(n/a) LBT did not have ridership data available at this time

The contracted transit service subsidies are paid for with the City's Proposition "A" funds. One-year contracts have been prepared for the Fixed Route and Dial-A-Lift services for the next Fiscal Year. The terms of the proposed agreements are as follows:

Reimbursement for Fixed Route Transportation Services. The cost for Fixed Route Transportation Services for Fiscal Year 2024-2025 is not to exceed \$257,959.

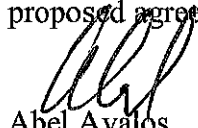
Reimbursement for Dial-A-Lift Services. The compensation for Dial-A-Lift services is based upon the rate of \$54.09 per passenger boarding for Fiscal Year 2024-2025. The total compensation for Dial-A-Lift services for Fiscal Year 2024-2025 is not to exceed \$101,310.

### **SUMMARY**

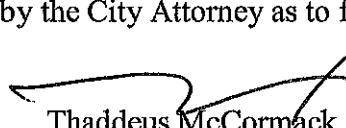
Long Beach Transit has requested renewal of the reimbursement agreements with the City for subsidy of the Fixed Route and for Dial-A-Lift services for Fiscal Year 2024-2025. These projects have been included as a part of the budget.

### **RECOMMENDATION**

Staff recommends that the City Council authorize the Mayor to sign the reimbursement agreements with Long Beach Transit, for both Fixed Route bus services and Dial-A-Lift services. The proposed agreements have been reviewed and approved by the City Attorney as to form.



Abel Avalos  
Director of Community Development



Thaddeus McCormack  
City Manager

May 24, 2024

Mr. Thaddeus McCormack  
City Manager  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90714

Re: Amendment to Agreement of June 7, 1984 between Long Beach Transit and City of Lakewood

Dear Mr. McCormack:

This letter amends the terms of the above-referenced agreement between Long Beach Transit (LBT) and the City of Lakewood (City) for transportation services reimbursement (hereinafter "Agreement") as follows:

**Page 2, Section 1. Term, shall be amended as follows:**

This Agreement shall be in effect when executed by the parties and shall be for fiscal year 2024-2025, commencing July 1, 2024 and terminating June 30, 2025. This Agreement may be terminated by either party at any time, with or without cause, by giving thirty (30) days' prior written notice of such termination. Unless the parties otherwise agree in writing, this Agreement shall terminate on the effective date of the withdrawal of Proposition A funds to City.

**Page 2, Section 2. Compensation, shall be amended as follows:**

City agrees to compensate LBT for public transportation services within the City for a total not to exceed \$257,959 for fiscal year 2024-2025. If this Agreement is terminated prior to June 30, 2025, said amount shall be prorated to the date of termination.

The preceding amendments shall be incorporated as terms of the Agreement. All other terms of the Agreement remain in full force and effect.

**LONG BEACH TRANSIT**

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Kenneth A. McDonald  
President and CEO

\_\_\_\_\_  
Todd Rogers  
Mayor

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Vincent C. Ewing  
General Counsel

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LONG BEACH TRANSIT DIAL-A-LIFT SERVICES**  
**REIMBURSEMENT AGREEMENT BETWEEN THE**  
**CITY OF LAKEWOOD AND LONG BEACH TRANSIT**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into on July 1, 2024, by and between the CITY OF LAKEWOOD, a Municipal Corporation, sometimes herein called the "City", and LONG BEACH TRANSIT, a California non-profit corporation, sometimes herein called "LBT".

W I T N E S S E T H:

WHEREAS, LBT currently serves persons who are mobility impaired in the cities of Long Beach, Lakewood, Paramount and Signal Hill, with demand-response transit service, commonly referred to as Long Beach Transit Dial-A-Lift; and

WHEREAS, LBT executed a new five-year service agreement effective March 1, 2021-February 28, 2026 with Global Paratransit, Inc., a California corporation ("Contractor"), to provide the Dial-A-Lift service; and,

WHEREAS pursuant to that certain LBT agreement #20-030 hereto attached and herein referenced as Exhibit "A" for Dial-A-Lift Paratransit Services ("Service Agreement"); and

WHEREAS, the City Council of the City of Lakewood desires that LBT continue to provide Dial-A-Lift services to Lakewood residents in accordance with the conditions and terms hereinafter set forth; and

WHEREAS, LBT is willing to continue to provide Dial-A-Lift services to mobility impaired residents of the City of Lakewood in consideration thereof and in accordance with and subject to the terms and provisions of this Agreement;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term of Contract. This Agreement shall be effective when executed by the parties hereto and shall be for the fiscal year 2024-2025, commencing July 1, 2024, and terminating June 30, 2025. By resolution of the City Council and its written acceptance by LBT, this Agreement may be extended during any subsequent fiscal year. Notwithstanding the foregoing, the Agreement may be terminated by either party at any time, with or without cause, by giving thirty (30) days' prior written notice of such termination. Unless both parties otherwise agree in writing, Dial-A-Lift services to the residents of City shall be withdrawn upon the non-payment of funds to LBT.

2. Compensation. City agrees to compensate LBT for services rendered pursuant to this Agreement. Compensation shall be payable in four (4) installments. The rate of compensation for the fiscal year 2024-2025 (July 1, 2024 -June 30, 2025) shall be \$54.09 per passenger boarding. LBT shall be authorized to provide for fiscal year 2024-2025 a total of 1,873 Dial-A-Lift rides. If the contract ceiling is reached, the City shall have the option of authorizing additional service at the established rate per passenger, or of discontinuing the service provided by LBT. All invoices shall include ridership and cost data for the installment period. Installment periods shall be July 2024 through September 2024, October 2024 through December 2024, January 2025 through March 2025, April 2025 through June 2025. Installments shall be payable within thirty (30) days of invoicing by

LBT. In the event City fails to make payment in a timely fashion, LBT shall notify City. If payment is not received within five (5) days of notification, LBT shall have right to cease service without notice. In the event this Agreement should be terminated prior to June 30, 2025, said payment shall be prorated to the date of termination.

3. Dial-A-Lift Services. In consideration of the foregoing, LBT agrees to cause Contractor, pursuant to the Service Agreement, to provide, during the contract period, a level of service within the Lakewood area that is not less than the level of services provided during the previous fiscal year unless otherwise agreed to by both parties in writing. It is understood and agreed that the level of said services and rates are otherwise subject to the control and discretion of LBT and any regulatory agency under which LBT may exercise a certificate of Public Convenience and Necessity of Franchise or permit. LBT shall use reasonable efforts to enforce the terms of the Service Agreement to ensure that Contractor complies with the terms of this Agreement. Notwithstanding the foregoing, in no event shall LBT be responsible for the failure of Contractor to provide the Dial-A-Lift services and the sole remedy for such failure shall be the termination of this Agreement pursuant to Section 1. Any claim or liability arising as a result of any negligent act or omission of Contractor shall be handled in accordance with Section 6.

4. Eligibility. LBT shall determine the eligibility of Lakewood residents for Dial-A-Lift services and issue a Dial-A-Lift Membership Card to those certified as eligible. No resident of the City shall be eligible unless he or she is mobility impaired, as defined by the current LBT eligibility requirements.

5. Responsibility for Service. It is understood that this Agreement is for the sole purpose of reimbursing LBT for Dial-A-Lift services rendered to mobility impaired residents of Lakewood pursuant to the Service Agreement between LBT and Contractor. Contractor furnishes at its own expense all equipment and labor necessary to provide said service, level of performance and control thereof shall rest solely in Contractor, subject to the administration of the terms of the Service Agreement by LBT, and to those regulations now or hereafter to use the streets of City of Lakewood, it being further agreed and understood that whether or not LBT and/or Contractor has such a franchise or is required to have such a franchise is not the subject of this Agreement and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

6. Indemnity and Insurance. Pursuant to the Service Agreement, Contractor has agreed to (i) indemnify LBT and City against any and all claims arising as a result of the acts or omissions of Contractor arising out of the performance of the Dial-A-Lift services; and (ii) provide insurance coverage in connection with such services naming LBT and City as additional insureds. A summary of such provisions is attached hereto as Exhibit "B" ("Contractor Liability Provisions"). City acknowledges and agrees that it shall look solely to Contractor for the enforcement of such provisions and in no event shall LBT be liable for any claims or liability arising out of the performance of the Dial-A-Lift services by Contractor. In the event of any claim covered by the Contractor Liability Provisions, City shall give notice of such claim directly to Contractor with a copy to LBT.

7. Independent Contractor. It is distinctly understood that in the performance of this Agreement, LBT exercises control, except as limited by this Agreement, of the level and type of service and does such as an independent contractor and not as an agent of City. LBT agrees that it will not at any time hold itself in any manner as the agent or representative of City or any officer or employee thereof and that it does not have any authority to bind the City for any purposes during the term of this Agreement.

8. Assignment. LBT shall not assign, sublet or lease any part or portion of this Agreement to any party other than Contractor without the prior approval of City.

9. Notice. Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, addressed as follows:

City: City Clerk  
City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712

LBT: Manager, Government Relations  
Long Beach Transit, a Non-Profit Corporation  
1963 E. Anaheim St.  
Long Beach, CA 90813

Contractor: Global Paratransit, Inc.  
400 West Compton Blvd.  
Gardena, CA 90248

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

LONG BEACH TRANSIT  
a Non-Profit Corporation

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Kenneth A. McDonald  
President and CEO

By: \_\_\_\_\_  
Todd Rogers  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Vincent C. Ewing  
General Counsel

APPROVED AS TO FORM

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

# EXHIBIT A



**AGREEMENT NO. 20-030**

**BETWEEN**

**LONG BEACH PUBLIC TRANSPORTATION COMPANY**

**AND**

**GLOBAL PARATRANSIT, INC.**

**THIS AGREEMENT** is made and entered into this 10<sup>th</sup> day of December, 2020, by and between the **LONG BEACH TRANSIT** A California public corporation, with its principal office located at 1963 E. Anaheim St., Long Beach, CA 90813 ("LBT") (Hereinafter referred to as "Buyer"), and **GLOBAL PARATRANSIT, INC.** with its principal office located at 400 W Compton Blvd, Gardena, CA 90248 (Hereinafter referred to as "Seller")

## **WITNESSETH**

**WHEREAS**, Buyer requires the services of Seller to provide Dial-A-Lift Paratransit Services;

**WHEREAS**, said work and/or material cannot be performed by the regular employees of Buyer;

**WHEREAS**, Seller has represented that it has the requisite personnel and experience, and is capable of providing such work and/or material; and

**WHEREAS**, Seller wishes to provide such work and/or material.

**NOW, THEREFORE**, it is mutually understood and agreed by Buyer and Seller as follows:

## **ARTICLE 1. COMPLETE AGREEMENT**

This Agreement, Exhibits, RFP Package Documents, and Proposal Documents constitutes the complete and exclusive statement of the terms and conditions of the agreement between Buyer

and Seller and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. Buyer's failure to insist in any one or more instances upon Seller's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of Buyer's right to such performance or to future performance of such term(s) or condition(s) and Seller's obligation in respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon Buyer except when specifically confirmed in writing by an authorized representative of Buyer.

#### **ARTICLE 2. BUYER DESIGNEE**

The President and CEO of Buyer, or his designee, shall have the authority to act for Buyer as set forth in this Agreement and per the authorization granted by Buyer's Board of Directors.

#### **ARTICLE 3. SCOPE OF WORK**

Seller shall perform the work necessary to complete in a manner satisfactory to Buyer, the services set forth in the Scope of Work / Requirements specifications of RFP 20-030 and said RFP, Global Paratransit, Inc. proposal dated January 15, 2020, which is incorporated by this reference and made a part of this Agreement.

#### **ARTICLE 4. TERMS INCORPORATED BY REFERENCE**

The following Terms and Conditions are incorporated by reference:

1. Attachment A, General Terms & Conditions
2. Attachment C, Insurance Requirements
3. Attachment L- Drug Testing Requirements
4. Attachment LBT-14, Request for Change Order Process
5. Attachment K - FTA Terms and Conditions
6. Attachment H - SBE Participation Form

#### **ARTICLE 5. TERM OF AGREEMENT**

This Agreement shall commence upon execution by the parties and shall continue for five (5) years, and/or until the work and/or materials in the Scope of Work / Requirements have been delivered per the schedule in Seller's proposal, or as modified and agreed to in writing between Buyer and Seller.

#### **ARTICLE 6. NOTICE TO PROCEED**

The Notice to Proceed shall be issued within twenty (20) working days of the Agreement execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between Buyer and Seller.

#### **ARTICLE 7. PAYMENT**

For Seller's full and complete performance of its obligations under this Agreement, Buyer shall pay Seller the sum of six million, eight hundred eighty-four thousand, five hundred and eighty dollars and fifty-five cents (\$6,884,580.55), for a five year base Agreement.

This is a fixed priced contract based on the California CNG fuel rate, in the event of the CNG fuel rate rising more than 2% from the current California's OPIS rate, the Buyer will be obligated to pay for the price difference to the Seller. However, in the event of the CNG fuel rate decreasing more than 2% from the current California's OPIS rate, the Buyer will be obligated for a credit in that current month's billing.

Invoices shall be submitted by Seller to Buyer's Accounts Payable Office. Each invoice shall reference the Purchase Order number assigned for this specific project, and the amount of payment requested. Buyer shall remit payment within thirty (30) days of receipt and approval of each correct invoice.

#### **ARTICLE 8. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, Buyer and Seller mutually agree that Buyer's maximum cumulative payment obligation hereunder (including obligation for Seller's profit) shall be six million, eight hundred eighty-four thousand, five hundred and eighty dollars and fifty-five cents (\$6,884,580.55), including all amounts payable to Seller for any subcontracts, leases, materials and costs arising from, or due to termination of this Agreement.

#### **ARTICLE 9. NOTICES**

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes, shall be by delivery in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**To Seller:**

**GLOBAL PARATRANSIT, INC.**

400 West Compton Blvd

Gardena, CA 90241

Attention: Reza Nasrollahy

**To Buyer:**

**LONG BEACH TRANSIT**

1963 E. Anaheim Street

Long Beach, CA 90801

Attention: Lee Burner  
CC: Vince C. Ewing  
Majed Albokaei

#### **ARTICLE 10. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents and reports produced under this Agreement shall be delivered to, and become upon payment in full for all services rendered, the property of, Buyer. Copies may be made for Seller's records. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by Buyer.

#### **ARTICLE 11. CHANGE ORDERS**

No changes may be made to the General Requirements, Technical Specifications or Scope of Work without written authorization from the Buyer. Any requests for changes from Seller must be made using Buyer's Request For Change Order ("RFCO") process identified as "Purchase Order Attachment LBT-14, Request for Change Order Process". The RFCO process consists of completing a request form, identifying any impact to cost or schedule, and obtaining written approval of Buyer. Complete instructions are attached to the form. Approved RFCO's will result in a revision to the Purchase Order.

**SIGNATURES ON NEXT PAGE**

This Agreement shall be made effective upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 20-030 to be executed on the date first written above.

**LONG BEACH TRANSIT**

By Ken McDonald  
Kenneth A. McDonald  
President and CEO

Date 12/28/2020

**GLOBAL PARATRANSIT, INC.**

By Reza Nasrollahy  
Reza Nasrollahy  
President and CEO

Date Dec-21-2020

**APPROVED AS TO FORM**

By Vince Ewing  
Vincent C. Ewing  
General Counsel

Date 12/28/2020

# EXHIBIT B



## CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, Suite 300 Irvine CA 92614 USA		<b>CONTACT NAME:</b> PHONE (A/C No. Ex): (949) 608-6300 FAX (A/C No.): (949) 608-6459 E-MAIL ADDRESS:	
<b>INSURED</b> Long Beach Public Trans. Co. 1963 E. Anaheim Street Long Beach CA 90813 USA		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Allied World National Assurance Company 10690 INSURER B: The Princeton Excess & Surp Lines Ins Co 10786 INSURER C: Safety National Casualty Corp 15105 INSURER D: INSURER E: INSURER F:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570102242615 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSURER	TYPE OF INSURANCE	ADD. INSD	SUBR. WFO	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N1A3RL000012903 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG SIR \$3,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			N1-A3-RL-0000129-03 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) SIR \$3,000,000
B A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$3,000,000			N1A3RL000012903 03124099	07/01/2023 07/01/2023	07/01/2024 07/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
C	Excess Workers Compensation			SP4066711 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EL Each Accident \$2,000,000 EL Disease - Policy \$2,000,000 EL Disease - Ea Emp \$2,000,000

Certificate No : 570102242615

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Coverages for General Liability are applicable to the Excess Liability policy but subject to a \$3,000,000 Retention. Excess Workers Compensation Retention: \$1,500,000. City of Lakewood is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

### CERTIFICATE HOLDER

### CANCELLATION

City of Lakewood City Hall 5050 Clark Avenue Lakewood CA 90712 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Long Beach Public Trans. Co.
POLICY NUMBER See Certificate Number: 570102242615		
CARRIER See Certificate Number: 570102242615	NAIC CODE	EFFECTIVE DATE

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25    **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]


**THE PRINCETON EXCESS AND SURPLUS LINES  
INSURANCE COMPANY**

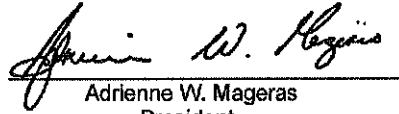
**RETAINED LIMIT POLICY CHANGES**

Date Issued: 07/07/2023

Named Insured <b>Long Beach Public Transportation Corporation</b>	Endorsement Number <b>1</b>
Policy Number <b>N1-A3-RL-0000129-03</b>	Endorsement Effective <b>07/01/2023</b>

Countersigned by

  
\_\_\_\_\_  
Ignacio Rivera  
Deputy General Counsel and  
Assistant Secretary

  
\_\_\_\_\_  
Adrienne W. Mageras  
President

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ADDITIONAL INSURED**

**This endorsement modifies insurance provided under the following:**

**GENERAL LIABILITY COVERAGE PART  
AUTOMOBILE LIABILITY COVERAGE PART**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

**Schedule**

**Person or Organization (Additional Insured):**

Insured the person or organization with whom you have agreed in a written contract or written agreement that such person or organization be added as an additional Insured in your policy

**Description of Activity(ies) or Operations:**

Insured the person or organization with whom you have agreed in a written contract or written agreement that such person or organization be added as an additional Insured in your policy

With respect to coverage for **Bodily Injury** or **Property Damage** under the **Automobile Liability Coverage Part** and the **General Liability Coverage Part**:

- A. The Definition of **Insured** in the Liability Claim Administration, Exclusions, Conditions And Definitions RL 1000 LC section of this policy is amended to include as an **Insured** the person or organization shown in the above Schedule with whom you have agreed in a written contract or written agreement that such person or organization be added as an additional **Insured** in your policy. Such person or organization is an **Insured** only with respect to their tort liability assumed by you relating to or arising out of the specified activity(ies) or operations described in the above Schedule. Tort Liability means liability that would be imposed by law in the absence of any contract or agreement. However, this insurance only applies with respect to liability for **Bodily Injury** or **Property Damage** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, as covered by this endorsement under the terms of this policy.

**ENDORSEMENT NO. 1**

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The following provisions also apply:

- (1) The written contract or written agreement must be in effect at the inception of the **Policy Period** or become effective during the **Policy Period**; and
- (2) The written contract or written agreement must be executed prior to the **Bodily Injury** or **Property Damage**.

Subject to the paragraphs above; any such person's or organization's status as an additional **Insured** ends when any of the following first occurs:

- (1) This policy terminates;
- (2) The written contract or written agreement terminates; or
- (3) The specified activity(ies) or operations described in the above Schedule terminate.

- B. The following is added to Condition D. Other Insurance in the Liability Claim Administration, Exclusions, Conditions And Definitions RL 1000 LC section of the policy, and supersedes any provision to the contrary:

For the additional **Insured** under your policy shown in the above Schedule, and subject to Paragraph A. above, this insurance is primary to and will not seek contribution from any other insurance available to such additional **Insured** provided that:

- (1) The additional **Insured** is a **Named Insured** under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional **Insured** for amounts payable under the insurance provided by this endorsement.

All other terms and conditions remain unchanged.

**ENDORSEMENT NO. 1**

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## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** 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 (now known as Local Solutions Fund) to hire a Homeless Services Liaison to serve the Local Coordinating Area 4 cities of Hawaiian Gardens, Lakewood and Signal Hill. On September 27, 2022 and June 27, 2023, City Council approved agreements for one year terms with Adriana Lopez to serve as the Homeless Services Liaison. The current agreement Ms. Lopez is set to expire June 30, 2024.

### **SUMMARY**

The Homeless Services Liaison position under the Gateway Cities COG (GCCOG) Local Solutions Fund is funded through the LA County Homeless Initiative using Measure H funds. The GCCOG has an existing agreement with LA County to receive funds to support 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.

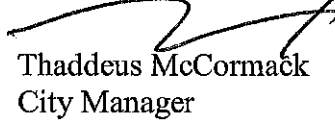
**RECOMMENDATION**

Staff recommends City Council approve an agreement with Adriana Lopez to serve as the Homeless Services Liaison for the term of July 1, 2024 through June 30, 2025 and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager



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

This Professional Services Agreement ("Agreement") is made and effective as of July 1, 2024 (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, 2025, 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, 2025. Duration of this contract position may be extended if grant funding is extended. The Homeless Liaison will serve the cities of Hawaiian Gardens, Lakewood and Signal Hill.*

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

#### **Examples of Duties**

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

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

- Represents the Cities of Hawaiian Gardens, Lakewood, and Signal Hill's concerns at homeless services-related meetings in the Continuum of Care, Coalitions and Coordinated Entry System
- Represents Hawaiian Gardens, Lakewood, and Signal Hill at homeless committees and community meetings
- Maintains reports, logs and files and databases
- Documents and records information electronically and in written format
- Assists clients in connecting to appropriate service providers
- Conducts crisis intervention as needed
- May provide own transportation for work related travel as necessary
- Performs other related duties as assigned

### **Qualifications**

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

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

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

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

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

## EXHIBIT B

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

#### **Other provisions or requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Approval of Agreement Amendment with Los Angeles County for Community Prosecutor Program

### **INTRODUCTION**

The Los Angeles County, Office of the District Attorney administers the Community Prosecutor Program designed to provide proactive approaches to address quality of life and nuisance issues in communities through the services a dedicated Deputy District Attorney.

### **STATEMENT OF FACTS**

In August 2022, Lakewood joined the City of Paramount in sharing the cost of a Deputy District Attorney through the Community Prosecutor Program. Through this partnership, each city pays for 50% of the cost for a Deputy District Attorney.


The Community Prosecutor Program provides an added layer of public safety service by bringing specialized prosecutorial services and legal expertise into the city's public safety team. The Deputy District Attorney works closely with the city's public safety and code enforcement staff, Special Assignment Team Deputies and Detectives, school administrators and other partner agencies.

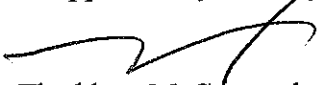
Through her work, the Deputy District attorney has been successful advocating for strong prosecutions in criminal cases, particularly those involving repeat offenders, obtaining court orders to enhance public safety, worked with property and business owners to abate nuisance activity and provides critical support to our Special Assignment Team Deputies.

The agreement amendment amends two provisions of the current agreement. First, the current agreement allows for four (4) one (1) year term extensions. The amendment would exercise the second extension, for a term of July 1, 2024 to June 30, 2025. Second, the not to exceed amount is amended to \$163,081 to reflect the city's share of the program for FY 2024-25.

### **RECOMMENDATION**

Staff recommends the City Council approve an agreement amendment with Los Angeles County through the Office of the District Attorney for the Community Prosecutor Program, and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

  
Joshua Yordt  
Director of Public Safety

  
Thaddeus McCormack  
City Manager

**AMENDMENT NO. 2  
TO  
AGREEMENT BY AND BETWEEN  
THE CITY OF LAKEWOOD AND THE COUNTY OF LOS ANGELES  
FOR  
COMMUNITY PROSECUTOR PROGRAM**

This Amendment Number Two is made by and between the City of Lakewood (hereinafter "CITY") and the County of Los Angeles (hereinafter "COUNTY").

**RECITALS**

WHEREAS, on October 4, 2022, the County Board of Supervisors authorized the Los Angeles District Attorney's Office ("LADA") to enter the COUNTY into an agreement with the CITY for the Community Prosecutor Program;

WHEREAS, under California Government Code Section 26500.5, the LADA may sponsor, supervise, or participate in any project or program to improve the administration of justice;

WHEREAS, on November 28, 2022, the CITY and COUNTY executed an agreement for Community Prosecutor Program ("Agreement");

WHEREAS, on October 23, 2023, the CITY and COUNTY executed the Amendment No.1 to the Agreement to 1) exercise the first one (1) year extension from July 1, 2023, through June 30, 2024; 2) update Section 3.0 to reflect the status from one full-time Deputy District Attorney (DDA) to one part-time DDA; and 3) add Section 15.0 COUNTERPARTS to the Agreement; and

WHEREAS, the CITY and COUNTY mutually agree that it is both to their benefit to extend the term of the Agreement for the second one (1) year extension through June 30, 2025. The payment terms are updated, and Exhibit A-2 shall be added as a part of this amendment.

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the PARTIES that the Agreement shall be amended as follows:

1. This Amendment shall commence on the date of execution by the COUNTY.
2. Section 2.0 TERM OF THE AGREEMENT is deleted in its entirety, amended from Amendment No. 1, and replaced in its entirety:

The term of this Agreement shall commence on the effective date of the execution of the last signatory and continue through June 30, 2025. Upon mutual agreement of both PARTIES, at the conclusion of this present agreement, the same or similar agreement may be extended for up to two (2) additional one (1) year periods.

**AMENDMENT NO.2**  
**COMMUNITY PROSECUTOR PROGRAM**

3. Section 4.0 PAYMENT TERMS is deleted in its entirety and replaced as follows:

The annual cost payable by CITY to COUNTY will not exceed \$163,081, for the period covering July 1, 2024, through June 30, 2025, and will be the total monetary amount for providing one part-time DDA for the services rendered in 3.0 through 3.4, of this Agreement for the implementation of the Community Prosecutor Program in accordance with Exhibit A - Budget which is attached and incorporated by reference. The total contract amount for the term of the Agreement shall be \$416,048.

The annual cost for the period covering July 1, 2024, through June 30, 2025, shall be limited to the salary, employee benefits, indirect costs, and State Bar dues of the assigned DDA, including any increases approved by the COUNTY for DDA Staff. Annual contributions in each subsequent year will be limited to an amount mutually acceptable to both PARTIES.

4. Exhibit A-2 Budget shall be added to the Agreement, attached hereto, and incorporated herein by reference. All references to Exhibit A-2 Budget of the Agreement, shall hereafter include Exhibit A-2 Budget.

Except as provided in this Amendment No. 2, all other provisions, terms, and conditions to the agreement shall remain the same and in full force and effect.

**IN WITNESS WHEREOF**, the below PARTIES hereto have executed this Amendment No. 2.

\_\_\_\_\_  
ARIEL PE, Mayor  
City of Lakewood

\_\_\_\_\_  
GEORGE GASCÓN, District Attorney  
County of Los Angeles

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CITY OF LAKEWOOD COMMUNITY PROSECUTOR PROGRAM

JULY 1, 2024 THROUGH JUNE 30, 2025

ESTIMATED BUDGET CATEGORY AND LINE ITEM DETAIL						COST
<u>Employee Salaries</u>						
<u>1 Deputy District Attorney III</u>	3	x	50%	x	15,779.92 =	23,670
	9	x	50%	x	16,293.00 =	73,319
					Annual Salary	96,989
					Net County Cost for LADA	0
						96,989
						\$ 96,989
 <u>* Employee Benefits</u>						
<u>1 Deputy District Attorney III</u>	1	x	62.904%	x	96,989 =	61,010
					Net County Cost for LADA	0
						61,010
						\$ 61,010
 <b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>						<b>\$ 157,999</b>
 <u>* Indirect Costs</u>						
<u>1 Deputy District Attorney III</u>	1	x	66.167%	x	96,989 =	64,175
					Net County Cost for LADA	(59,325)
						4,850
						\$ 4,850
 <u>** California State Bar Dues</u>						
<u>1 Deputy District Attorney III</u>	1	x	50%	x	463 =	232
					Net County Cost for LADA	0
						232
						\$ 232
 <b>TOTAL INDIRECT COSTS AND OTHERS</b>						<b>\$ 5,082</b>
 TOTAL PROGRAM COST						222,406
NET COUNTY COST FOR LADA						26.7% (59,325)
NET PROGRAM COST						73.3% 163,081
 Note:						
* Based on FY 2023-24 Auditor-Controller approved rates and are subject to change.						
** As of December 1, 2023, State Bar Dues are \$463/year.						
<b>NET PROGRAM COST</b>						<b>\$ 163,081</b>

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Transportation Planning and Engineering Services Agreement with LSA Associates, Incorporated

### **INTRODUCTION**

LSA has assisted the City with transportation planning and engineering related services for several years. LSA is available to provide planning and engineering for large and small projects when requested by the city on an as needed basis.


### **STATEMENT OF FACT**


The City is in need of the part-time services of a contract transportation planning and engineering firm and LSA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

LSA has provided transportation planning and engineering services for the City in a very professional and cost effective manner.

### **RECOMMENDATION**

That the City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for transportation planning and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
TRANSPORTATION PLANNING AND ENGINEERING SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
LSA ASSOCIATES, INC.

Per Section 4 of the Agreement dated July 1, 2002, the undersigned agree to extend the agreement for transportation planning and engineering services dated the 1<sup>st</sup> day of July 2002 under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the May 2024 Hourly Billing Rates for services actually rendered."

Dated the 11th day of June 2024.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Jo Mayberry, City Clerk

**HOURLY BILLING RATES EFFECTIVE MAY 2024**

Job Classification						Hourly Rate Range <sup>1,2</sup>
Environmental Planning	Transportation	Air/Noise	Cultural/Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	\$190–\$400
Associate	Associate	Associate	Associate	Associate	Associate	\$150–\$250
Senior Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Archaeologist/Architectural Historian/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130–\$235
Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$100–\$165
Assistant Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Field Archaeologist/Paleontologist	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$85–\$130
<b>Office Services</b>						
Marketing						\$110–\$185
Office Assistant						\$110–\$145
Project Accountant						\$110–\$135
Document Management/Technical Editing/Graphics						\$115–\$160

<sup>1</sup> The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

<sup>2</sup> Hourly rates are subject to review at least annually and may be adjusted to reflect changing labor costs at LSA's discretion.

**LSA IN-HOUSE DIRECT COSTS EFFECTIVE MAY 2024<sup>1</sup>**

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	GPS Unit	\$75.00 per day
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day

<sup>1</sup> Direct costs shall be reimbursed at cost plus 10 percent.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Agreement with Macerich Lakewood LP for Law Enforcement Services at Lakewood Center Mall

### **INTRODUCTION**

The City of Lakewood contracts with the Los Angeles County Sheriff's Department for deputies assigned to Lakewood Center Mall. Cost of the deputies is shared with the managing agent, Macerich Lakewood LP (Macerich).

### **STATEMENT OF FACTS**

The City contracts with the Los Angeles County Sheriff's Department for two 40-hour relief deputies who are assigned to Lakewood Center Mall. The cost per deputy for FY 2024-2025 is \$415,300, inclusive of the Liability Trust Fund surcharge. The Agreement with Macerich provides that Macerich will fund the cost of one deputy and reimburse the City \$34,605.23 per month for 12 months beginning July 1, 2024.

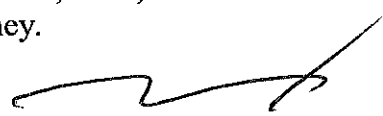
### **RECOMMENDATION**

Staff recommends that the City Council approve the agreement with Macerich Lakewood LP for funding one deputy sheriff from July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement approved as to form by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager



## LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as this "Agreement"), is made as of June \_\_\_\_\_, 2024, by and between **Macerich Lakewood LP**, a Delaware limited partnership (referred to herein as "Manager"), and the **City of Lakewood**, a municipal corporation (referred to herein as "City"), based upon the following facts and circumstances:

A. Manager is the managing agent on behalf of the owner(s) of the shopping center located at 500 Lakewood Center Mall, Lakewood, CA 90712 and commonly known as Lakewood Center (referred to herein as the "Center"); and,

B. City contracts with the Los Angeles County Sheriff's Department ( "LASD") for law enforcement services within City's territorial jurisdiction; and,

C. Manager desires to continue with the long-standing practice of collaborating with City to obtain the services of LASD deputies to perform Law Enforcement Services (as defined below) at the Center, as set forth in this Agreement.

In consideration of the fees to be paid by Manager to City and the covenants to be performed by each of the parties hereunder, Manager and City do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

**1. Law Enforcement Services.** Subject to the terms and conditions set forth in this Agreement, City hereby agrees to cause the LASD to provide Manager with uniformed LASD deputies ("Deputies") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in Exhibit A, attached hereto and incorporated herein by this reference, which may be modified by the parties from time to time to meet the specific needs of the Center. Deputies working at the Center are subject to the LASD's policies and procedures and, as such, are required to observe the LASD's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by the LASD to the general public. Discipline for Deputies will be initiated by the LASD only and Manager shall have no liability with respect to any disciplinary action taken against any Deputy. It is understood by the parties that the LASD and its Deputies do not owe a greater level of police services or protection under this Agreement than is owed to the public generally.

**2. Term.** The term ("Term") of this Agreement shall commence on July 1, 2024 and shall expire on June 30, 2025, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon thirty (30) days' prior written notice. City may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Deputies, or due to emergencies.

**3. Payment for Services.** Manager shall pay to City, within thirty (30) days of receipt of an invoice from City, the agreed upon costs (as set forth in Exhibit A) to City for providing the Law Enforcement Services at the Center.

**4. Notices.** All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by reputable overnight courier to the following addresses:

If to Manager, to: c/o The Macerich Company  
401 Wilshire Boulevard, Suite 700  
Santa Monica, CA 90401  
Attn: General Counsel

If to City, to: City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712  
Attn: Joshua Yordt, Director of Public Safety

or to such other address as either party may direct by notice given to the other as hereinabove provided. Notices will be deemed to have been given upon either receipt or rejection. For notices to be delivered to Manager, a copy shall also be sent to the manager for the Center.

**5. Miscellaneous.**

a. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

c. In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding.

d. Except as the parties may specify in writing, neither party shall have the authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other to any obligation whatsoever.

e. All Deputies will be employees of the LASD only, and will at all times be subject to the direct supervision and control of the LASD. Manager shall not have any responsibility for paying the salaries, statutory benefits (including Worker's

Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and any other expenses relating to each such employee of the LASD.

f. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

g. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

**Manager**

MACERICH LAKEWOOD LP,  
a Delaware limited partnership

By: Macerich Lakewood GP LLC,  
a Delaware limited liability company  
its general partner

**City**

CITY OF LAKEWOOD,  
a municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Todd Rogers

Title: \_\_\_\_\_

Title: Mayor

## EXHIBIT A

### 1. Payment:

- a. Provided City is discharging its obligations hereunder, as full payment for all Services rendered under this Agreement, Manager shall pay City in accordance with the following:
  - i. Manager shall pay to City as the service fee (the "Service Fee") the sum of \$34,605.25 per month, which shall be due and payable on the fifteenth day of each month. City shall invoice Manager monthly for each such payment.
  - ii. In the event that this Agreement is terminated by either party, with or without cause, Manager will receive a pro-rata refund of the then applicable Service Fee, to the extent applicable.

### 2. Services:

- a. City shall cause the LASD to staff the Center during the Term with two Deputies for 40 hours per week, to be scheduled as agreed by the parties. It is the intent of the parties for the Deputies to be solely stationed at the Center and not to leave the Center unless it pertains to Center business. Manager and City shall periodically confer with respect to scheduling, patrolling, and other related police activities so as to arrange for proper police coverage within the Center building and adjacent parking areas coincident with those days and times during which police services are required by the Manager. The parties shall designate representatives and establish appropriate lines of communication.
- b. Manager shall exercise its own discretion and control over its private security personnel.
- c. The Deputies shall be supervised by the Lakewood Sheriff's Station Captain, or his/her designee. Any requests for specific activities or modification to schedules involving the Deputies shall be submitted to and approved by the Captain, or his/her designee.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Third Amendment to Professional Services Agreement (PSA) for SCADA System Maintenance

### **INTRODUCTION**

On June 14, 2022, the City Council approved a Second Amendment for a Professional Services Agreement (PSA) for SCADA System Maintenance with Macro Automatics Corporation (MAC). The agreement with MAC is scheduled to end on June 30, 2024; therefore, staff recommends extending the agreement to June 30, 2025 per the stated renewal terms of the original agreement.

### **STATEMENT OF FACT**

The City of Lakewood's Department of Water Resources has identified a few projects that are integral to the maintenance of the DWR system and would require MAC's expertise, specifically in the support and maintenance of our SCADA system. The scope of work for the next Fiscal Year is the routine identification and repair of any failures in PLC and control panel equipment, field instruments, central computer system, and communications equipment.

Staff recommends extending the existing agreement to June 30, 2025 for an amount not to exceed \$60,140.00 for FY 2024-2025.

### **FISCAL IMPACT**

Funds are proposed in Operating Account 75008200-51000 Contractual Services in the Department of Water Resource's proposed budget for FY 2024-2025.

