

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

August 9, 2022, 7:30 p.m.

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE: Girl Scout Troop 3433

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

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Captain Dan Holguin, Lakewood Sheriff's Station, Regarding Quarterly Public Safety Report

ROUTINE ITEMS:

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

- RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held June 14, July 12, and July 26, 2022
- RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.
- RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.
- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council receive and file the report.
- RI-5 RESOLUTION NO. 2022-53; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS - Staff recommends City Council adopt proposed resolution.
- RI-6 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - JUNE 2022 - Staff recommends City Council receive and file the report.
- RI-7 QUARTERLY SCHEDULE OF INVESTMENTS - JUNE 30, 2022 - Staff recommends City Council receive and file the report.

City Council Agenda

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ROUTINE ITEMS: - Continued

- RI-8 APPROVAL OF AGREEMENT TO EXTEND PRIVATE SECURITY PATROLS - Staff recommends City Council approve an agreement with Southwest Patrol, Inc. to extend private security patrol services through October 11, 2022 and authorize the City Manager to sign the agreement as approved by the City Attorney.
- RI-9 JUSTICE ASSISTANCE GRANT PROGRAM FUNDING FOR LICENSE PLATE READER SYSTEM - Staff recommends City Council approve the proposed JAG Program funding project for the purchase of a vehicle mounted License Plate Reader system; authorize the Mayor to sign the Certifications and Assurances by the Chief Executive of the Applicant Government; authorize the City Manager to sign the appropriate award acceptance documents; and direct the Director of Finance & Administrative Services to appropriate \$18,608 of JAG funds in the FY2022-2023 budget.
- RI-10 REIMBURSEMENT AGREEMENTS FOR LONG BEACH TRANSIT FIXED ROUTE SUBSIDY AND DIAL-A-LIFT SERVICES - Staff recommends City Council authorize Mayor to sign reimbursement agreements with Long Beach Transit for fixed route bus services and dial-a-lift services.
- RI-11 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENTS – COVID RELIEF, RESOLUTION NO. 2022-54 THROUGH NO. 2022-59 - Staff recommends City Council approve the resolutions which authorize and direct the Mayor to execute the agreements with Community Family Guidance Center, Human Services Association, Lakewood Meals on Wheels, Mothers at Work, Pathways Volunteer Hospice and Su Casa to provide services to the residents of Lakewood for the period of July 1, 2020, to June 30, 2021.
- RI-12 WATER RIGHTS LEASE AGREEMENT WITH GOLDEN STATE WATER COMPANY (GSWC) - Staff recommends City Council approve the lease of 1,840 acre-feet of FY 21/22 Central Basin groundwater extraction rights to the Golden State Water Company for \$303,600; and authorize its execution by Mayor on behalf of City upon approval of City Attorney as to form.
- RI-13 CHARTER BUS AGREEMENT WITH NADA BUS, INCORPORATED - Staff recommends City Council approve the Charter Bus Agreement with Nada Bus, Incorporated to contract services from the carrier for the period of August 10, 2022 to June 30, 2023.

PUBLIC HEARINGS:

- 1.1 GENERAL PLAN AMENDMENT NO. 2022-2, 2021-2029 HOUSING ELEMENT, RESOLUTION NO. 2022-60 - The Planning and Environment Commission recommends that the City Council hold a public hearing on the Draft 2021-2029 Housing Element, adopt the proposed Resolution approving General Plan Amendment No. 2022-2 and the Draft 2021-2029 Housing Element and forward the Housing Element to the Department of Housing and Community Development.

LEGISLATION:

- 2.1 RESOLUTION NO. 2022-61; APPROVING APPOINTMENTS TO CITY COMMISSIONS - Staff recommends City Council adopt proposed resolution.

City Council Agenda

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REPORTS:

- 3.1 **ENGINEERING DESIGN SERVICES – HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) GRANT – UPDATE 12 TRAFFIC SIGNALS** - Staff recommends City Council authorize staff to approve Willdan Engineering's proposal to provide design and other services for the Highway Safety Improvement Program Traffic Signal Modification Project under their existing Agreement for Engineering Services, in an amount not-to-exceed \$238,000; and authorize Measure R funds in the amount of \$238,000 to be used for the project.
- 3.2 **APPROVAL OF AGREEMENT WITH LOS ANGELES COUNTY FOR COMMUNITY PROSECUTOR PROGRAM AND ALLOCATION OF FUNDS IN FY 2022-2023 BUDGET** - Staff recommends City Council approve an agreement with Los Angeles County through the Office of the District Attorney for the Community Prosecutor Program through June 30, 2023, authorize the Mayor to sign the agreement as approved by the City Attorney and appropriate \$125,000 from the General Fund in the FY 2022-2023 budget.