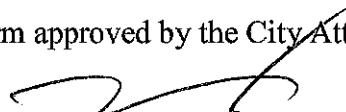
### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve Third Amendment to Professional Services Agreement with Marco Automatics Corporation for not-to-exceed amount of \$60,140 for FY 2024-2025; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.



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



Thaddeus McCormack  
City Manager

**THIRD AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR  
SCADA SYSTEM MAINTENANCE**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and MACRO AUTOMATICS CORPORATION, sometimes hereinafter referred to as SERVICE PROVIDER.

**W I T N E S S E T H:**

WHEREAS, on June 14, 2022, the CITY approved Second Amendment to an Agreement entitled "SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES FOR SCADA SYSTEM MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2025,

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

TERM. This agreement shall be extended until June 30, 2025 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. The City agrees to pay to SERVICE PROVIDER a sum not to exceed \$60,140 for FY 2024-2025.

All of the terms and conditions of the AGREEMENT not modified by this Second Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Macro Automatics Corporation

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Extension of Engineering and Traffic Survey Services Agreement with Newport Traffic Studies

### **INTRODUCTION**

Newport Traffic Studies (NTS) has assisted the City with traffic-related services over the past several years. These services include conducting traffic counts for the Traffic Census Report, radar studies that must be filed with the Court for enforcement of speed limit violations, and various other traffic engineering services as requested by the City on an as needed basis.

### **STATEMENT OF FACT**

The City is in need of the part-time services of a contract engineering and traffic survey firm and NTS has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

NTS has provided engineering and traffic survey services for the City in a very professional and cost effective manner.

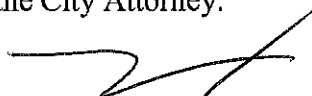
### **RECOMMENDATION**

That the City Council extend the engineering and traffic survey services agreement with NTS for a period ending June 30, 2025, in an amount not to exceed budgeted amounts and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler  
Director of Public Works



Thaddeus McCormack  
City Manager



RENEWAL OF AGREEMENT FOR  
ENGINEERING AND TRAFFIC SURVEY SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
NEWPORT TRAFFIC STUDIES

Per Section 10 of the Agreement dated November 14, 2000, the undersigned agree to extend the agreement for engineering and traffic survey services dated the 14th day of November 2000 under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the January 2024 Hourly Billing Rates for services actually rendered."

Dated the 11th day of June 2024.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Jo Mayberry, City Clerk

# *Newport Traffic Studies*

## *City Fee Schedule*

Southern California

January 1, 2024

### *Machine Counting*

*Single Tube Counter - \$70 per day*

*Dual Tube Counter - \$95 per day*

*Speed Profiles - \$75 per day*

*Machine classification - \$65 per day*

Some Minimums may apply

*7 day counts - 6th & 7th day no charge*

### *Handcount Services*

(Turn Counts, parking surveys, license plate, etc)

*\$55 per man hour of survey*

(Additional office time required for license plate surveys)

### *Radar Surveys*

*\$55 per Location*

*\$150 per location adt and radar*

### *Special Studies*

Studies Requiring Principal Time

*\$75 per hour*

3 Hour Minimum

All prices listed above include mileage, travel time and materials

Additional mileage may be required for services outside of the  
Southern California vicinity.

Price subject to change

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment for Environmental Consulting Services with Nicholls Consulting

### **INTRODUCTION**

The City has utilized solid waste consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental-related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. Nicholls Consulting has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates established by the State.


### **STATEMENT OF FACT**

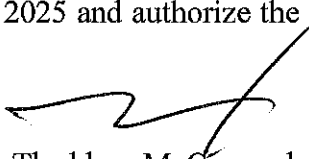
The City is in need of on-call services from an environmental services consulting firm. Nicholls Consulting has the experience to perform all aspects of the scope of work outlined in their existing agreement. The work is performed on a time-and-material basis, under Nicholls Consulting's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with Nicholls Consulting and provide written authorization to proceed.

When Nicholls Consulting is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services Agreement. For smaller projects or studies where fees are less than \$20,000, Nicholls Consulting provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the solid waste operating budget or with Beverage Container Recycling or Used Oil Recycling grant funds.

### **RECOMMENDATION**

It is the recommendation of staff that the City Council amends the environmental services agreement with Nicholls Consulting for a period ending June 30, 2025 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager



P.O. BOX 10335  
TORRANCE, CA 90505

**CITY OF LAKEWOOD FEE SCHEDULE**  
**(Effective July 1, 2024 through June 30, 2025)**

**PROFESSIONAL SERVICES RATE SHEET**

Staff	Rate/Hour
Principal .....	\$100.00
Professional Staff .....	\$65.00
Administrative/Clerical .....	\$55.00

**General Terms**

1. Scheduled rates are effective through June 30, 2025. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, overtime, holidays, and profit.
3. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence are billed at actual cost plus a five percent administrative fee.
4. Copies and printing (over 15 pages) will be billed at \$0.20 per page.
5. Outside printing services will be billed at actual cost, plus a five percent administrative fee.
6. Mileage is charged at the stated Federal rate, which may adjust every calendar year. In CY2024, the rate is \$0.67/mile.
7. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
8. Payment of Nicholls Consulting, Inc. invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by Nicholls Consulting, Inc. in collecting any amounts past due and owing on client's accounts.
9. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Second Amendment to Professional Services Agreement (PSA) for Maintenance of the Bolivar Park Stormwater Capture Facility

### **INTRODUCTION**

On June 14, 2022, the City Council approved the first amendment to an agreement with O.C. Vacuum Environmental Services for the Maintenance of the Bolivar Park Stormwater Capture Facility. The Bolivar Park Stormwater Capture Facility has been in operation since May 2018. This Stormwater Capture Facility has resulted in captured water intended for irrigation and groundwater recharge.

### **STATEMENT OF FACT**

The Bolivar Park Stormwater Capture Facility has been in operation for over six years, and has collected and diverted over 232 million gallons of both wet and dry weather flow. With the capture of wet and dry weather flow comes the need for routine inspection and maintenance, clearing of underground storage basins, inspection and maintenance of the pump station, and the cleaning out of the Nutrient Separating Baffle Box (NSBB). O.C. Vacuum has been the City's sole provider of these services and has provided the City with timely and efficient service.

With their existing professional relationship and the satisfactory completion of aforementioned projects, DWR staff confidently recommends extending the existing Professional Services Agreement with O.C. Vacuum Environmental Services for the Maintenance of the Bolivar Park Stormwater Capture Facility until June 30, 2025 in an amount not to exceed \$80,000.00 for FY 2024-2025.

### **FISCAL IMPACT**

Regional Measure W Funds will be used for these services for FY 2024-2025.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve second amendment to the agreement with O.C. Vacuum Environmental Services for a not-to-exceed amount of \$80,000.00 for FY 2024-2025 for Maintenance of Bolivar Park Stormwater Capture Facility; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.



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



Thaddeus McCormack  
City Manager

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY**

THIS SECOND AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and O.C. VACUUM ENVIRONMENTAL SERVICES., sometimes hereinafter referred to as SERVICE PROVIDER.

**W I T N E S S E T H:**

WHEREAS, on June 14, 2022, the CITY and SERVICE PROVIDER entered into an Agreement entitled "FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY."; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2025; and

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

TERM. This agreement shall be extended until June 30, 2025 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

PAYMENT. The City agrees to pay SERVICE PROVIDER for Services satisfactorily performed in an amount not to exceed \$80,000.00 for FY 2024-2025.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
O.C Vacuum Environmental Services

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renewal of Agreement for On-Call Hazardous Waste Removal Services with Ocean Blue Environmental Services, Inc.

### **INTRODUCTION**

Ocean Blue Environmental Services, Inc. has been our on-call service provider to provide hazardous waste removal services for the City of Lakewood. Staff recommends their agreement be renewed.


### **STATEMENT OF FACT**

The City relies on hazardous waste removal services to pick up hazardous materials from our City Yards and clean up emergency hazardous waste spills and homeless encampments. Ocean Blue Environmental Services, Inc. has the required skills to provide such services. Due to the unforeseen circumstance of hazardous waste emergencies and the importance of providing hazardous waste clean-up in a timely fashion, staff recommends renewing the contract service provider agreement with Ocean Blue.

### **RECOMMENDATION**

Staff recommends that the City Council:

Renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2025, in an amount not to exceed \$135,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
HAZARDOUS WASTE REMOVAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND OCEAN BLUE ENVIRONMENTAL  
SERVICES, INC.

The Agreement dated December 13, 2016 is hereby amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for hazardous waste removal services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of December 13, 2016, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
OCEAN BLUE ENVIRONMENTAL SERVICES, INC. MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Second Amendment to Professional Services Agreement (PSA) for On-Call Electrical Services

### **INTRODUCTION**

From time to time, certain electrical issues outside the scope of City personnel expertise and /or equipment arise within the Department of Water Resources' daily operations. An on-call agreement for these types of electrical needs would minimize operational downtime and ensure that City resources are repaired in a timely manner.

### **STATEMENT OF FACT**

The Department of Water Resources has been using Oscar Electric as their on-call electrical contractor since 2014. In these past 10+ years, Oscar Electric has performed service on pump motors, control panels, variable frequency drives (VFDs), installed various power monitors, and has more recently worked on rewiring a few of the valves on the DWR Arsenic Treatment system. As part of normal operations, electrical issues are encountered throughout the year to integral pieces of equipment that require a swift response by an electrical contractor that has the requisite skill, experience, and equipment to complete the job.

On March 9, 2021, the City Council approved a PSA with Oscar Electrical Services for an on-call contract for a not-to-exceed amount of \$40,000. On June 8, 2021, the City approved first amendment to the PSA with Oscar Electrical Services and extended the contract agreement to June 30, 2024.

With their existing professional relationship and the satisfactory completion of aforementioned projects, DWR recommends extending the current Professional Services Agreement to Oscar Electric for On-Call Electrical Services to June 30, 2025.

### **SUMMARY**

With their existing professional relationship, qualifications, experience, and the satisfactory completion of aforementioned projects, City staff selected Oscar Electric for On-Call Electrical Services for as needed electrical-related services to support water operation.

### **FISCAL IMPACT**

There are sufficient funds within DWR budget to cover this agreement.

**RECOMMENDATION**

Staff recommends that the City Council:

1. Approve Second Amendment to Professional Services Agreement to Oscar Electric for On-Call Electrical Services for not-to-exceed amount of \$40,000.00 for FY 2024-2025.
2. Authorize the Mayor to sign the contract in a form approved by the City Attorney.



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



Thaddeus McCormack  
City Manager

**SECOND AMENDMENT TO AGREEMENT  
FOR ON-CALL EMERGENCY ELECTRICAL SERVICES**

THIS SECOND AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and OSCAR'S ELECTRIC, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

**WITNESSETH:**

WHEREAS, on June 8, 2021, the CITY and SERVICE PROVIDER entered into an Agreement entitled "FIRST AMENDMENT TO AGREEMENT FOR ON-CALL ELECTRICAL SERVICES"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2025.

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

TERM. This agreement shall be extended until June 30, 2025 for a not-to-exceed amount of \$40,000 for FY 2024-2025 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Oscar's Electric, Inc.

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Agreement for Traffic Striping Maintenance Services with PCI

### **INTRODUCTION**

PCI has assisted the City with traffic striping maintenance services for the past several years. The City does not have its own crews or equipment for maintenance of traffic striping.


### **STATEMENT OF FACT**

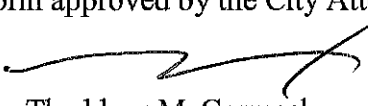
PCI has provided traffic striping maintenance services for the past several years for the City in a very professional and cost effective manner.

The Agreement with PCI entitles them to a price increase based on the April to April CPI for this area. The proposed Schedule of Compensation reflects a 3.9% CPI increase which is the CPI increase for this area during the past year.

### **RECOMMENDATION**

That the City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2025, in an amount not to exceed budgeted amounts for pavement striping and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
PCI

Per Section 15 of the Agreement dated June 27th, 2017, the undersigned agree to extend the agreement for traffic striping maintenance services under the same terms and conditions for one year commencing July 1, 2024 and ending June 30, 2025 except as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 11th day of June, 2024.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY OF LAKEWOOD  
AGREEMENT  
FOR  
TRAFFIC STRIPING MAINTENANCE - 2025  
EXHIBIT A**

**SCHEDULE OF COMPENSATION**

PCI has carefully examined the herein proposal documents of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2025. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

**A. Maintenance Unit Prices (Thermo)**

<b>Item No.</b>	<b>Description (Caltrans StanPlans)</b>	<b>Units</b>	<b>Unit Price</b>	
1	Detail 2 (Thermo)	LF	\$0.51	
2	Detail 9 (Thermo)	LF	\$0.72	
3	Detail 22 (Thermo)	LF	\$1.15	
4	Detail 29 (Thermo)	LF	\$1.09	
5	Detail 32 (Thermo)	LF	\$1.15	
6	Detail 38 (Thermo)	LF	\$1.29	
7	Detail 39 (Thermo)	LF	\$0.51	
8	Type IV Arrow (Thermo)	EA	\$102.93	
9	4-inch Traffic Stripe (Thermo)	LF	\$0.77	
10	12-inch (Limit Lines, Crosswalks) (Thermo)	LF	\$3.61	
11	Pavement Markings (Legends) (Thermo)	SF	\$7.08	
12	Raised, Reflective Pavement Markers (in addition to ones in above Details)	EA	\$6.42	

**EXHIBIT A (continued)****B. Maintenance Unit Prices (Paint)**

<b>Item No.</b>	<b>Description (Caltrans Standard Plans)</b>	<b>Units</b>	<b>Unit Price</b>	
1	Detail 1 (Paint)	LF	\$0.16	
2	Detail 8 (Paint)	LF	\$0.16	
3	Detail 21 (Paint)	LF	\$0.29	
4	Detail 28 (Paint)	LF	\$0.29	
5	Detail 31 (Paint)	LF	\$0.29	
6	Detail 38A (Paint)	LF	\$0.29	
7	Detail 39 (Paint)	LF	\$0.25	
8	Type IV Arrow (Paint)	EA	\$70.78	
9	4-inch Traffic Stripe (Paint)	LF	\$0.38	
10	12-inch (Limit Lines, Crosswalks) (Paint)	LF	\$1.74	
11	Pavement Markings (Legends) (Paint)	SF	\$5.14	
12	Curb Painting (Paint)	LF	\$1.61	

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renewal of Agreement with Pocock Design Solutions Inc. – On-Call Mechanical and Plumbing Engineering Services

### **INTRODUCTION**

In the course of work assigned to the Public Works Department specialized engineering and technical consultants are needed. Pocock Design Solutions Inc. (PDS) has been our on-call service provider to provide mechanical and plumbing engineering services for the City of Lakewood. Staff recommends their agreement be renewed.

### **STATEMENT OF FACT**


Over the past several years, the Public Works Department has undertaken a number of small and large capital improvement projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with PDS.

PDS performs mechanical and plumbing engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. PDS provides design engineering services as required to provide both HVAC systems and plumbing systems designs that comply with California code. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement.

Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time and material basis, under PDS' standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work.

### **RECOMMENDATION**

Staff recommends that the City Council renew the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2025, in an amount Not-To-Exceed \$60,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

  
Kelli Pickler  
Director of Public Works

  
Thaddeus McCormack  
City Manager

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD AND POCOCK DESIGN SOLUTIONS INC.

The Agreement dated June 27, 2017 is hereby amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for mechanical and plumbing engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of June 27, 2017, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

---

ANDREW GOSSMAN  
POCOCK DESIGN SOLUTIONS, INC.

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MAYOR

APPROVED AS TO FORM:

ATTEST:

---

CITY ATTORNEY

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CITY CLERK



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Consulting Engineers

**Hourly Rates:**

<b><u>Classification</u></b>	<b><u>Billing Rate (Per hr.)</u></b>	<b><u>Overtime Rate (Per hr.)</u></b>
Principal	\$225.00	\$337.50
Engineer	\$195.00	\$292.50
Associate	\$195.00	\$292.50
Project Manager	\$185.00	\$277.50
Senior Designer	\$160.00	\$240.00
Designer	\$140.00	\$210.00
CAD Drafting	\$100.00	\$150.00
Clerical	\$80.00	\$120.00

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Agreement Amendment with Salvation Army for Dedicated Shelter Beds

### **INTRODUCTION**

Lakewood began contracting with Salvation Army July 1, 2023 for dedicated shelter beds at their Bell Shelter. The beds are for the exclusive use of Lakewood based homeless. The program has been successful in providing an opportunity for Lakewood based homeless to receive interim housing along with robust support services.

### **STATEMENT OF FACT**

Lakewood entered into an agreement with Salvation Army for four (4) dedicated crisis shelter beds at their Bell Shelter facility for a one year term, July 1, 2023 through June 30, 2024. Due to the success and high demand for interim housing, the number of beds was increased to eight (8) beginning February 1, 2024. The agreement is set to expire June 30, 2024.

Bell Shelter provides a comprehensive scope of support services for individuals experiencing homelessness, to include case management, supportive and transitional housing, individual and group counseling to help clients overcome emotional and psychological barriers, drug and alcohol treatment services, alternative sentencing for non-violent offenders, job search assistance, dedicated reintegration program for Veterans, adult education and mobile medical services. The shelter provides services to over 350 individuals on a daily basis.

The Homeless Services Liaison that serves Lakewood is the primary point of contact to provide outreach to individuals, assess and confirm interest in entering the shelter, completing and submitting the requisite referral to Bell Shelter and assisting to arrange transportation and physical intake of the individual at the shelter. Through her outreach efforts, she has established a rapport with individuals which has led to more people willing to go enter the shelter when a bed becomes available. For the past few months, she has maintained a "waiting list" of 3-4 people.

Staff recommends amending the agreement with Salvation Army to extend the term one additional year, July 1, 2024 through June 30, 2025, for the eight (8) dedicated beds. Staff has confirmed with the Bell Shelter that they have sufficient number of shelter beds to continue to agreement for the extended term. The daily bed rate will increase from \$57.00 to \$58.50, for a total annual cost \$170,820. An allocation for shelter bed program is included in the proposed FY 2024-25 budget.

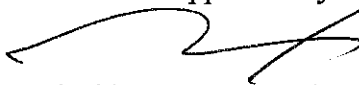
**RECOMMENDATION**

Staff recommends City Council approve the second amendment to the agreement with Salvation Army for dedicated crisis shelter beds at their Bell Shelter, starting July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager



## SECOND AMENDMENT

This Second Amendment to the Agreement by and between City of Lakewood ("Contractor") and The Salvation Army, a California corporation (TSA) is entered into as of July 1, 2024.

Whereas Contractor and TSA entered into the Agreement dated July 1, 2023 ("Agreement");

Whereas Contractor and TSA agreed to a First Amendment to increase the number of dedicated beds from four (4) to eight (8) effective February 1, 2024; and

Whereas the parties now desire to amend the Agreement to extend the term of the agreement one (1) additional year and amend the nightly bed rate.

Now, therefore, City of Lakewood and TSA agree as follows:

1. Section 4, Term of Contract of the Agreement is amended to read:  
The term of this contract shall be from July 1, 2024 to June 30, 2025.
2. Section 5, Compensation and Payment of the Agreement is amended to read:  
Contractor's rate of \$58.50 per bed night, for eight (8) beds, not to exceed a total of \$170,820 compensation, for the term of this agreement.
3. Except as provided in this Second Amendment, all other terms of the Agreement remain in full force and effect.

By the signatures of their authorized representatives below, TSA and Contractor have entered, into this Second Amendment as of the date first set forth above.

### CITY OF LAKEWOOD

By: \_\_\_\_\_  
Todd Rogers, Mayor

Date: \_\_\_\_\_

### SALVATION ARMY

By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

### ATTEST:

By: \_\_\_\_\_  
City Clerk

### APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and Members of the Council

**SUBJECT:** Renewal of Agreement with Sams Painting – Fix-Up Paint-Up Program

### **STATEMENT OF FACT**

The Lakewood Redevelopment Agency Fix-Up Paint-Up Program was developed to provide property owners with the financial assistance needed to make necessary minor improvements to their properties to preserve the structures, increase the livability, and aesthetically enhance the overall appearance of the neighborhood. The financial assistance for this program is in the form of a grant which does not require residents to repay.


Funding for this program is provided by the Lakewood Redevelopment Agency's Housing Set Aside Funds. The improvement and preservation of housing are vital eligible activities permitted and encouraged by the State for the use of local redevelopment agencies' housing funds. Also, the rehabilitation of existing homes in Lakewood is a valid and necessary means of maintaining our existing housing stock.

Since July of 2008, the City has contracted with Samir Sindaha (dba Sams Painting) for the Fix-Up Paint-Up Program. Samir Sindaha, of Sams Painting, is a well-established licensed contractor with a state license in painting and decorating since 1986 and has done extensive work in the City of Lakewood since 2000. Mr. Sindaha provides income qualifying Lakewood residents with interior and exterior painting. He also provides services including repair and replacement of gates, fences, doors, screen, deadbolts, damaged wood replacement, and weatherization services. The current contract expires on June 30, 2024.

### **RECOMMENDATION**

Staff recommends that the City Council approve the renewal of the contract and scope of services to provide \$27,000 budgeted for painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Sams Painting through June 30, 2025. Funds for this contract are included in the City's proposed FY 2024-25 budget.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

**AGREEMENT  
FOR  
FIX-UP PAINT-UP PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of July 2024, by and between the City of Lakewood, a Municipal Corporation, hereinafter referred to as the "City," and SAMS PAINTING hereinafter referred to as the "Contractor."

**WITNESSETH:**

WHEREAS, the City desires to engage the Contractor to operate the neighborhood cleanup program for certain neighborhoods within the City of Lakewood to assist low income homeowners in making needed improvements to preserve and weatherproof their homes. The program has been named the Fix-Up Paint-Up Program; and

WHEREAS, the Contractor has the necessary skills, qualifications, City of Lakewood business license and other licenses required by law to perform the services required under this agreement in connection with the Fix-Up Paint-Up Program; and

WHEREAS, it is anticipated that the maximum grants to low income homeowners will not exceed \$3,600.00 and will service approximately six homes under the Program per year; and

WHEREAS, the Successor Housing Agency is funding the Fix-Up Paint-Up Program grants through loans that have been repaid back to the Successor Agency; and

WHEREAS, previously through the adoption of the budget, the City Council, authorized a Fix-Up Paint-Up service contract.

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

1. DEFINITIONS. As used in this agreement, the following definitions shall be applicable:
  - A. Contractor. Contractor shall mean SAMS PAINTING, 1643 Micheltorena Street, Los Angeles, California 90026.
  - B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - D. Services. Services shall mean painting and repair services to be performed by the Contractor pursuant to this agreement.

2. SCOPE OF SERVICES. Contractor agrees to provide the City, following written authorization from the City to proceed, services as set forth in the City of Lakewood for the Fix-Up Paint-Up Program as specified in Exhibit "A."

3. INVOICE. Contractor shall submit invoices upon completion of the services for each homeowner for which a grant is awarded. Such invoice shall: 1) Reference the contract number assigned thereto; 2) Describe the services performed; 3) Show the total amount of the invoice; and 4) Include certification by a principal member of Contractor's business that the work has been completed and performed in accordance with the provisions of this Agreement.

4. PAYMENT AND REVIEW PERIOD. The City shall review the invoices submitted by the Contractor for each home repair to ensure the services performed and repairs are consistent with the scope of services approved by the City. The City shall notify the Contractor within fifteen (15) business days of receipt of the invoice should the City determine the Contractor's work is unsatisfactory. The Contractor shall then have thirty (30) business days in which to respond or remedy said deficiencies. All costs for such corrections shall be borne by the Contractor and shall not increase the fees as described in the specific grant proposal for the homeowner. Should approval of City not be obtained within thirty (30) business days of the submission of the corrected work, the City may then terminate this Agreement upon written notice to Contractor. If City does not notify the Contractor in writing of any perceived deficiencies in work products or performance, the work shall be considered adequate and consistent with the terms of this Agreement. Payment shall be made within thirty (30) days following approval of the invoice by City.

5. COMPENSATION. The Contractor shall be compensated for all services rendered under the Scope of Services a maximum fee of Three Thousand Dollars (\$3,000) per grant. The City shall approve the specific proposal prepared by Contractor for each homeowner grant which shall not exceed the sum of \$3,000.00 unless approved by City in writing prior to commencement of the services for that homeowner.

6. INDEPENDENT CONTRACTOR. The Contractor acknowledges his independent contractor's status in performing said safety services, risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon the Contractor pursuant to this agreement and does hereby release the City, its officers and personnel from any liability to the Contractor for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by the contractor at the direction of the City.

Neither the City, nor any of its officers or employees, shall have any control over the conduct of Contractor, or any of Contractor's employees, except as herein set forth. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor expressly warrants not to, at any time, or in any manner, represent that it, or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor is and shall at all times remain as to City, a wholly independent contractor, and Contractor's obligations to City are solely such as are prescribed by this Agreement.

Contractor shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, Contractor shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

7. LIABILITY AND INDEMNIFICATION. Without limiting Contractor's indemnification of Agency, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency:

- **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. 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.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

- **Umbrella or excess liability insurance.** Contractor shall obtain and maintain an umbrella or excess liability insurance policy 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. A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- b. Pay on behalf of wording as opposed to reimbursement;
- c. Concurrency of effective dates with primary policies; and
- d. Policies shall "follow form" to the underlying primary policies.
- e. Insureds under primary policies shall also be insureds under the umbrella or excess policies.

- **Workers' compensation insurance.** The Contractor shall obtain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code should the Contractor hire or utilize employees to assist with the Fix-Up Paint-Up Program. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to Agency, along with the certificate of insurance. The certificate of insurance shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, City shall be notified by registered mail or certified mail, postage prepaid, return receipt requested, not less than thirty (30) days before expiration or cancellation is effective. Notice shall be sent to the Risk Manager, City of Lakewood, at the City's address listed below.

8. ASSUMPTION OF RISK. The Contractor does hereby assume all risks to itself, its personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by the Contractor and said Contractor further releases City, its officers and employees, from any liability therefore, except to the extent same are caused by the negligence, misconduct or other fault of City, its officers, agents or employees.

9. DATA AND SERVICES. All information, data, reports, records, and maps as are existing and readily accessible in the City as necessary for the carrying out of the work shall be furnished to Contractor without charge by City. The services to be provided are set forth in Exhibit 'B' of this Agreement.

10. RECORDS. The Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City at all proper times and the right to examine and audit the same, and to make transcripts there from as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement, except for subcontractors, if any, listed in this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. INTEREST OF CITY REPRESENTATIVE. No member of City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she directly or indirectly is interested; nor shall any member, officer, agent, or employee of City or City have any interest directly or indirectly in this Agreement or the proceeds thereof.

13. OWNERSHIP OF DOCUMENTS. Original documents, drawings, and reports generated by this Agreement shall belong to and become the property of City. Notwithstanding such ownership, Contractor shall be entitled to retain copies for its files and may distribute and reproduce such information as it deems appropriate. Any information furnished to Contractor by any tenant or the owner of any property within the City boundaries, which is furnished in confidence, shall not be disclosed by Contractor to either City or any other person. Any use of such material by Contractor shall be reported only in statistical form without disclosure of the identity of the person furnishing such information. The parties acknowledge that documents prepared for this project may be considered public records under the California Public Records Act (Government Code §6250, et seq.) and that disclosure by City may be required by law notwithstanding ownership rights set forth herein.

14. PUBLICATION REPRODUCTION AND USE OF MATERIAL. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. City shall have authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement without the permission of Contractor.

15. HOLD HARMLESS. The Contractor shall indemnify, hold harmless, and defend the City of Lakewood, and their respective officers, employees and agents from any claim, demand, damage, liability, loss, cost, or expense for any damage whatsoever, including but not limited to, death or injury to any person and injury to any property, proximately resulting from any act or omission of Contractor or any of its officers, employees, servants, agents, or contractors in the performance of this Agreement.

16. PERFORMANCE BONDS. A faithful performance bond and a payment bond required to be filed by Contractor to whom the contract is awarded if the Contract involves an expenditure in excess of five thousand dollars (\$5,000.00). No work for a specific home is estimated to be over \$5,000.00. Therefore, Contractor shall not be required to provide either bond.

17. TERM AND TERMINATION. The term of this agreement shall be one year, from July 1, 2024 to June 30, 2025 unless terminated earlier by the City as provided in this section. The City may terminate this agreement at any time by giving the Contractor at least fifteen (15) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. In the event of termination, the Contractor shall be required to provide to City all invoices for finished or unfinished services and reports prepared by the Contractor as may be requested by City. Upon termination, the Contractor shall be paid the value of the work performed, less payments of compensation previously made for the same property being rehabilitated under a specific work order. Payments previously made by City to Contractor shall be credited to the amount payable to Contractor for allowable costs and fees for a specific work order. Contractor shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects Contractor's ability to provide the services provided for hereunder.

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

To City: Director of Community Development  
City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712

To Contractor: SAMS PAINTING  
Attn: Samir Sindaha  
1643 Michael Torena Street  
Los Angeles, California 90026

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

CITY OF LAKEWOOD

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

SAMS PAINTING  
  
\_\_\_\_\_

**Exhibit "A"**  
**FIX-UP PAINT-UP PROGRAM**  
**City Of Lakewood**

**Scope of Services**

A performance standards list has been compiled to give quality services for our City's residents participating in any of our Housing Programs. This list will assist both City staff as well as contractors who are providing quality customer service to our residents. This outline lists the minimum standards that the City and contractors agree to provide to its clients under the City of Lakewood Fix-up Paint-up Program. City staff on an individual case-by-case basis will decide upon any specific items or issues in question that are not listed below.

1. Provide all labor, equipment, and supplies for the program.
2. Prepare work orders for all proposed repair services.
3. The repairs will be scheduled and conducted on an as-needed basis.
4. A file folder will be maintained for each home/job order, which shall include a description of repairs completed.
5. Maintain appropriate documentation and records for review and audit for purposes to ensure compliance with all City requirements.

**Description of Repairs**

**Exterior Repairs**

- 1) Exterior Painting (all wood surfaces): Both the house and garage are always to be painted unless otherwise noted. Wood surfaces include, but are not limited to, fascia boards, rafter tails, rafter covers, window sills and frames, siding, door frames, and eaves. The following measures shall be taken for these items:
  - a) Prepare for painting. Sand or scrape all loose and peeling paint. No sandblasting is permitted. Water blasting alone cannot be substituted for sanding or scraping. Patch all necessary gaps, cracks, and holes. All fillings to match the existing color and texture of the existing wall.
  - b) Apply one coat of primer and a minimum of 2 layers (BEHR, Dunn Edwards, or better) exterior wood paint. Wood paint shall not be used on stucco surfaces. The Contractor shall have homeowner select paint color of choice and will match paint accordingly.
- 2) Exterior Painting (stucco):
  - a) Patch, fill, and sand all holes. Missing spots and cracks in the stucco to be filled with stucco patch. New patches shall be completed flush with the existing wall as closely as possible. Newly applied stucco surface to match the color and texture of the existing stucco as closely as possible. No flat stucco patches.
  - b) Paint stucco with stucco paint only (Behr or better).

- 3) Exterior Painting (wrought iron):
  - a) Clean area thoroughly and dry completely. Paint with weather-resistant paint for metal. The Contractor shall have the homeowner select paint color of choice and will match paint accordingly.
- 4) Repairs and Replacements of exterior openings:
  - a) For replacement items such as doors, garage doors, window glass, vent screens and other items, all required hardware that is part of the item being replaced must be replaced as well. Window replacement can only be done if the Contractor has a B or C17 state license and or if a permit is required.
  - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 5) Installation of Security Devices:
  - a) Replacement or installation of security devices such as deadbolt locks, window locks, and door peephole.
  - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 6) Exterior Plumbing Repairs:
  - a) All plumbing repairs or replacement requires a B or C36 state license. The only repair that may be done without a license or permit is that of a leaky hose bib.
- 7) Fence and Gates:
  - a) Fence and gate repairs.
  - b) Fences and gates are eligible for painting. For wooden fences, see *instructions for exterior wood painting*. For wrought iron, see *exterior painting wrought iron*.
- 8) Roof Gutter Repair:
  - a) Replacement and installation of rain gutters and downspouts.
- 9) Handicap Facilitation Accessories:
  - a) Installation or repair of devices for the elderly or handicapped must meet ADA requirements.
  - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 10) Emergency and Energy Conservation Improvements and Repairs:
  - a) Emergency conservation repairs are eligible. This includes the installation of attic insulation, water heater insulation blankets and earthquake straps.

- b) Energy conservation improvements such as weather stripping, caulking, and replacement glazing are eligible improvements. Improvements of minimal alteration must match existing color, texture, and material as closely as possible.

#### Outreach Activities

The Housing Section will conduct all marketing for the Fix-Up Paint-Up Program.

#### Home Assessment/Work Performance/Production

1. The home assessment will consist of a pre-photo inspection to be conducted by City staff and Sams Painting.
2. If the estimate of repairs exceeds \$3,000, City staff will consult with the homeowner to prioritize the repairs.
3. The City staff will authorize work to begin after receiving a cost estimate from Sams Painting and approval by the grant committee.
4. Sams Painting will report daily on the work to be scheduled and performed.
5. Upon completion of home repairs, City staff will perform a post photo inspection.
6. Sams Painting will be responsible for submitting to City staff all reports, expenses, and invoices. The procedures and process for invoicing and payment reimbursement shall be agreed upon before performing any repair services.
7. If any work is being done, which may involve removal or disturbance of asbestos-containing materials, Sams Painting shall notify the City to obtain an appropriate inspection by a specialist before proceeding with any such work, and follow the recommendation of such report.
8. Sams Painting shall give notices required and shall comply with all applicable laws, ordinances, and codes of the City of Lakewood and all other agencies as may be required by law.

**Exhibit "B"**  
**FIX-UP PAINT-UP PROGRAM**  
**City Of Lakewood**

**Non-Federal Labor-Standards Provisions**

The following Non-Federal Labor-Standards Provisions apply to services under the Agreement.

**1. Prevailing Wage Rates**

This Agreement is being entered into between Contractor and the City based upon their understanding that prevailing wages are not required to be paid by Contractor since the work to be performed consists of minor repairs to existing private residences. Contractor acknowledges that if the repairs being made to private residences pursuant to this Agreement are determined to be public improvements, certain contract requirements would be applicable in accordance with California Public Contract Code Sections 20688.1 through 20688.4, Health & Safety Code Sections 33422 through 33423, inclusive, and payment of wages pursuant to Labor Code Section 1720 et seq. Contractor shall hold harmless and indemnify City from any claim or action which may determine that such requirements are applicable to Contractor's construction or repairs on private residences pursuant to this Agreement.

**2. Hours of Labor**

Eight (8) hours labor constitutes a legal day's work under this contract. The time of service of any workman employed in the performance of this is restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week; provided, however, that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay. The provisions of this paragraph are mandated by Labor Code Sections 1810, 1811, and 1815.

The Contractor and each subcontractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed by him in connection with this contract. The record shall be kept open at all reasonable hours to the inspection by the public agency awarding the contract and to the Division of Labor Law Enforcement.

The Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit fifty dollars (\$50.00) each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. This paragraph is included pursuant to the mandate of Labor Code Section 1813. The public agency awarding the contract is required by law to take cognizance of violations of Article 3 committed in the course of the execution of the

contract and must report such violations to the officer of the State or political subdivision who is authorized to pay the Contractor money due him under the contract.

3. Workmen's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of compensation to his employees.

The Contractor to whom the contract is awarded, in signing the contract, certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code section, and I will comply with such provisions before commencing the performance of the work of this contract."

4. Discrimination Prohibited

The Contractor shall not make any discrimination in the employment of persons for work to be done under this contract because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the California Government Code; and, if the Contractor violates this clause, he is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the California Labor Code.

5. Sanitary and Water Facilities

The Contractor shall provide, at his own expense, adequate drinking water and toilet facilities for workmen.

6. Substance Abuse Policy

Contractor shall be required to comply with and sign all proper documentation for the maintenance of a drug-free workplace. (Government Code Section 8355(c).)

7. U.S. Citizens

Contractor shall be required to comply with all provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Section 1101, et seq. as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the City for such violation, Contractor hereby agrees to and shall reimburse the City for the cost of all such liabilities or sanctions imposed, together with any and all costs and expenses, including attorney fees, incurred by City.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve Amendment of Environmental Services Agreement with S.C.S. Engineers

### **INTRODUCTION**

The City has utilized solid waste and environmental consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. S.C.S. Engineers has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates establish by the State.


### **STATEMENT OF FACT**

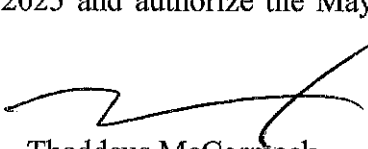
The City is in need of on-call services of an environmental services consulting firm. S.C.S. Engineers has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time-and-material basis, under S.C.S.'s standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with S.C.S. Engineers and provide written authorization to proceed.

When S.C.S. Engineers is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services agreement. For smaller projects or studies where fees are less than \$20,000, S.C.S. Engineers provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the operating budget or within the capital project budget for a specific project.