AGENDA

LAKEWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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

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

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

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


<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
Anthony Padilla	Community Conservation Rep	24B	07/11/2022
Francisco Sisco	Fleet Maintenance Lead Worker	18A	07/25/2022
B. Changes			
David Munoz	Senior Water Utility Worker Pump Station Operator	15A to 18A	07/10/2022
Francisco Ontiveros	Personnel Technician Administrative Assistant II	15A to 22B	07/24/2022
C. Separations			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
Aaron Castro	Audio Visual Associate	B	07/25/2022
B. Changes			
Michelle Cervantes	DASH Communication Specialist	B to	06/26/2022
	Paratransit Communication Operator	B	
	DASH Paratransit Specialist II	B to	06/26/2022
	Paratransit Vehicle Operator V	B	
Yvonne Galan	Support Services Clerk II	B to	07/10/2022
	Support Services Clerk III	B	
Jonathan Siordia	DASH Communication Specialist	B to	06/26/2022
	Paratransit Communication Operator	B	
	DASH Paratransit Specialist II	B to	06/26/2022
	Paratransit Vehicle Operator V	B	

Personnel Transactions
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Valarie Vaca	Support Services Clerk II Support Services Clerk III	B to B	05/15/2022
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C. Separations

Veronica Soto	Parking Enforcement Technician I	B	05/31/2022
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Thaddeus McCormack
City Manager

DIVIDER SHEET

**CITY OF LAKEWOOD
FUND SUMMARY 07/14/22**

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	209,633.30
1025	AMERICAN RESCUE PLAN	19,347.95
1030	CDBG CURRENT YEAR	21.09
1050	COMMUNITY FACILITY	99.91
1623	LA CNTY MEASURE W	46.00
3000	AIR QUALITY IMPROVEMENT	10,000.00
3060	PROPOSITION "A"	5,207.20
3070	PROPOSITION "C"	150.00
5010	GRAPHICS AND COPY CENTER	735.67
5020	CENTRAL STORES	273.47
5030	FLEET MAINTENANCE	861.90
7500	WATER UTILITY FUND	59,682.06
8030	TRUST DEPOSIT	100.00
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		306,158.55