### **RECOMMENDATION**

It is the recommendation of staff that the City Council amends the environmental services agreement with S.C.S. Engineers for a period ending June 30, 2025 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ENVIRONMENTAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
S.C.S. ENGINEERS

The Agreement dated July 1, 2001, as amended, is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read "For consideration of the environmental consulting services performed by the Consultant and when approved by the City, the City agrees to pay to the Consultant on a time-and-material basis, at a rate determined by the Schedule attached, for services actually rendered."
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for environmental consultant services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of July 1, 2001, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11<sup>th</sup> day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
S.C.S. ENGINEERS

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

**Fee Schedule**

(Effective April 1, 2024 through March 31, 2025)

	<b>Rate/Hour</b>
Clerical .....	86
Administrative/Secretarial .....	92
Technician .....	92
Senior Engineering Technician.....	115
CADD Drafter.....	118
Designer/Drafter.....	150
Office Services Manager/Project Administrator .....	131
Associate Staff Professional.....	129
Technical Editor.....	132
Project Analyst.....	137
Staff Professional I.....	151
Staff Professional II.....	158
Staff Professional III .....	166
Construction Superintendent.....	142
Project Professional I.....	170
Project Professional II.....	175
Senior Marketing Coordinator.....	165
Senior Project Professional I.....	182
Senior Project Professional II.....	185
Senior Project Professional III .....	188
Project Manager I.....	192
Project Manager II.....	200
Project Manager III.....	215
Project Manager IV.....	229
Certified Industrial Hygienist.....	262
Senior Project Manager I.....	246
Senior Project Manager II.....	250
Senior Project Manager III .....	260
Project Director I .....	285
Project Director II .....	335
Senior Project Director.....	375
Principals .....	See Note 7

**General Terms**

1. Scheduled rates are effective through March 31, 2025. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, and profit. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

## SCS Fee Schedule

April 1, 2024

Page 2

3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$105 for up to a half day (4 hours) of use, and \$160 for up to a full day (company cars at \$85/\$125). These charges incorporate an allowance of 100 miles per job per day; a per-mile surcharge is applied for additional miles, based on the applicable federal rate. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis and general litigation support will be charged at normal hourly rates.
7. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$335/hour to \$346/hour for Vice Presidents, \$365/hour to \$385/hour for Senior Vice Presidents, and \$420/hour for Senior Executives.
8. Per diem will be charged on all projects requiring overnight stays from our office. The per diem rate is \$175.00 per day per person or the federal per diem rate for the area, whichever is greater.
9. Overtime will be charged at 125 percent of standard rates for weekday work in excess of 8 hours. Work performed on holidays and weekends will be charged at 150 percent of standard rates.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renewal of Agreement for Fire and Burglar Security Systems Monitoring and Maintenance Services with Securitas Technology

### **INTRODUCTION**

Securitas Technology acquired Stanley Convergent Security Solutions, formerly Sonitrol, two years ago. Stanley, now known as Securitas, has been providing monitoring and maintenance of the fire and security alarm systems at various City facilities since 1998. In an effort to ensure the highest level of services after the recent acquisition, staff surveyed other local agency contracts, and recommends a transition to another provider. Staff recommends their agreement be extended by a three month term to allow for this transition.

### **STATEMENT OF FACT**


The City is in need of the services of a company to monitor and maintain the fire and burglar systems currently installed at a number of city facilities. Securitas Technology acquired Stanley Convergent Security Solutions, formerly Sonitrol, in 2022. Stanley had been installing the protection systems and providing the monitoring service for the City of Lakewood since 1998. The current agreement expires on June 30, 2024. Securitas has requested a five year extension on the contract, however, concerns about billing and high cost of panel upgrades has led staff to interview other cities about their experience with competitive security and fire alarm companies.


Staff wishes to amend the agreement for an additional three month term to allow the city to transition to a new security provider and finalize outstanding billing issues.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Extend the Monitoring and Maintenance agreement for fire and burglar security systems with Securitas Technology, for a three month period ending September 30, 2024, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

**RENEWAL OF AGREEMENT  
FOR FIRE AND BURGLAR SECURITY SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
SECURITAS TECHNOLOGY**

The Agreement dated June 25, 2013, as amended previously, is further hereby amended as follows:

1. Paragraph 5-Term, the undersigned agree to extend the agreement for Fire and Burglar security services, identified in said agreement under the same terms and conditions for three months commencing July 1, 2024, and ending September 30, 2024.

The agreement of June 25, 2013, as amended June 26, 2018, is reaffirmed in all other aspects, except as amended herein.

Dated the 11<sup>th</sup> of June 2024.

SECURITAS TECHNOLOGY

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_

Mayor

ATTEST

APPROVED AS TO FORM:

\_\_\_\_\_

City Clerk

\_\_\_\_\_

City Attorney

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renewal of Agreement with Sierra Installations, Inc. for Lakewood's Street Banner Marketing Program

### **INTRODUCTION**

Sierra Installations, Inc. was hired in 2003 to install the city's street banner marketing campaigns, as one way of advertising citywide special events, and public awareness education. Staff recommends their agreement be renewed.

### **STATEMENT OF FACT**


In 2003, the City Council authorized funds for a street banner marketing program. Campaigns include advertising such as Shop Lakewood and marketing messages such as "Great Ideas Last for Generations", Neighborhood Watch, and Saving Water and Used Oil Recycling campaigns. The banners also provide the annual December holiday greetings and July fireworks education campaign.

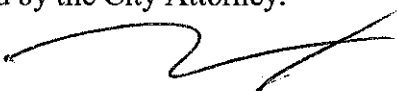
The "Great Ideas Last for Generations" banner continues as the "default" banner, meaning it is the banner that is up on all 287 light pole locations city-wide if there is no special campaign being advertised.

### **RECOMMENDATION**

Staff recommends that the City Council:

Extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$55,000, for a one-year period ending June 30, 2025, and authorize the Mayor and City Clerk to sign the renewal agreement in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
STREET BANNER INSTALLATION AND REMOVAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND SIERRA INSTALLATIONS, INC.

The Agreement dated August 12, 2003 as amended is hereby further amended as follows:

1. Paragraph 5 - Term, the undersigned agree to extend said Agreement for Street Banner Installation and Removal services under the same terms and conditions, for one year commencing July 1, 2024 and ending June 30, 2025, in an amount not to exceed \$55,000.

The Agreement of August 12, 2003, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
Sierra Installations, Inc.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## COUNCIL AGENDA

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve an Amendment to the Agreement for Construction Consultant Services with Somers Enterprises

### INTRODUCTION

The current workload assigned to the Public Works Department merits an extension of staff through the use of a consulting contract for construction support services. Somers Enterprises Inc. has the expertise to assist the City with professional construction support services.

### STATEMENT OF FACT


On April 17<sup>th</sup> 2023, the CIP Committee directed staff to immediately increase resources to expedite the delivery of CIP Projects due to a recent influx of funding, several of which have looming grant deadlines. The City is in need of the full-time services of a construction consultant to assist in the implementation of the CIP program. Somers Enterprises Inc. has been successfully assisting the City with construction consulting services for several projects, inclusive of the City Hall renovation.


Somers Enterprises Inc. provides comprehensive construction consulting and building inspection services. Douglass Somers, principal of Somers Enterprises Inc., has extensive experience with certifications inclusive of but not limited to Certified Building Official, California Commercial Combination Inspector, California Commercial Building Inspector, California Commercial Mechanical Inspector, California Commercial Electrical Inspector, California Commercial Plumbing Inspector, ICC Reinforced Concrete Special Inspector, ICC Prestressed Concrete Special Inspector, ICC Structural Masonry Special Inspector, ICC Structural Steel and Bolt Special Inspector.

Sufficient funds have been budgeted for these construction consulting services. The work would be performed on a time and material basis, under Somers Enterprises' standard rate schedule. His hourly rate is lower than comparable rates in Los Angeles County for similar scope of services.

### RECOMMENDATION

Staff recommends that the City Council approve the amendment to the consulting agreement with Somers Enterprises for a one-year period ending June 30, 2025, in an amount not to exceed \$250,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF LAKEWOOD AND SOMERS ENTERPRISES INC.

The Agreement dated June 13, 2023 as amended is hereby further amended as follows:

Revise first paragraph, Section 5 TERM to read "This Agreement shall be for a term commencing July 1, 2024 and terminating June 30, 2025, and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided."

The Agreement of June 13, 2023 is reaffirmed in all other aspects, except as amended herein.  
Dated the 11<sup>th</sup> day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
SOMERS ENTERPRISES INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approval of Amendment to the Agreement for HVAC and Refrigeration Maintenance and Repair Services with Southland Industries

### **INTRODUCTION**

The Public Works department supplements its maintenance operations by utilizing contractors to provide routine citywide HVAC and refrigeration maintenance and repairs services. On November 14, 2023, City Council authorized a contract with Southland Industries for HVAC and refrigeration preventative maintenance. Staff recommends the agreement be amended.

### **STATEMENT OF FACT**

Southland has successfully provided HVAC and refrigeration system maintenance and repairs. The scope of work includes inspection, repair, and maintenance of heating and cooling equipment and refrigeration at 15 different City properties consisting of 22 City buildings. Much of our HVAC and refrigeration systems need preventative maintenance in order to keep them running efficiently and extend their useful life. In addition, the City needs to be able to respond to mechanical equipment failures for assessment and repair quickly, in order to not interrupt operations at many of our sites. As equipment ages, staff expects the need to replace critical HVAC components, such as compressors, blower fans, etc. Due to high use, it is difficult to determine when components will fail, however, regular scheduled maintenance and inspections can identify problems with components before critical equipment failure.

Southland Industries successfully maintains the HVAC and refrigeration equipment in a cost-effective manner, evaluates the city's HVAC and refrigeration systems for repairs and replacement, and performs the necessary repairs upon specific authorization. The original proposal for HVAC maintenance was in the amount of \$65,969 a year, paid quarterly at \$16,467.25. However, Southland Industries was originally provided an incomplete asset inventory of the refrigeration and HVAC equipment when they provided their original maintenance proposal. They have since completed a thorough asset inventory (with City facilities maintenance staff) of the City's refrigeration and HVAC equipment, which differed from the City's previous data. The revised proposal for HVAC maintenance is in the amount of \$69,974 a year, paid quarterly at \$17,493.50. The increased maintenance cost of \$4,005 annually is due to the difference in the inventory. Southland's agreement also includes an allowance for repairs and replacement parts and components for the refrigeration and HVAC systems to prevent overload, reduce energy consumption, and employee or client discomfort and to reduce administrative costs in the amount not-to-exceed \$80,026. To allow for the City to quickly respond to equipment failures, critical component failures, and provide necessary repairs, staff recommends authorizing a service and repair agreement with Southland Industries for a total not-to-exceed amount of a \$150,000 a year. The total not-to-exceed limit on the contract has not

Approval of Amendment to the Agreement for HVAC and Refrigeration Maintenance and Repair  
Services with Southland Industries

June 11, 2024


Page 2


increased.

**RECOMMENDATION**

Staff recommends that the City Council:

1. Approve the amendment to the HVAC and Refrigeration maintenance service agreement with Southland Industries for a one-year period ending June 30, 2025, in an amount not to exceed \$150,000 per year, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF LAKEWOOD AND AND SOUTHLAND INDUSTRIES

The Agreement dated November 14, 2023, as amended, is further hereby amended as follows:

1. Paragraph 1– Scope of Services, SERVICE PROVIDER agrees to provide to CITY at his own cost and expense when requested by CITY those services set forth on Exhibit A attached hereto and made a part hereof.
2. Paragraph 5- Term, This Agreement shall be for a term commencing July 1, 2024 and terminating June 30, 2025, and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided.

The Agreement of November 14, 2023, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
SOUTHLAND INDUSTRIES

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



SERVICE RATES

<b>Labor Type</b>	<b>Maintenance Customers</b>	<b>Non-Maintenance Customer</b>
Regular Hours <b>Service</b> (M-F, 7-4:00pm)	\$160.00/PHR	\$180.00/PHR
Overtime Hours <b>Service</b> (M-F 4:00-7am, Sat & Sun)	\$240.00/PHR	\$270.00/PHR
Doubletime Hours <b>Service</b> (Holidays)	\$320.00/PHR	\$360.00/PHR
Regular Hours <b>Controls</b> (M-F, 8-4:30pm)	\$185.00/PHR.	\$204.00/PHR
Overtime Hours <b>Controls</b> (M-F 4:30-8am, Sat & Sun)	\$277.50/PHR	\$306.00/PHR
Doubletime Hours <b>Controls</b> (Holidays)	\$370.00/PHR	\$408.00/PHR
Truck Charge	\$75.00/per vehicle per day	\$85.00/per vehicle per day
Fuel Surcharge	\$25.00	\$25.00



## City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

Proposal #: TM5583946REV

Date: June 5, 2024

By and between:

### CONTRACTOR

**Dominic Cardenas, Sr. Account Executive**  
**Southland Industries**  
12131 Western Ave  
Garden Grove, CA 92841  
[DCardenas@southlandind.com](mailto:DCardenas@southlandind.com)  
(657) 842-8783

### CLIENT

**Kelli Pickler, Dir. Of Public Works**  
**City of Lakewood**  
5050 Clark Avenue  
Lakewood, CA 90712  
[kpickler@lakewoodcity.org](mailto:kpickler@lakewoodcity.org)  
562-866-9771 X2501

Southland Industries will provide the services in accordance with the schedules, terms, and conditions on the pages, which are attached and listed below for the City of Lakewood, CA at various locations included within this proposal.

Type of Service: HVAC Preventative Maintenance Program

Agreement coverage will begin on **July 1<sup>st</sup>, 2024**. The agreement price is \$69,974.00 per year, to be paid at \$ 17,493.50 per quarter in advance beginning on acceptance of this agreement. Please note, the agreement price broken out separately per tower is below:

Schedules Included:

<input checked="" type="checkbox"/> 1 – Mechanical HVAC Program & Services	<input checked="" type="checkbox"/> 4- Building Automation Services
<input checked="" type="checkbox"/> 2 – Filter & Belt Program	<input checked="" type="checkbox"/> 5- Emergency Service Protocol
<input type="checkbox"/> 3 – Water Treatment & Services	<input checked="" type="checkbox"/> 6- Inventory of Equipment & Tasking

The coverage included in this agreement, including terms, conditions and schedules attached will constitute the entire agreement between us. This agreement is the property of contractor and is provided for the client's use only. This agreement is subject to management approval by contractor. No waiver, change, or modification of any terms or conditions shall be binding on contractor unless made in writing and signed by authorized management of contractor.

This annual agreement shall continue in effect from year to year, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary.

### CONTRACTOR

By: Dominic Cardenas

Name

Sr. Account Executive

Title

6/3/2024

Date

### CLIENT

By: \_\_\_\_\_

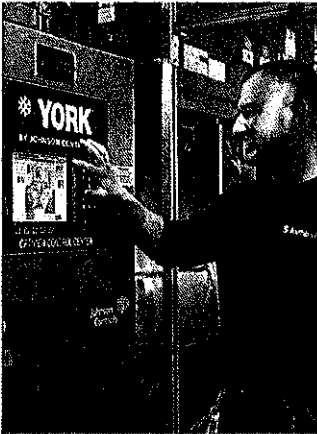
Authorized Representative

Name / Title

Date



## City of Lakewood - HVAC Preventative Maintenance Program CITY OF LAKEWOOD



### Executive Summary

The purpose of this Preventative Maintenance Program Proposal is to provide the client with a flexible service program that will provide short and long-term support to ensure your facilities operate at peak efficiency with minimum interruptions. We understand that safety is of the upmost importance for occupants of the facility and that the HVAC systems play a large role in the indoor air quality. This maintenance program will provide consistent support to client and the onsite facility teams to ensure that a proactive approach is adopted for overall facility health and long-term planning.

### Southland Industries' Goals and Commitments

Above all else, to fully incorporate Southland's culture and core values into our partnership with the client staff. Whether by accident or design every company has created a culture by which it operates. Culture is a critical piece to an organization because it creates the standards for success and actions. The attitudes and behavior characteristics of the organization determine the bases for approaching clients and their solutions. In other words, culture is the heartbeat of the company and determines how we operate and the employees' behaviors and attitudes. Southland's values are built around this culture we have create and are what we truly live by.



**People** - we provide significant opportunities for personal and professional growth and a work environment that is progressive, exciting, supportive, and fun.



**Integrity** - we act with unyielding ethics and honesty and inspire trust by doing the right things, saying what we mean, and meeting our commitments.



**Collaboration** - we work together as one team to ensure that our actions and decisions are in the best interest of our customers, partners, employees, and company.



**Accountability** - we choose to rise above our circumstances and take the necessary ownership to achieve our desired objectives for ourselves, our customers, and each other.



**Safety** - we steadfastly protect the health and well-being of our employees, as well as those affected by our work.



**Innovation** - we think creatively and pursue continuous improvement to generate opportunities and provide inspired, visionary solutions for our customers.



**Sustainability** - we responsibly conserve our natural resources and seek ways to eliminate waste from everything that we do.



## City of Lakewood - HVAC Preventative Maintenance Program

### CITY OF LAKEWOOD



#### Approach to Maintenance

Southland Industries takes a tried-and-proven proactive approach to maintenance called ***preventative maintenance***.

Our maintenance focus is the same as our clients: to have the mechanical and automation systems running efficiently with few failures or unscheduled shutdowns. This proactive method results in lower operating costs and lower unscheduled downtime.

Reactive programs are those maintenance practices whereby owners react to a surprise system failure. Reactive programs generally increase repair costs and the direct result is loss of production, increased energy costs, and budgeting issues.

Based on equipment trends, Southland Industries will make recommendations on equipment in the early stages of predictive failure. These predictions will allow Southland Industries to schedule repair shutdowns at times that do not conflict with our client's core business.

#### Communication

Communication is an integral part of any service program. Southland Industries believes wholeheartedly in this concept and knows it begins with the Southland Industries service technician. Our service technician takes the lead in communicating all of the data to the appropriate people, namely to your dedicated Facility Manager. Southland Industries uses several forms of documentation to maintain consistent communication.

#### Documentation and Reporting

Southland Industries deploys a Mobile Tech System, which documents our responsibilities for preventive maintenance, equipment lists, schedules, reports, and other critical maintenance items. The benefit of keeping an electronic log is to assure a standardization of procedures for your facility. This guarantees the coordination and prioritization of service procedures for your listed equipment and thus, a management tool for our customers to review with their owners and/or peers. All information is maintained within Southland's servers as well as emailed to our clients at the end of the maintenance service, service call, or completion of a project.

#### Service Training

Southland Industries believes in training for all of our employees. Southland's field technicians receive factory training through various manufacturer's including, but not limited to, Trane, Carrier, Mitsubishi, Delta Controls, and Distech Controls. Southland maintains memberships in various organizations, including CCFC, CASH, CSHE, ISPE, ASHRAE, DBIA, IFMA, and CMAA. By attending the various tradeshow and courses put out by these organizations, Southland is able to keep abreast of the latest technology and/or regulation changes.

The training does not stop with our Southland staff. We extend regular training to our clients based off the new trends in the industry, updates to our product lines, and improvements made to your buildings' systems.



**City of Lakewood - HVAC Preventative Maintenance Program**  
CITY OF LAKEWOOD

**CITY OF LAKEWOOD 2024-2025 Maintenance Program**

The maintenance program described below has been designed to provide you, the client, consistent and efficient support to significantly reduce the costs of blanket maintenance programs, while still delivering the highest quality maintenance and customer service. This program will be planned, scheduled, managed, monitored, and enhanced by Southland throughout the term of this agreement in collaboration with your team and facility needs.

**Preventative Maintenance and Predictive Maintenance**

This agreement includes labor to perform preventative maintenance on the equipment included in the attached schedules.

Maintenance intervals for systems and equipment are determined by run time, system use, application, location, and manufacturer's recommendations. This information, along with our years of practical experience in engineering, construction, and service, assures that the client receives the industry's most cost-effective maintenance program.

**Service Visit Scheduling**

The calendar schedule(s) below reflects Southland's intended maintenance service visits broken out by type of equipment and type of service. Before each scheduled month, a Service Dispatch team member will confirm with you dates and times our technicians will be on site.

**Test and Inspection**

This agreement includes all labor to visually inspect and search for worn, failed and/or doubtful parts. Southland will visually check coil surfaces, fan blades, fan belts, couplings, equipment housings, motor mounts, dampers, valves, fluid levels, heat exchangers, etc. as per the manufacturer's recommendations. Southland will make recommendations to the client of any necessary replacements and/or adjustments.

Start

LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Arbor Yard			ANN			OP			OP			OP
Biscailuz Park			ANN			OP			OP			OP
Bloomfield Park Community Center			ANN			OP			OP			OP
Bollivar Park			ANN			OP			OP			OP
Lakewood City Hall			ANN			OP			OP			OP
Del Valle Park			ANN			OP			OP			OP
George Nye Library			ANN			OP			OP			OP
Mae Boyar Park Activity Building			ANN			OP			OP			OP
Mayfair Park Community Center			ANN			OP			OP			OP
Monte Verde Park			ANN			OP			OP			OP
Nixon Yard			ANN			OP			OP			OP
Palms Park Community Center			ANN			OP			OP			OP
San Martin Park			ANN			OP			OP			OP
The Centre			ANN			OP			OP			OP
US Post Office			ANN			OP			OP			OP
Weingart Senior Center			ANN			OP			OP			OP
William Burns Community Center			ANN			OP			OP			OP

ANN	=	Annual Inspection
OP	=	Quarterly Inspection



**City of Lakewood - HVAC Preventative Maintenance Program**  
CITY OF LAKEWOOD

**Schedule 1 – Mechanical HVAC Program & Services**

**Southland will provide the following services:**

- One (1) Annual or Semi-Annual maintenance service on all equipment listed in Schedule 6 "Inventory of Equipment & Tasking."
- Three (3) Operational maintenance services on all equipment listed in Schedule 6 "Inventory of Equipment & Tasking" for a total of four (4) service inspections per year (including the Annual Service).
- Four (4) quarterly pre-filter changes for all eligible equipment listed in Schedule 6 "Inventory of Equipment & Tasking". Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland*
- One (1) annual final filter change for all eligible equipment in Schedule 6 "Inventory of Equipment & Tasking". Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland*
- After each service is performed, a task log documenting services completed with photo documentation and any recommended repairs will be provided.
- This agreement includes normal consumable materials and supplies, such as lubricants, grease, towels/rags, wire nuts, cleaning solutions, oil, and clean-up materials.
- Dedicated Account Manager to ensure Southland is providing the highest level of service
- Work to be performed on weekdays during normal business hours.
- 24 Hour emergency service is provided.
- Access to Southland's wide range of services, including Building Automation, Mechanical, Technology Integration, Energy, Sheet Metal Fabrication, Design/Build, and many more.



## City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

### Schedule 2 – Filter & Belt Program

Southland will provide the following services:

This agreement includes procurement and replacement of belts and filters with the following specifications:

- Four (4) quarterly pre-filter changes for all eligible equipment listed in Schedule 6 "Inventory of Equipment & Tasking". Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland.*
- One (1) annual final filter change for all eligible equipment in Schedule 6 "Inventory of Equipment & Tasking". Please refer to Service Visit Scheduling chart. *Filters supplied and changed by Southland*

Location	BELT SIZE
Biscailuz Park	DD
Arbor Yard	(1) 4L220
Arbor Yard	(2) 4L250
Arbor Yard	
The Centre	(3) A33
The Centre	(1) 4L190
The Centre	(1) AX62
The Centre	(1) A53
The Centre	(2) BX75
The Centre	(4) B80
The Centre	(1) A46
Post Office	(6) AX51
Post Office	(1) AX44
Post Office	(1) 4L220
Post Office	



**City of Lakewood - HVAC Preventative Maintenance Program**  
CITY OF LAKEWOOD

City Hall	(2) BX105
City Hall	(1) 4L200
City Hall	(2) B46
City Hall	(2) B55
City Hall	(2) BX75
City Hall	(2) BX66
Palms	(6) A45
Palms	(2) 4L250
Palms	(1) A30
Nixon Yard	(2) B50
Nixon Yard	
Nixon Yard	
Nixon Yard	
Del Valle Park	(1) A46
Del Valle Park	(1) B62
Del Valle Park	(1) B68
Del Valle Park	
Del Valle Park	
Monte Verde Park	
Mae Boyar Park	(1) 4L430
Mae Boyar Park	(1) 4L420
Mae Boyar Park	
Bloomfield Park	
Bloomfield Park	
Bloomfield Park	
George Nye Library	(2) BX45
Bolivar Park	(1) A54
Bolivar Park	(1) 4L220



**City of Lakewood - HVAC Preventative Maintenance Program**  
CITY OF LAKEWOOD

Weingart	(2) A36
Weingart	(1) A40
Weingart	(2) B47
Weingart	(1) A45
Weingart	(2) BX48

Mayfair Park	(5) A48
Mayfair Park	(1) A38
Mayfair Park	(1) A22
Mayfair Park	(2) A39
Mayfair Park	(3) 4L220
Mayfair Park	(3) 4L210

San Martin Park	BX55
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**City of Lakewood - HVAC Preventative Maintenance Program**  
**CITY OF LAKEWOOD**

**Schedule 3 - Water Treatment & Services**

**Southland Industries will provide the following services:**

This agreement excludes water treatment services.

**Schedule 4 - Building Automation Services**

**Southland Industries will provide the following services:**

This agreement includes building automation services for the following buildings:

**City Hall**

**Weingart Senior Center**



## City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

### Schedule 5 – Emergency Services

#### Emergency Service Protocol:

##### 24 Hour Emergency Service

Southland provides emergency service 24 hours a day, 7 days per week, and 365 days per year. To access Southland's emergency service please refer to the following procedure. These are our current contract service rates, amended for the City of Lakewood. These rates are subject to adjustment at renewal period. Current rates do not reflect updated holiday rates and vehicle charge, which will be provided at renewal.

- Normal Office Hours – 7:00 a.m.–4:00 p.m. Please dial (714) 657-1695. Should you need to email, please use [servicedispatch@southlandind.com](mailto:servicedispatch@southlandind.com)
- Technician response time within four (4) hours of placing a service call, upon request.
- For service outside of Southland's normal offices hours (4:00 p.m.–7:00 a.m), please dial Southland's 24-hour emergency service number at (714) 657-1695. You will be asked to provide your name, company name, phone number and a short description of the emergency. The 24-hour service representative will contact the assigned service technician and have them call you directly to respond to your emergency.

##### Preferred Maintenance Agreement Client **Mechanical** T&M Rates\*

2-hour minimum for normal business days, 4-hour minimum for over time or holidays

Straight time (M-F 7:00 a.m.–4:00 p.m)	\$160.00 per hour
Over time (M-F 4:00 p.m.–7:00 a.m, Saturday & Sunday)	\$240.00 per hour
Holidays	\$320.00 per hour
Vehicle Charge	\$75.00 per truck per day

##### Preferred Maintenance Agreement Client **Controls** T&M Rates\*

2-hour minimum for normal business days, 4-hour minimum for over time or holidays

Straight time (M-F 7:00 a.m.–4:00 p.m)	\$185.00 per hour
Over time (M-F 4:00 p.m.–7:00 a.m, Saturday & Sunday)	\$277.50 per hour
Holidays	\$370.00 per hour
Vehicle Charge	\$75.00 per truck per day

\*T&M labor rates are subject to change based upon Union negotiations and Southland's field operating costs.

**24 Hour Service Hotline: (714) 657-1695**



**City of Lakewood - HVAC Preventative Maintenance Program**  
CITY OF LAKEWOOD

**Schedule 6 -- Inventory of Equipment & Tasking**

Location	Asset Code	Asset Type	Manufacturer	Model	Serial No.	Physical Location
Arbor Yard	AY-B0002-ICE-1	ICE	HOSHIZAKA			
	AY-B0001-PTAC-3	PKG-HP	COMFORT AIR	RH-123A-2	1167949 Rev B	Plumbing Shop
	AY-B0002-AD-1	AIRSPRTR				B0002
	AY-B0002-CU-2	SS-CU	CARRIER	38MVC018-301	3313V02022	
	AY-B0002-EF-1	FAN-EF	EXIT AIR			
	AY-B0002-EF-2	FAN-EF	EXIT AIR	CX1518-2		
	AY-B0002-EVAP-1	SS-EVAP	CARRIER	40MVC018-301	3313V00899	
	AY-B0002-PKG-1	PKG-GAS	CARRIER	48SS-036060531AA	1798G11023	
	AY-B0002-PKG-2	PKG-GAS	CARRIER	48SS-036060531AA	1798G11022	
	AY-B0002-PKG-3	PKG-GAS	CARRIER	48SS-030040521AA	0298G10818	
	AY-B0003-CU-1	SS-CU	Samsung	UQ09A2VA	P1AN800102	Electrical Shop
	AY-B0003-EF-3	FAN-EF	CENTRIMASTER			Electrical Shop
	AY-B0003-EVAP-2	SS-EVAP	SAMSUNG	AQ09A2VA	P2IN6000098	Electrical Shop
	AY-B0003-PTAC-1	PKG-HP	COMFORT AIR	RAD-183A	703TA000017	Electrical Shop
	AY-B0003-PTAC-2	PKG-HP	FRIDGAIR	FFRE1233U1E	HKBD414035	Electrical Shop
	AY-B0004-EF-4	FAN-EF	GREENHECK	GB-101-4-X	12657951-1111	Print Shop
	AY-B0004-PKG-4	PKG-HP	CARRIER	50NQ030	S4092C08103	Print Shop



## City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

	AY-B0004-PKG-5	PKG-HP	CARRIER	50NQ048	S4092C08100	Print Shop	
	AY-B0004-PKG-6	PKG-HP	CARRIER	50NQ048	S4092C08101	Print Shop	
Biscailuz Park	BSP-B0005-FRNC-1	DUCTFRNC	CARRIER	58STX090	1106A30549		
Bloomfield Park	BPCC-B0007-CU-1	SS-CU	CARRIER	38ARD012-601	1807G20087		
	BPCC-B0007-CU-2	SS-CU	PAYNE	PA13NR030-C	2806X65148		
	BPCC-B0007-EVAP-1	SS-EVAP	CARRIER	PT3436-C142AP	7107F11886		
	BPCC-B0007-EVAP-2	SS-EVAP	CARRIER	58STX110-12122	2906A29985		
	BPCC-B0007-FRNC-1	DUCTFRNC	CARRIER	58STX110-12122	2906A30072		
	BPCC-B0007-PKG-1	PKG-GAS	CARRIER	4877036060301	1202G31160		
Bolivar Park	BPCB-B0036-EF-1	FAN-EF				Control Building	
	BPCB-B0036-FRNC-1	DUCTFRNC	CARRIER	58WAV111-20	1696A08261	Control Building	
	BPCB-B0036-PKG-1	PKG-HP	LG	LW1516ERY7	705TAHQAD657	Control Building	
	BPPB-B0037-ECOOL-1	EVAP		4101SD/N40S	CC1061148	Pool Building	
	BPPB-B0037-EF-2	FAN-EF	LOREN COOK			Pool Building	
Burns Community Ctr	WBCC-B0041-CU-4	SS-CU	Carrier	25HHA424A300	0218X34112	Roof	Added
	WBCC-B0041-CU-5	COND	Carrier	38MGRQ24C-3	3220V16531	Lower roof	Added
	WBCC-B0041-EVAP-3	SS-EVAP	Carrier	40MKQB34C-301	3417V00354	Lobby	Added
	WBCC-B0041-EVAP-4	SS-EVAP	Carrier	40MKCB28B-401	3417V01339	Elevator room	Added



**City of Lakewood - HVAC Preventative Maintenance Program**  
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	WBCC-B0041-EVAP-5	SS-EVAP	Carrier	40MAQb12B	1620V18680	Kitchen	Added
	WBCC-B0041-RIFRZ-2	FREEZER	2 door REACH IN FREEZER				
	WBCC-B0041-RIFRZ-3	FREEZER	REACH IN FREEZER				
	WBCC-B0041-WICOOL-1	COOLER-WI	WALK IN COOLER				
	WBCC-B0041-WIFRZ-1	FREZR-WI	WALK IN FREEZER				
	WBCC-B0041-CU-1	SS-CU	BASX		0218X34112	On ground	
	WBCC-B0041-CU-2	SS-CU	BASX			Outside building	
	WBCC-B0041-CU-3	SS-CU	Carrier	24AHA430A300	2817X45485	Roof	
	WBCC-B0041-EF-1	FAN-EF		G-085-D6EX-Q0	2603263		
	WBCC-B0041-EVAP-1	SS-EVAP	BASX		17051	Roof	
	WBCC-B0041-EVAP-2	SS-EVAP	BASX		17051	Roof	
	WBCC-B0041-RICOOL-1	REFRIGERATOR	Blue Air	BSR23T		Kitchen	
	WBCC-B0041-RICOOL-2	REFRIGERATOR	4 Door REACH IN COOLER				
	WBCC-B0041-RIFRZ-1	FREEZER	Electrolux	FGVU21F8QFC	WB93161662		
City Hall	CH-B0010-AHU-1	AHU	LENNOX	B3-305-1 FW	5483J04537		
	CH-B0010-AHU-2	AHU	LENNOX	B3-305-1 FW	5483J04531		
	CH-B0010-BHW-1	BOILER-HW	LOCHINVAR	FTX725N	1.81E+12		



**City of Lakewood - HVAC Preventative Maintenance Program**  
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	CH-B0010-CH-1	CHILLER-WC	TRANE	RTWA0304XE03C3D2WENT	01M02640	
	CH-B0010-CT-1	CT	RECOLD	JT-2565	98907	
	CH-B0010-CU-1	SS-CU	LIEBERT	CSF104-Z	0944C242308	
	CH-B0010-CU-2	SS-CU	LIEBERT	CSF104-Z	0944C24307	
	CH-B0010-CU-3	SS-CU	LIEBERT	CSF104-Z	0944C24304	
	CH-B0010-FAN-EF-1	FAN-EF	GREENHECK	GB-100-LMDX-QD-22	00B17543	Roof
	CH-B0010-PKG-1	PKG-HP	Frigidaire	FFRE053WAE1	KK94626909	Telephone Equipment
	CH-B0011-CTRLS-1	CTRLS-DDC				
George Nye Library	GNV-B0016-EF-1	FAN-EF				
	GNV-B0016-PKG-1	PKG-HP	CARRIER	48TJD014-501GA	4694G30445	
	GNV-B0016-PKG-2	PKG-HP	CARRIER	48TJD014-501GA	4694G30446	
Mae Boyar Park	MBPAB-B0015-CU-1	SS-CU	CARRIER	24AHA460050010	1523 X 76284	
	MBPAB-B0015-CU-2	SS-CU	YORK	YCHD36S43S1A	WOM8469819 (4 Ton)	
	MBPAB-B0015-CU-3	SS-CU	YORK	TCHD48S43S3A	W1E6565539 (5 Ton)	
	MBPAB-B0015-EF-1	FAN-EF	DELHI	Delhi 210		
	MBPAB-B0015-EF-2	FAN-EF	DELHI	Delhi 210		
	MBPAB-B0015-EVAP-1	SS-EVAP	YORK	TP9120D20MP11A	WOD9693122	
	MBPAB-B0015-EVAP-2	SS-EVAP	YORK	YP9C060B12MP11A	WOC9673063	
	MBPAB-B0015-EVAP-3	SS-EVAP	YORK	YP9C080C16MP11A	WOD9734503	



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	MBPAB-B0015-RICOOOL-1	REFRIGERATOR	TRAULSEN			
	MBPAB-B0015-RIFRZ-1	FREEZER	TRAULSEN	G12010	T27651J09	
Mayfair Park Community Center	MPCC-B0018-RICOOOL-2	REFRIGERATOR	TURBO AIR			Community Center
	MPCC-B0018-EF-2	FAN-EF	LOREN COOK	120 ACEB	138SE87881-00/0003601	Community Center
	MPCC-B0018-EF-3	FAN-EF	LOREN COOK	120 ACEB	138SE87881-00/0005602	Community Center
	MPCC-B0018-EF-5	FAN-EF	CARNESS			Community Center
	MPCC-B0018-PKG-1	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A057	1413G40045	Community Center
	MPCC-B0018-PKG-2	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0		Community Center
	MPCC-B0018-PKG-3	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0	0913G30110	Community Center
	MPCC-B0018-PKG-4	PKG-GAS	CARRIER	48HCLA06A2A6A0A0A0	1613C80620	Community Center
	MPCC-B0018-PKG-5	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0	0913G30113	Community Center
	MPCC-B0018-PKG-6	PKG-GAS	CARRIER	48HCLA06A2A6A0A0A0	2013C83708	Community Center
	MPCC-B0018-PKG-7	PKG-GAS	CARRIER	48HCDD08A2A6A0A0A0	0913G30114	Community Center
	MPCC-B0018-RICOOOL-1	REFRIGERATOR	TRAULSEN			Community Center
	MPCC-B0018-RIFRZ-1	FREEZER	TRAULSEN			Community Center
	MPCCPB-B0020-EF-1	FAN-EF	LOREN COOK			Pool Building