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
07/14/2022	MARK, ADAM	2,225.86
07/14/2022	AIR SOURCE INDUSTRIES, INC	120.14
07/14/2022	ALLIED REFRIGERATION INC	1,574.15
07/14/2022	ALS GROUP USA, CORP.	1,024.50
07/14/2022	AMAZON.COM LLC	2,507.10
07/14/2022	N. HARRIS COMPUTER CORPORATION	35,474.92
07/14/2022	B&K ELECTRIC WHOLESALE	316.85
07/14/2022	B&M LAWN AND GARDEN INC	543.47
07/14/2022	BIO ACOUSTICAL CORP	275.00
07/14/2022	BIOMETRICS4ALL INC	66.00
07/14/2022	TWO SHELLS ENTERPRISES INC.	126.00
07/14/2022	CERRITOS CITY	4,862.00
07/14/2022	BRAGG INVESTMENT COMPANY, INC.	139.86
07/14/2022	CORELOGIC, INC.	63.25
07/14/2022	CREATE A PARTY INC.	3,208.45
07/14/2022	DICKSON R F CO INC	50,698.14
07/14/2022	DURHAM SCHOOL SERVICES	5,321.73
07/14/2022	EAST LONG BEACH POOL SUPPLY	222.88
07/14/2022	FILE KEEPERS, LLC	22.90
07/14/2022	FROST, VALARIE A.	93.40
07/14/2022	GLOBAL EQUIPMENT COMPANY INC.	2,954.85
07/14/2022	HARPER & ASSOCIATES ENGINEERING INC.	6,520.00
07/14/2022	HOME DEPOT	531.82
07/14/2022	INFOSEND INC	2,985.89
07/14/2022	JHM SUPPLY INC	335.23
07/14/2022	JOHNSTONE SUPPLY INC	314.69
07/14/2022	JONES RICHARD D. A PROF LAW CORP	3,961.20
07/14/2022	MATHESON TRI-GAS, INC.	35.94
07/14/2022	MC MASTER-CARR SUPPLY CO	58.47
07/14/2022	ORANGE CO CIRCUIT BREAKERS, INC.	694.99
07/14/2022	OSCAR'S ELECTRIC INC.	2,542.00
07/14/2022	LONG BEACH PUBLISHING CO	622.54
07/14/2022	RAYVERN LIGHTING SUPPLY CO INC	229.54
07/14/2022	ROGUE AVIATION INC.	4,514.05
07/14/2022	STEARNS CONRAD & SCHMIDT CONSLT ENG	1,572.96
07/14/2022	SHUSTER ADVISORY GROUP, LLC	2,400.00
07/14/2022	SO CALIF SECURITY CENTERS INC	343.93
07/14/2022	MWB COPY PRODUCTS, INC.	115.76
07/14/2022	SOUTHERN CALIFORNIA EDISON CO	16,060.64
07/14/2022	SPICERS PAPER INC	735.67
07/14/2022	STAPLES, INC.	150.68
07/14/2022	CELLCO PARTNERSHIP	598.26
07/14/2022	WATERLINE TECHNOLOGIES INC	917.83
07/14/2022	WESTERN EXTERMINATOR CO	63.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/14/2022	COMPREHENSIVE PRINT GROUP LLC	11,320.00
07/14/2022	WILLDAN ASSOCIATES	29,662.50
07/14/2022	ANDERSON, CRYSTAL	100.00
07/14/2022	KHANH, LEONALYN	100.00
07/14/2022	LOUNSBURY, HALEY	50.00
07/14/2022	SALDANA, MICHAEL	100.00
07/14/2022	WRYE, ERIC	50.00
07/14/2022	A.W.W.A.	600.00
07/14/2022	AMAZON.COM LLC	28.61
07/14/2022	C.P.R.S.	3,890.00
07/14/2022	CENTRAL BASIN WATER ASSN	5,048.96
07/14/2022	CINTAS CORPORATION	52.57
07/14/2022	GATEWAY CITIES COUNCIL OF GOV'TS	20,000.00
07/14/2022	GONSALVES JOE A & SON	4,526.00
07/14/2022	GRAINGER W W INC	79.28
07/14/2022	HIER, JOSEPH	1,800.00
07/14/2022	LAKEWOOD, CITY OF	100.00
07/14/2022	LEAGUE OF CALIFORNIA CITIES	1,412.25
07/14/2022	LERN	425.00
07/14/2022	LOMBERA, RICKY	1,250.00
07/14/2022	LOS ANGELES CO	2,383.78
07/14/2022	LOS ANGELES CO DEPT OF HEALTH SVCS	1,618.00
07/14/2022	ODP BUSINESS SOLUTIONS, LLC	89.40
07/14/2022	RODRIGUEZ, EDIANNE	172.43
07/14/2022	SMART & FINAL INC	10.99
07/14/2022	AUDIO MESSAGING SOLUTIONS LLC	342.87
07/14/2022	STANDARD INSURANCE CO UNIT 22	1,499.70
07/14/2022	STANDARD INSURANCE CO UNIT 22	9,567.29
07/14/2022	STEPHENS, ERIC	214.50
07/14/2022	EBIX, INC.	758.40
07/14/2022	TRANSAMERICA LIFE INSURANCE COMPANY	1,166.40
07/14/2022	U S POSTAL SERVICE	8,605.55
07/14/2022	USPS-POC	25,000.00
07/14/2022	WATER REPLENISHMENT DISTRICT OF	13,873.07
07/14/2022	WYNN, LAKYN	48.75
07/14/2022	AGUAYO, FRANCISCO	250.00
07/14/2022	DYER, JULIE	815.71
07/14/2022	KURNEY, CARNESHA	250.00
07/14/2022	PROOST, MARIA	250.00
07/14/2022	SMITH, CHARITY	250.00
07/14/2022	THE LHS ALUMNI ASSOCIATION	250.00
Total:		306,158.55

**CITY OF LAKEWOOD
FUND SUMMARY 07/21/22**

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

1010	GENERAL FUND	2,015,121.31
1025	AMERICAN RESCUE PLAN	25,426.38
1030	CDBG CURRENT YEAR	2,041.65
1050	COMMUNITY FACILITY	10,644.32
1336	STATE COPS GRANT	20,675.78
1623	LA CNTY MEASURE W	1,344.03
3060	PROPOSITION "A"	14,718.00
3070	PROPOSITION "C"	1,478.89
5020	CENTRAL STORES	1,134.69
5030	FLEET MAINTENANCE	4,015.03
7500	WATER UTILITY FUND	332,551.84
8030	TRUST DEPOSIT	23,766.75
		<hr/>
		2,452,918.67

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
07/21/2022	AAA FLAG & BANNER CO	8,534.28
07/21/2022	AIRE RITE A/C & REFRIGERATION INC	2,215.75
07/21/2022	ALESHIRE & WYNDER LLP	208.00
07/21/2022	ALL CITY MANAGEMENT SERVICES, INC.	4,284.80
07/21/2022	AMERICAN TRUCK & TOOL RENTAL INC	503.00
07/21/2022	APPLIED PLANNING, INC.	20,016.75
07/21/2022	AQUATRAX	2,500.00
07/21/2022	BOWMAN, RYAN	124.95
07/21/2022	MANHATTAN STITCHING CO INC	982.68
07/21/2022	C A L E D	600.00
07/21/2022	CAMERON WELDING SUPPLY	1,373.12
07/21/2022	CANNON CORPORATION	4,425.00
07/21/2022	CITY LIGHT & POWER LKWD INC	6,125.67
07/21/2022	COMMUNITY FAMILY GUIDANCE CTR	666.66
07/21/2022	DG INVESTMENT INTERMEDIATE HOLDINGS 2, INC.	20,844.50
07/21/2022	DANGELO COMPANY	720.51
07/21/2022	EAST LONG BEACH POOL SUPPLY	234.02
07/21/2022	EDCO WASTE SERVICES LLC	6,882.18
07/21/2022	FLEMING ENVIRONMENTAL INC	137,248.87
07/21/2022	FREMONTIA HORTICULTURAL, INC	417.85
07/21/2022	PLAYCORE WISCONSIN INC	5,806.70
07/21/2022	GANAHL LUMBER COMPANY	1,933.40
07/21/2022	HOME DEPOT	1,780.01
07/21/2022	HORIZON MECHANICAL CONTRACTORS	869.79
07/21/2022	HUMAN SERVICES ASSOCIATION	708.33
07/21/2022	IMMEDIATE MEDICAL CARE	585.00
07/21/2022	JONES RICHARD D. A PROF LAW CORP	2,811.32
07/21/2022	LAKEWOOD ROTARY CLUB	150.00
07/21/2022	LAKEWOOD ROTARY CLUB	23.00
07/21/2022	LOS ANGELES CO FIRE DEPT	1,181.94
07/21/2022	LOS ANGELES CO SHERIFFS DEPT	1,073,264.77
07/21/2022	MIDWEST MOTOR SUPPLY CO, INC.	1,402.37
07/21/2022	MILLER DON & SONS	1,370.63
07/21/2022	OCEAN BLUE ENVIRONMENTAL SERVICES	1,183.44
07/21/2022	ORANGE CO CIRCUIT BREAKERS, INC.	377.13
07/21/2022	ORANGE COUNTY TANK TESTING INC	650.00
07/21/2022	PACKAGE PRODUCTS & SERVICES INC	4,530.69
07/21/2022	PATHWAYS VOLUNTEER HOSPICE	666.66
07/21/2022	PAYMENTUS CORPORATION	7,481.32
07/21/2022	S.T.E.A.M.	29,512.98
07/21/2022	SCHRUBBE, JACQUELINE	384.00
07/21/2022	SERVICEWEAR APPAREL INC.	505.47
07/21/2022	SOUTHERN CALIFORNIA EDISON CO	95,079.11
07/21/2022	SPIEGEL, FRANK	383.36