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	MPCCPB-B0020-EF-4	FAN-EF	LOREN COOK	100 ACEB	138SE87881-00/0000768	Pool Building
	MPCCPB-B0020-FRNC-1	UH	REZNOR	RPB-125		Pool Building
	MPCCPB-B0020-FRNC-2	UH	REZNOR	RPB-125		Pool Building
	MPCCPB-B0020-PKG-8	PKG-GAS	CARRIER	48HCDD09A2A6A0A0A0	4113P31723	Pool Building
	MPCCPB-B0020-PKG-9	PKG-GAS	CARRIER	48HCLA05A6A0A0A0	2213C84362	Pool Building
Monte Verde Park	MVP-B0022-ICE-1	ICE				
	MVP-B0022-CU-1	SS-CU	CARRIER	38HDC060321	1200X99285	
	MVP-B0022-CU-2	SS-CU	CARRIER	38HDC060321	0201X99284	
	MVP-B0022-EF-1	FAN-EF	GREENHECK			
	MVP-B0022-EF-2	FAN-EF				
	MVP-B0022-EVAP-1	SS-EVAP		58UXT100-12120	3000A69340	
	MVP-B0022-EVAP-2	SS-EVAP		58UXT100-12120	3000A69321	
	MVP-B0022-RICOO1-1	REFRIGERATOR	TRAULSEN			
	MVP-B0022-RIFRZ-1	FREEZER	TRAULSEN			
Nixon Yard	NYB-B0024-EF-1	FAN-EF				Building B
	NYD-B0026-EF-2	FAN-EF				Building D
	NYA-B0023-CU-1	SS-CU	RHEEM	RPKA-060JAS	4986M09934227	Building A
	NYA-B0023-EVAP-3	SS-EVAP	RHEEM	60MAX0-93	FC443957-594650	Building A
	NYB-B0024-CU-2	SS-CU	RHEEM	RP1560AJINA	W281632117	Building B



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	NYB-B0024-EVAP-4	SS-EVAP	RHEEM	RH1T6024STANJA		Building B
	NYC-B0025-CU-3	SS-CU	RHEEM	RP1436AJINA	W111625664	Building C
	NYC-B0025-EF-3	FAN-EF				Building C
	NYC-B0025-EF-4	FAN-EF				Building C
	NYC-B0025-EVAP-1	SS-EVAP	RHEEM	RH1T3617STANJA		Building C
	NYD-B0026-CU-4	SS-CU	YORK	THE36B32S	W2B4150522	Building D
	NYD-B0026-EVAP-2	SS-EVAP	YORK	AM360BT	7124A11771	Building D
	NYD-B0026-PKG-1	PKG-HP	RHEEM	RPDC-101CLA	5044-G259601102	Building D
	NYD-B0026-PKG-2	PKG-HP	RHEEM	RPDC-101CLA	5044-G299601267	Building D
Palms Park Community Ctr	PPCC-B0029-FRZC-1	FREEZER				
	PPCC-B0029-EF-1	FAN-EF				
	PPCC-B0029-EF-2	FAN-EF	EXIT AIR			
	PPCC-B0029-EF-3	FAN-EF	EXIT AIR			
	PPCC-B0029-PKG-1	PKG-HP	TRANE	WCD090C300BA		
	PPCC-B0029-PKG-2	PKG-HP	TRANE	WCD090C300BA	H35142370D	
	PPCC-B0029-PKG-3	PKG-HP	TRANE	WCD036C300BA	H351425B7D	
	PPCC-B0029-PKG-4	PKG-HP	TRANE	WCD090C300BA	H29142910D	
	PPCC-B0029-PKG-5	PKG-HP	TRANE	WCD036C300BA	H351422540	
	PPCC-B0029-PKG-6	PKG-HP	TRANE	WCD075C300BA	H31142350D	



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	PPCC-B0029-PKG-7	PKG-HP	TRANE	WCD075C300BA	H30142890D	
	PPCC-B0029-PKG-8	PKG-HP	TRANE	WCD090C300BA	H291429110	
	PPCC-B0029-PKG-9	PKG-HP	TRANE	WCD075C300BA	H31142129D	
	PPCC-B0029-RIC00L-1	REFRIGERATOR	TRAULSEN			
	PPCC-B0029-RIFRZ-1	FREEZER	TRAULSEN			
San Martin Park	SMPCB-B0034-EF-1	FAN-EF				Control Building
	SMPCB-B0034-FRNC-1	DUCTFRNC	CARRIER	58WAV111-20	1696A08262	Control Building
	SMPCB-B0034-PKG-1	PKG-HP	LG	LW1516ERY7	711TASWFD062	Control Building
The Centre	LIEBERT CONDENSER	SPLT-DX-CLG	LIEBERT	NA	NA	Condenser on roof
	CENT-B0011-DSHW-1	DISHW	DISH MACHINE			
	CENT-B0011-ICE-2	ICE				
	CENT-B0011-ICE-3	ICE				
	CENT-B0011-ICE-4	ICE				
	CENT-B0011-RIC00L-1	REFRIGERATOR	PERLICK	C5064E-UL	271519	
	CENT-B0011-RIFRZ-1	FREEZER	KRATOS	69K-773HC	90741751	
	CENT-B0011-VAV-1	VAV				
	CENT-B0011-VAV-2	VAV				

Added



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CENT-B0011-WIC00L-3	COOLER-WI				
CENT-B0011-WIFRZ-1	FREZR-WI	BOHN	B2T025LGC	T09801978	Roof
CENT-B0011-WIFRZ-3	FREZR-WI				
CENT-B0011-WIFRZ-4	FREZR-WI				
CENT-B0011-COMP-1	COMPBU	NOT LEGIBLE	NOT LEGIBLE	1030N201054	
CENT-B0011-CU-1	SS-CU	mitsubishi	MUY-D36NA-1	3002403T	Roof
CENT-B0011-CU-2	SS-CU	CARRIER	38HDC036621	1301X03335	
CENT-B0011-CU-3	SS-CU	CARRIER	38HDC048621	3001X14342	
CENT-B0011-EF-1	FAN-EF	LOREN COOK	36 VCR 365VCR/B	138S933952-00/0000701	Roof
CENT-B0011-EF-2	FAN-EF	LOREN COOK	80 ACE 80ACE B	138SC76482-00/000480G	
CENT-B0011-EVAP-1	SS-EVAP	mitsubishi	MSY-D36NA-8	3002403	Cable TV Server Room
CENT-B0011-EVAP-2	SS-EVAP	UNITED COOLAIR	EMA3G4AS05	20472	Hallway above ceiling
CENT-B0011-EVAP-3	SS-EVAP	UNITED COOLAIR	EMA4G4AS05	20473	Hallway above ceiling
CENT-B0011-ICE-1	ICE	HOSHIZAKA	KM-1340MAH	A12410J	
CENT-B0011-PKG-1	PKG-GAS		48PGDM08-A60	3410G50020	Roof
CENT-B0011-PKG-2	PKG-GAS		50HJ0123-641DA	4098G30667	Roof
CENT-B0011-PKG-3	PKG-GAS	LENNOX	LCC360H4VN2G	5610J07534	
CENT-B0011-PKG-4	PKG-GAS	LENNOX	LCC360H4VN2G	5610J07535	Roof



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	CENT-B0011-PKG-5	PKG-GAS	LENNOX	LCH480H4VN1G	5610K00002	
	CENT-B0011-PKG-6	PKG-GAS	LENNOX	LCH480H4VN1G	5610K00001	
	CENT-B0011-RICOOL-2	REFRIGERATOR	Kratos	69K-773HC	90741751	
	CENT-B0011-RICOOL-3	REFRIGERATOR	PERLICK	C506E-UL	271519	
	CENT-B0011-WICOOL-1	COOLER-WI	BOHN	BHT025X6C	TO9801979	Roof
	CENT-B0011-WICOOL-2	COOLER-WI				
	CENT-B0011-WIFRZ-2	FREZR-WI	HEATCRAFT	LET090BEK	T09B06104	
US Post Office	PO-B0032-CU-1	SS-CU	CARRIER	38YCB030-301	38YCB030-3015	
	PO-B0032-EF-1	FAN-EF	FANTEC	58DD13DB	65075001	
	PO-B0032-PKG-1	PKG-GAS	TRANE	YCD102C4L0AA	K31102005D	
	PO-B0032-PKG-2	PKG-GAS	TRANE	YCD102C4L0AA	K391023400	
	PO-B0032-PKG-3	PKG-GAS	TRANE	YCD0102C4L0AA	K34102380D	
	PO-B0032-PKG-4	PKG-GAS	TRANE	YCD102C4L0AA	K341023790	
	PO-B0032-PKG-5	PKG-GAS	TRANE	YCD102C4L0AA	K341032480	
	PO-B0032-PKG-6	PKG-GAS	TRANE	YCD102C4L0AA	K35100475D	
	PO-B0032-PKG-7	PKG-GAS	TRANE	YCD102C4L0AA		
Weingart Senior Ctr	WSC-B0040-EF-1	FAN-EF	LOREN COOK	180LPB	138S645488-01/0000701	
	WSC-B0040-EF-2	FAN-EF	LOREN COOK	120 ACEB	138S894662-00/0005019	
	WSC-B0040-PKG-1	PKG-GAS	CARRIER	48HJL005-551	2506G10410	
	WSC-B0040-PKG-2	PKG-GAS	CARRIER	48HJL006-541	2906G30434	



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	WSC-B0040-PKG-3	PKG-GAS	CARRIER	48TMD028-511AA	3706U22898	
	WSC-B0040-PKG-4	PKG-GAS	CARRIER	48LHEO08500	3088H65115	
	WSC-B0040-PKG-5	PKG-GAS	CARRIER	48HJD014-561	2406G40800	
	WSC-B0040-PKG-6	PKG-GAS	CARRIER	48HJD014-561	2506G11525	
	WSC-B0040-PKG-7	PKG-GAS	CARRIER	48HJM004-541	2406G20490	
	WSC-B0040-PKG-8	PKG-GAS	CARRIER	48LH006		
	WSC-B0040-RICOOL-1	REFRIGERATOR	TRAULSEN	AHT 2-32 NUT	C-14496	Kitchen
	WSC-B0041-CTRLS-1	CTRLS-DDC				
Youth Center Del Valle Park	DVP-B0012-PTAC-1	PKG-HP	LG	LW1516ERY7	702TAULDX438	Control Building
	DVP-B0013-FRNC-1	DUCTFRNC	CARRIER	58WAV111-20	1696A08260	Control Building
	DVP-B0014-EF-1	FAN-EF	NOT LEGIBLE		NOT LEGIBLE	Control Building
	DVP-B0015-PKG-1	PKG-GAS	TRANE	YCH075	NOT LEGIBLE	Youth Center
	DVP-B0016-PKG-2	PKG-GAS	TRANE	YCH120	NOT LEGIBLE	Youth Center
	DVP-B0017-PKG-3	PKG-GAS	TRANE	YCH075	NOT LEGIBLE	Youth Center
	DVP-B0018-EF-2	FAN-EF	NOT LEGIBLE		NOT LEGIBLE	Youth Center
	DVP-B0018-EF-3	FAN-EF				YOUTH CENTER
	DVP-B0019-RIFRZ-1	FREEZER	WHYNTER		NOT VISIBLE	Youth Center
	DVP-B0020-RICOOL-1	REFRIGERATOR	TRAULSEN		U331B108	Youth Center



**City of Lakewood - HVAC Preventative Maintenance Program**  
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## City of Lakewood – Equipment Tasking

### Scopes of Work:

#### **SERVICE SCOPE PACKAGE COOLING UNIT**

MANUFACTURER: VARIOUS  
STYLE OR SERIES: PACKAGE COOLING UNIT  
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK OUT TAG OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL AND CLEAN/TIGHTEN AS NEEDED.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT CONDENSER COILS FOR SIGNS OF LEAKS. CLEAN ANNUALLY.
- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ REPLACE AIR FILTERS, PER CONTRACT.
- ☐ INSPECT CONDITION OF EVAPORATOR COIL.
- ☐ INSPECT DRAIN PAN AND DRAIN LINE AND CLEAN AS NEEDED.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ LUBRICATE SUPPLY FAN & MOTOR BEARINGS AS NEEDED, IF APPLICABLE.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ INSPECT CONDITION AND OPERATION OF ECONOMIZER SECTION AND LUBRICATE AS NEEDED, IF APPLICABLE.
- ☐ INSPECT EXHAUST SEQUENCE, IF APPLICABLE.
- ☐ CHECK AND RECORD COOLING SUPPLY AIR TEMPERATURE.
- ☐ CHECK AND RECORD RETURN AIR TEMPERATURE.
- ☐ CHECK AND RECORD OUTDOOR AIR TEMPERATURE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

#### **SERVICE SCOPE PACKAGE COOLING UNIT**

MANUFACTURER: VARIOUS  
STYLE OR SERIES: PACKAGE COOLING UNIT  
SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK OUT TAG OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT CONDENSER COILS FOR CLEANLINESS AND SIGNS OF LEAKS.



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- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ REPLACE AIR FILTERS, PER CONTRACT.
- ☐ INSPECT CONDITION OF EVAPORATOR COIL.
- ☐ INSPECT DRAIN PAN AND DRAIN LINE.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ INSPECT VFD OPERATION.
- ☐ INSPECT CONDITION AND OPERATION OF ECONOMIZER SECTION, IF APPLICABLE.
- ☐ INSPECT EXHAUST SEQUENCE, IF APPLICABLE.
- ☐ CHECK AND RECORD COOLING SUPPLY AIR TEMPERATURE.
- ☐ CHECK AND RECORD RETURN AIR TEMPERATURE.
- ☐ CHECK AND RECORD OUTDOOR AIR TEMPERATURE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

### SERVICE SCOPE EXHAUST FAN

MANUFACTURER: VARIOUS  
STYLE OR SERIES: EXHAUST FAN  
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT ELECTRICAL CONNECTIONS.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ LUBRICATE SUPPLY FAN & MOTOR BEARINGS, IF APPLICABLE.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION

MANUFACTURER: VARIOUS  
STYLE OR SERIES: EXHAUST FAN  
SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT CONDITION OF SUPPLY FAN, MOTOR, PULLEYS, BELTS, AND ADJUST AS NEEDED.
- ☐ LUBRICATE SUPPLY FAN & MOTOR BEARINGS AS NEEDED IF APPLICABLE.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

### SERVICE SCOPE BOILER – DOMESTIC HOT WATER



**City of Lakewood - HVAC Preventative Maintenance Program**  
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MANUFACTURER: VARIOUS  
STYLE OR SERIES: DOMESTIC HOT WATER BOILER  
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ VISUALLY INSPECT BOILER FOR POSSIBLE LEAKS.
- ☐ OBSERVE CONDITION OF FLAME.
- ☐ REMOVE AND CLEAN BURNER ASSEMBLY, PILOT IGNITER, ETC.
- ☐ LOG SUPPLY WATER TEMPERATURE.
- ☐ VERIFY OPERATION OF WATER MAKE-UP AND EXPANSION TANK.
- ☐ PROVIDE TEST OF ALL SAFETY CONTROLS INCLUDING VERIFYING OPERATING TEMPERATURE CONTROLS.
- ☐ TEST LOW WATER CUT OFF.
- ☐ TEST LEVER SAFETY RELIEF VALVE.
- ☐ CHECK BOILER ROOM FOR UNOBSTRUCTED FLOOR DRAINS.
- ☐ CLEAN AND TIGHTEN ELECTRICAL CONNECTIONS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

**SERVICE SCOPE BOILER – DOMESTIC HOT WATER**

MANUFACTURER: VARIOUS  
STYLE OR SERIES: DOMESTIC HOT WATER BOILER  
SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ VISUALLY INSPECT BOILER FOR POSSIBLE LEAKS.
- ☐ OBSERVE CONDITION OF FLAME.
- ☐ LOG SUPPLY WATER TEMPERATURE.
- ☐ VERIFY OPERATION OF WATER MAKE-UP AND EXPANSION TANK.
- ☐ TEST LOW WATER CUT OFF.
- ☐ CHECK BOILER ROOM FOR UNOBSTRUCTED FLOOR DRAINS.
- ☐ INSPECT ELECTRICAL CONNECTIONS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

**SERVICE SCOPE SPLIT SYSTEM CONDENSING UNIT**

MANUFACTURER: VARIOUS  
STYLE OR SERIES: SPLIT SYSTEM CONDENSING UNIT  
SCOPE OF WORK: ANNUAL INSPECTION



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- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL AND CLEAN/TIGHTEN.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ INSPECT ELECTRICAL CONNECTIONS OF UNIT AND TIGHTEN.
- ☐ CHECK REVERSING VALVE OPERATION, IF APPLICABLE.
- ☐ INSPECT CONDENSER COILS FOR SIGNS OF LEAKS AND CLEAN ANNUALLY, PER CONTRACT.
- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

MANUFACTURER: VARIOUS  
STYLE OR SERIES: SPLIT SYSTEM CONDENSING UNIT  
SCOPE OF WORK: OPERATIONAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT UNIT CONTROL PANEL.
- ☐ INSPECT MOTOR CONTACTORS FOR PITTING OR SIGNS OF DAMAGE.
- ☐ CHECK REVERSING VALVE OPERATION, AS APPLICABLE.
- ☐ INSPECT CONDENSER FAN BLADES, MOTOR, AND BEARINGS FOR SMOOTH OPERATION.
- ☐ CHECK COMPRESSOR AND COILS FOR SIGNS OF REFRIGERANT OIL AND LEAKS.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

### SERVICE SCOPE COOLING TOWER

MANUFACTURER: VARIOUS  
STYLE OR SERIES: COOLING TOWER  
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT ALL STRUCTURAL ELEMENTS FOR CORROSION AND DAMAGE.
- ☐ INSPECT FOR SCALE BUILD-UP ON ELIMINATORS AND CLEAN AS NEEDED.
- ☐ VERIFY FLOAT OPERATION.
- ☐ CLEAN SUMP, PER CONTRACT.
- ☐ INSPECT WATER DISTRIBUTION ABOVE FILL.
- ☐ VERIFY OPERATION OF DUMP VALVE.
- ☐ VERIFY OPERATION OF FAN CONTROLS.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ LUBRICATE FAN AND MOTOR BEARINGS AS NEEDED.
- ☐ INSPECT PULLEY GROOVES AND BELTS FOR ALIGNMENT, WEAR, AND TENSION.
- ☐ INSPECT FAN WHEEL FOR FREE ROTATION, CRACKS, AND ALIGNMENT.
- ☐ INSPECT GEAR BOX FLUID.



## City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

- ☐ INSPECT AND TIGHTEN ELECTRICAL CONNECTIONS.
- ☐ INSPECT CONDITION OF SAND FILTER OPERATION, IF APPLICABLE.
- ☐ CHECK WATER TREATMENT EQUIPMENT AND OPERATION, IF APPLICABLE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

MANUFACTURER: VARIOUS  
STYLE OR SERIES: COOLING TOWER  
SCOPE OF WORK: ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ INSPECT ALL STRUCTURAL ELEMENTS FOR CORROSION AND DAMAGE.
- ☐ INSPECT FOR SCALE BUILD-UP ON ELIMINATORS AND CLEAN AS NEEDED.
- ☐ VERIFY FLOAT OPERATION.
- ☐ CLEAN SUMP, PER CONTRACT.
- ☐ INSPECT WATER DISTRIBUTION ABOVE FILL.
- ☐ VERIFY OPERATION OF DUMP VALVE.
- ☐ VERIFY OPERATION OF FAN CONTROLS.
- ☐ CHECK AND TIGHTEN VFD ELECTRICAL CONNECTIONS AS NEEDED.
- ☐ INSPECT AND CLEAN VFD CONTROL CABINET AND FILTER, IF APPLICABLE.
- ☐ LUBRICATE FAN AND MOTOR BEARINGS AS NEEDED.
- ☐ INSPECT PULLEY GROOVES AND BELTS FOR ALIGNMENT, WEAR, AND TENSION.
- ☐ INSPECT FAN WHEEL FOR FREE ROTATION, CRACKS, AND ALIGNMENT.
- ☐ INSPECT GEAR BOX FLUID.
- ☐ INSPECT AND TIGHTEN ELECTRICAL CONNECTIONS.
- ☐ INSPECT CONDITION OF SAND FILTER OPERATION, IF APPLICABLE.
- ☐ CHECK WATER TREATMENT EQUIPMENT AND OPERATION, IF APPLICABLE.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

### SERVICE SCOPE WALK-IN COOLER

MANUFACTURER: VARIOUS  
STYLE OR SERIES: WALK-IN COOLER  
SCOPE OF WORK: SEMI-ANNUAL INSPECTION

- ☐ PERFORM PROPER LOCK-OUT/TAG-OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ CHECK UNIT CONTROLS PANEL, THERMOMETERS AND GAUGES FOR PROPER OPERATION.
- ☐ INSPECT DOOR HANDLES AND GASKETS FOR WEAR.
- ☐ INSPECT CONDENSATE DRAIN PAN, DRAIN LINE AND CLEAN.



## City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

- ☐ INSPECT BOX FOR MOLD.
- ☐ CHECK HEATERS, TIMER, AND CONTROLS FOR DEFROST CYCLE, IF APPLICABLE.
- ☐ INSPECT EVAPORATOR COIL FOR OIL OR REFRIGERANT LEAKS AND CLEAN.
- ☐ INSPECT SUPPLY FAN BLADE, BELT, AND MOTOR FOR PROPER OPERATION.
- ☐ CHECK COMPRESSOR FOR SIGNS OF LEAKS.
- ☐ CHECK CONDENSER COILS AND CLEAN, PER CONTRACT.
- ☐ CHECK CONTROL PANEL AND ELECTRICAL CONNECTIONS.
- ☐ CHECK CONDENSER FAN BLADES AND MOTORS FOR PROPER OPERATION.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

### SERVICE SCOPE ICE MACHINES

MANUFACTURER:	VARIOUS
STYLE OR SERIES:	ICE MACHINES
SCOPE OF WORK:	QUARTERLY INSPECTION

- ☐ PERFORM PROPER LOCK OUT TAG OUT SAFETY PROCEDURES TO PERFORM SERVICE.
- ☐ VISUALLY INSPECT MACHINE FOR CLEANLINESS.
- ☐ INSPECT THE FOLLOWING AND CHECK FOR UNUSUAL NOISE AND/OR VIBRATIONS:
  - ☐ EVAPORATOR PLATES
  - ☐ CONDENSER FAN
  - ☐ COMPRESSORS
  - ☐ SOLENOIDS
- ☐ CHECK SYSTEM CHARGE.
- ☐ CHECK REFRIGERATION CYCLE FOR PROPER OPERATION AND SEQUENCING.
- ☐ ELECTRONICALLY INSPECT UNITS FOR REFRIGERANT LEAKS.
- ☐ CHEMICALLY FLUSH THE EVAPORATOR SYSTEM TO CLEAN AND SANITIZE.
- ☐ CLEAN CONDENSER COILS, PER CONTRACT.
- ☐ INSPECT AND CLEAN DRAIN LINES.
- ☐ INSPECT ALL REFRIGERANT LINES AND INSULATION.
- ☐ INSPECT DOOR GASKETS FOR WEAR AND SEAL.
- ☐ INSPECT HARDWARE AND HINGES.
- ☐ INSPECT WATER FILTER HOUSING AND PIPING.
- ☐ REPLACE WATER FILTER EVERY 6 MONTHS, PER CONTRACT.
- ☐ PROVIDE SERVICE REPORT ON CONDITION OF UNITS AFTER EVERY INSPECTION.
- ☐ RETURN UNIT TO SCHEDULED OPERATION.

### SERVICE SCOPE CONTROLS



**City of Lakewood - HVAC Preventative Maintenance Program**  
**CITY OF LAKEWOOD**

**MANUFACTURER:** VARIOUS  
**STYLE OR SERIES:** CONTROLS  
**FREQUENCY:** QUARTERLY

- ☐ REVIEW CONTROL SYSTEM OPERATIONS WITH BUILDING LEAD OPERATOR/TECHNICIAN.
- ☐ REVIEW SYSTEM FOR CRITICAL AND OFFLINE STATUS INDICATIONS.
- ☐ REVIEW SYSTEM FOR OVERRIDE, AND DISABLED STATUS INDICATIONS.
- ☐ REVIEW EVENT AND ALARM LOG FOR CRITICAL OR RECURRING INSTANCES AND POSSIBLE OPERATIONAL ISSUES.
- ☐ REVIEW TREND LOGS FOR NEED AND OPERATOR USE.
- ☐ BAS SOFTWARE UPDATES AND ENHANCEMENTS: DELTA CONTROLS CONTINUALLY UPDATES AND ENHANCES THEIR BAS SOFTWARE WITH PRODUCT ENHANCEMENTS AND UPDATES TO KEEP THE SYSTEM OPERATING EFFICIENTLY THROUGH ITS ENTIRE LIFECYCLE. ENVISE WILL PROVIDE YOUR BAS SYSTEM WITH FIRMWARE AND SOFTWARE UPDATES THAT INCORPORATE ALL BUG FIXES THAT PREVENTING NEGATIVE IMPACT TO YOUR SYSTEM. THESE UPDATES DO NOT INCLUDE UPGRADES TO THE NEXT MAJOR REVISION OF FRONT-END SOFTWARE.
- ☐ PERFORM DATABASE MAINTENANCE ON THE SOFTWARE APPLICATION, IF APPLICABLE.
- ☐ SAVE/COPY NETWORK WORKSTATION DATABASE, INCLUDING CUSTOM GRAPHICS AND SYSTEM CONTROLLER POINT DATA, CONTROLLER CONFIGURATION, SCHEDULES, ALARMS AND TREND-LOG DATA.
- ☐ CHECK SYSTEM CONTROLLERS AND SYSTEM MANAGERS TO VERIFY PROPER DEVICE PROPERTIES, DC POWER LEVELS, COMMUNICATION, AND POSSIBLE ERROR CODE INDICATIONS.
- ☐ PERFORM NETWORK ANALYSIS TASKS AS REQUIRED TO CONFIRM COMMUNICATIONS WITH ALL NETWORKED CONTROLLERS AND 3RD PARTY DEVICES.
- ☐ CONFIRM PROPER TIME SYNC OF ALL SYSTEM CONTROLLERS WITH WORKSTATION, AS APPLICABLE.
- ☐ VERIFY ALL OVERRIDE SWITCHES ARE ON AUTO AND REVIEW FINDINGS ON ALL SYSTEM CONTROLLERS.
- ☐ REMOVE EXCESSIVE DUST FROM INTERNAL SURFACES OF CONTROL PANELS.

## **Terms and Conditions**

Unless otherwise advised in writing to the contrary within seven (7) days of the execution of this agreement, the following terms and conditions as written are hereby accepted between Customer and Southland Industries. By execution of this agreement, the Customer represents that he has the authority to enter such agreement.

### **GENERAL**



## City of Lakewood - HVAC Preventative Maintenance Program

CITY OF LAKEWOOD

1. Acceptance of this agreement by SOUTHLAND INDUSTRIES assumes that all systems and equipment covered are in maintainable condition. If repairs are found necessary during the new agreement start up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance agreement and the agreement price adjusted accordingly or the agreement may be canceled or otherwise revised.
2. The Customer will provide access to all areas and equipment, and will allow SOUTHLAND INDUSTRIES to stop and start equipment as may be necessary to fulfill the terms of the agreement. All maintenance, repair or replacement tasks will be performed during normal working hours, 7:30 AM to 4:30 PM, Monday through Friday, holidays excepted. Customer agrees to pay overtime on any maintenance and work requested to be performed outside said normal working hours.
3. If any emergency call is made at the Customer's request and inspection does not reveal any defect, Customer will be liable for charges for such services, including but not limited to; investigative labor, travel time, and overtime. Customer acknowledges that there is a minimum charge of two (2) hours for emergency calls, if no defect is found.
4. SOUTHLAND INDUSTRIES reserves the right to adjust and or terminate this agreement, should the systems and/or equipment covered under this agreement be altered, modified, changed or moved, including but not limited to any direct changes in application or architectural modifications resulting in changes to the mechanical systems and/or equipment performance. If persons other than representatives of SOUTHLAND INDUSTRIES performs maintenance or repair of equipment covered under this agreement, and as a result further repair by SOUTHLAND INDUSTRIES is required, such repairs will be made and charges billed to the Customer at EVISE's applicable labor and material rates then in effect.
5. In addition to any price specified on the face hereof, the Customer shall pay and be responsible for the gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by SOUTHLAND INDUSTRIES on behalf of the Customer whether such tax shall be local, state, or federal in nature. This includes, but is not limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
6. Maintenance service charges will be invoiced in advance of the period during which the service is provided. Extra work performed will be invoiced upon completion of work. Payment for services performed under this agreement is due within 30 days of invoice date. Finance charges will apply to balances over 30 days, and SOUTHLAND INDUSTRIES reserves the right to stop all work until such balances are made current.
7. SOUTHLAND INDUSTRIES reserves the right to adjust this Agreement should Customer request a material change in the scope of services, as determined by SOUTHLAND INDUSTRIES in its sole discretion. When SOUTHLAND INDUSTRIES determines a change is material, SOUTHLAND INDUSTRIES will reduce the change to writing and provide the completed written change to Customer. Both SOUTHLAND INDUSTRIES and Customer will have to provide written approval of the change as detailed in the written description of the change, including the impact of the change on the schedule, resources, and the price of the service, before SOUTHLAND INDUSTRIES will make the change. When Customer accepts the change, Customer will modify its forms for payment as requested by SOUTHLAND INDUSTRIES. If Customer does not accept the change (including the impact on the schedule, resources, or price), the parties will complete their obligations as set forth in this Agreement.
8. This annual agreement shall continue in effect from year to year, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. The annual agreement price is subject to adjustment on each renewal anniversary date to reflect increases in labor, materials and other industry related costs.
9. Either party may terminate this Agreement if the other party commits a material breach of such Agreement, including but not limited to non-payment of any amount when due, and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. If SOUTHLAND INDUSTRIES terminates this Agreement for cause, Customer shall be responsible for SOUTHLAND INDUSTRIES's costs incurred and reasonable profit up through the date of termination.
10. Either party may at its option cancel or terminate this Agreement and all Supplemental Agreements in their entirety, or cancel or terminate merely one or more of the Supplemental Agreements, without cause upon thirty (30) days prior written notice to the other party. SOUTHLAND INDUSTRIES shall advise Customer of the extent to which performance has been completed through the date of the notice of termination. Customer shall be responsible for SOUTHLAND INDUSTRIES's costs incurred and reasonable profit up through the date of cancellation.

### EXCLUSIONS

11. Repair, replacement and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, coils, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, VAV boxes, strainers, isolation valves, crane rental,



## City of Lakewood - HVAC Preventative Maintenance Program

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- temp heating/cooling, boiler refractory material, heat exchangers, insulating material, electrical wiring, tubing, tanks, fixtures and finishes, structural supports and other non-moving parts, are not included in this agreement.
12. SOUTHLAND INDUSTRIES is not responsible for (a) the design of the mechanical and/or plumbing system (b) obsolescence (c) water supply and drainage (d) damages caused by freezing (e) additional work required by government regulated codes (f) additional work required to meet insurance requirements (g) any air/water balancing (h) safety tests (i) electrical service or service requirements due to power failure (j) misuse and/or abuse of system(s) (k) negligence of Customers or others (l) vandalism (m) and all other causes that are beyond SOUTHLAND INDUSTRIES's control.
  13. This agreement does not include the identification, removal, handling or disposal of asbestos or other hazardous substances. In the event such substances or materials are discovered, SOUTHLAND INDUSTRIES's responsibility is limited to notifying the Customer of the possibility of the existence of such materials.

### LIMITATIONS OF LIABILITY

14. SOUTHLAND INDUSTRIES will not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of God, or any other cause beyond SOUTHLAND INDUSTRIES's reasonable control.
15. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise shall SOUTHLAND INDUSTRIES or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, attorney fees, lost profits or claims of such damages by the Customer or against the Customer by any other party.
16. No other warranty expressed or other liability is given and no other affirmation by SOUTHLAND INDUSTRIES, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other expressed or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of SOUTHLAND INDUSTRIES.
17. SOUTHLAND INDUSTRIES warrants materials only to the extent and for the time period said materials are warranted to SOUTHLAND INDUSTRIES by the manufacturer(s) of the same. SOUTHLAND INDUSTRIES liability, if any, upon any warranty, either expressed or implied, shall be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by SOUTHLAND INDUSTRIES.
18. SOUTHLAND INDUSTRIES and Customer agree to seek to avoid litigation as a resolution of any disputes. However, should either party commence legal action against the other, the prevailing party shall be entitled to recover from the other party all court costs, disbursements and reasonable attorney's fees. SOUTHLAND INDUSTRIES and the Customer agree to indemnify and hold each other; including their officer, agents, directory and employees, harmless from all liabilities, costs, claims, demands, or suits of any kind, including but not limited to reasonable attorney's fees, resulting from the negligence or willful misconduct or breach of this agreement by the indemnifying party or its employees, contractors or agents.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

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

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

Private security patrols started on April 24, 2022 with four unarmed security guards performing vehicle patrols 10:00 p.m. – 6:30 a.m., 7 days a week. The guards were each assigned a patrol beat to conduct grid pattern patrols in all residential neighborhoods and adjacent commercial areas. The intent of the initial deployment was to address crime trends and provide a sense of safety and security. The current agreement is set to expire June 30, 2024.


During the past two years, the private security patrols have been effective based on initial assessments showing crime trends staying relatively flat while other cities experienced significant increases during the first four months of deployment, and community response was positive, with residents indicating they felt safer knowing the security patrols were keeping a watchful eye overnight.

The private security patrols consist of three guards assigned to specific geographic beats covering the entire city with a focus on highly visible patrols in neighborhoods, shopping centers, near parks and schools keeping an eye out for any suspicious or unusual activity, and a fourth security guard that is utilized to strategically target specific areas of concerns, particularly any upticks in criminal activity, spending more time directed to the specific area of concern.

### **RECOMMENDATION**

Staff recommends the City Council approve an agreement with Southwest Patrol, Inc. for private security patrol of four (4) security guards July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement in a form as approved by the City Attorney.

  
Joshua Yordt  
Director of Public Safety

  
Thaddeus McCormack  
City Manager



Security Agreement Number: 29232

This agreement is made and effective as of July 1, 2024, and replaces and supersedes the previous agreement effective September 27, 2023, by and between Southwest Patrol, Inc., 1800 E Lambert Road #155, Brea, California 92821 (the "*COMPANY*") and City of Lakewood, 5050 Clark Avenue, Lakewood, California 90712 (the "*CUSTOMER*"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This agreement shall commence on the effective date and expire June 30, 2025, and may be extended by written agreement between *CUSTOMER* and *COMPANY*.
2. During the terms of the contract, the *COMPANY* agrees to furnish the following services:
  - (4) Unarmed uniform security officers with a marked patrol vehicle (*COMPANY* and *CUSTOMER* logo) will be working seven days a week Monday – Sunday starting at 10:00pm and ending 6:30am patrolling designated areas throughout Lakewood residential neighborhoods and shopping centers to deter criminal activity. Officers will be taking a 30 minute nonpaid lunch, client will be billed for an eight (8) hour shift. Stand By Time may be applied when the Officers have to stay on patrol or a designated location longer than the scheduled shift when requested by *CUSTOMER*. Any changes to services must be done in writing via email with a twenty-four (24) hour advance notice. Officers will be properly equipped, uniformed, and appropriately attired.
3. *COMPANY* shall be responsible, for the direct supervision of the officers furnished through its designated representatives at the premises to which this contract relates and such representatives, will in turn, be available at all reasonable times to consult with the designated representatives of the *CUSTOMER* with respect to security services rendered there under. The *COMPANY* will pay all wages, expenses, federal, social security taxes, unemployment taxes, and any similar taxes. The *COMPANY* will, upon reasonable notice and request of the *CUSTOMER*, remove any guard from *CUSTOMER'S* premises any time it desires and for any reason whatsoever.
4. The *CUSTOMER* agrees to pay *COMPANY* by check once invoice is received and within our payment schedule (net-30). *COMPANY* will add on a 5% late fee on each billing cycle until payment is received in full if payment becomes denied. *CUSTOMER* agrees to pay reasonable attorney and other fees, which may be incurred by *COMPANY* if collection action is needed under this contract.
5. If there is enacted any law regulation, ruling or other such mandate, by an authority having jurisdiction of the subject matter which alters the hours of service, rates of pay, working conditions, or costs of performing the security service herein provided of, *CUSTOMER* agrees that this contract will be subject to renegotiations to take into account these increased costs. All rates are subject to change according to any and all increased costs, with a thirty (30) day notice given to *CUSTOMER*.

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

7. Indemnification and defense

A. Indemnity.

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

B. Duty to Defend.

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

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

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

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

**City of Lakewood:**

**Southwest Patrol, Inc.:**

\_\_\_\_\_  
Thaddeus McCormack. City Manager

\_\_\_\_\_  
Authorized Representative

**EXHIBIT A**

**Rate Schedule**

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

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

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

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$3,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

#### **Other provisions or requirements**

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

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

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

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

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

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

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

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as

it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

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

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

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

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

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

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Agreement for Helicopter Maintenance with STEAM Aircraft, Inc.

### **INTRODUCTION**

STEAM Aircraft Inc. has been maintaining the Sky Knight helicopters since 2005. The current Agreement will expire on June 30, 2024 unless extended.

### **STATEMENT OF FACT**

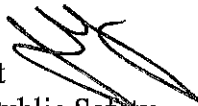
STEAM Aircraft is providing excellent maintenance for the Sky Knight helicopters at the Long Beach airfield. The helicopters are in good repair and STEAM mechanics have kept these aircraft airworthy and flying for every shift since their contract began.

The Agreement is based upon a minimum guaranteed aggregate annual flight hours of 800 at a per flight hour rate of \$208.00 for FY 2024-2025 and \$212.16 for FY2025-2026 for inspections, maintenance, labor and servicing. Sky Knight typically logs about 1,000 flights hours per year. The agreement will commence July 1, 2024 for a two year term, expiring June 30, 2026.

### **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement for Helicopter Maintenance with STEAM Aircraft Inc. from July 1, 2024 through June 30, 2025, and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager



AGREEMENT  
ROBINSON R44 HELICOPTER MAINTENANCE

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of June 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY" and STEAM Aircraft, sometimes hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, CITY and CONTRACTOR desire to enter into an agreement for the maintenance of the CITY's Robinson R44 Helicopters;

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

SECTION 1. PURPOSES

CONTRACTOR agrees to maintain Robinson R44 helicopters; N930DK (Model R44, S/N 13963), N130SK (Model R44, S/N 11781), and any additional helicopters of the same make and model owned by the CITY OF LAKEWOOD, 5050 N. Clark Avenue, Lakewood, California, as set forth herein and in sections 1-13. The charge for this service is agreed to be at the rate of \$208.00 per flight hour July 1, 2024 to June 30, 2025 and \$212.16 per flight July 1, 2025 to June 30, 2026. These rates shall apply to services to include inspections, maintenance, labor, and servicing. For the purpose of manpower and space requirements, it is agreed that the above hourly figure is based on a guaranteed aggregate annual minimum usage of 800 flight hours. It is also understood that the helicopters will be kept in an airworthy condition as much as possible for the convenience of the CITY to facilitate total utilization of the helicopters if and when needed.

SECTION 2. HANGARING AND SERVICING AGREEMENT

CONTRACTOR agrees to provide hangar space for City owned and operated Robinson R44 helicopters at Long Beach Airport. CONTRACTOR agrees to provide access and oil for servicing of the helicopters for a daily eight-hour shift, which will be set and changed by the CITY as they deem necessary. Any and all portions of the helicopters are to be kept in a clean and presentable manner any time they are airworthy for flight. The patrol aircraft will be cleaned and said helicopter ready for flight prior to the beginning of each shift. This is during normal work week hours. On weekends and holidays, the pilot will take care of moving the aircraft in and out of the hangar as well as cleaning windows. Cleaning materials shall be made available for the cleaning of aircraft windows by CITY personnel during non-operational hours of the CONTRACTOR.

Any aircraft on a non-flying status as determined by CITY for more than thirty (30) days due to, but not limited to, aircraft retirement, aircraft liquidation, and/or part sourcing, will incur a monthly storage fee. CITY agrees to pay CONTRACTOR \$4.00 per flight hour per month but not to exceed \$400 per month for storage fees.

### SECTION 3. INSPECTION AND MAINTENANCE AGREEMENT

At the factory recommended inspection times, the aircraft will be grounded at the CONTRACTOR's facility at the Long Beach Airport for that appropriate inspection and required maintenance. Regardless of factory recommended or required maintenance, the following inspection and maintenance shall be performed by the CONTRACTOR: At intervals of 35, 70, and 100 hours of flight time. As needed, the engine spark plugs will be cleaned and/or changed, and upon completion of each 100-hour inspection, the tail rotor will be balanced, and all aircraft systems approved for proper and smooth operation prior to being released for patrol. All pertinent maintenance logbooks must be updated with current mechanic endorsements for all work and inspections performed prior to the aircraft being returned to service. Test pilots to be one of the CITY's pilots or CITY approved CONTRACTOR pilots. All other unscheduled maintenance will be kept on an individual maintenance log and cleared within a responsible amount of time or at the next 100-hour inspection. Airworthiness defects will be cleared as soon as possible.

The flying time to ferry an aircraft to and from CONTRACTOR's facility at the Long Beach Airport will be performed by the CITY's personnel. It is recognized that certain on-site field repairs may be necessary to keep the aircraft operational and certain on-site field repairs may be required before an aircraft can be flown or the aircraft may need to be ground-handled or dollied back to said CONTRACTOR's facility. Labor required to perform repairs and equipment needed to ground-handle or dolly helicopters in the field may be charged to the CITY at the applicable rate as listed in Section 1 per man hour.

### SECTION 4. AIRCRAFT CLEANING SPECIFICATIONS

DAILY: Duty aircraft shall have the windscreens and doors cleaned prior to the start of shift. Tailboom, gas tank, support struts and stabilizers shall have any accumulations of exhaust, smog, or oil and grease spatters wiped off. Interior shall have any trash removed and floor swept as necessary.

WEEKLY: In addition to the daily cleaning, once a week each aircraft shall have all windows cleaned inside and out. Entire aircraft shall be washed with soap and water. Main rotor blades shall be washed with soap and water to remove any grease, smog, or salt accumulations then coated with WD-40 or equivalent to inhibit corrosion.

### SECTION 5. PARTS AGREEMENT

All Robinson parts required for maintenance of said helicopters will be billed to the CITY at CONTRACTOR's cost plus 15%. All parts other than Robinson manufactured parts will be billed to the CITY at CONTRACTOR's cost plus 15%. All parts suppliers must be approved by the CITY.

Avionics repair and installation will be performed by the authorized repair personnel or repair station selected by the CITY. The CONTRACTOR agrees to provide access to said helicopters for required avionics repairs by CITY selected personnel.

All damages caused by assigned personnel of the CITY, except those resulting from normal wear and tear, will be borne by the CITY at CONTRACTOR's cost, plus 15% for parts and labor, at the applicable rate as listed in Section 1 per man hour. The CONTRACTOR shall be responsible

for all damage caused by CONTRACTOR personnel to CITY property. This shall include all parts and labor to repair said damage.

#### SECTION 6. LIMITED LIFE REPLACEMENT PARTS

At the factory-recommended replacement time, all time-life items will be replaced or overhauled in accordance with standards established by the Federal Aviation Administration, or the Robinson Maintenance Manual. These items include main rotor blades, main rotor transmission, pitch bearing shafts, tail rotor blades, tail rotor drive shaft, tail rotor transmission, tailboom, and horizontal stabilizer. Main rotor and tail rotor gearboxes shall be overhaul exchange by either the factory or a CITY approved overhaul facility.

In the event any time-life item requires replacement before its scheduled retirement, the CITY shall pay a portion of the labor cost to replace said item, based on a percentage of the time the item was short of retirement at the applicable rate as listed in Section 1 per man hour.

#### SECTION 7. ENGINE OVERHAUL AND INSTALLATION

The factory recommended engine overhaul time is 2,200 operating hours (R44). The labor to remove and install the engine is included in the hourly rate. Included is the labor required to prepare the engine for installation. The alternator shall be removed and overhauled at the time of engine overhaul. Additionally, at 500 hours time since overhaul, both magnetos shall be removed, cleaned, and inspected internally for conditioned and repaired/overhauled as necessary. The CITY will pay for any additional parts required for engine installation to include engine cowlings, motor mounts, oil coolers, air filters, oil filters, oil lines, ducting, fittings, gaskets, clamps, and A.N. hardware at CONTRACTOR's cost plus 15% for labor and overhead.

In the event the engine requires replacement before its scheduled overhaul time, the CITY shall pay that portion of the labor cost to replace said engine based on percentage of the time the engine is short of its overhaul time. All engine suppliers and/or overhaul facilities must be approved by the CITY.

#### SECTION 8. MAINTENANCE EXPERIENCE

Maintenance personnel working on said helicopters will have three years of actual experience working on Robinson R44 series helicopters and will have completed the Robinson R44 series approved maintenance school. Any mechanic working on the helicopter that does not meet the three-years experience requirement shall be under the DIRECT SUPERVISION of a mechanic that does meet the three-years experience requirement and shall have all work inspected and signed off by the supervising mechanic. All mechanics shall have an FAA mechanic's license with an airframe and powerplant rating. The maintenance facility shall be an FAA approved, authorized maintenance repair station, or will have on staff a mechanic with an FAA approved mechanic's certificate (airframe and powerplant rated) with an Inspection Authorization.

#### SECTION 9. MAINTENANCE RECORDS AND INDEPENDENT INSPECTION

Maintenance work sheets, aircraft, and engine log books shall be maintained by the CONTRACTOR as recommended by Robinson Helicopters and FAA regulations, and shall be made available for inspection by the CITY personnel or its authorized agent upon request. Said records shall be maintained in a permanent and safe place, and none of said records shall be destroyed prior to four years after the termination of this agreement. At any time, upon reasonable notice to the CITY, CONTRACTOR shall release one or more of said aircraft to the Los Angeles County Sheriff's Department Aero Bureau, or such other agent selected by the CITY, for the purpose of inspection and verification of maintenance work.

#### SECTION 10. APPROVAL OF FACILITY AND MECHANICS

The CONTRACTOR will have fourteen days from award of the contract to set up and establish a facility at the Long Beach Airport that will provide for all aspects of this contract. All personnel and facilities are subject to approval by the CITY prior to the award and for the duration of this contract.

#### SECTION 11. HELICOPTER OIL AND LUBRICANT DISPOSAL

A \$15.00 surcharge will be added to each work order/invoice for the handling and disposal of helicopter oils and lubricants.

#### SECTION 12. PAYMENT

CITY agrees to pay the CONTRACTOR the aforementioned charges, costs, and consideration incurred each month during the term of this Agreement within thirty days after receipt of the CONTRACTOR's statement for said charges, costs, and consideration incurred during the preceding month. In addition to the foregoing, the CITY shall pay the sum of the applicable rate as listed in Section 1 per operational hour of each aircraft during the preceding month, as indicated by the time meter on each aircraft and recorded by the CITY with CONTRACTOR's approval.

#### SECTION 13. FINANCIAL RECORDS AND AUDIT

The CITY shall have the right to inspect and audit the CONTRACTOR's financial records, as to all of the CONTRACTOR's business transactions, and not limited to transactions arising under this Agreement, at any reasonable time prior to the CITY'S execution of this Agreement and during the term of this Agreement. CONTRACTOR shall furnish the CITY prior to the execution of this Agreement, and at the time of any subsequent renewal of this Agreement, a current and past two years of financial statements, and accounts payable and accounts receivable aging report, and any other related financial records as requested by the Director of Administrative Services of the CITY, which shall be subject to the approval of the Director of Administrative Services.

If the CONTRACTOR is a wholly owned and subsidiary of a larger company and the CONTRACTOR's financial statements are incorporated in the financial statement of the larger entity, the current and past two years of financial statements of the large entity must be provided and indicate that the CONTRACTOR is in fact a whole owned subsidiary and shall be subject to the approval of the Director of Administrative Services. If the financial statement of the larger entity, the CONTRACTOR must provide another means to confirm this claim, subject to the approval of the Director of Administrative Services.

When requested, CONTRACTOR shall warrant to any condition specified in the financial statement. During the term of this Agreement, and for a period of four years after the termination thereof, CONTRACTOR shall maintain, without destruction, all financial records pertaining to any transaction performed by the CONTRACTOR under and pursuant to the terms of this Agreement.

The Director of Administrative Services shall make the final determination on the acceptability of the CONTRACTOR, based on the financial records provided.

#### SECTION 14. INDEMNITY

It is agreed by and between the parties hereto that all members, officers, agents, employees, subcontractors and their officers, and agents of CONTRACTOR shall not be CITY officers, agents, or employees, and the CITY shall not be liable or responsible to them for anything whatsoever. CONTRACTOR agrees the CITY shall not be liable for injury or damage to person or property that shall be occasioned or caused by any act or omission of CONTRACTOR, or its members, officers, agents, employees, subcontractors, their agents, officers, or employees, or any organization CONTRACTOR should be associated with in the furtherance of this Agreement, and that it will hold the CITY, its officers and employees harmless from liability hereon, and will defend the same in respect to any claim or legal action that might ensue as a result of such injury or damages. CONTRACTOR waives as consideration for this Agreement any right it may have to seek indemnity or other relief against the CITY by reason of any judgment against it, or payment by it arising out of any suit, claim, or accident; and, further, CONTRACTOR releases CITY, its officers and employees from any liability for contribution as a joint tortfeasor.

#### SECTION 15. ASSUMPTION OF RISK

CONTRACTOR does hereby assume all risks to itself, its personnel, subcontractors, agents and employees thereof, of personal injury or death, and all risk of property damage, or loss to any property, wares, or materials of the CONTRACTOR from whatever source, and said CONTRACTOR further release CITY, its officers and employees from any liability therefore.

#### SECTION 16. WORKERS' COMPENSATION

CONTRACTOR certifies it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the terms and provisions of that Code, and it certifies it will comply with such provisions before commencing the performance of the work of this Agreement, and during the term of this Agreement.

#### SECTION 17. INSURANCE

During the term of this agreement, the CONTRACTOR shall maintain in full force and effect, and deposit with the City Clerk of the CITY, insurance or certificates of insurance, which shall evidence insurance coverage for bodily injury and property damage, including products of liability, with a combined single limit of at least \$10,000,000. In addition, CONTRACTOR shall maintain a \$900,000 fire/hangar coverage insurance policy. Said policy to cover fire and theft, as well as damage from other casualty. Said policy shall contain a provision that the same cannot be canceled without at least ten days notice to the CITY. CONTRACTOR shall obtain and file with the City Clerk during the term of this Agreement, an endorsement naming the CITY OF LAKEWOOD as co-insured.

## SECTION 18. INDEPENDENT CONTRACTOR ASSIGNMENT

It is expressly understood and agreed that CONTRACTOR has the full management, supervision, and operation of the services herein specified to be performed by it. It is expressly understood and agreed that CONTRACTOR has been retained as an Independent Contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the Independent Contractor status of performing said services, and assumes risk to itself and its employees for property damage or loss of property, or personal injuries or death arising out of the performance of this Agreement, and does hereby release the CITY OF LAKEWOOD, its officers and personnel from any liability for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore.

CONTRACTOR shall not assign the performance of this Agreement, not any part thereof, nor any money due hereunder, without the prior written consent of the CITY OF LAKEWOOD.

## SECTION 19. REIMBURSEMENT

CONTRACTOR agrees to reimburse the CITY for any damage occasioned thereby the misfeasance or nonfeasance of said CONTRACTOR, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this agreement or the use of any CITY equipment in the performance of this agreement.

## SECTION 20. NOTICE

Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, and addressed as follows:

CITY: City Clerk  
City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712

CONTRACTOR: Andy Thompson  
STEAM Aircraft  
3250 Airflite Way  
Long Beach, California 90807  
714-522-2750

## SECTION 21. CONTRIBUTION

CONTRACTOR waives, in consideration of this agreement, any right it might have to seek indemnity, contribution as a joint tortfeasor, or other relief from the CITY by reason of any judgment against the CONTRACTOR for payment by it arising out of any lawsuit, claims, or actions brought by any person for or on account for any injuries or damages occurring in the performance of said contract by CONTRACTOR, its agents, subcontractors, and employees.

## SECTION 22. TERM

This Agreement shall be effective on July 1, 2024, and ending at midnight on June 30, 2026. This Agreement may be sooner terminated by the CITY, without cause, on 30 days notice. This agreement may be sooner terminated by the CONTRACTOR, without cause, on 90 days notice. This Agreement may be sooner terminated by either party, for material breach hereof, at any

time, provided that the terminating party gives the other party 15 days' notice of such material breach, and such material breach remains uncured at the end of such 15-day period.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date aforementioned.

CITY OF LAKEWOOD

CONTRACTOR

\_\_\_\_\_  
Mayor

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** T2 Systems Agreement - Cloud Hosted Parking Control Software Program

### **STATEMENT OF FACT**

The City has contracted with T2 Systems (T2), the City's parking-control software provider since 2017. T2 provides a highly-automated, cloud-based system and is responsible for all updating, maintenance, and support of the software. T2 is proposing an annual maintenance agreement at a cost of \$26,230.19, which includes access to their out-of-state vehicle registration database and the additional charge for "hits" over the monthly base number. This represents an increase of 2.5% from the current year amount.

The Proposed Two-Year Budget includes adequate funding for this service.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize the City Manager or his designee to enter into an annual maintenance agreement with T2 Systems for a cost not to exceed \$26,230.19 in FY 2024-25 and have the City Attorney approve as to form.



Jose Gomez  
Director of Finance & Administrative Services



Thaddeus McCormack  
City Manager

## T2 Systems - Confidential Quotation



**Bill To:**  
City of Lakewood CA  
P O Box 220  
Lakewood, California 90714  
United States

**Prepared By:**  
Darlene Hay

**Prepared For:**  
Sonya Radziuk

**For:** City of Lakewood  
CA  
**Quote ID:** Q-40686  
**Date Issued:** 4/9/2024  
**Expires:** 7/9/2024

**Ship To:**  
City of Lakewood CA  
5050 Clark Ave  
Lakewood, CA 90712  
United States

Sonya Radziuk  
(562) 866-9771 x 2620  
sradziuk@lakewoodcity.org  
EIN: 95-3523158

## Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
<b>Core Flex Basic Edition</b>				
Year 1	100.2031	4.00	USD 2,982.05	USD 11,928.20
Term: 07/12/24 - 07/11/25				
<b>Flex California DMV Secure File Transfer</b>				
Year 1	100.2032	1.00	USD 3,746.31	USD 3,746.31
Term: 07/12/24 - 07/11/25				
<b>Flex Mobile Enforcement</b>				
Year 1	100.2051	6.00	USD 936.58	USD 5,619.48
Term: Term: 07/12/24 - 07/11/25 - Parking Control				
<b>FlexPort Enforcement</b>				
Year 1	100.2227	4.00	USD 949.05	USD 3,796.20
Term: 07/12/24 - 07/11/25				
<b>RoVR Minimum Fee</b>				
Year 1	100.2107	1.00	USD 1,140.00	USD 1,140.00
Minimum annual fee billed monthly at \$95.00 per month or at \$1.95 per hit for RoVR returns over 49+ hits				
Term: 07/12/24 - 07/11/25				

**Year 1 Total:** USD 26,230.19

**Net Total:** USD 26,230.19

**Tax Amount:** included upon invoicing, if applicable  
**Tax Comments:** N/A

**Additional Information:**

**Freight Term:**

**Payment Terms:**

**IRIS Profile:**

**End User:** City of Lakewood CA

**GP Customer Number:** 1437

**Billing Terms**

This renewal quote is for expiring subscriptions and may not include all subscription services in use by your organization. Any italicized pricing on the quote indicates a continuation of a current subscription, following a bridge term. The italicized pricing is a place holder, included on the quote only to note a change in a subscription's term. The quote's annual totals do **NOT** include the cost of any italicized pricing because these amounts are not being renewed.

Tax rate, if applicable, will be finalized for calculation at time of invoicing. Invoices paid via credit card will incur a 2.5% convenience fee.

Is a PO (purchase order) number required to be referenced on the invoice? Purchase orders can be forwarded to [purchaseorders@t2systems.com](mailto:purchaseorders@t2systems.com)

☐ YES

☐ NO

**Quote Number:** Q-40686

**PO Required?**

*IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.*

**Customer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO #

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Consultant Services Agreement with Telecom Law Firm, PC

### **INTRODUCTION**

City staff desires to continue to enlist the assistance of a consultant to help review wireless telecommunications applications to ensure that the information received complies with existing federal, state, and local laws and regulations.


### **STATEMENT OF FACTS**

Providing the city with consultant services will be Telecom Law Firm, PC. Telecom's principals are Mr. Jonathan Kramer, Esq. and Mr. Robert May III. Mr. Kramer is the founder and managing partner of the firm, which serves the legal needs of corporate, government and private clients. The firm has handled more than 3,000 wireless and broadband projects and served more than 700 government clients in both legal and consulting capacities. They specialize in comprehensive telecommunications services from wired to wireless, including cell site leasing, wireless tower agreements, and right-of-way negotiations and agreements, to name a few. Mr. Kramer himself has more than 35 years of experience in wireless, cable television, telecommunications, technology, engineering and management. He is a nationally recognized attorney, telecom technology expert and expert witness. Mr. Kramer is also very familiar with Lakewood as his firm has provided consulting services to the city in the past, most recently assisting with the wireless telecommunications ordinances. Due to their extensive experience in this field, Telecom Law Firm, PC is the ideal firm to provide expert technical and regulatory consultation, advice and other assistance with wireless permit application reviews. The agreement is on a pay per use basis.

### **RECOMMENDATION**

That the City Council approves the consultant services agreement with Telecom Law Firm, PC for a period ending June 30, 2025 and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran **PB**  
Deputy City Manager



Thaddeus McCormack  
City Manager

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 11th day of June, 2024, by and between the CITY OF LAKEWOOD, CALIFORNIA, a municipal corporation (herein referred to as "City"), and TELECOM LAW FIRM, PC, a California professional corporation (herein referred to as "Consultant"), and jointly, "Parties."

City and Consultant agree as follows:

**1. RETENTION AS CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the consulting services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services described in Section 2. The Parties intend that this Agreement does NOT create an Attorney-Client relationship between City and Consultant.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Consultant are shown in Exhibit A attached hereto and made a part hereof by this reference are for cell site projects.

**3. COMPENSATION AND PAYMENT**

The compensation and payment schedules to Consultant are shown in Exhibit B attached hereto and made a part hereof by this reference.

**4. ADDITIONAL SERVICES**

City shall pay Consultant for those City-authorized extra services, not reasonably included within the services described in Exhibit A, such amounts as mutually agreed to by the Parties in advance. Unless City and Consultant have agreed for the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The then applicable hourly rates for extra services shall be at the hourly rates set forth in in Section 3 of this Agreement.

## **5. PROJECT MANAGERS**

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "City Project Manager", as that staff person is designated by City from time to time. City initially designates Ryan Bowman as the City Project Manager.

Within Consultant, the services to be performed by Consultant shall be accomplished under the direction and supervision of Dr. Jonathan Kramer, Esq. and Mr. Robert May III, Esq. who are designated as Consultant's Project Co-Managers. Dr. Kramer and Mr. May are solely responsible for the delegation of work tasks within Consultant.

## **6. TERM, PROGRESS AND COMPLETION**

The initial term of this Agreement is from the date first written above to June 30, 2023, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

This Agreement is hereby extended to June 30, 2025 with the authorization and consent of the City's Project Manager and the Consultant's Project Co-Managers.

Consultant shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services which are personal to City. Dr. Jonathan L. Kramer and Mr. Robert May III are deemed to be especially experienced and are key members of Consultant, and one or both shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with, and periodically report to City on the progress of the work. Should Dr. Kramer and Mr. May be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement.

## **9. HOLD HARMLESS AND INDEMNITY**

Consultant holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur as a result of Consultant's negligence or uncorrected error during the work required under this Agreement.

## **10. INSURANCE**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional insured except as to workers compensation insurance. Consultant shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

## **11. RELATION OF THE PARTIES**

The relationship of the Parties to this Agreement shall be that Consultant is an independent contractor to City, and that in no event shall Consultant be considered an officer, agent, servant or employee of City. Consultant shall have no authority to bind City in any matter or circumstance. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. TERMINATION**

A. City, by notifying Consultant in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

City, by notifying Consultant in writing, may terminate for cause if such cause is provided to Consultant in writing, Consultant is given a reasonable opportunity to dispute or cure, and where not disputed Consultant does not thereafter cure any curable item.

B. Consultant, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Consultant, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Consultant provide any service which in Consultant's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Consultant.

C. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant.

## **13. AUDIT OF RECORDS**

At any time during normal business hours and scheduled at a mutually convenient time, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such

financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

#### **14. WAIVER**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

#### **15. CONFLICT OF INTEREST**

Consultant certifies that no City employee or official that has now or has ever had a financial interest in Consultant's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Consultant shall not offer, encourage or accept any financial interest or employment in Consultant's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

#### **16. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

## **17. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

## **18. GOVERNING LAW**

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

## **19. TAXPAYER IDENTIFICATION NUMBER**

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

## **20. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Consultant in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Consultant shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Consultant with written notice of such funds availability.

## **21. MODIFICATION OF AGREEMENT**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

## **22. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

## **23. PERMITS AND LICENSES**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Consultant.

## **24. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit or describe the scope or intent of any provision or section of the Agreement.

## **25. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

## **26. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

## **27. PARTIAL INVALIDITY**

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

## **28. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as

follows:

TO CITY:

CITY OF LAKEWOOD  
Attention: City Clerk  
5050 Clark Avenue  
Lakewood, CA 90712

TO CONSULTANT:

TELECOM LAW FIRM, PC  
Attention: LEGAL NOTICES  
3570 Camino del Rio N., Suite 102  
San Diego, CA 92108

Either party may change its address above by giving the other party no less than 30 days written notice of such change.

*It is so agreed.*

CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Name: Dr. Jonathan L. Kramer  
Title: Senior Partner/President

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

#### **A. Wireless Siting Application Reviews:**

1. Application Reviews: At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below).

2. **Memorandum/Memoranda Content:**

- a. **Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

- i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or

- ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or

- iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.

- b. **Project Memorandum:**

- Once an application is determined by the City or deemed by law to be complete, Consultant will:

- i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless

Facility; standby power generators, major modification; new site; etc.); and

ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;

iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;

v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

4. **Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes

travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement as set out in Exhibit B of this Agreement.

C. **General Consultation:** At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]

## **EXHIBIT "B"**

### **CONSULTANT'S SCHEDULE OF FEES**

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 3 and 4(i) for a fixed fee of \$2676.00 per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant. Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form as may be required by the City.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

<b>Personnel</b>	<b>Rate</b>
Per Partner or Senior Project Manager	\$ 359
Per Associate/Of Counsel or Project Coordinator	\$ 304
Per Paralegal or Senior Project Assistant	\$ 225
Per Assistant or Project Assistant	\$ 135

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. **Travel Time.** For travel paid solely by City, Consultant charges a discounted rate of sixty percent (60%) of the hourly rate for travel time for each staff member. For travel time reimbursed by an applicant Consultant charges its regular hourly rate for travel time for each staff member.
4. Annual Fee Adjustments upon Extension. The Flat Rate and each Hourly Fee set out in this Agreement shall automatically increase by three percent (3%) on each anniversary and extension of this Agreement.
5. Expenses: City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.
6. The City's and Consultant's designated points of contact for billing queries are:

Paolo Beltran, Deputy City Manager	PBeltran@lakewoodcity.org
Name and Title	Email Address
(562) 866-9771 ext. 2129	
Telephone Number	

The Consultant's designated point of contact for billing queries is:

Val Halvorsen, Business Manager	BManager@TelecomLawFirm.com
Name and Title	Email Address
(310) 312-9900 ext. 135	
Telephone Number	

Either party may change its designated point of contact for billing queries at

any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Legal Services Agreement with Telecom Law Firm, PC

### **INTRODUCTION**


From time to time, the City needs expert legal services regarding wireless communications infrastructure. The proposed agreement include assisting the City with these services.


### **STATEMENT OF FACTS**

Providing the city with legal services will be Telecom Law Firm, PC. Telecom's principals are Mr. Jonathan Kramer, Esq. and Mr. Robert May III. Mr. Kramer is the founder and managing partner of the firm, which serves the legal needs of corporate, government and private clients. The firm has handled more than 3,000 wireless and broadband projects and served more than 700 government clients in both legal and consulting capacities. They specialize in comprehensive telecommunications services from wired to wireless, including cell site leasing, wireless tower agreements, and right-of-way negotiations and agreements, to name a few. Mr. Kramer himself has more than 35 years of experience in wireless, cable television, telecommunications, technology, engineering and management. He is a nationally recognized attorney, telecom technology expert and expert witness. Mr. Kramer is also very familiar with Lakewood as his firm has provided consulting services to the city in the past, most recently assisting with the wireless telecommunications ordinances. Due to their extensive experience in this field, Telecom Law Firm, PC is the ideal firm to provide these specialized legal services regarding wireless communications infrastructure. The agreement is on a pay per use basis.

### **RECOMMENDATION**

That the City Council approves the legal services agreement with Telecom Law Firm, PC for a period ending June 30, 2025 and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran   
Deputy City Manager

  
Thaddeus McCormack  
City Manager

**AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of June, 2024, by and between the CITY OF LAKEWOOD, CALIFORNIA, a municipal corporation (herein referred to as "City"), and TELECOM LAW FIRM, PC, a California professional corporation (herein referred to as "Lawyer"), and jointly, "Parties."

City and Lawyer agree as follows:

**1. RETENTION AS LAWYER**

City hereby retains Lawyer, and Lawyer hereby accepts such engagement, to perform the legal services described in Section 2. Lawyer warrants it has the qualifications, experience, and facilities to properly and timely perform said services described in Section 2. The Parties intend that this Agreement does create an Attorney-Client relationship between City and Lawyer.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Lawyer are shown in Exhibit A attached hereto and made a part hereof by this reference are for cell site projects.

**3. COMPENSATION AND PAYMENT**

The compensation and payment schedules to Lawyer are shown in Exhibit B attached hereto and made a part hereof by this reference.

**4. ADDITIONAL SERVICES**

City shall pay Lawyer for those City-authorized extra services, not reasonably included within the services described in Section 2 Exhibit A, such amounts as mutually agreed to by the Parties in advance. Unless City and Lawyer have agreed for the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The then applicable hourly rates for extra services shall be at the hourly rates set forth in in Section 3 of this Agreement.

## **5. PROJECT MANAGERS**

The services to be performed by Lawyer shall be accomplished under the general direction of, and coordinate with, City's "City Project Manager", as that staff person is designated by City from time to time. City initially designates Paolo Beltran as the City Project Manager.

Within Lawyer, the services to be performed by Lawyer shall be accomplished under the direction and supervision of Dr. Jonathan Kramer, Esq. and Mr. Robert May III, Esq. who are designated as Lawyer's Project Co-Managers. Dr. Kramer and Mr. May are solely responsible for the delegation of work tasks within Lawyer.

## **6. TERM, PROGRESS AND COMPLETION**

The initial term of this Agreement is from the date first written above to June 30, 2023, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

This Agreement is hereby extended to June 30, 2025 with the authorization and consent of the City's Project Manager and the Consultant's Project Co-Managers.

Lawyer shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

All reports and other documentation (other than Lawyer's drafts, notes and internal memorandum), including duplication of same prepared by Lawyer in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Lawyer harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Lawyer is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services which are personal to City. Dr. Jonathan L. Kramer and Mr. Robert May III are deemed to be especially experienced and are key members of Lawyer, and one or both shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with, and periodically report to City on the progress of the work. Should Dr. Kramer and Mr. May be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement.

This Agreement is not assignable by Lawyer without City's prior consent in writing except as follows. During the term of this Agreement, Lawyer anticipates reforming itself from a professional corporation to a limited liability partnership. As long as Dr. Jonathan Kramer and Mr. May are the managing partners of the surviving entity, City permits the transfer of this Agreement to the new entity upon written notice from Lawyer to City.

## **9. HOLD HARMLESS AND INDEMNITY**

Lawyer holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Lawyer, to Lawyer's employees, to Lawyer's contractors or subcontractors, or to the owners of Lawyer's firm, which damages, losses, injuries or liability occur as a result of Lawyer's negligence or uncorrected error during the work required under this Agreement.

## **10. INSURANCE**

Lawyer shall, at Lawyer's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Lawyer shall also, at Lawyer's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional

insured except as to workers compensation insurance. Lawyer shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

## **11. RELATION OF THE PARTIES**

The relationship of the Parties to this Agreement shall be that Lawyer is an independent contractor to City, and that in no event shall Lawyer be considered an officer, agent, servant or employee of City. Lawyer shall have no authority to bind City in any matter or circumstance. Lawyer shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. TERMINATION**

A. City, by notifying Lawyer in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

City, by notifying Lawyer in writing, may terminate for cause if such cause is provided to Lawyer in writing, Lawyer is given a reasonable opportunity to dispute or cure, and where not disputed Lawyer does not thereafter cure any curable item.

B. Lawyer, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Lawyer, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Lawyer provide any service which in Lawyer's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Lawyer.

C. In the event of termination, Lawyer shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Lawyer within 30 days following submission of a final statement by Lawyer.

### **13. AUDIT OF RECORDS**

At any time during normal business hours and scheduled at a mutually convenient time, Lawyer shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Lawyer will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

### **14. WAIVER**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

### **15. CONFLICT OF INTEREST**

Lawyer certifies that no City employee or official that has now or has ever had a financial interest in Lawyer's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Lawyer shall not offer, encourage or accept any financial interest or employment in Lawyer's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

## **16. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

## **17. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

## **18. GOVERNING LAW**

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

## **19. TAXPAYER IDENTIFICATION NUMBER**

Lawyer shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

## **20. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Lawyer for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Lawyer services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Lawyer in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Lawyer shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Lawyer with written notice of such funds availability.

## **21. MODIFICATION OF AGREEMENT**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Lawyer.

## **22. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

## **23. PERMITS AND LICENSES**

Lawyer, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Lawyer.

## **24. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit or describe the scope or intent of any provision or section of the Agreement.

## **25. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

## **26. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Lawyer's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

## **27. PARTIAL INVALIDITY**

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

## **28. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

CITY OF LAKEWOOD  
Attention: City Clerk  
5050 Clark Avenue  
Lakewood, CA 90712

TO LAWYER:

TELECOM LAW FIRM, PC  
Attention: LEGAL NOTICES  
3570 Camino del Rio N., Suite 102  
San Diego, CA 92108

Either party may change its address above by giving the other party no less than 30 days written notice of such change.

[Balance of page intentionally left blank; Signature page and Exhibits follow]

*It is so agreed.*

CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Name: Dr. Jonathan L. Kramer  
Title: Senior Partner/President

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Legal Services.**

At City's request, Lawyer will perform services for City on matters related to wireless communications infrastructure and any other services within Lawyer's expertise; provided, however that any services related to litigation shall require a separate written agreement which either City or Lawyer may decline in either party's individual judgment.

#### **II. Attendance at Meetings.**

At City's request, and subject to Lawyer's prior scheduling, Lawyer will attend meetings at City Hall or any project site as requested by City.

(End of Exhibit "A")

## **EXHIBIT "B"**

### **LAWYER'S SCHEDULE OF FEES**

1. **Hourly Fees:** Lawyer shall perform all services described in Exhibit A, and all other services not described in Exhibit A but requested by City and within Lawyer's expertise as accepted by Lawyer, on an hourly fee basis as follows:

<b><u>Personnel</u></b>	<b><u>Rate</u></b>
Per Partner	\$359
Per Associate/Of Counsel	\$304
Per Paralegal	\$225

2. **Travel Time:** For travel paid solely by City, Lawyer charges a discounted rate of sixty percent (60%) of the hourly rate for travel time for each staff member. For travel time reimbursed by a third-party Lawyer charges its regular hourly rate for travel time for each staff member.

3. **Annual Fee Adjustments upon Extension.** The Flat Rate and each Hourly Fee set out in this Agreement shall automatically increase by three percent (3%) on each anniversary and extension of this Agreement.

4. **Expenses:** City will reimburse Lawyer for all ordinary costs and expenses reasonably incurred by Lawyer in performance of the services provided by Lawyer to City pursuant to this Agreement. All reimbursements shall be limited to the actual cost, with no overhead.

[Balance of page intentionally left blank]

5. **Billing Contacts.** The City's and Consultant's designated points of contact for billing queries are:

Paolo Beltran, Deputy City Manager	PBeltran@lakewoodcity.org
Name and Title	Email Address
(562) 866-9771 ext. 2129	
Telephone Number	

The Consultant's designated point of contact for billing queries is:

Val Halvorsen, Business Manager	BManager@TelecomLawFirm.com
Name and Title	Email Address
(310) 312-9900 ext. 135	
Telephone Number	

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]

**COUNCIL AGENDA**  
June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Extension Consulting Services for Mayfair Water Capture Project by Tetra Tech, Incorporated (Amendment #12)

**INTRODUCTION**

Tetra Tech Inc. is the design firm for the Mayfair Water Capture Project. As we approach the completion of the project, we need a contract extension for Tetra Tech to assist in the commissioning of the project.


**STATEMENT OF FACT**

On October 11, 2016, the City Council approved Tetra Tech to prepare the design for this project. When the construction contract was awarded in February 2018, Tetra Tech was granted another amendment for design support services during construction. They have received several amendments for additional design work during construction, including a study and design of the expansion of the filtration system to expand the capacity of the plant and provide greater operational flexibility, as well as added design support during construction.

The project is a first-of-its-kind stormwater capture project and has three streams of diversion with include irrigation of the park, a connection point to the sanitary sewer to allow for the use of recycled water in the future, and a third option to remove trash, debris and reduce sediment prior to dumping to the ocean. As such, the project includes pilot technology which has provided challenges during start-up and commissioning. Due to the challenges, staff is recommending an extension for an additional term. Tetra Tech's continued participation in the completion of the project is critical to ensure compliance with the plans and specifications, resolution of problems that arise, quality control, and successful start-up of operations. Staff recommends approving Amendment #12, which extends the contract with Tetra Tech through the next fiscal year so that they can continue to assist with the commissioning of the plant.

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment No. 12 to extend Tetra Tech's contract to provide additional support services during construction for the Mayfair Park Water Capture Project through June 30, 2025, and authorize the Mayor to sign the Amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

AMENDMENT NO. 12

**AGREEMENT FOR ENGINEERING SERVICES  
Lakewood Water Capture and Infiltration Project**

THE AGREEMENT FOR ENGINEERING SERVICES, made and entered into on January 26, 2021, by and between the CITY OF LAKEWOOD, a municipal corporation, the "City," and **Tetra Tech, Inc.**, the "Engineer" shall be amended as follows:

1. Section 5 Time for Performance. The following paragraph shall be added to Section 5 Time for Performance: Phase 3 of the project is intended to include services through the completion of the construction contract and start-up operations. This amendment will be in effect until June 30, 2025.