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/21/2022	TCS RADIO INC.	661.50
07/21/2022	U S BANK	2,150.00
07/21/2022	UNDERGROUND SERVICE ALERT	183.25
07/21/2022	WALTERS WHOLESALE ELECTRIC CO	63.83
07/21/2022	WATER REPLENISHMENT DISTRICT OF	234,020.24
07/21/2022	WATERLINE TECHNOLOGIES INC	428.32
07/21/2022	WEST COAST ARBORISTS INC	16,387.25
07/21/2022	WESTERN EXTERMINATOR CO	63.00
07/21/2022	WILLDAN ASSOCIATES	22,117.50
07/21/2022	KOONTS, MELISSA M & LEON, ANA	172.02
07/21/2022	ALLIANT INSURANCE SERVICES	6,528.00
07/21/2022	AMAZON.COM LLC	169.34
07/21/2022	N. HARRIS COMPUTER CORPORATION	9,200.00
07/21/2022	BERG, APRIL	1,768.00
07/21/2022	CALIFORNIA CONTRACT CITIES ASN	5,800.00
07/21/2022	CINTAS CORPORATION	62.70
07/21/2022	CITY CLERKS ASSN OF CALIFORNIA	200.00
07/21/2022	CLAVERIE, COURTNEY DAY	39.00
07/21/2022	BRAGG INVESTMENT COMPANY, INC.	115.82
07/21/2022	ECS IMAGING INC	9,417.00
07/21/2022	EDCO WASTE SERVICES LLC	508,055.08
07/21/2022	ELITE SPECIAL EVENTS INC	2,200.00
07/21/2022	ELLIOTT AUTO SUPPLY COMPANY INC	54.74
07/21/2022	FERGUSON ENTERPRISES INC	55,000.00
07/21/2022	GATEWAY CITIES COUNCIL OF GOV'TS	24,150.00
07/21/2022	GOGOV, INC.	25,692.00
07/21/2022	GONSALVES JOE A & SON	4,526.00
07/21/2022	GRAINGER W W INC	146.06
07/21/2022	HDL SOFTWARE LLC	10,866.67
07/21/2022	HOME DEPOT	156.62
07/21/2022	JENKINS, MICHAEL	995.18
07/21/2022	JONES RICHARD D. A PROF LAW CORP	17,252.50
07/21/2022	KICK IT UP KIDZ, LLC	487.50
07/21/2022	LAKESWOOD CHAMBER OF COMMERCE	1,833.33
07/21/2022	LOMBERA, RICKY	1,250.00
07/21/2022	LOS ANGELES CO DEPT OF HEALTH SVCS	2,486.00
07/21/2022	MARKLEY, ELIZABETH	351.00
07/21/2022	MC ENROE, BARBARA	187.20
07/21/2022	MSDS ONLINE INC	4,223.90
07/21/2022	O'REILLY AUTOMOTIVE STORES INC	3.65
07/21/2022	O'REILLY AUTOMOTIVE STORES INC	1,248.71
07/21/2022	PURCELL, SUNNY	715.00
07/21/2022	RAMIREZ, VERONICA	100.00
07/21/2022	READWRITE EDUCATIONAL SOLUTIONS INC	295.26

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/21/2022	SAFETY-KLEEN CORP	1,716.92
07/21/2022	SANCHEZ, EUGENE	540.00
07/21/2022	BARRY SANDLER ENTERPRISES	136.50
07/21/2022	SEGERSTROM CENTER FOR THE ARTS	3,321.00
07/21/2022	SHELLITO, MICHAEL	4,781.38
07/21/2022	SMART & FINAL INC	54.03
07/21/2022	COMPUTER & PERIPHERALS GROUP	274.53
07/21/2022	SOUTHWELL, SEAN	194.12
07/21/2022	SWANK MOTION PICTURES INC	465.00
07/21/2022	TELECOM LAW FIRM PC	5,046.00
07/21/2022	TNT FIREWORKS	3,750.00
07/21/2022	TRANSAMERICA LIFE INSURANCE COMPANY	987.15
07/21/2022	TURF STAR	162.49
07/21/2022	U S BANK	2,350.00
07/21/2022	UNDERGROUND VAULTS & STORAGE	200.00
07/21/2022	UNIFIRST CORPORATION	216.98
07/21/2022	VERITIV OPERATING COMPANY	72.24
07/21/2022	VOORHEES, RONDA	819.00
07/21/2022	WAXIE ENTERPRISES INC	754.48
07/21/2022	WYNN, LAKYN	373.75
07/21/2022	YOUNG RICHARD	2,100.00
07/21/2022	CHAMPLIN, COLLEEN	60.00
07/21/2022	GOMEZ, JOSE	250.00
07/21/2022	HADLEY, ROSE	52.92
07/21/2022	KEIL, RACHEL	250.00
07/21/2022	MCLEOD, ASHLEY	250.00
07/21/2022	SUNG, NOIDA	250.00
07/21/2022	YEPEZ, MARTHA	117.00
Total:		2,452,918.67

**CITY OF LAKEWOOD
FUND SUMMARY 07/28/22**

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	400,796.00
1020	CABLE TV	419.97
1025	AMERICAN RESCUE PLAN	15,660.75
1050	COMMUNITY FACILITY	993.50
1500	MISC-SPECIAL REVENUE FUND	3,495.00
3070	PROPOSITION "C"	376.31
5010	GRAPHICS AND COPY CENTER	394.81
5020	CENTRAL STORES	2,466.41
5030	FLEET MAINTENANCE	36,764.09
7500	WATER UTILITY FUND	6,414.76
8030	TRUST DEPOSIT	4,819.48
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		472,601.08

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
07/28/2022	AEF SYSTEMS CONSULTING INC.	7,571.25
07/28/2022	ACCOUNTING PRINCIPALS. INC	3,717.00
07/28/2022	ALESHIRE & WYNDER LLP	1,178.16
07/28/2022	AMAZON.COM LLC	2,508.00
07/28/2022	AMERICAN TRUCK & TOOL RENTAL INC	592.05
07/28/2022	BREA, CITY OF	64,057.88
07/28/2022	CALIFORNIA ELECTRIC SUPPLY CO	182.54
07/28/2022	DG INVESTMENT INTERMEDIATE HOLDINGS 2, INC.	12,506.70
07/28/2022	EAST LONG BEACH POOL SUPPLY	728.74
07/28/2022	GOLDEN STATE WATER COMPANY	23,341.22
07/28/2022	HOME DEPOT	43.10
07/28/2022	JHM SUPPLY INC	396.55
07/28/2022	LOS ANGELES CO SHERIFFS DEPT	13,835.84
07/28/2022	LOS ANGELES CO/DEPT PW BLDG SVCS	64,332.14
07/28/2022	LA COUNTY DEPT OF PUBLIC WORKS	11,608.63
07/28/2022	LA COUNTY DEPT OF PUBLIC WORKS	75,681.64
07/28/2022	STEVEN MAHR PRINTING INC.	461.50
07/28/2022	MICHAEL BAKER INTERNATIONAL. INC.	3,495.00
07/28/2022	HYDRAULIC SYSTEMS & COMPONENTS INC	1,348.09
07/28/2022	SERVICEWEAR APPAREL INC.	180.70
07/28/2022	SOUTHERN CALIFORNIA EDISON CO	12,060.18
07/28/2022	SOUTHERN CALIFORNIA EDISON CO	404.58
07/28/2022	SOUTHERN CALIFORNIA GAS CO	7,645.49
07/28/2022	SOUTHWEST PATROL INC.	18,240.00
07/28/2022	VARSITY BRANDS HOLDING CO INC	1,930.88
07/28/2022	WATERLINE TECHNOLOGIES INC	3,464.62
07/28/2022	WELLS C. PIPELINE MATERIALS	803.72
07/28/2022	COMPREHENSIVE PRINT GROUP LLC	4,695.84
07/28/2022	WILLDAN ASSOCIATES	25,633.00
07/28/2022	AZARI, ALIREZA	100.00
07/28/2022	CHOW, MICHAEL	100.00
07/28/2022	CROWLEY, LISA	100.00
07/28/2022	FRIANEZA, SAMANTHA	50.00
07/28/2022	GABELE, RICHARD	100.00
07/28/2022	HUH, JANE	50.00
07/28/2022	LONG, ANDREW	100.00
07/28/2022	MANCILLA, JOHNNY	50.00
07/28/2022	MUNRO, JOHN	100.00
07/28/2022	PARK, BRIAN	50.00
07/28/2022	PLUG IT IN SYSTEMS INC	44.16
07/28/2022	ROCHA, ROSALIA	100.00
07/28/2022	RUSSELL, MARIANNE	100.00
07/28/2022	SAN JOSE, RYAN	100.00