All other terms and conditions of the agreement shall remain in effect. Dated the 11th day of June, 2024.

TetraTech, Inc.

CITY OF LAKEWOOD

\_\_\_\_\_  
Principle

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Agreement with Tyler Technologies Inc. for MUNIS Accounting Software Licenses and Support

### **INTRODUCTION**

City staff has employed Tyler Technologies' MUNIS (Tyler) accounting software modules for over 17 years. During this time the City has maintained agreements with Tyler for licensing, program module support, disaster recovery, and off-site support services.

### **STATEMENT OF FACT**

Historically, Tyler's fees have increased between one and five percent per year. For FY 2024-25, Tyler is proposing annual fees of \$182,157.73, a 3.2% increase from the prior year. The amount to be paid will likely be lower as there are various operational credits that are scheduled to be applied and lower the amount due. Given the current economic climate and recent years where fees have remained unchanged, the proposed rate increase is very reasonable.

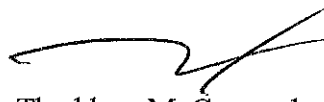
The Proposed Two-Year Budget includes adequate funding for this service.

### **STAFF RECOMMENDATION**

It is recommended that the City Council authorize the City Manager or his designee to enter into an agreement with Tyler Technologies, Inc. for FY 2024-25 in an amount not to exceed \$182,157.73 for accounting software licensing and support.



Jose Gomez  
Director of Finance & Administrative Services



Thaddeus McCormack  
City Manager



Empowering people who serve the public®

Remittance  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

#### Questions

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

## THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	205925	03/08/2024	1 of 3



To: CITY OF LAKEWOOD  
ATTN: ACCOUNTS PAYABLE  
5050 NORTH CLARK AVENUE  
LAKEWOOD, CA 90712  
United States

Ship To: CITY OF LAKEWOOD  
ATTN: ACCOUNTS PAYABLE  
5050 NORTH CLARK AVENUE  
LAKEWOOD, CA 90712  
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 4926		Net 30	USD	ELEC	

#### No. Item/ Description/ Comments

Quantity U/M Unit Price Total Cost

Contract No.: LAKEWOOD, CA

1	Renewal: TYLER DISASTER RECOVERY SERVICE Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	28,678.26	28,678.26
2	Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	30,383.00	30,383.00
3	Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	31,219.92	31,219.92
4	Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	8,514.14	8,514.14
5	Renewal: SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	7,804.26	7,804.26
6	Renewal: SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	4,059.15	4,059.15
7	Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	3,972.97	3,972.97
8	Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	3,264.57	3,264.57
9	Renewal:	1	EA	9,365.70	9,365.70



Empowering people who serve the public®

Remittance  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Questions**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

# THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	205925	03/08/2024	2 of 3

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months				
10 Renewal: SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	7,883.11	7,883.11
11 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	6,244.28	6,244.28
12 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	4,682.85	4,682.85
13 Renewal: SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	6,867.98	6,867.98
14 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	9,365.70	9,365.70
15 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	6,555.40	6,555.40
16 Renewal: SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS (LIMITED USE) Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months :	1	EA	2,500.00	2,500.00
17 Renewal: TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	4,386.45	4,386.45
18 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	1,991.03	1,991.03
19 Renewal: TYLER UNLIMITED CAL UPGRADE MAINTENANCE Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months :	1	EA	2,700.00	2,700.00



Empowering people who serve the public®

**Remittance**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Questions**

Tyler Technologies - ERP & Schools  
Phone: 1-800-772-2260 Press 2, then 1  
Fax: 1-866-673-3274  
Email: [ar@tylertech.com](mailto:ar@tylertech.com)

**THIS IS NOT AN INVOICE  
PROFORMA**

Company	Order No.	Date	Page
045	205925	03/08/2024	3 of 3

No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
20    Renewal: Employee Self Service - Maintenance Maintenance Plan: ; Start: 10/20/2024, End: 10/19/2025; Term: 12 months	1	EA	1,718.96	1,718.96

Does not include any applicable taxes

Order Total: 182,157.73

Comments: Upon acceptance please email your purchase order to [PO@tylertech.com](mailto:PO@tylertech.com)

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Third Amendment to Professional Services Agreement (PSA) with Waterline Technologies for Delivery of 12.5% Sodium Hypochlorite

### **INTRODUCTION**

On June 13, 2023, the City Council approved the second amendment to an agreement with Waterline Technologies for Delivery of 12.5% Sodium Hypochlorite. The agreement with Waterline Technologies expires on June 30, 2024. Therefore, staff recommends extending the agreement with Waterline Technologies to June 30, 2025 for FY 2024-2025.

### **STATEMENT OF FACT**

To date, Waterline Technologies has continued to supply all deliveries of 12.5% sodium hypochlorite required to fulfill their existing contract to a high level of satisfaction for City staff. Continuing with a current vendor provides the city with continuity of service from a trusted service provider.

Due to current economic constraints and the volatility of the price of chemicals, it is important that the City of Lakewood protects itself against sudden fluctuations in prices without fair warning. Having the additional funds in the contract allows the city to absorb price fluctuations. Therefore, staff recommends extending the contract with Waterline Technologies for a total not-to-exceed amount of \$120,000.00 for FY 2024-2025 for chemical delivery to support water treatment operation.


### **FISCAL IMPACT**


Funds are available for Operating Account 75008200-55100 Special Supplies for a not-to-exceed amount of \$120,000.00 for FY 2024-2025.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve third amendment to agreement with Waterline Technologies, for not-to-exceed amount of \$120,000.00 for Delivery of 12.5% Sodium Hypochlorite through June 30, 2025; and
2. Authorize the Mayor to sign the corresponding agreement.

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

  
Thaddeus McCormack  
City Manager

**THIRD AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR DELIVERY  
OF 12.5% SODIUM HYPOCHLORITE**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and WATERLINE TECHNOLOGIES, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

**WITNESSETH:**

WHEREAS, on June 13, 2023, the CITY and SERVICE PROVIDER entered into the second amendment of an agreement entitled "SECOND AGREEMENT FOR PROFESSIONAL SERVICES FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to incorporate the third amendment to the existing agreement through June 30, 2025.

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

COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER for the bulk delivery of 12.5% sodium hypochlorite for a one year period unless notice and corresponding back-up of any price changes are provided to CITY by SERVICE PROVIDER. Notice must be in writing and be received no later than 30-days before price change is in effect. Contingent on the City Council's budget approval, a purchase order not to exceed \$120,000 for FY 2024-2025.

TERM. This agreement shall be remain in effect until June 30, 2025 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this Third Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

SERVICE PROVIDER

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Waterline Technologies, Inc.

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Renew Purchasing Agreement for Water Disinfectant with Waterline Technologies

### **INTRODUCTION**

On July 28, 2020 the City Council approved an agreement with Waterline Technologies for Delivery of 12.5% sodium hypochlorite and hydrochloric acid for a two-year period. The City currently utilizes around 20,000 gallons of 12.5% sodium hypochlorite and 4,000 gallons of hydrochloric acid per year to disinfect the City's two public pools. Staff recommends extending the agreement with Waterline Technologies to June 30, 2025.


### **STATEMENT OF FACT**


To date, Waterline Technologies has continued to supply all deliveries of 12.5% sodium hypochlorite and hydrochloric acid required to fulfill their existing contract to a high level of satisfaction for City staff. Continuing with a current vendor provides the city with continuity of service from a trusted service provider.

Due to current economic constraints and the volatility of the price of chemicals, staff recommends amending the contract with Waterline Technologies to extend the existing agreement with Waterline Technologies for FY 2024-2025 for an amount not to exceed \$90,000 per fiscal year.

### **RECOMMENDATION**

It is recommended that the City Council amend the agreement with Waterline Technologies of Santa Ana, CA for Delivery of 12.5% Sodium Hypochlorite and Hydrochloric Acid to June 30, 2025, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCornack  
City Manager

AMENDMENT TO AGREEMENT  
FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE AND HYDROCHLORIC ACID  
WITH WATERLINE TECHNOLOGIES

The Agreement dated July 28, 2020, as amended, is hereby amended as follows:

1. Paragraph 7 - Term, the undersigned agree to extend the Agreement identified in said Agreement, as amended, under the same terms and conditions, for one-year commencing July 1, 2024, and ending June 30, 2025.

The Agreement of July 28, 2020, as previously amended, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2024.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
WATERLINE TECHNOLOGIES

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Approve an Amendment to the Engineering Services Agreement with Willdan

### **INTRODUCTION**

Willdan Engineering has assisted the City with engineering services on public works projects for many years. In 2002, the City and Willdan entered into an Agreement for Willdan to provide engineering support services to the City.

### **STATEMENT OF FACT**

Willdan assists the City with many types of projects including design, construction management, technical studies, and traffic engineering. When Willdan is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Engineering Services Agreement. Most of these projects have been funded with grant funds or special project funds, such as transportation funds.

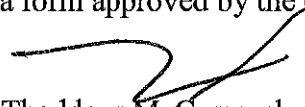
For smaller projects or studies where fees are less than \$20,000, Willdan provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the city manager prior to starting work.

The funds for Willdan's authorizations are all budgeted, either in the operating budget in Professional Services, or in the specific larger projects. The Agreement with Willdan needs to be revised to incorporate the latest rate schedule.

### **RECOMMENDATION**

That the City Council approve an Amendment to the Agreement for Engineering Services with Willdan and authorize the Mayor to sign the revision in a form approved by the City Attorney.

Kelli Pickler  
Director of Public Works

  
Thaddeus McCormack  
City Manager

COMPENSATION REVISION  
FOR  
ENGINEERING SERVICES AGREEMENT  
BETWEEN THE CITY OF LAKEWOOD AND WILLDAN

1. Revise first paragraph, Section 4 Payment to read “For and in consideration of the engineering services performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate determined by Engineer’s July 2024 Schedule of Hourly Rates for services actually rendered.”

Dated the 11th day of June, 2024.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



# Schedule of Hourly Rates

Effective July 1, 2024 to June 30, 2025

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$81	Code Enforcement Technician	\$106	Labor Compliance Specialist	\$146
Technical Aide II	\$103	Code Enforcement Officer	\$121	Labor Compliance Manager	\$183
Technical Aide III	\$120	Senior Code Enforcement Officer	\$143	Utility Coordinator	\$167
CAD Operator I	\$128	Supervisor Code Enforcement	\$173	Office Engineer I	\$147
CAD Operator II	\$148	Fire Plans Examiner	\$173	Office Engineer II	\$167
CAD Operator III	\$165	Senior Fire Plans Examiner	\$189	Assistant Construction Manager	\$160
GIS Analyst I	\$168	Fire Inspector	\$159	Construction Manager	\$185
GIS Analyst II	\$184	Senior Fire Inspector	\$173	Senior Construction Manager	\$201
GIS Analyst III	\$191	Fire Marshal	\$204	Resident Engineer I	\$208
Environmental Analyst I	\$144	Plans Examiner Aide	\$114	Resident Engineer II	\$216
Environmental Analyst II	\$161	Plans Examiner	\$173	Project Manager IV	\$234
Environmental Analyst III	\$171	Senior Plans Examiner	\$189	Deputy Director	\$243
Environmental Specialist	\$185	Assistant Construction Permit Specialist	\$121	Director	\$249
Designer I	\$173	Construction Permit Specialist	\$128	INSPECTION SERVICES	
Designer II	\$179	Senior Construction Permit Specialist	\$150	Public Works Observer **	\$131
Senior Designer I	\$188	Supervising Construction Permit Specialist	\$159	Public Works Observer ***	\$159
Senior Designer II	\$197	Assistant Building Inspector	\$143	Senior Public Works Observer**	\$143
Design Manager	\$196	Building Inspector	\$159	Senior Public Works Observer ***	\$159
Senior Design Manager	\$206	Senior Building Inspector	\$173	MAPPING AND EXPERT SERVICES	
Project Manager I	\$186	Supervising Building Inspector	\$189	Survey Analyst I	\$147
Project Manager II	\$207	Inspector of Record	\$202	Survey Analyst II	\$169
Project Manager III	\$217	Deputy Building Official	\$205	Senior Survey Analyst	\$187
Project Manager IV	\$234	Building Official	\$210	Supervisor - Survey & Mapping	\$203
Principal Project Manager	\$238	Plan Check Engineer	\$205	Principal Project Manager	\$238
Program Manager I	\$197	Supervising Plan Check Engineer	\$215	LANDSCAPE ARCHITECTURE	
Program Manager II	\$209	Principal Project Manager	\$238	Assistant Landscape Architect	\$153
Program Manager III	\$228	Deputy Director	\$243	Associate Landscape Architect	\$176
Assistant Engineer I	\$141	Director	\$249	Senior Landscape Architect	\$193
Assistant Engineer II	\$157	PLANNING		Principal Landscape Architect	\$204
Assistant Engineer III	\$166	CDBG Technician	\$86	Principal Project Manager	\$238
Assistant Engineer IV	\$175	CDBG Specialists	\$103	ADMINISTRATIVE	
Associate Engineer I	\$184	CDBG Analyst	\$122	Administrative Assistant I	\$99
Associate Engineer II	\$192	CDBG Coordinator	\$152	Administrative Assistant II	\$120
Associate Engineer III	\$196	CDBG Manager	\$183	Administrative Assistant III	\$140
Senior Engineer I	\$199	Housing Program Coordinator	\$151	Project Accountant I	\$112
Senior Engineer II	\$204	Planning Technician	\$130	Project Accountant II	\$132
Senior Engineer III	\$207	Assistant Planner	\$162	Project Controller I	\$140
Senior Engineer IV	\$211	Associate Planner	\$176	Project Controller II	\$158
Supervising Engineer	\$219	Senior Planner	\$200		
Traffic Engineer I	\$219	Principal Planner	\$208		
Traffic Engineer II	\$234	Planning Manager	\$221		
City Engineer I	\$234	Deputy Director	\$243		
City Engineer II	\$238	Director	\$249		
Deputy Director	\$243				
Director	\$249				
Principal Engineer	\$270				

\*\* For Non-Prevailing Wage Project \*\*\* For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2024 thru June 30, 2025, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** Third Amendment to Professional Services Agreement (PSA) with Worldwide Recovery Systems, Inc.

### **INTRODUCTION**

On June 13, 2023, the City approved the second amendment to an agreement with Worldwide Recovery Systems, Inc. (Worldwide) for the transportation and disposal of nonhazardous waste for the arsenic treatment plant at the Water Yard. The agreement with Worldwide Recovery Systems, Inc. expires on June 30, 2024. Therefore, staff recommends extending the existing agreement with Worldwide Recovery Systems, Inc. for continued disposal services necessary for water operation.

### **STATEMENT OF FACT**

The existing agreement with Worldwide allows city staff to rely on Worldwide for the disposal and removal of backwash waste generated by the City's Water Well 27 Plant and Well 13A as part of the arsenic treatment systems, as well as any emergency response for spill cleanup services at the same location. To date, Worldwide has fulfilled the terms of their agreement to a high level of satisfaction for city staff. Staff projects that costs for disposal services will increase this fiscal year. Therefore, staff recommends extending the current agreement with Worldwide for disposal services for not-to-exceed amount of \$68,000 for FY 2024-2025.


### **FISCAL IMPACT**

Funds are available in Operating Account 75008200 55935 Hazmat Hauling for a contract amount not-to-exceed \$68,000.00 through FY 2024-2025.

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve third amendment to agreement with Worldwide Recovery Systems, Inc. of Pomona, CA for not-to-exceed amount of \$68,000 for the transportation and disposal of nonhazardous waste through June 30, 2025; and
2. Authorized the Mayor to sign amendment to corresponding agreement.

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

  
Thaddeus McCormack  
City Manager

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH WORLDWIDE RECOVERY SYSTEMS, INC.**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 11, 2024, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and WORLDWIDE RECOVERY SYSTEMS, INC., sometimes hereinafter referred to as CONTRACTOR.

**WITNESSETH:**

WHEREAS, on June 13, 2023, the CITY and CONTRACTOR entered into the second amendment of an Agreement entitled "SECOND PROFESSIONAL SERVICES AGREEMENT WITH WORLDWIDE RECOVERY SYSTEMS, INC."; and

WHEREAS, the CITY and CONTRACTOR desire to extend the existing agreement until June 30, 2025; and

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

TERM. This agreement shall be extended until June 30, 2025 and may be renewed by the City with the concurrence of the CONTRACTOR for any successive one or two-year term unless sooner terminated pursuant to the provisions of this Agreement.

PAYMENT. The City agrees to pay CONTRACTOR for Services satisfactorily performed in an amount not-to-exceed \$68,000.00 through FY 2024-2025.

All of the terms and conditions of the AGREEMENT not modified by this Second Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

CONTRACTOR

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Worldwide Recovery Systems, Inc.

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Amending the Rate for Bin and Special Refuse Services

### **INTRODUCTION**


The City of Lakewood's contract with EDCO Waste Services includes a provision for the annual adjustment of rates for bin and special refuse collection and disposal services, based upon the January to January CPI.

The tables attached to the proposed resolution have been adjusted to reflect an increase of 2.53 percent, based on the January-to-January CPI, to the amounts charged by EDCO for special bin service. The rates in the tables would be the maximum bin and special refuse rates that EDCO could charge, however, they are permitted to charge less. These rates will be effective July 1, 2024. EDCO will send notification to their commercial customers in their June billings.

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

### **RECOMMENDATION**

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

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2024-34

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

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

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

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

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

SECTION 1. The Director of Administrative Services finds that the escalation rate is 2.53 percent.

SECTION 2. The fees or charges for bin and special service set forth in Appendix A, attached hereto, have been adjusted by the Director of Administrative Services based on the escalation rate. Said adjusted fees or charges shall be effective on July 1, 2024, and shall be the maximum fees or charges collected by the Contractor for special bin service.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective as of the 1st day of July, 2024.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Appendix A**  
**BIN AND SPECIAL REFUSE SERVICE MAXIMUM RATE SCHEDULE**  
**Effective July 1, 2024**

<b>Service</b>	<b>Maximum Fee</b>	
<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>		
1 Pickup Per Week, 3 yard bin	\$158.87	per month
2 Pickup Per Week, 3 yard bin	\$248.45	per month
3 Pickup Per Week, 3 yard bin	\$337.89	per month
4 Pickup Per Week, 3 yard bin	\$427.28	per month
5 Pickup Per Week, 3 yard bin	\$516.96	per month
6 Pickup Per Week, 3 yard bin	\$606.56	per month
Lock Lids	\$25.74	per month
Automated Trash/Recycle Cart -1 x Week	\$61.65	per month
Automated Trash/Recycle Cart -2 x Week	\$123.28	per month
Extra Automated Trash or Recycle Cart	\$13.22	per cart per dump
Compactor Bins 1 x F/L	\$344.61	
Compactor Bins 2 x F/L	\$539.02	
Compactor Bins 3 x F/L	\$732.88	
Compactor Bins 4 x F/L	\$926.79	
Compactor Bins 5 x F/L	\$1,121.22	
Compactor Bins 6 x F/L	\$1,315.58	
Extra Pickups (Excluding Sundays)	\$77.09	
Sunday Pickups	\$113.73	
Steam Clean Bins	\$85.85	
Roll Off Compactors	\$897.16	
Steam Clean Compactors	\$203.85	
Bin Roll Out Service Over 50 Feet 1 x	\$34.33	per bin
Bin Roll Out Service Over 50 Feet 2 x	\$68.63	per bin
Bin Roll Out Service Over 50 Feet 3 x	\$103.00	per bin
Bin Roll Out Service Over 50 Feet 4 x	\$137.32	per bin
Bin Roll Out Service Over 50 Feet 5 x	\$171.65	per bin
Bin Roll Out Service Over 50 Feet 6 x	\$205.96	per bin
Scout Service 1x per week	\$39.34	per bin
Scout Service 2x per week	\$78.68	per bin
Scout Service 3x per week	\$118.03	per bin
Scout Service 4x per week	\$157.36	per bin
Scout Service 5x per week	\$196.73	per bin
Scout Service 6x per week	\$236.08	per bin
Bin Roll Off Containers (Recycling)	\$396.96	plus disposal fee
Shared Bin Usage	\$5.90	per month
Roll-Off Container	\$632.95	per bin
3 Yard Recycling Bins 1x per week	\$58.13	
3 Yard Recycling Bins 2x per week	\$99.69	
3 Yard Recycling Bins 3x per week	\$141.24	
3 Yard Recycling Bins 4x per week	\$182.77	
3 Yard Recycling Bins 5x per week	\$214.40	
3 Yard House Bin – No dirt or concrete	\$139.47	per bin
1 Yard House Bin – Dirt and concrete	\$139.47	per bin
Automated Recycling Carts 1x per week	\$26.65	
Additional Carts 1x per week	\$8.75	
Automated Recycling Carts 2x per week	\$53.27	
Additional Carts 2x per week	\$17.50	
Bulky Item Pick-up (One Item)	\$17.40	
Bulky Item Pick-up (2-4 additional items)	\$13.90	per item

<b>Service</b>	<b>Maximum Fee</b>	
<i>Organic Waste Receptacles</i>		
1 Pickup Per Week, 65gl Cart	\$92.37	per month
2 Pickup Per Week, 65gl Cart	\$184.76	per month
3 Pickup Per Week, 65gl Cart	\$277.14	per month
4 Pickup Per Week, 65gl Cart	\$369.51	per month
5 Pickup Per Week, 65gl Cart	\$461.90	per month
6 Pickup Per Week, 65gl Cart	\$554.27	per month
7 Pickup Per Week, 65gl Cart	\$646.65	per month
Extra Pickup, 65gl Cart	\$36.96	per month
1 Pickup Per Week, 96gl Cart	\$98.69	per month
2 Pickup Per Week, 96gl Cart	\$197.36	per month
3 Pickup Per Week, 96gl Cart	\$296.06	per month
4 Pickup Per Week, 96gl Cart	\$394.74	per month
5 Pickup Per Week, 96gl Cart	\$493.42	per month
6 Pickup Per Week, 96gl Cart	\$592.09	per month
7 Pickup Per Week, 96gl Cart	\$690.78	per month
Extra Pickup, 96gl Cart	\$39.47	per month
1 Pickup Per Week, 1 cu. Yard Bin	\$138.90	per month
2 Pickup Per Week, 1 cu. Yard Bin	\$271.26	per month
3 Pickup Per Week, 1 cu. Yard Bin	\$406.91	per month
4 Pickup Per Week, 1 cu. Yard Bin	\$542.55	per month
5 Pickup Per Week, 1 cu. Yard Bin	\$677.76	per month
6 Pickup Per Week, 1 cu. Yard Bin	\$813.82	per month
7 Pickup Per Week, 1 cu. Yard Bin	\$949.46	per month
Extra Pickup, 1 cu. Yard Bin	\$55.55	per month
1 Pickup Per Week, 2 cu. Yard Bin	\$158.58	per month
2 Pickup Per Week, 2 cu. Yard Bin	\$310.04	per month
3 Pickup Per Week, 2 cu. Yard Bin	\$465.06	per month
4 Pickup Per Week, 2 cu. Yard Bin	\$620.08	per month
5 Pickup Per Week, 2 cu. Yard Bin	\$775.08	per month
6 Pickup Per Week, 2 cu. Yard Bin	\$930.10	per month
7 Pickup Per Week, 2 cu. Yard Bin	\$1,085.13	per month
Extra Pickup, 2 cu. Yard Bin	\$63.43	per month
1 Pickup Per Week, 3 cu. Yard Bin	\$198.00	per month
2 Pickup Per Week, 3 cu. Yard Bin	\$388.19	per month
3 Pickup Per Week, 3 cu. Yard Bin	\$582.32	per month
4 Pickup Per Week, 3 cu. Yard Bin	\$776.42	per month
5 Pickup Per Week, 3 cu. Yard Bin	\$970.54	per month
6 Pickup Per Week, 3 cu. Yard Bin	\$1,164.65	per month
7 Pickup Per Week, 3 cu. Yard Bin	\$1,358.73	per month
Extra Pickup, 3 cu. Yard Bin	\$79.20	per month

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

Bad Check Fee: \$37.00

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

## **COUNCIL AGENDA**

June 11, 2024

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Water Rate Adjustment

### **INTRODUCTION**

On April 23rd, the City Council authorized the commencement of the public noticing process for recommended water rate changes to take place over a three-year period (Fiscal Years 2024-25 through 2026-27). The city recently concluded that process, pursuant to Proposition 218 guidelines, which included informing water utility customers of tonight's public hearing before the City Council.

### **STATEMENT OF FACT**

The procedural requirements of Proposition 218 apply to any increases in water charges. Due to the rather lengthy notification process and waiting period, recommended rate changes must be determined and communicated far in advance of implementation. The proposed rate recommendations incorporated the results of a comprehensive water rate study conducted by Raftelis Financial Consultants, Inc. (RFC). RFC examined the city's operations and developed a five-year water rate structure for the city's review. The resulting structure refined the existing rates allowing for continued fiscal stability, incorporated tiers promoting ongoing water conservation, and integrated the nexus requirement between rates and their costs. Based on these changes the City Council authorized for rate change notices to be provided for a three-year timeframe.

Under the proposed structure, "average" single-family residential (SFR) customers consuming 18 hundred cubic feet (hcf) of water in FY 2023-24 would see their bi-monthly bill increase by \$5.37 (from \$75.23 to \$80.60). This includes the fixed (meter) charge increasing \$1.92 (from \$20.62 to \$22.54). The volumetric (water usage) would increase \$3.45 (from \$54.61 to \$58.06). Subsequently, the recommended rate structure would provide the "average" SFR customer with an annual increase in their bi-monthly bill of \$5.79 (7.1%) in FY 2025-26, and \$6.13 (7.1%) in FY 2026-27.

The proposed water consumption rates for the next three fiscal years are listed in the following table:

Water Rate Adjustment – Fiscal Years 2024-25 through 2026-27  
Page 2

Typical bill for single-family residence with average water use of 18 units every two months				
	Current Rate Bi-Monthly	7/1/2024 Bi-Monthly	7/1/2025 Bi-Monthly	7/1/2026 Bi-Monthly
	\$75.23	\$80.60	\$86.39	\$92.52
Change in cost	---	\$5.37	\$5.79	\$6.13

Minimum Charge for basic service (NOTE: 5/8" or 3/4" meter is standard size for residential service)				
Size of Meter	Current Rate Bi-Monthly	7/1/2024 Bi-Monthly	7/1/2025 Bi-Monthly	7/1/2026 Bi-Monthly
5/8" or 3/4"	\$20.62	\$22.54	\$24.12	\$25.81
1"	\$32.23	\$34.22	\$36.62	\$39.19
1 1/2"	\$61.25	\$63.43	\$67.88	\$72.64
2"	\$96.09	\$98.48	\$105.38	\$112.76
3"	\$206.38	\$209.48	\$224.15	\$239.85
4"	\$368.91	\$373.05	\$399.17	\$427.12
6"	\$757.83	\$764.46	\$817.98	\$875.24
8"	\$1,396.36	\$1,407.07	\$1,505.57	\$1,610.96

Fire Service connection charge for commercial properties				
Size of Meter	Current Rate Bi-Monthly	7/1/2024 Bi-Monthly	7/1/2025 Bi-Monthly	7/1/2026 Bi-Monthly
2"	\$9.87	\$8.14	\$8.71	\$9.32
3"	\$28.67	\$23.64	\$25.30	\$27.08
4"	\$61.08	\$50.37	\$53.90	\$57.68
6"	\$177.42	\$146.32	\$156.56	\$167.52
8"	\$378.07	\$311.81	\$333.64	\$357.00
10"	\$679.90	\$560.74	\$599.99	\$641.99

Residential rate per unit of water used (1 unit = 100 cubic feet or 748 gallons)				
Units of Water	Current Rate	7/1/2024	7/1/2025	7/1/2026
1-13	\$2.87	\$3.02	\$3.24	\$3.47
14-25	\$3.46	\$3.76	\$4.03	\$4.32
26+	\$4.09	\$4.76	\$5.10	\$5.46

Multi-Family, Commercial, Institutional rate per unit of water used				
Units of Water	Current Rate Bi-Monthly	7/1/2024 Bi-Monthly	7/1/2025 Bi-Monthly	7/1/2026 Bi-Monthly
Each Unit	\$3.50	\$3.50	\$3.72	\$3.99

Commerical/Institution Irrigation (Potable) rate per unit of water used				
Units of Water	Current Rate Bi-Monthly	7/1/2024 Bi-Monthly	7/1/2025 Bi-Monthly	7/1/2026 Bi-Monthly
Each Unit	\$3.60	\$4.29	\$4.60	\$4.93

Recycled Water - Minimum Charge for basic service				
Size of Meter	Current Rate Bi-Monthly	7/1/2024 Bi-Monthly	7/1/2025 Bi-Monthly	7/1/2026 Bi-Monthly
2"	\$96.30	\$98.48	\$105.38	\$112.76
3"	\$206.84	\$209.48	\$224.15	\$239.85
4"	\$369.74	\$373.05	\$399.17	\$427.12
6"	\$759.50	\$764.46	\$817.98	\$875.24
8"	\$1,399.44	\$1,407.07	\$1,505.57	\$1,610.96

Recycled water rate per unit of water used				
Units of Water	Current Rate	7/1/2024	7/1/2025	7/1/2026
Each Unit	\$2.99	\$3.38	\$3.80	\$4.28

Attached is a survey of 14 cities / water agencies in the region (including Lakewood). It illustrates the bi-monthly bill for a SFR customer using the “average” 18 hcf of water.

In addition to potable water rates, it is also appropriate to address those for recycled water. The City purchases recycled water from the City of Cerritos. As such, staff proposes a recycled water commodity rate that incorporates roughly a 12% annual increase to the recycled water consumption rate to match the cost. This would increase the rates for Fiscal Years 2024-25 through 2026-27 from \$2.99 per unit to \$3.38, \$3.80, and \$4.28, respectively.

If approved, the proposed water rates and charges will be effective July 1, 2024, and be reflected on billings for water usage on and after July 1, 2024. By way of the notices, staff has asked that any protests to the rate adjustments must be submitted to the Council in writing. As of Monday, June 3<sup>rd</sup>, staff had not received any such protests in writing. A majority protest exists if over 50 percent of parcel owners within the service area of 19,629 parcels submit written protests.

#### **RECOMMENDATION**

It is recommended that the City Council hold a public hearing and adopt the attached resolution, which enacts the adjustment to water consumption rates and charges as presented in this report.



Jose Gomez  
Director of Finance & Administrative Services



Thaddeus McCormack  
City Manager

**Water Rate Survey - 16 Cities/Agencies**

**Average Bi-monthly Household - 18 HCF (Hundred Cubic Feet)**

<b>City / Agency</b>	<b>Total Bi-Monthly Residential Bill Amount</b>
Golden State Water Company	\$ 156.28
Norwalk	144.54
Whittier	125.74
Signal Hill	121.18
Tustin	113.99
Santa Fe Springs	112.20
Seal Beach	111.52
Long Beach	102.88
Bellflower (Somerset)	100.96
South Gate	99.92
Anaheim	95.05
<b>Lakewood - Proposed</b>	<b>80.60</b>
<b>Lakewood - Current</b>	<b>75.23</b>
Cerritos	59.61
Downey	54.87
Paramount	53.70

RESOLUTION NO. 2024-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE NORMAL QUANTITATIVE RATE CONTAINED IN SECTION 10 OF THE CITY'S "WATER SERVICE PROCEDURE MANUAL", AND AMENDING THE RECYCLED WATER RATE

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

SECTION 1. The City Council of the City of Lakewood does hereby find and determine that it is necessary to amend its Water Service Procedure Manual pertaining to water rates and charges in order to maintain and operate its water system as a service to the community and for the general public health, safety and welfare, based upon the following facts:

1. The water system owned and operated by the City of Lakewood was first installed in the mid-1930's and has, since that date and since its acquisition by the City of Lakewood, been improved from time to time in order to supply the needs of its consumers within the City of Lakewood.
2. The purpose of the system is to provide a service to its consumers for which fees or charges are imposed as an incident of requesting or using the service.
3. These fees or charges include not only the cost of the water service but the repairs and maintenance of the system, as well as replacement of old and deteriorated facilities.
4. Due to its age and use, parts of the Lakewood Water System are in need of capital improvements in order to maintain a service meeting the needs of its consumers.
5. Over \$6.9 million in capital improvements are required over the next three years, including \$2.0 million to replace aged water pipelines, \$2.3 million to drill and equip a new well (Well 22B), \$300,000 for interconnections with Bellflower and Cerritos, and various projects for interconnections expansion and maintenance of pumping facilities. All capital improvement projects are included in the water system master plan.
6. The revenue derived from current rates and charges is insufficient to fund said projects.
7. The funds derived by the necessary increase in the water rates and fees to provide the necessary improvements and maintenance from July 2024 through June 2027, shall not be used for general City purposes.

SECTION 2. Changes to the City's water rate structure for the next three fiscal years, with an initial effective date of July 1, 2024 followed by effective dates of July 1, 2025 and July 1, 2026 respectively, have been included in Appendix A to this resolution and enumerate the changes to the water rate structure as they pertain to the quantitative rate of both potable and recycled water, meter rates for all types and uses, and the number of units provided to residents at the discount rate.

SECTION 3. The new water rates and charges will be effective July 1, 2024 and will be reflected on billings for water usage and services on and after July 1, 2024.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2024.

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Mayor

ATTEST:

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City Clerk

### Appendix A

Typical bill for single-family residence with average water use of 18 units every two months				
	Current Rate	7/1/2024	7/1/2025	7/1/2026
	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly
	\$75.23	\$80.60	\$86.39	\$92.52
Change in cost	---	\$5.37	\$5.79	\$6.13

Minimum Charge for basic service (NOTE: 5/8" or 3/4" meter is standard size for residential service)				
Size of Meter	Current Rate	7/1/2024	7/1/2025	7/1/2026
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14-25	\$3.46	\$3.76	\$4.03	\$4.32
26+	\$4.09	\$4.76	\$5.10	\$5.46

Multi-Family, Commercial, Institutional rate per unit of water used				
Units of Water	Current Rate	7/1/2024	7/1/2025	7/1/2026
	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly
Each Unit	\$3.50	\$3.50	\$3.72	\$3.99

Commerical/Institution Irrigation (Potable) rate per unit of water used				
Units of Water	Current Rate	7/1/2024	7/1/2025	7/1/2026
	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly
Each Unit	\$3.60	\$4.29	\$4.60	\$4.93

Recycled Water - Minimum Charge for basic service				
Size of Meter	Current Rate	7/1/2024	7/1/2025	7/1/2026
	Bi-Monthly	Bi-Monthly	Bi-Monthly	Bi-Monthly
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Recycled water rate per unit of water used				
Units of Water	Current Rate	7/1/2024	7/1/2025	7/1/2026
Each Unit	\$2.99	\$3.38	\$3.80	\$4.28

# DIVIDER SHEET

## COUNCIL AGENDA

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** 2024 Beekeeping Ordinance

### INTRODUCTION

On March 7, 2024, the Planning and Environment Commission (PEC) conducted a public hearing regarding the 2024 Beekeeping Ordinance and recommended approval of the ordinance to the City Council along with the related categorical exemption. The ordinance was prepared and presented to the PEC as the result of a direction from the City Council on August 8, 2023. The hearing for the proposed ordinance was continued by the City Council to June 11, 2024 and a related City Council study session was requested to be conducted on the same day prior to that hearing.

On February 1, 2024, a PEC study session was conducted, The PEC gave staff direction to revise the proposed beekeeping ordinance to: 1) require a site plan “over the counter” staff review with no surrounding property owner notification or adjacent property owner agreements; and 2) allow beekeeping in the R-1 (Single Family Residential) and R-A (Residential Agricultural) zones, if the backyard is adjacent to land zoned for A (Agriculture) or O-S (Open Space), and provided it is not a school or public park. This will allow an open field flyout zone for the bees to begin foraging.

### STATEMENT OF FACTS

ALLOWED ZONES. Currently, the Lakewood Municipal Code (LMC) allows commercial agricultural activities, including apiaries, to be established only on the two lots currently zoned A (Agricultural). Any proposed apiaries in this district are subject to regulations that require beehives to be located more than fifty (50) feet from the property boundary of any public park, school, street, or highway upon which the property fronts or any property zoned for residential purposes. The proposed ordinance allows commercial apiaries to be established in the O-S (Open Space) zoning district, subject to the same provisions listed in the A zone district. Furthermore, it exempts any proposed apiaries in the A or O-S zone districts from the fifty-foot residential spacing requirement for those lots in the R-1 or R-A zone, which have an approved backyard apiary operated in compliance with this ordinance.

The proposed ordinance extends the ability to establish backyard apiaries to approximately 1,530 privately owned residential lots within the R-1 zone (*1,335 lots*) and R-A zone (*195 lots*), where the backyard of such residential lots is adjacent to a lot in the A or O-S zone district and where such lots are not currently used for an existing school (*public or private*), or a public park. The proposed ordinance will offer these property owners the opportunity to participate in the apicultural hobby of backyard beekeeping, subject to proposed location and operational standards as listed and required within the R-1 and R-A zoning districts.