07/28/2022	SERRANO, MALINDA	100.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/28/2022	SUZUKI, TAI	50.00
07/28/2022	TOTAH, BILL	100.00
07/28/2022	ZOPPA, GLENN	50.00
07/28/2022	ALLIED 100 GROUP, INC	81.08
07/28/2022	ACCOUNTING PRINCIPALS, INC	2,661.75
07/28/2022	ALAN'S LAWN AND GARDEN CENTER, INC.	440.99
07/28/2022	ALLEN, JOHNNY	788.45
07/28/2022	AMAZON CAPITAL SERVICES, INC.	118.35
07/28/2022	AMAZON.COM LLC	840.87
07/28/2022	B&M LAWN AND GARDEN INC	160.92
07/28/2022	B.R. BREWER SIGN & GRAPHICS	479.59
07/28/2022	C A P I O	275.00
07/28/2022	CINTAS CORPORATION	79.60
07/28/2022	CAMERON WELDING SUPPLY	391.02
07/28/2022	COLOR CARD ADMINISTRATOR CORP.	37.54
07/28/2022	COPELAND, VERONICA	78.32
07/28/2022	COLOMRICAN, INC.	53.82
07/28/2022	DE LAGE LANDEN FINANCIAL SERVICES	394.81
07/28/2022	EAST LONG BEACH POOL SUPPLY	599.54
07/28/2022	EDEN USA, INCORPORATED	1,715.41
07/28/2022	HARA M LAWNMOWER CENTER	528.09
07/28/2022	HEATON, KATHRYN	97.50
07/28/2022	HOME DEPOT	2,080.64
07/28/2022	INSTITUTE FOR LOCAL GOVERNMENT	1,250.00
07/28/2022	KICK IT UP KIDZ, LLC	1,963.00
07/28/2022	CEDAR FAIR	3,780.00
07/28/2022	LAKEWOOD, CITY OF	399.92
07/28/2022	LOMBERA, RICKY	1,250.00
07/28/2022	LUNDERVILLE, GERALD P	80.00
07/28/2022	MANAGED HEALTH NETWORK	349.03
07/28/2022	MC ENROE, BARBARA	312.00
07/28/2022	MERRIMAC PETROLEUM INC	26,460.32
07/28/2022	MICHAEL BAKER INTERNATIONAL, INC.	4,419.56
07/28/2022	O'REILLY AUTOMOTIVE STORES INC	347.89
07/28/2022	ODP BUSINESS SOLUTIONS, LLC	314.80
07/28/2022	READWRITE EDUCATIONAL SOLUTIONS INC	539.50
07/28/2022	SIMONE, DEAN	1,200.00
07/28/2022	SMART & FINAL INC	77.85
07/28/2022	SPASEFF TED C	400.00
07/28/2022	CHARTER COMMUNICATIONS HOLDINGS, LLC	4,448.44
07/28/2022	ARIZONA MACHINERY LLC	7,332.07
07/28/2022	SUPERIOR COURT OF CALIFORNIA	10,957.50
07/28/2022	SUPERIOR COURT OF CALIFORNIA	9,348.50
07/28/2022	SUPERIOR COURT OF CALIFORNIA	8,628.50

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/28/2022	SUPERIOR COURT OF CALIFORNIA	10,102.50
07/28/2022	THE RINKS-LAKEWOOD ICE	306.31
07/28/2022	THURSTON ELEVATOR CONCEPTS, INC.	143.00
07/28/2022	UNIFIRST CORPORATION	33.25
07/28/2022	VERITIV OPERATING COMPANY	276.20
07/28/2022	WAXIE ENTERPRISES INC	682.05
07/28/2022	ALDALUR, MAYDOLE	169.00
07/28/2022	CRUTCHER, SHANIOUE	250.00
07/28/2022	KRUSEMARK, LEEANNE	15.40
07/28/2022	KUHN, DEBRAH	250.00
07/28/2022	SESSION, TRENISHIA	184.00
07/28/2022	SIGUENZA, ANA	169.00
07/28/2022	SIGUENZA, ANA	169.00
	Total:	472,601.08