**BEEHIVE STANDARDS.** The proposed ordinance defines the locational and operational standards for backyard beekeeping in the allowed zoning districts, and a requirement for an approved site plan review. In addition, it authorizes the proposed “Best Management Practices for Backyard Beekeeping in Lakewood.” The proposed beehive standards are:

- **Registration and Identification.**
  - Annual registration of each hive with the LA County Agriculture Commissioner.
  - Each hive permanently identified with owner name, address, email, and phone number.
- **Number of Hives.** One hive per 1,500 square feet of lot area and no more than four.
- **Hive Location.**
  - No hive shall be located within fifty (50) feet of any public street or highway, any public park, any school, or any residence otherwise not allowed to have an apiary.
  - No hive shall be located in the front, side or rear yard setback areas of a lot.
  - No hive shall be located within four (4) feet of any property line.
  - Hives shall not be readily visible from a public right-of-way.
  - Hives shall be located between any residence and the rear property line.
  - Hives shall be in a secure quiet location that is dark during nighttime hours.
  - Hive entrances shall be oriented to the south or west and a minimum ten (10) feet away from any entrance to a structure located on neighboring properties.
  - Multiple hives may be located together.
- **Hive Design/Storage.** The beehive design shall incorporate the following:
  - Hives shall be painted a light color to assist in keeping hive cooler in the hot sun.
  - Hives shall have removable frames to facilitate maintenance transfers and inspections.
  - Hive materials and equipment shall be stored in a sealed container or an enclosed building.
- **Flight Paths.** Honeybees shall be encouraged to fly up and away from the property by:
  - Locating hives, a minimum of eight (8) feet above the adjacent ground level, or
  - Locating hives, a minimum four (4) feet away from a minimum six (6) foot tall perimeter solid wall, fence or dense hedge located on or adjacent to the property line.
- **Water.** Beehives shall have an adequate on-site continually clean, fresh, and circulating water source that does not become a breeding ground for mosquitoes.
- **Hive Maintenance.** Beekeepers shall maintain apiaries in compliance with the City approved guidelines titled “Best Management Practices for Backyard Beekeeping in Lakewood.” These guidelines include recommendations regarding regular inspections, proper record keeping, swarm prevention, overcrowding reduction, disease control, deterrents to bee nectar robbing, and the need for periodic queen replacement.
- **Food Production.** Regulate food production (*honey*) if sold as a cottage food enterprise.

**PUBLIC NUISANCE BEES.** This ordinance defines when a bee colony becomes an enforceable public nuisance. Honeybees in an appropriate zone and in an approved, properly maintained and operated beehive that has a current and valid permit issued by the LA County Agricultural Commissioner annually are acceptable, as long as the bee colony remains docile and productive.

Otherwise, honeybees and other flying insects identified as wasps, hornets, and yellow jackets are subject to enforcement, as follows:

- Quantity and Duration. It is unlawful for any property owner to have, allow to remain, or maintain on their lot for more than 48 consecutive hours any group of the flying insects listed above in a cluster that exceeds a 12-inch circumference or 4-inch diameter (*e.g. softball size*) or collectively has more than 500 of such flying insects on a lot. This shall include any hive, comb, nest, swarm, colony, breeding ground or a group of flying insects commonly known as bees, wasps, hornets, or yellow jackets. Included are the following:
  - Any colony of flying insects that are not in an approved and properly permitted beehive.
  - Any group of flying insects including honeybees that exhibit aggressive or overly defensive behavior, or that otherwise interferes with the quiet and normal use of residential property.
  - An abandoned, unmaintained, or otherwise non-conforming beehive.
  - Any beekeeping activities that do not comply with locational and operational standards.
  - Any bee colony or beehive requiring relocation, extermination or destruction, as determined necessary by a beekeeping professional or service.
- Maintenance. It is unlawful to intentionally or unintentionally maintain or fail to maintain any property, including any building, device, or vegetation in such a manner that it allows and encourages such insects to remain and thrive on the property in any life stage and/or to return to the property once removed, or the failure to remove any such nest, hive, colony or swarm within ten (10) days of notification of such failure in writing or by email by the City.

### **CEQA**

This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). This Ordinance has no impact on the physical environment as it will only modify administrative procedures.

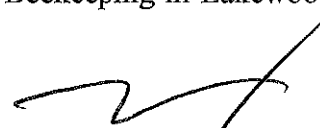
### **PUBLIC NOTICE**

Pursuant to Section 9422 of the Lakewood Municipal Code and State Law, notice of the public hearing for this amendment was posted on the City's webpage on February 14, 2024, posted in three public places on February 14, 2024, and published in the Press Telegram newspaper on February 20, 2024, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State Law.

### **RECOMMENDATION**

It is the recommendation of the Planning and Environment Commission as stated in PEC Resolution 3-2024, that the City Council introduce the proposed 2024 Beekeeping ordinance, approve the "Best Management Practices for Backyard Beekeeping in Lakewood" and approve the associated CEQA exemption.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager



# ***BEST MANAGEMENT PRACTICES FOR BACKYARD BEEKEEPING IN LAKEWOOD***

(Revised March 7, 2024)

## ***Good Neighbor Practices***

Future Backyard Beekeeper, you are planning to bring several thousand stinging insects into close proximity of your neighbors' backyards. Being a good neighbor requires that you inform your neighbors of your intentions to do backyard beekeeping of domesticated docile honeybees.

Beekeepers need to educate their neighbors as to the advantages of domesticated beekeeping. Furthermore, you need to assure them that your beekeeping practices and your hives are located in a manner that will minimize impacts on their normal outdoor activities. They need to understand that you will do everything possible to assure that your beekeeping hobby will not become a nuisance or a potential threat of harm to them, their family members, or their pets.

They also need to understand that honeybee swarming is a natural occurrence in bee biology to manage overcrowding of your beehive colony and to expand the bee population. Just like human households, the teenage bees have grown up and are moving out to fulfill their independent lives in new homes. If swarming happens, it should not last more than 48 hours as the bees search for a new hive to establish a new colony. Honeybee swarming is normally not a threatening activity, as the bees are very docile in this temporary transition traveling mode as they search for a new home with a new queen. It is an interesting phenomenon that should be observed and appreciated.

Beekeeper, you need to assure your neighbors that you will manage your bee colony properly by splitting your hive before swarming occurs. If swarming does occur, you need to assure your neighbors that you will have the bees rescued and removed by a professional bee control service or eliminated before they establish a new colony on an adjacent property.

Beekeepers need to learn of any potential health threats to their neighbors that may be present due to known severe allergic reactions to bee stings. This knowledge should be a factor in your decision to establish or not establish a new backyard beekeeping activity. It may take some explaining and educating, but once people understand more about honeybees, their minds can be changed. Conflicts with neighbors are not good for you or other beekeepers and could result in the City increasing beekeeping regulations or prohibiting beekeeping totally.

## ***Education***

Any resident considering backyard beekeeping as a hobby should first educate themselves on basic principles and guidelines. A basic understanding of honeybee biology, foraging habits, and hive management is essential.

- ***Take a class.***

Cal Poly Pomona – Extended University Girl Next Girl  
Next Door ([girlnextdoorhoney.com](http://girlnextdoorhoney.com))  
Beekeeping organizations (all listed below offer courses)

- ***Join a local beekeeping club or group.***

Beekeepers Association of Southern CA ([beekeepersassociationofsoutherncalifornia.org](http://beekeepersassociationofsoutherncalifornia.org))  
The Orange County Beekeepers Association ([ocbeekeepers.org](http://ocbeekeepers.org))  
Los Angeles County Beekeepers Association ([losangelescountybeekeepers.com](http://losangelescountybeekeepers.com))  
OC Backyard Bees ([backyardbees.net](http://backyardbees.net))

- ***Seek out additional on-line knowledge.***

[Scientificbeekeeping.com](http://Scientificbeekeeping.com)  
American Beekeeping Federation ([abfnet.org](http://abfnet.org))  
American Bee Journal ([americanbeejournal.com](http://americanbeejournal.com))

- ***Read a book.***

The Beekeeper's Handbook by Alphonse Avitabile & Diana Sammataro (2006)  
First Lessons in Beekeeping by Keith S. Delaplane (2007)  
Natural Beekeeping: Organic Approaches to Modern Apiculture by Ross Conrad (2007)  
The Hive and the Honeybee by L.L. Langstroth (1853)  
The Backyard Beekeeper: An Absolute Beginner's Guide by Kim Flottum (2010)  
The ABC & XYZ of Bee Culture: An Encyclopedia Pertaining to the Scientific and Practical Culture of Honeybees  
Beekeeping: A Practical Guide by Richard E. Bonney (1993)  
Biology of the Honeybee by Mark L. Winston (1991)

- ***Find an experienced beekeeping mentor.***

- ***Follow this guideline: "Best Management Practices for Backyard Beekeeping in Lakewood."***

## ***Considerate Hive Management***

Beekeepers should remember that weather conditions influence bee behavior and should only work with their bees only when conditions are cool and favorable. Beekeepers should open their hives when their neighbors are not working or playing outdoors. Beekeepers should also be mindful to perform hive manipulations as quickly as possible with minimum disturbance to the bees and neighbors.

Extended hive manipulations, particularly when removing honey, should be carefully planned to accommodate and not disturb the surrounding neighbors' outdoor activities. Smoke should be used when working with the bee colonies in the hives. Hive entrances should be smoked before conducting landscape mowing or trimming activities in the area near the bee hives. Clippings and exhaust should be directed away from hive entrances, so as to not disturb the bees.

## ***Recommended Standards***

- a. **Apiary Registration Required.** This is required to allow hive health inspections and to protect backyard beekeeping activities when Los Angeles County Vector Control conducts pesticide spraying. The beekeeper shall register with the Los Angeles County Department of Agriculture Commissioner within 30 days of establishing a new apiary and shall reregister each January of every year thereafter while in possession of the apiary pursuant to California Food and Agricultural Code Sections 29040-29056.
- b. **Permission of Landowners.** Any person wishing to place or keep an apiary, or cause or allow an apiary to remain on land not owned or possessed by such person should first obtain permission to do so from the owner or person lawfully in possession of such land.
- c. **Maximum Hives.** The number of hives will depend on the size of the property, the buffer space you have between you and your neighbor, the size of hives you have, and the types of bees you keep. Beekeepers using proper management skills will split hives to prevent swarming and combine hives when they naturally shrink over the course of a year, varying the number of hives they have in an apiary. Be a good neighbor and limit the amount of hives on a lot to no more than one hive for every 2,500 square feet of lot area. The hives may be located together.
- d. **Inspectable.** All bee colonies should always be kept in an inspectable condition, and the hives should have removeable frames. Removable frames in hives allow inspection for size, brood, food, disease, and status of the queen. Two common examples of removable frame hives are the Langstroth hive and a Top Bar hive. Hives should not be kept in trees, walls, attics, or meter boxes where they cannot be managed. Hives in those places should be removed by the property owner or a professional bee removal company.
- e. **Hive Color.** All hive components should be painted using a light color to reduce the heat being absorbed during the summer months. This will ensure bees are kept in a cooler environment and this will reduce swarming tendencies.

## ***Operational Standards***

- a. **Food Production.** Any production of honey, wax, or related product shall be subject to the home occupation and cottage food requirements of the Lakewood Municipal Code and all applicable County of Los Angeles Health Department cottage food requirements.
- b. **Reduce Overcrowding.** The Beekeeper should continually manage each hive to provide adequate living space for their resident honeybees to prevent swarming.
- c. **Requeen Hive.** Hives should be requeened at least once every two years to prevent swarming and should be requeened in any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming. It should be the duty of the beekeeper to requeen the colony in such instances. Queens should be selected from stock bred for gentleness and non-swarming characteristics.
- d. **Water Source.** Bees use substantial amounts of water to hydrate and cool their hive. A fresh, shallow, and consistent water source for bees should always be provided on the property where the bees are kept. This will discourage bee visitation at swimming pools, fountains, hose bibs, and other water sources on adjacent public or private property. The water should be kept fresh and clean so as not to become a breeding ground for mosquitoes.
- e. **Apiary Equipment Storage.** Hive maintenance materials or equipment shall be stored in a sealed container or placed within a building or other bee-proof enclosure.

## ***Location Criteria***

**Hive Location.** Hives should be placed in a quiet area and not directly against a neighboring property line unless a solid fence or dense plant barrier of six feet or higher forms the property boundary. Hives should be located and maintained as far away as possible from roads, sidewalks, and rights of way.

**Flight Paths.** Hive flight paths (generally six-ten feet in front of the hive entrance) should remain within the apiary owner's lot, although barriers (e.g., fencing, and tall shrubs) can sometimes be used to redirect the bees' flight pattern. Care should be taken so this flight pattern does not cross sidewalks, driveways, playgrounds, or other public areas.

- a. Hives shall be located between the residence and the rear property line.
- b. Hives shall not be visible from a public right-of-way.
- c. Hives shall be in a dark location when the sun goes down as bees are attracted to light. Avoid placing a hive where a light will attract the bees to create a nuisance.
- d. Hive location shall be secured from unauthorized access and vandalism.
- e. Hives shall either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

## ***Swarm Prevention***

Swarming is natural honeybee behavior, but the beekeeper should actively work to prevent or minimize swarming. Primary causes of swarming are old queens, overcrowding and/or overheating in the hive. Beekeepers should do the following to avoid the bee colony tendency to swarm.

- a. Replace old or failing queens, because as queen bees age, their queen pheromone fades reducing their control of the hive, which then triggers the bee colony to swarm to get a new queen.
- b. Appropriately time additions of supers for increases in brood rearing and honey storage.
- c. Colony division (splitting a hive) into two separate hives.
- d. Brood chamber manipulation.
- e. Use a screened bottom board.

When a swarm occurs, efforts should be made to collect the swarm or call a bee removal company to do the collection. Swarms captured from areas where the origin of the bees may be questionable, should be monitored frequently for abnormal defensiveness.

## ***Queens***

Queens should only be obtained from reliable sources. Queen breeders are preferred to reduce the chances of introducing Africanized bees and to ensure that the new queen is well suited to the climate. Beekeepers should ensure that their new queens are young (less than two years old) and in vigorous layers. Each beekeeper should evaluate their queens monthly for performance and hive gentleness. Any colony exhibiting unusually defensive behavior, or an excessive swarming tendency should be re-queened as soon as possible. Desirable genetic characteristics for a queen should include:

- Gentle Disposition
- Quick Colony Build Up
- Good Honey and Pollen Collectors
- Low Swarming Instinct

## ***Robbing Behavior***

When nectar is scarce, honeybees may rob nectar from other hives. When they do, they tend to appear more defensive. Under such conditions, beekeepers should work hives for only short periods of time and only if necessary. Exposing honey can encourage robbing. Open hives can entice robbing thus stirring up the hive. Be a thoughtful conscientious neighbor. All honey and sugar water spills should be cleaned up immediately. Areas used for honey extraction should be bee-proofed to prevent robbing.

## ***Disease Control***

Any hive found to be diseased should be dealt with in the appropriate manner. There are several honeybee diseases and pests. It is critical that beekeepers be educated to recognize and respond to honeybee disease. A disease like American Foulbrood has spores which can remain viable for three or more decades and is extremely contagious. The only recourse with this disease is burning the equipment or placing it in a sealed bag to be taken to a landfill. When evidence of disease is found, the hive should be treated and/or have the equipment removed promptly to avoid spreading the disease to neighboring hives. For this reason, beekeepers should be extremely cautious about mixing hive equipment and purchasing used equipment. It is incumbent on beekeepers to manage all disease and pests, including parasitic mites, to ensure colony health and honey quality.

## ***Recordkeeping and Time Management***

Beekeeping requires time to inspect and manage a hive properly, keep it healthy, and keep it at an optimum size for honey production without swarming. Ideally, hives should generally be inspected once a week for food, queen behavior, disease, pests, and spacing.

Good recordkeeping should be a priority for all beekeepers and keeping a written record of colony manipulation and observations for each hive is an especially useful tool. The beekeeper colony management log should include a catalog of the equipment used, a record of inspections and findings, and a history of actions (e.g., adding / removing honey supers), and any relevant observations regarding the hive.

## ***Glossary***

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**Apiary:** Single location where one or more beehives are kept.

**Bee:** Any stage of the common domestic honeybee (*Apis Mellifera species*).

**Bee Box, Brood Box or Honey Supers:** A professional beekeeping hive box with removable frames that have no top or bottom which allow the beekeeper to expand or condense the hive, as necessary.

**Beehive:** Structure for the housing of a honeybee colony.

**Beekeeper:** A person who keeps honeybees and manages beehives.

**Beekeeping:** The keeping or maintenance of an apiary in a hive as a primary or accessory use.

**Brood:** The eggs, larvae, and pupa of the honeybee prior to emerging as an adult bee.

**Colony Collapse Disorder (CCD):** The phenomenon that occurs when a majority of worker bees in a colony disappear and leave behind a queen, plenty of food and a few nurse bees to care for the remaining immature bees and the queen.

**Frame:** A hive component where bees build their honeycomb.

**Hive:** A colony of bees with one queen. This can be from a few hundred to many thousands of bees.

**Honeycomb:** Beeswax cells where the honey pollen and the brood are stored.

**Langstroth Hive:** A beehive box designed with removable frames that allow a beehive to be inspected and then expanded or contracted as determine necessary for a healthy colony population.

**Pollination:** The process of collecting pollen from one flower and depositing it on another flower.

**Removable Frame:** A frame designed to be removed from a hive box for inspection purposes.

**Requeen:** Replacing the queen bee in a colony with a new, younger queen, to prevent bees swarming, increase brood and honey production or reduce hive defensiveness.

**Robbing:** Bees trying to steal honey from a hive that is not their own.

**Smoker:** A tool used by a beekeeper to produce smoke to calm the bees

**Swarm:** Group of bees in a transitional state leaving their original hive/colony, clustering and then leaving again to establish a new hive/colony.

## **RESOLUTION NO. 3-2024**

**A RESOLUTION OF THE LAKEWOOD PLANNING AND ENVIRONMENT COMMISSION RECOMMENDING TO THE CITY COUNCIL APPROVAL OF A PROPOSED ORDINANCE OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE TO AUTHORIZE BACKYARD BEEKEEPING OF HONEYBEES WITHIN BOTH THE R-1 (SINGLE FAMILY RESIDENTIAL) AND RA (RESIDENTIAL AGRICULTURE) ZONING DISTRICTS FOR THOSE LOTS ADJACENT TO AREAS ZONED EITHER AS A (AGRICULTURE) OR OS (OPEN SPACE), IN WHICH APIARIES ARE PROPOSED TO BE ALLOWED USES, PROVIDED THEY ARE NOT A SCHOOL OR A PUBLIC PARK.**

**THE PLANNING AND ENVIRONMENT COMMISSION OF THE CITY OF LAKEWOOD DOES FIND, RESOLVE, AND DETERMINE AS FOLLOWS:**

**SECTION 1.** The Planning and Environment Commission ("Commission") conducted on the 7th day of March 2024, a public hearing in the City Council Chambers, 5000 Clark Avenue, Lakewood, California, following proper notice of the hearing as to the time and manner as required by law. The public hearing considered an ordinance proposing to amend the Lakewood Municipal Code (LMC) to authorize backyard beekeeping on lots within the R-1 (Single Family Residential) and RA (Residential Agriculture) zoning districts for lots adjacent to areas zoned as A (Agriculture) and OS (Open Space) in which apiaries are also proposed as allowed uses, provided they are not a school or a public park.

The Commission finds that the City needs to review and modify existing local regulations from time to time and in this instance, it is to amend regulations of the Lakewood Municipal Code to authorize beekeeping of honeybees on lots within the R-1 (Single Family Residential) and RA (Residential Agriculture) zoning districts for lots adjacent to areas zoned as A (Agriculture) and OS (Open Space) in which apiaries are also proposed as allowed uses, provided they are not a school or a public park. This is to allow beekeeping on the specified lots, subject to regulations regarding the establishment and operation of apiaries in these zone districts.

The Commission hereby submits its report, findings, and recommendation to the City Council regarding this ordinance. A summary of the hearing is set forth in the attached Minutes of the Commission and is hereby made a part hereof. The Secretary of the Commission is directed to attach the Minutes of the hearing to the Resolution, when prepared, and forward those to the City Council for review and consideration, whether or not first approved by the Commission.

**SECTION 2.** This ordinance is not subject to CEQA review pursuant to CEQA Guidelines Section 15061(b) (3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

This Ordinance has no impact on the physical environment as it will only modify administrative procedures and not result in any changes to the physical environment.

SECTION 3. Based on the aforementioned findings, the Planning and Environment Commission recommends to the City Council that the City Council adopt the attached ordinance, after holding a public hearing.

ADOPTED AND APPROVED this 7th day of March 2024, by the members of the Planning and Environment Commission voting as follows:

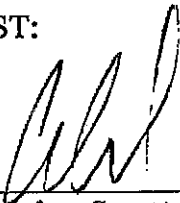
AYES:	Commissioners:	Stuckey, Samaniego & Baca
NOES:	Commissioners:	n/a
ABSENT:	Commissioners:	Cole & Ung
ABSTAIN:	Commissioners:	n/a



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Bill Baca, Chairperson

ATTEST:



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Abel Avalos, Secretary

## ORDINANCE NO. 2024-4

AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE TO AUTHORIZE BACKYARD BEEKEEPING OF HONEYBEES WITHIN BOTH THE R-1 (SINGLE FAMILY RESIDENTIAL) AND R-A (RESIDENTIAL AGRICULTURE) ZONING DISTRICTS FOR THOSE LOTS ADJACENT TO AREAS ZONED EITHER AS A (AGRICULTURE) OR O-S (OPEN SPACE), IN WHICH APIARIES ARE ALSO PROPOSED TO BE ALLOWED USES PROVIDED THEY ARE NOT A SCHOOL OR A PUBLIC PARK

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

SECTION 1. PURPOSE. The purpose of this ordinance is to expand the opportunities for residents to participate in the apicultural hobby of backyard beekeeping of honeybees on a limited basis, and subject to restrictions as listed within the R-1 (Single Family Residential) and R-A (Residential Agricultural) zoning districts for those lots with backyards adjacent to areas zoned either as A (Agriculture) or O-S (Open Space), in which apiaries are also proposed to be allowed uses provided they are not occupied with any school or a public park.

Currently, the Lakewood Municipal Code only allows beekeeping within commercial apiaries established as an approved land use on properties within the A (Agricultural) zoning district, subject to the regulations of that district that limit the location of apiaries to be more than fifty (50) feet from the property boundary of any public park, school, street, or highway upon which the property fronts, or any property zoned for residential purposes. This ordinance allows these apiaries to also be established in the O-S (Open Space) zoning district, subject to the same provisions listed in the A zone district. Furthermore, it exempts any proposed apiaries in the A or O-S zone districts from the fifty-foot residential spacing requirement for those lots in the R-1 or R-A zone, which have an approved backyard apiary operated in compliance with this ordinance.

SECTION 2. INTENT. The City of Lakewood wants to enable resident hobbyists to have an opportunity to pursue backyard beekeeping safely and successfully in a manner that does not impact surrounding properties, and in such a manner that it promotes a pleasurable, economically, culturally, and agriculturally beneficial activity within the City of Lakewood. The City finds that the addition of apiaries as an allowed use on lots within R-1 and R-A zone districts that have backyards adjacent to lands zoned either O-S (Open Space) or A (Agricultural) is a reasonable accommodation to allow such backyard beekeeping activities. These lots will have a greater flyout path and a reduced potential for negative impacts to adjacent properties.

Honeybees are critical to humankind by providing agriculture, fruit, and garden pollination services, and by furnishing honey and other useful apicultural products. California is among the leading states in honey production and the use of honeybee pollination services. Furthermore, the city recognizes that the occasional swarming of honeybees is a normal, natural, and non-

threatening occurrence within the lifecycle of a honeybee population. Such events reduce overpopulation of individual hives and allow healthy expansion of the honeybee population through the creation of new hives.

However, the city still remains concerned about the public nuisance created by swarms of other flying insects and the colonization of all flying insects, including honeybees, when they are not in an approved, properly maintained, inspected, and annually permitted beehive.

SECTION 3. Subsection 4323. P. of the Lakewood Municipal Code regarding property nuisances being defined as public nuisances per se is hereby amended to read as follows:

**P. BEES, WASPS, HORNETS, AND YELLOW JACKETS.**

It is unlawful for any property owner to have, allow to remain, or maintain on their lot for more than 48 consecutive hours any group of the flying insects listed below in a cluster that exceeds a 12-inch circumference or 4-inch diameter (*e.g. softball size*) or collectively has more than 500 of such flying insects on a lot. This shall include any hive, comb, nest, swarm, colony, breeding ground or a group of flying insects commonly known as bees, wasps, hornets, or yellow jackets, except as allowed by this code for honeybees (*Apis mellifera*) within the R-1, R-A, A, and O-S zoning districts. Such unlawful activity is hereby declared to be a public nuisance per se.

Furthermore, except as authorized by this code, it is unlawful to maintain or fail to maintain such property in such a manner that it allows and encourages such insects to remain and thrive on the property in any life stage and/or to return to the property once removed or eliminated. The removal, collection, extraction, and relocation of honeybees to an approved location is an allowed and encouraged activity to be done by a professional beekeeper or beekeeping service. The following applies:

**1. Regulated Species.** Specifically regulated are those flying insects that are within the biological order of Hymenoptera and suborder *Apocrita* (bees, wasps, and ants) but shall not include any ant species and shall include the following and any similar types of insects, as determined appropriate by the Community Development Director:

- a) **Bees.** All *Apoidea* super family species including, but not limited to, Honeybees (*Apis mellifera*), except as allowed in the R-1, R-A, A, and O-S zoning districts.
- b) **Wasps, Hornets, and Yellow Jackets.** All *Vespula* family species, including but not limited to, *Vespula pensylvanica* (Western Yellowjacket) and *V. Mischocyttarus flavitarsus* (Common Paper Wasps.)

**2. Prohibited Actions.** Except as allowed by this code on properties zoned R-1, R-A, A, or O-S this prohibition includes:

- a) The intentional possession and maintenance of such insects in any life stage in any comb, hive, swarm, colony, or any structure or device containing therein a group of such insects in any life stage, and any material deposited by such insects.
- b) The unintentional possession of such insects inside a building, other device, or vegetation on the property and/or the failure to remove any such nest, hive, colony or swarm within ten (10) days of notification of such in writing or by email by the City.

c) Furthermore, this prohibition includes honeybees (*Apis mellifera*) that are located on any property zoned R-1, R-A, A, or O-S but that are not located or maintained in compliance with the required development standards for beehive location and operation.

All such honeybee colonies shall be housed in an approved properly maintained beehive that is validly permitted annually by the Los Angeles County Agricultural Commissioner. This prohibition includes bee colonies that are: 1) occupying beehives that are validly permitted, non-complying, improperly maintained or are abandoned, 2) interfering with the normal and peaceful use of any residential property, 3) required to be relocated or exterminated as determined by a professional bee service due to observed colony behaviors that are overly aggressive, hostile or defensive, or 4) required to be destroyed by a bee specialists in order to protect other bee populations from extensive disease or damage caused by pestilences, pests and/or pesticides.

SECTION 4. Subsection 9320 A.8 of the Lakewood Municipal Code, regarding adding apiaries as an allowed land use in the R-1 (Single Family Residential) zoning district is added to read as follows:

**9320. USES PERMITTED.**

A. One or two single-family dwelling units of a permanent character placed in permanent locations, including the following accessory uses and buildings:

...

8. Apiaries. An apiary for private backyard beekeeping of honeybees (*Apis mellifera*) with no more than four (4) hives is allowed on a lot at the rate of not more than one hive per 1,500 square feet of lot area. These may be located, operated and maintained, provided such a lot is immediately adjacent to a lot zoned A (Agricultural) or O-S (Open Space) to allow a greater fly-out/fly-in bee flight path. A site plan approved by the Community Development Director or designee is required to indicate the location and number of hives proposed and to inform a potential residential backyard beekeeper that the proposed beekeeping activities comply with all of the following:

a) Registration and Identification. The beekeeper shall register each hive with the Los Angeles County Agriculture Commissioner within 30 days of establishing a hive and reregister each hive annually in January of every year thereafter, pursuant to California Food and Agricultural Code Sections 29040-29056. Each beehive shall be identified with the beehive owner's name, phone number, address, and email address that is stenciled or otherwise marked permanently and attached to the hive.

b) Hive Location. No hive shall be located within fifty (50) feet of any public street or highway, any public park, any school, any property zoned for residential uses other than those properties zoned R-1 (Single Family Residential) or R-A (Residential Agricultural) with a backyard that is adjacent to property zoned A (Agricultural) or O-S (Open Space). The following beehive locational standards shall apply:

- i) No hive shall be located in the front, side or rear yard setback areas of a lot.
- ii) No hive shall be located within four (4) feet of any property line.
- iii) Hives shall not be readily visible from a public right-of-way.

- iv) Hives shall be located between any residence and the rear property line.
- v) Hives shall be in a secure quiet location that is dark during nighttime hours.
- vi) Hive entrances shall be oriented to the south or west and a minimum ten (10) feet away from any entrance to a structure located on neighboring properties.
- vi) Multiple hives may be located together.
- c) Flight Paths. Honeybees shall be encouraged to fly up and away from the property by locating beehives as follows:
  - i) A minimum of eight (8) feet above the adjacent ground level, or
  - ii) A minimum four (4) feet away from a minimum six (6) foot tall perimeter solid wall, fence or dense hedge located on or adjacent to the property line.
- d) Water. Beehives shall have an adequate on-site continually clean, fresh, and circulating water source that does not become a breeding ground for mosquitoes.
- e) Hive Maintenance. Beekeepers shall maintain apiaries in compliance with the guidelines titled "Best Management Practices for Backyard Beekeeping in Lakewood." The Community Development Director is hereby authorized to maintain and update the guidelines from time to time, as necessary. The guidelines include recommendations regarding regular inspections, proper record keeping, swarm prevention, overcrowding reduction, disease control, deterrents to bee nectar robbing, and the need for periodic queen replacement.
- f) Beehive Design/Storage. Hives shall be painted a light color to assist in keeping hive cooler in the hot sun. Hives shall have removable frames to facilitate maintenance, regular inspections, and transfers and expansions. Hive maintenance materials and equipment shall be stored in a sealed container or placed within an enclosed building.
- g) Food Production. Apiary food production (*e.g., honey, etc.*) for sale shall be subject to regulations regarding cottage food enterprises and home-based businesses, and in compliance with Los Angeles County Public Health Department regulations.

SECTION 5. Subsection 9326 A.8. of the Lakewood Municipal Code, regarding beekeeping as an allowed land use in the Residential Agricultural (R-A) zoning district is added to read as follows:

**9326. USES PERMITTED.**

- A. One or two single-family dwelling units of a permanent character placed in permanent locations, including the following accessory uses and buildings:

...

**8. Apiaries.** An apiary for private backyard beekeeping of honeybees (*Apis mellifera*) with no more than four (4) hives is allowed on a lot at the rate of not more than one hive per 1,500 square feet of lot area. These may be located, operated and maintained, provided such a lot is immediately adjacent to a lot zoned A (Agricultural) or O-S (Open Space) to allow a greater fly-out/fly-in bee flight path. A site plan approved by the Community Development Director or designee is required to indicate the location and number of hives proposed and to inform a potential residential backyard beekeeper

that the proposed beekeeping activities comply with all the R-1 zone provisions listed in Section 9320. A.8., related to beekeeping activities.

SECTION 6. Subsections 9338 A and D.2. of the Lakewood Municipal Code, regarding apiaries as an allowed land use in the Agricultural (A) zoning district is amended to read as follows:

## **A (AGRICULTURE) ZONE REGULATIONS**

### **9338. USES PERMITTED.**

A. Any use permitted in the R-A zone subject to the same conditions except as hereinafter provided. The number of animals that may be maintained in an A zone in connection with agricultural pursuits shall be as follows. However, it shall be unlawful to keep or maintain in any A zone any hog, pig, goat, or sheep, unless otherwise permitted by this code.

...

D. Property in an A zone may be used for the following light agricultural uses in addition to the uses herein specified, provided that any accessory building, outhouse, corral, coop, hatch, pen, beehive, private shop, garage, stable, storage shed, or structure used or to be used in connection therewith be located not closer than 50 feet from any public park or any school (public or private) or any street or highway upon which such property fronts, or any area in any residential zone, unless such residentially zoned property is allowed to have an apiary:

...

2. **Commercial Greenhouses, Aviaries, and Apiaries.** All operated in compliance with state and local laws and any local regulations, standards and administrative procedures including those of the Los Angeles County Agricultural Commissioner regarding the design, operation, location, number, density, and any required annual registration of such commercial agricultural facilities.

SECTION 7. Subsection 9441. J. of the Lakewood Municipal Code, regarding uses permitted in the Open Space (OS) zoning district is hereby added to read as follows:

**J. Commercial Greenhouses, Aviaries, and Apiaries.** All operated in compliance with state and local laws and any local regulations, standards and administrative procedures including those of the Los Angeles County Agricultural Commissioner regarding the design, operation, location, number, density, and any required annual registration of such commercial agricultural facilities.

SECTION 8. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b) (3). This Ordinance has no impact on the physical environment as it will only modify administrative procedures.

SECTION 9. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent authority, such decision shall not affect the validity of the

remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 10. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. CERTIFICATION. The City Clerk shall certify the adoption of this Ordinance and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause the ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

SECTION 12. EFFECTIVE DATE. This Ordinance shall be posted or published as required by law and shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2024, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Vice Mayor Chase	_____	_____	_____
Mayor Rogers	_____	_____	_____

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

*Legislation*

ORDINANCE NO. 2024-3

AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING  
ARTICLE IX OF THE LAKEWOOD MUNICIPAL CODE  
ESTABLISHING A MIXED-USE OVERLAY ZONE AND RELATED  
DEVELOPMENT STANDARDS AND PROCEDURES.

WHEREAS, Program 10 of the General Plan Land Use Element encourages the City to explore alternative forms of zoning such as overlay zoning and performance zoning, to allow residential uses to be integrated into large commercial centers, and to increase commercial and industrial floor area ratios; and

WHEREAS, Housing Element Program A-1 of the 2021-2029 Housing Element commits the City to adopt an Ordinance establishing a Mixed-Use Overlay (MU) zoning district. The MU Overlay zone is hereby added to all properties as specified herein. This rezoning action expands the potential for residential development to no less than 125 acres citywide and is consistent with the requirements of Government Code Section 65583.2; and

WHEREAS, Housing Element Program B-4 requires development standards, including those for mixed-use projects, to be objective and promote certainty in the planning and approval process pursuant to SB 330; and

WHEREAS, the Southern California Association of Government's Regional Housing Needs Assessment (RHNA) for the sixth (6<sup>th</sup>) cycle of the housing element update for the City of Lakewood is 3,922 dwelling units, which exceeds the City's ability to plan for such growth based on the current land supply, housing density, and zoning standards; and

WHEREAS, mixed-use development has been shown to be a successful alternative method to create housing opportunities and that will provide opportunities for the City to achieve its Regional Housing Needs Assessment allocation; and

WHEREAS, establishing a comprehensive mixed-use development Ordinance will provide guidance for creating thoughtful, viable future mixed-use developments; and

WHEREAS, the Planning and Environment Commission recommended approval of this proposed mixed-use Ordinance at its public hearing on April 15, 2024.

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

SECTION 1. The City Council hereby finds and determines that each of the findings set forth above is true and correct.

SECTION 2. PURPOSE AND INTENT. Article IX of the Lakewood Municipal Code is hereby amended as provided in this Ordinance to establish and then apply an overlay zone for mixed-use development to all properties as specified herein, pursuant to Public Hearings before the Planning and Environment Commission and the City Council. The intent of the Mixed-Use Overlay (MU) zone is to allow residential uses as described in this Ordinance while continuing to allow non-residential development in accordance with underlying zone regulations for land within such zone.

SECTION 3. Section 9340.B.28 of Article IX of the Lakewood Municipal Code regarding uses permitted in the C-1 (Neighborhood Commercial) zone is hereby added to read as follows:

...

**28a. Mixed-use development subject to the conditions, limitations, and standards set forth in Section 9369.**

SECTION 4. Subsection 9302.31d of the Lakewood Municipal Code regarding the definition of Mixed-Use Development is added to read as follows:

**9302.31d. MIXED-USE DEVELOPMENT.** A development in a commercial or manufacturing zone that includes residential uses available for sale and/or rent including all permitted and conditionally permitted uses allowed under the same base zoning for commercial uses as provided in the Mixed-Use Overlay (MU) zone. A mixed-use development may also include accessory uses, open space areas, resident amenities, and parking facilities as specified.

SECTION 5. The following new Part 6B, including Sections 9369 et. seq., is hereby added to Chapter 3 of Article IX of the Lakewood Municipal Code:

#### **PART 6B**

#### **MU (MIXED-USE OVERLAY) ZONE REGULATIONS**

**9369. MIXED-USE DEVELOPMENT OVERLAY ZONE.** A Mixed-Use Overlay (MU) zone is hereby created and added to the development opportunities allowed on all properties as specified herein to provide areas within the City where mixed-use development may be constructed in order to implement the City's 2021-2029 Housing Element. The intent of the MU zone is to encourage vibrant, walkable communities, increase the availability of for-sale and/or for-rent housing choices in the City, while preserving the vitality of existing commercially and industrially zoned areas of the City. Mixed-use developments may also include amenities for residents, open space areas, internal circulation programs, and parking facilities as specified. The objectives of the Mixed-Use Overlay (MU) zone shall be as follows:

A. Expand the options and opportunities for commercially zoned properties by allowing for combinations of commercial and multi-family residential uses on the same lot subject to specific objective standards, rules, and procedures.

**B.** Create the potential for more intensive development in certain commercial and industrial areas, while providing transitional spaces between mixed-use developments and existing single-family residential zones.

**C.** Retain and bolster the City's commercial tax base by encouraging commercial uses that focus on providing goods and services at the neighborhood and regional level.

**D.** Plan for projects that achieve the desired neighborhood character through appropriate architectural design.

**E.** Affirmatively further fair housing by expanding housing choices for the City's diverse populations.

**9369.1 MIXED-USE OVERLAY PROCEDURE.** Upon approval of the Mixed-Use Overlay (MU) zone as an implementing action of the City's Housing Element, the MU zone shall apply to all properties located partially or completely within the C-1, C-3, C-4, and/or M-1 zones and having a lot area of not less than 4,500 square feet. No additional discretionary action shall be required to implement the MU zone.

**A.** A Mixed-Use Overlay (MU) zone development application shall be submitted and deemed complete prior to a ministerial review to determine compliance with the Mixed-Use Overlay (MU) zone development standards and requirements. As part of the MU development application, the Director of Community Development may require such other information as deemed necessary to render a decision on the completeness of the proposed MU development application. Additional items may include the following:

1. Utility plans showing the location of all existing and proposed sewer, electricity, water, gas, and telecommunications.

2. A conceptual grading plan showing finished grades, storm water retention and treatment facilities, and Low Impact Development features in accordance with Section 9379 et seq.

3. Street and circulation plans consistent with MU zone Development Standards, a traffic study to determine whether the project will result in conditions that exceed Level of Service (LOS) thresholds of significance in the General Plan's Master Environmental Impact Report (MEIR).

4. A Vehicle Miles Traveled (VMT) study.

5. A parking study for projects containing less than the number of parking spaces required in Section 9369.5.J unless otherwise modified by State law.

6. Architectural plans consistent with Lakewood's Objective Mixed-Use Design Standards for the Mixed-Use Overlay (MU) zone. The plans shall include existing buildings to remain, new buildings, and conversion of buildings as applicable.

7. Landscape and irrigation plans that comply with Sections 8600, 9346, and 9492.P shall be submitted according to the City's Water Conservation in Landscaping – Rules, Regulations, and Procedures.

8. Exterior lighting plans and the corresponding photometric study.

9. Sign program, if applicable.

10. Waste collection and recycling procedures program.

11. Public Safety and Security Plan.

**B.** Once the Mixed-Use Overlay (MU) zone development application is deemed complete, staff shall conduct a ministerial review of the project to determine the project's compliance with

the development standards of this section. Staff shall alert the applicant of any areas where the plans do not comply with the development standards and/or if the plans as proposed require a Conditional Use Permit or other discretionary action.

C. Following satisfactory completion of the steps in subsection B above, staff shall approve the proposed project and grant the land use entitlement.

**9369.2 USES PERMITTED.** Uses specifically allowed for mixed-use developments are set forth below and shall comply with the zoning regulations and development standards applicable to both the MU zone district and the underlying zone district.

A. Uses permitted as a matter of course in the applicable underlying zone and which are not co-located within a residential building.

B. Conditionally permitted uses for which a conditional use permit has been granted and which remain in full force and effect and that are not co-located within a residential building.

C. Non-habitable accessory structures including arbors, cabanas, colonnades, and unenclosed patio covers.

D. Multi-family residential housing units, as part of a horizontal or vertical mixed-use development or stand-alone, and accessory and appurtenant uses thereto including but not limited to:

1. Residential – Apartments.
2. Residential – For-Sale Units (e.g., townhomes or condominiums).
3. Residential – Housing for elderly or disabled persons as defined in Section 9302.19a.
4. Residential – live/work and artist lofts.
5. All land uses permitted as a matter of course under the base zoning within a residential building.

**9369.3 USES PERMITTED SUBJECT TO A CONDITIONAL USE PERMIT.** The following land uses shall be allowed only with a Conditional Use Permit and subject to underlying zoning regulations within a mixed-use building containing residential units.

A. Restaurants or establishments selling alcoholic beverages for on-site consumption where the restaurant or establishment is located within a mixed-use building containing residential units.

B. Commercial recreation with a lease area or floor area 10,000 square feet or greater and where the use is located within a mixed-use building containing residential units.

C. Mixed-use buildings containing residential units exceeding the building height allowed in Section 9369.5.C.

D. Housing for elderly or disabled persons at standards less restrictive or different than those set forth in this Part. In determining whether or not a Conditional Use Permit shall be issued in authorizing different development standards, the Planning and Environment Commission shall consider the factors listed in Section 9332.1.B with respect to Availability of Services, Establishment of Need, and Denial for Incompatibility. Any housing project for elderly or disabled persons for which a Conditional Use Permit is issued with less restrictive or different standards shall in any case meet the minimum requirements contained in Section 9332.1.C.

E. Off-street parking for residential units at a ratio less than that required under Section 9369.5.J.

**F. Uses not specified.** The PEC may grant approval of a Conditional Use Permit to allow a non-residential use not specified elsewhere in this Part if it finds that the proposed non-residential use will not have an adverse impact on the residential land uses on the project site, adjacent uses, or otherwise negatively impacts adjacent uses or the surrounding area.

**9369.4 RESTRICTED LAND USES.** The following use restrictions shall apply to mixed-use buildings containing residential units in the Mixed-Use Overlay (MU) zone:

**A. Commercial recreation facilities** with a lease area or floor area less than 10,000 square feet. The hours of operation for such facilities shall be limited to 6:00 AM to 10:00 PM.

**B. Live entertainment, dancing, and similar uses** where the use is located within a mixed-use building containing residential units shall obtain a permit from the Permit and License Hearing Board pursuant to Article VI. This section does not permit adult entertainment businesses.

**9369.5 MIXED-USE DEVELOPMENT STANDARDS.**

**A. Minimum Lot Area.** All Mixed-Use Overlay (MU) zone parcels developed with a building or buildings containing residential units shall have a lot area of no less than 4,500 square feet. This provision shall not apply to for-sale residential units such as condominiums.

**B. Yard Requirements.** Any building in a mixed-use development containing residential units shall observe the following setback requirements from the public right-of-way.

1. Mixed-use buildings within a MU zone containing residential units: Front yard: 10 feet (10') from a collector street, minor arterial roadway, or major arterial roadway.

2. Side yard - no side yard setback required unless the project site abuts property located in the R-1 (Single-Family Residential), R-A (Single-Family Residential – Limited Agriculture) zone, or PD-SF (Single Family Dwelling Unit Planned Development) zone in which case the side yard setback shall be not less than 30 feet (30').

3. Rear yard – no rear yard setback required unless the project site abuts property located in the R-1, R-A, or PD-SF zone, in which case the rear yard setback shall be not less than 30 feet (30').

**C. Building Height.** Any mixed-use building containing residential units shall observe the following building height requirements as follows:

1. C-1 zone allows up to two (2) stories or 35 feet, whichever is less.

2. C-3 zone allows up to three (3) stories or 50 feet, whichever is less.

3. C-4 zone allows up to four (4) stories or 65 feet, whichever is less.

4. Regional Shopping Centers not more than 85 feet in height.

5. M-1 zone allows up to five (5) stories or 85 feet, whichever is less.

6. For the purposes of this Section, ground level stories, including those utilized for commercial space or vehicle parking, shall not exceed 20 feet (20') as measured from floor to ceiling, and all subsequent floors shall not exceed 15 feet (15') feet in height as measured from floor to ceiling. If the garage is at grade level, then it counts as a story. A semi-subterranean garage shall be considered as a story when more than 50% of the height of that floor is above finished grade. If more than 50% of the height of that floor is below finished grade then such a floor does not count as a story for the purposes of determining building height.

7. Non-residential spaces with taller ceilings including primary entrances, lofts, mezzanines, and similar features are allowed, provided they do not exceed 10% of the ground floor

area of the entire building. Residential spaces with taller ceilings may be permitted to accommodate lofts and mezzanines as permitted by the Building Code.

8. Penthouses or roof structures may exceed the building heights of this Section pursuant to Section 9380.

9. Daylight Plane. No portion of the building volume shall encroach into a daylight plane of an existing single-family residential dwelling. The daylight plane is measured at the beginning of any point 25 feet (25') above the property line abutting any lot with an existing single-family residential dwelling and sloping upward at a 45-degree angle toward the interior of the project site.

**D. Floor Area.** The following minimum floor area requirements shall apply to residential dwelling units within a mixed-use development.

1. Efficiency Units: 150 square feet. Efficiency units per Health and Safety Code Section 17958.1 and shall identified by labeling such units on the floor plan submittal.
2. Studio and One-Bedroom Units: Not less than 360 square feet.
3. Two-Bedroom Units: Not less than 650 square feet.
4. Three or more Bedroom Units: Not less than 650 square feet, plus 70 square feet for each additional bedroom over two bedrooms.

**E. Private Open Space.** An average of 70 square feet of exterior private open space shall be provided for each residential unit in a mixed-use development. Units facing an interior courtyard at an angle 135 degrees or less from another unit facing the same interior courtyard shall not be required to provide private open space. Required front yard areas shall not count toward this requirement. All private open space areas shall comply with the following standards:

1. Private open space may include patios, porches, (including covered, unenclosed patios), balconies, and sundecks.

2. Private open space shall be contiguous to, and directly accessible to the occupants of, the dwelling units served by the private open space.

3. The minimum interior dimension for any private open space shall be at least six feet (6') in any horizontal direction. More than one private open space area may be provided for each residential unit, however, the minimum dimension for each private open space shall be at least six feet (6').

4. All private open space shall be developed and maintained in a neat and orderly manner for the safety of the residents and adjacent areas. Private open space areas shall be adequately surfaced with concrete, tile, brick, composite, or similar weather resistant material.

5. Private open space areas shall be separated from adjacent areas with a fence or wall at least 42 inches (42") in height.

6. **Private Storage Space.** Each dwelling unit shall be provided with an enclosed private storage space with a minimum capacity of 125 cubic feet. The minimum interior dimension for any private storage space shall be at least four feet (4') in any direction. More than one private storage space area may be provided for each residential unit. Private storage spaces may be located adjacent to its assigned residential unit, within a residential unit but not including closets inside of a bedroom, adjacent to the central mailbox area, or adjacent to the same parking area serving its assigned residential unit.

**F. Mailboxes.** Each mixed-use building containing residential units shall include a covered area serving as a central mailbox area for the residential units.

**G. Common Open Space.** A minimum of 75 square feet of open space shall be provided for each dwelling unit for the exclusive use of residents of the development. Common open space areas shall be located at or above ground level and shall comply with the following standards:

1. Exterior common open space may include arbors, balconies, cabanas, colonnades, dog parks, patios (including covered, unenclosed patios), spas, sundecks, swimming pool areas, and other outdoor areas suitable for active uses as determined acceptable by the Director of Community Development. Exterior common open space areas shall be consolidated and provided at a ratio of one common open space area up to 100 residential units or portion thereof.

2. Interior common open space shall count toward a maximum of 25% of the common open space requirement provided the entire area of the interior common open space is designed and made available for the exclusive use by the development's residents. Interior common open space may include community rooms, childcare facilities, event rooms, gymnasiums, lounges, recreation rooms, saunas, and other indoor areas suitable for common activity uses as determined acceptable by the Director of Community Development.

3. The minimum dimension for any common open space shall be not less than 10 feet (10') in any horizontal direction.

4. No portion of any parking space, driveway, or utility area, including pool equipment areas and/or trash areas, shall constitute common or private open space. Required front yard areas and other passive landscaped areas shall not count towards required common open space.

5. All common open space areas shall include seating. Site furniture shall use graffiti-resistant materials and/or coatings, as well as skateboard deterrent devices to retain the attractiveness of the site's furniture as appropriate.

6. All common open space areas shall be developed and maintained in a neat and orderly manner for the safety of the residents and adjacent areas. Common open space areas shall be adequately surfaced with concrete, tile, brick, composite, decomposed granite, or similar weather resistant material.

7. Not less than one amenity shall be included as part of each mixed-use development containing residential units. Amenities may include area features such as barbecues, community gardens, dining furniture, pet exercise areas, pet washes, fire pits, fireplaces, game courts, gymnasiums, playground equipment, putting greens, saunas, sitting areas, swimming pools and/or spas, tot lot, and other amenities as determined acceptable by the Director of Community Development.

8. All common open space areas shall be secured with minimum six-foot tall fences and/or walls to prevent unauthorized entry. All exterior doors and gates to such areas shall be fitted with locks to allow exclusive access to residents and shall remain accessible to those with mobility challenges.

9. A minimum of ten percent (10%) of exterior common open space areas shall be landscaped but shall not exceed 20% of the total exterior common open space area.

**H. On-Site Circulation.** On-site circulation pertains to the movement and storage of vehicles (including vehicles belonging to residents, customers, visitors, employees, delivery, and services), bicycles, and pedestrians.

1. Pedestrian Circulation

a. A comprehensive pedestrian circulation plan shall be submitted for each MU development and shall include a network of pedestrian walkways that connect the public right-of-

way, parking areas, main building entrances, common open space areas, and commercial components. The walkways shall be clearly marked at entry points and crosswalks (e.g., special paving, coloring, or texture). The pedestrian circulation plan shall include the location and types of features such as arbors, benches, trash/recycle cans, pedestrian-oriented lighting and way-finding signs at key points along the walkways, such as intersections, main building entrances, connections to public sidewalks as appropriate, and easements as required.

b. Crosswalks providing access to buildings containing residential units shall have a different paving material or pattern than adjacent driveway surfaces to delineate the pedestrian path of travel.

c. Walkways shall not be less than 36 inches in width, clear of any obstructions including trees, light poles, bicycle racks, street amenities, and/or barriers that would otherwise impede pedestrian movements.

d. Walkways shall have a slope no greater than the maximum allowed by the Building Code for accessibility.

e. Walkways shall be illuminated with either light standards or building-mounted lighting, or a combination of the two.

2. Bicycle Circulation

a. A comprehensive bicycle circulation plan shall be submitted with each mixed-use development application and shall demonstrate connections with existing public bicycle paths and routes. The mixed-use development shall provide short-term and long-term bicycle storage facilities. Bicycle connections shall be incorporated to connect between adjoining residential, common open space, and commercial elements of each mixed-use development. The bicycle circulation plan shall include the locations and types of traffic control devices and signs.

b. Bicycle racks or bicycle lockers for residents shall be provided at the rate of one bicycle space per 20 parking spaces.

c. Bicycle racks or bicycle lockers for residents shall be placed in public view and shall be within 50 feet of main building entrances.

3. Vehicle Circulation and Driveways

a. A comprehensive vehicle circulation plan shall be submitted for each mixed-use development and shall include a network of private streets and/or driveways that connect the public right-of-way, parking areas, and delivery areas. The vehicle circulation plan shall include the locations and types of vehicle traffic control devices, signs, signals, and easements.

b. Driveways and drive aisles shall have a minimum width of twelve feet (12') for each travel direction unless a greater width is required by the Building Code or Fire Code.

c. Entrances to parking garages and other parking areas where access is controlled by parking arms shall provide a queuing length of not less than 20 feet in front of the parking arm and the entrance to the garage or parking area.

d. Crosswalks providing access to buildings containing residential units shall have a different paving material or pattern than adjacent driveway surfaces to delineate the pedestrian path of travel.

**J. Mixed-Use Overlay (MU) Zone Parking Standards.** At the time of construction of any mixed-use development containing residential units, or any time any such building or development is enlarged or increased in capacity by adding residential units and/or the number of bedrooms in the residential units, there shall be provided for increased capacity, the following minimum on-site

parking spaces, with adequate provisions for safe ingress and egress, and said parking spaces shall thereafter be maintained in connection with such building or development and use of land. Parking requirements for a mixed-use building containing residential units shall be in addition to the parking requirements for the non-residential uses within that building and/or on the site.

1. For mixed-use projects within the C-1, C-3, and C-4 zones, two (2) on-site parking spaces shall be provided for each residential unit containing up to two (2) bedrooms, two and one-half (2.5) parking spaces for each residential unit containing three (3) or more bedrooms, plus an additional 10% of the total required on-site parking shall be provided and maintained for guest parking.

2. For mixed-use projects within a Regional Shopping Center and the M-1 zones, one (1) on-site parking space shall be provided for each bedroom, plus one (1) space for each studio unit, plus an additional 10% of the total required on-site parking shall be provided for guest parking. Not more than two (2) parking spaces shall be required for units with more than two bedrooms.

3. A lesser amount of parking may be approved by the Planning and Environment Commission (PEC) upon the PEC's approval of a Conditional Use Permit that justifies through a parking study that a lesser amount of parking will provide adequate parking for all uses on the site. These parking requirements shall not apply to the extent modified or waived by application of State law.

4. Parking for non-residential uses shall be provided in accordance with Section 9490.

5. Residential parking spaces shall not be located within the required front yard.

6. At least one parking space for each residential unit shall be within a garage, carport, or shall otherwise be covered.

7. Parking stall dimensions and design criteria. The minimum dimensions of a standard size residential parking stall shall be not less than nine feet (9') in width by 18 feet (18') in depth. The minimum dimensions of a compact size residential parking stall shall be not less than eight feet (8') in width by 16 feet (16') in depth.

8. Not more than 40% of the required parking stalls may be compact parking stalls. Each compact parking stall shall be clearly marked as "COMPACT" in 12-inch tall letters painted to contrast the parking surface.

9. All parallel parking spaces shall be not less than nine feet (9') in width by 24 feet (24') in length.

10. Tandem parking spaces shall only be permitted for efficiency and studio residential units. In no case shall the number of tandem parking spaces exceed 10% of the total number of required residential parking spaces.

11. No trailers, boats on trailers, inoperative vehicles (for more than 30 days), recreational vehicles, or other such vehicles shall be stored in any garage, parking space, or any other location in a mixed-use development, and no non-emergency auto repairs shall be allowed in any open parking space, garage space, or any other location in a mixed-use development.

12. The number, dimensions, location, and design of accessible parking spaces for the disabled shall be provided in accordance with the California Building Code and the Green Building Code.

13. Ninety-degree (90°) parking stalls shall have a drive aisle back-up width of not less than 24 feet. Wider drive aisle shall be provided to the satisfaction of the Fire Chief to accommodate fire department vehicles. Angled parking stalls shall have a drive aisle back-up

width in accordance with the charts, diagrams, and standards on file in the office of the Director of Community Development.

14. All parking stalls shall be double-striped in accordance with the charts, diagrams, and standards on file in the office of the Director of Community Development.

15. Residential parking spaces in open garages and parking areas shall be assigned and painted to their corresponding residential unit number in minimum 12-inch tall letters painted to contrast the parking surface.

16. The number and location of electric vehicle capable and electric vehicle charging stations shall be provided in accordance with the California Green Building Code.

17. Access to parking garages and other parking areas where parking is reserved for residents shall be controlled by gates, parking arms, or other traffic barrier system.

**K. Mixed-Use Parking Space Separate Rental Prohibited.** The requirement herein for on-site parking spaces in a mixed-use building containing residential units is designed to provide vehicle parking for residents and guests of residential units in a mixed-use building in a safe and secure manner. In order to assure the availability of such parking spaces, it is hereby made unlawful for any tenant to sublet any of the aforementioned parking spaces.

**L. Delivery and Loading Zones.**

1. One (1) 10' x 25' delivery space shall be provided for every 45,000 square feet of gross commercial floor area or portion thereof.

2. One (1) 10' x 25' delivery space shall be provided for each 350 residential units in a mixed-use building.

3. One (1) standard-size residential parking space shall be provided as a passenger loading zone for each 50 residential units in a mixed-use building.

4. Each delivery space stall shall be clearly marked as "LOADING ZONE ONLY" and passenger loading zone shall be clearly marked as "PASSENGER LOADING ONLY" in minimum 12-inch tall letters painted to contrast the parking surface.

5. Non-residential loading zones shall be located at the rear of the building and shall be concealed from the public right-of-way using a wall or landscape screen.

**M. Fences, Walls, and Hedges.** Fences, walls, and hedges shall comply with Section 9384. However, fences, walls, and hedges not sharing a common lot line with property in the R-1, R-A, PD-SF, M-F-R, or PD-MF zone may exceed the height limits prescribed in Section 9384 subject to prior approval from the Development Review Board without having to obtain a conditional use permit.

**N. Mechanical, Electrical, and Plumbing Installations.**

1. Air condition condensers, heat pumps, and similar equipment shall not be located within required yards. Roof-mounted equipment shall be located behind parapets and shall not be visible from ground level. Equipment located on patios, porches, decks, and balconies shall be screened from view by a solid wall matching the architecture of the building. All conduit and line set shall be located within the building.

2. All electrical equipment rooms, electrical panels, and similar enclosures shall be flush with the exterior surface of the building. All doors and covers shall be painted to match adjacent wall surfaces. All conduit shall be located within the building. All electrical utility lines shall be located underground.

3. Photovoltaic panels and solar water heater panels may be roof mounted or located above open parking areas. All conduit and plumbing shall be located within the building or structure and shall not be run between buildings above grade. Connecting conduit shall be painted to match adjacent surfaces.

4. All water heaters, water softeners, and similar appliances shall be located within the building envelope. All plumbing and conduit shall be located within the building.

5. Wireless facilities on private property shall comply with Part 21 commencing with Section 9600.

**O. Landscaping.**

1. Plans shall be submitted for all proposed landscape areas in accordance with the City's Water Conservation in Landscaping Ordinance.

2. All landscape areas shall comply with Sections 9346 and 9369.5.G.9, and with the City's Objective Mixed-Use Design Standards, as applicable.

3. All landscape areas shall be developed and maintained for the safety of residents and visitors.

**P. Waste Collection Procedures.** The construction debris and waste collection procedures program and trash enclosures shall comply with current City and State requirements and standards. The property owner shall prepare and obtain approval from the City Public Works Department a comprehensive solid waste collection and recycling procedures program. This shall be reviewed and be acceptable to the City Public Works Department. The waste collection and recycling procedures program shall include:

1. Types, size, and location of bins, as well as the frequency of pickup to satisfy volume.

2. Sufficient capacity and storage areas for all required forms of collection, this includes normal solid waste, required recycling, and required organic (food and landscape cuttings) waste storage, as required to comply with all related current state laws.

3. Methods to address compliance with SB 1383 (Lara 2016) regarding organic recycling and the required reduction of Short-Lived Climate Pollutants (SLCP), such as methane, hydrofluorocarbon gases, and anthropogenic black carbon, as applicable.

4. The waste collection program shall address any use of a trash compactor and the external storage of wood pallets and bales of compacted cardboard.

5. The waste collection program shall include a schedule for cleaning the trash enclosure or trash room and trash chutes.

6. Any trash enclosure or trash room is required to be properly maintained by the property owner/operator/tenant with all trash inside the authorized collection devices. No spillover or other external storage of debris or waste is permitted.

7. All trash bins shall either be located inside the building or in an exterior fully secured, roofed, illuminated, and lockable trash enclosure. There shall be no unscreened and/or unsecured exterior storage of waste materials.

8. All trash enclosures shall comply with the current City guidelines for a fully secured trash enclosure. Fully secured trash enclosures shall be constructed with:

- a. A rainproof roof tall enough to accommodate fully opening the top of the bins;
- b. Welded wire mesh between the roof and wall with no gap greater than two inches;
- c. Lockable access doors or gates with and shall be self-closing; and

d. The trash enclosure area shall be illuminated during all hours of darkness to discourage unauthorized access, disposal, vandalism, or scavenging.

9. The trash enclosure shall have on each side thereof a solid reinforced masonry wall of not less than five feet (5') height except for openings. All openings shall be equipped with lockable steel gates or doors. Such doors or gates shall at all times be equipped with fully operating, self-closing devices.

10. At least one door or gate, at least three feet (3') in width, shall be provided to afford pedestrian access to the trash enclosure or trash room. The door or gate shall at all times be located and maintained at such a place and in such a fashion that access to the storage area for the deposit and removal of garbage, organic waste, recyclables, refuse, and trash is reasonably accessible.

11. There shall be provided and maintained within two hundred feet (200') of each mixed-use building a trash enclosure for the purpose of storing garbage, organic waste, recyclables, refuse, and trash of all persons and businesses occupying any mixed-use residential or non-residential building.

12. Mixed-use buildings containing residential units, and which are more than two stories in height shall include trash chute doors at each floor that lead to trash chutes for each waste stream that lead directly to the appropriate solid waste, required recycling, and required organic (food scraps) waste storage bin, as appropriate. Trash chutes shall be located in such a manner that no residential unit shall be farther than two hundred feet (200') from a trash chute.

**9369.6 OPERATIONAL STANDARDS.** The following standards shall be implemented as part of a mixed-use development to protect residents from late night noise and light and to ensure the safety and security of commercial and residential uses and their visitors.

**A. Hours of operation.**

1. No commercial distributors shall unload or deliver any food, goods, wares, merchandise, or other personal property to any place of business, between the hours of 10:01 P.M. and 6:00 A.M. of the following day within 30 feet of any residential unit. Quick-serve deliveries of food, groceries, or goods to individual residents are permitted.

2. No delivery driver shall operate, honk or sound any horn or vehicular sounding device for the purpose of such a delivery, between the hours of 10:01 P.M. and 6:00 A.M. of the following day within 30 feet of any residential unit.

3. Commercial establishments located within 30 feet of any residence shall not empty any trash, including bottles and cans, into an outdoor trash bin between the hours of 10:01 P.M. and 6:00 A.M. of the following day. This condition does not apply to interior trash chutes.

**B. Noise.**

1. Sounds generated by businesses located within a building containing residential units shall not exceed 45 dB(A) within any residential unit.

**C. Exterior Lighting.**

1. Exterior lighting of parking areas, parking structures, walkways, and grounds shall be designed and arranged so as not to reflect direct or indirect light upon abutting or adjacent properties outside of the project site, with a maximum light spill of point .5 foot-candles as measured at grade level at property line.

2. Exterior lighting of parking areas, parking structures, walkways, and grounds shall be designed and arranged in order to provide safe use thereof.

3. Exterior lighting shall not exceed an average of two (2) foot-candles on exterior elevations of a mixed-use building containing residential units as measured at each story containing such units.

4. Security lighting shall be provided at the front and rear entrance of each tenant space.

**D. Public Safety and Security Plan.** The property owner shall prepare, submit, and obtain approval of a Public Safety and Security Plan (PSSP) to the Lakewood Public Safety Department (PSD), prior to final inspection and/or occupancy of the Project. The PSSP shall be reviewed in coordination with the Los Angeles County Sheriff's Department (Sheriff's Department). The PSSP shall include:

1. Letter of Agency. The applicant shall sign a Letter of Agency with the Sheriff's Department to authorize on-site enforcement for loitering, trespassing, vandalism, etc.

2. Liaison Relationship. Building management shall establish an on-going liaison relationship with members of the Sheriff's Department and the Lakewood PSD staff so that communication can be timely and effective when problems occur. This relationship shall include providing to the Sheriff's Department and Lakewood PSD the applicant's written store security protocols.

3. Management. A statement that a manager or supervisor 18 years of age or older shall be available during all hours of operation, that any loitering shall be strictly monitored and aggressively discouraged by management, and that management shall immediately notify law enforcement should they observe any criminal activity.

4. Security System. Following approval from the Lakewood PSD, a state-of-the-art security system shall be designed and installed that include: a) 24-hour, closed circuit video cameras with audio capabilities; b) color monitors; and c) alarm/panic systems. The security backup data shall be stored for 30 days in an off-site location and shall be made available to law enforcement when requested.

5. Storage medium. On-site storage medium shall be secured in such a manner as to not facilitate the easy removal by unauthorized personnel or by staff under duress.

6. POS View. Store windows and doors shall continuously maintain a clear view from adjacent streets or driveways to the point-of-sale (POS) cash register(s).

7. Service Doors. Service doors shall be equipped on the inside with an automatic locking and alarm device. These doors shall always be closed, except for deliveries.

8. Unauthorized Access. To discourage unauthorized access to residential common space areas, service areas, and similar restricted areas, all doors and gates shall be equipped with self-closing devices and required panic hardware and shall remain closed at all times except when necessary for ingress or egress.

9. Parking Signage. Site plans and floor plans shall be prepared showing the locations of "NO LOITERING" signs placed and remain clearly posted in and around parking areas.

#### **9369.7 OBJECTIVE DESIGN STANDARDS.**

Lakewood's Objective Design Standards for the Mixed-Use Overlay (MU) zone is a separate document providing key, objective requirements for the development of mixed-use projects in Lakewood's C-1, C-3, C-4, and M-1 zones. The Objective Mixed-Use Design Standards shall become effective following adoption by City Council resolution. The Director of Community

Development shall prepare the Objective Mixed-Use Design Standards and is authorized to update the Objective Mixed-Use Design Standards from time to time.

SECTION 6. Section 9500 et seq. of the Lakewood Municipal Code regarding Sign Regulations is amended to read as follows:

**9502.28.a PROJECTING IDENTIFICATION SIGN.** A sign identifying the address, logo, and/or name of a mixed-use building containing residential units where the sign is placed.

**9503. GENERAL REGULATIONS**

**A. PROHIBITED SIGNS.** The following signs are not allowed, except as otherwise provided in this Part; Any flag-type A-frame, H-wire frame, or other moveable sidewalk signs, pennants, balloons, inflated, air-infused, any mechanical mannequin or human sign holders or twirlers and any vehicles or trailers being used as portable signs. No sign, except as otherwise provided by this Part, shall be erected, maintained, approved, or permitted where the sign:

1. Illumination exceeds .5 foot-candles at any residential property line, except at the exterior elevations of a mixed-use building containing residential units as measured at each story containing such units, exterior lighting shall not exceed an average of two (2) foot-candles.

**9506. SIGNS IN COMMERCIAL AND MANUFACTURING ZONES.** Any sign not prohibited by Section 9503 or exempted by Section 9504 shall be allowed in any commercial or any manufacturing zone, subject to the general provisions of Section 9505 and, in addition, shall be subject to the following conditions and limitations. The provisions of this Section shall also apply to residential mixed-use buildings.

...

**B. NON-FREESTANDING SIGNS.**

...

1. Prohibited. No sign except those exempted by Section 9504 may be placed on a building elevation which faces a residential zone less than ~~20~~50 feet away from that sign: unless the residential use is part of a mixed-use development.

...

9. Projecting Identification Signs. Projecting Identification Signs may be attached to the exterior of a mixed-use building containing residential units subject to the standards below:

a. Projecting Identification Signs shall be permitted as an alternative to and not in addition to any other allowed Identification Signs for the elevation upon which they are placed.

b. Projection Identification Signs shall not hang over or otherwise encroach into the public right-of-way.

c. There shall be not more than four (4) Projecting Identification Signs for each mixed-use building containing residential units.

d. There shall be not more than one (1) Projecting Identification Sign per building elevation.

e. Projecting Identification Signs shall not be placed on a building elevation which faces an R-1, R-A, PD-SF, M-F-R, or PD-MF residential zone less than 50 feet away from that sign.

f. The sign area of each Projecting Identification Sign shall not exceed one-half (0.5) square-foot per linear foot of the elevation upon which the sign is located, as measured horizontally at ground level.

g. A Projecting Identification Sign shall have a minimum clearance of 12 feet between the bottom of such sign and finished grade.

h. The maximum allowable projection from the wall surface to which a sign is attached shall not exceed 10 percent (10%) of the height of the building elevation upon which it is placed.

i. A Projecting Identification Sign shall be located a minimum of 15 feet (15') from any common property line.

SECTION 7. CEQA. This Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) which is the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. This Ordinance has no impact on the physical environment as it will only modify administrative procedures and not result in any changes to the physical environment.

SECTION 8. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance, is for any reason held to be invalid, unenforceable or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any other person or circumstance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraph, sentences, clauses, phrases, or portions thereof be declared invalid, unenforceable or unconstitutional.

SECTION 9. CONTINUITY. To the extent the provisions of the Lakewood Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as they read immediately prior to the adoption of this Ordinance, then those provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 10. CERTIFICATION. The City Clerk shall certify the adoption of this Ordinance and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause the Ordinance within 15 days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2024, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Vice Mayor Chase	_____	_____	_____
Mayor Rogers	_____	_____	_____

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

*Reports*

## **COUNCIL AGENDA**

June 11, 2024

**TO:** Honorable Mayor and City Council

**SUBJECT:** 605 All Star Band Donation Request

### **INTRODUCTION**

The 605 All Star Band, representing 500 students from Artesia, Bellflower, Cerritos, Gahr, John Glenn, La Mirada, Mayfair and Norwalk high schools, has been selected by The Pasadena Tournament of Roses® Association to march in the 136<sup>th</sup> Rose Parade® on January 1, 2025. According to the Pasadena Tournament of Roses® Association, the Rose Parade® airs nationally to an audience of more than 50 million viewers, is broadcasted internationally in more than 170 countries, and garners a live audience of more than 700,000 spectators annually. Thousands of audition videos are submitted each year and the Association has narrowed the field of participants for the 136<sup>th</sup> Rose Parade® to 20 bands, inclusive of the 605 All Star Band led by Thomas Philips, band director at Mayfair High School.

### **STATEMENT OF FACT**

To get in physical shape and enhance their marching skills for the 5.5-mile Rose Parade® route, the 605 All Star band will march in four parades in the month of December, including a proposed practice march from Bellflower Middle/High School to Mayfair Park on Sunday, December 1, 2024.

The accompanying letter from Mr. Thomas Philips requests support from the cities of Bellflower and Lakewood to jointly work together to provide street closures and Public Safety support to divert and/or hold opposing traffic as the parade of students marches along the proposed route. The proposed parade route will depart from Ron Yary Stadium at Bellflower Middle/High School on Alondra Avenue going east and then head south on Woodruff Avenue. The parade will then travel west on South Street and disband at Mayfair Park.

The band is also requesting the following:

1. To carry the City of Lakewood flag during the proposed practice parade and Rose Parade®.
2. Supportive marketing through all possible city outlets, including press releases, eMag, and the city's social media platforms.
3. Make a donation to help offset participation costs for approximately 150 students attending Mayfair and Artesia high schools. Participation expenses are estimated at \$572 per student.

City expenses to support the proposed practice parade on December 1, 2024, could exceed \$10,000, as four city departments, Public Safety, Public Works, Recreation and Community Services and Communications, would assist in the development, coordination and execution of the practice parade.

## **SUMMARY**


Press Telegram journalist Rich Archbold wrote an article highlighting the acceptance of the 605 All Star Band onto the upcoming slate of performing bands at the 136<sup>th</sup> Rose Parade® on January 1, 2025. He noted that the 605 All Star Band, with 360 in the marching band and 47 in the color guard, will be one of the largest bands, if not the largest, to ever march in the Rose Parade®. Additionally, the last time a high school in Lakewood performed in the Rose Parade® was in 1976 when the Lakewood High School Marching Band was selected to march.

The council's Community Promotions Committee considered this request at their April 22, 2024 meeting and approved the in-kind support as recommended by city staff as well as a \$5,000 financial support to be forwarded to the entire City Council for concurrence.

## **RECOMMENDATION**

- 1) Approve \$5,000 from the General Fund as a contribution to the 605 All-Star Band; and
- 2) Authorize the City Manager or designee to coordinate with the 605 All Star Band and the City of Bellflower on a moving street closure for a practice parade march on December 1, 2024; and
- 3) Approve the City to provide in-kind services to assist with the practice parade.

  
Valarie Frost  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager



April 14, 2024

Dear Cities of Bellflower (Mayor Dan Koops) and Lakewood (Vice Mayor Todd Rogers):

I want to say "thank you" for having city staff meet with myself and my colleagues last month as we presented our projects to both cities to promote and fundraise for the 605 All Star Band. This "super band" will march in the Tournament of Roses Parade in Pasadena on January 1, 2025.

I am officially asking both cities to work together to help build a parade that will march through both cities on December 1, 2025, beginning at 1:30 PM to 3:30 PM.

The parade will be departing from: Ron Yary Stadium on Alondra Ave. going east and then heading south on Woodruff Ave. The parade will then go west on South Street and disbanding at Mayfair Park. We are asking for both cities to advertise on social media, send press releases, make posters and banners to help promote the local high schools (Artesia, Bellflower, and Mayfair), and the 500 students who will participate in the parade. We are requesting your combined efforts for street closures and Sherriff's support to help divert and hold opposing traffic as the parade marches through this planned route.

To offset the participation costs of \$572.00 per student, we are asking for a donation to each of the three high schools from each city. The band may be as big as 500 from all 8 schools participating, but our three schools have approximately 75 students each who have signed up. Any amount to help offset their expenses would be appreciated.

The other band directors and I look forward to assisting both cities for this once in a lifetime endeavor for students. Thank you in advance for both Bellflower and Lakewood working together to create an amazing hometown parade to promote the band, our students, civic pride and our two great cities.

Thank you,

Thomas Philips  
Band Director

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

# *Housing Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 5/30/2024**

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
		<hr/>
		<b>18,000.00</b>

Council Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

Attest

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Director of Finance and Administrative Services

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

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
05/30/2024	KINERMON, SAMUEL & RUBY	18,000.00
	<b>Totals:</b>	<b>18,000.00</b>