**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER JULY 2022**

ACH date	Amount	Recipient	Purpose	Period
7/1/22	\$101.80	The Technology Depot	Communications Services 1 of 3	July 2022
7/8/22	\$113,331.54	CalPERS	Payroll - Retirement Plan	Jun 12-25, 2022
7/13/22	\$104,603.86	IRS via F&M	Payroll - Federal Taxes	June 26-July 9 2022
7/13/22	\$997,459.00	CA Joint Powers	Liability and Workers Comp Ins.	July 2022
7/13/22	\$365,935.00	CA Joint Powers	Property, Earthquake, Fire Ins.	July 2022
7/14/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	June 26-July 9 2022
7/14/22	\$5,900.00	Southland C/U	Payroll - Employee Deposits	June 26-July 9 2022
7/14/22	\$28,823.96	EDD	Payroll - State Taxes	June 26-July 9 2022
7/14/22	\$7,922.71	MidAmerica	Retiree Medical Benefit	June 26-July 9 2022
7/14/22	\$29,704.99	VOYA	Payroll -Deferred Compensation	June 26-July 9 2022
7/14/22	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 2	June 26-July 9 2022
7/14/22	\$4,371.10	PARS via U.S. Bank	Payroll - Retirement Plan 2 of 2	June 26-July 9 2022
7/14/22	\$28,992.70	VOYA	Payroll - Deferred Compensation	June 26-July 9 2022
7/15/22	\$681.55	The Technology Depot	Communications Services 2 of 3	July 2022
7/18/22	\$26,969.07	MidAmerica	Retiree Medical Benefit	July 2022
7/22/22	\$13,845.93	The Technology Depot	Communications Services 3 of 3	July 2022
7/25/22	\$3,145,316.00	CalPERS	Retirement Plan - Annual Contrib.	FY 22/23
7/27/22	\$202,666.84	IRS via F&M	Payroll - Federal Taxes	July 10-23, 2022
7/29/22	\$61,127.55	City Light & Power	Street Lighting Services	July 2022
7/29/22	\$102,395.74	CalPERS	Payroll - Retirement Plan	June 26-July 9 2022
7/29/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	July 10-23, 2022
7/29/22	\$5,900.00	Southland C/U	Payroll - Employee Deposits	July 10-23, 2022
7/29/22	\$55,591.47	EDD	Payroll - State Taxes	July 10-23, 2022
7/29/22	\$2,000,000.00	LAIF	City Investment Deposit	July 2022
7/29/22	\$9,344.40	MidAmerica	Retiree Medical Benefit	July 10-23, 2022
7/29/22	\$15,309.58	VOYA	Payroll -Deferred Compensation	July 10-23, 2022
7/29/22	\$8,297.47	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 1	July 10-23, 2022
7/29/22	\$29,092.70	VOYA	Payroll - Deferred Compensation	July 10-23, 2022
7/29/22	\$1,980.00	LCEA	Employee Paid Dues	July 2022

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 08/04/22**

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	261,950.59
1020	CABLE TV	663.48
1025	AMERICAN RESCUE PLAN	6,678.89
1030	CDBG CURRENT YEAR	4,057.91
1050	COMMUNITY FACILITY	1,007.63
1622	LA CNTY MEASURE M	319.34
1623	LA CNTY MEASURE W	5,861.50
1640	BEV CONTAINER REC GRANT	725.00
3001	CAPITAL IMPROV PROJECT FUND	1,480.22
3070	PROPOSITION "C"	1,272.52
5010	GRAPHICS AND COPY CENTER	4,778.34
5020	CENTRAL STORES	1,921.97
5030	FLEET MAINTENANCE	14,538.74
7500	WATER UTILITY FUND	66,046.32
8020	LOCAL REHAB LOAN	2,365.15
8030	TRUST DEPOSIT	11,200.00
		<hr/>
		384,867.60

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/04/2022	SHAKER NERMINE	1,925.00
08/04/2022	ADAMS-HILLERY SHARRON	3,224.58
08/04/2022	BREA, CITY OF	37,641.76
08/04/2022	CALIFORNIA STATE DEPT OF JUSTICE	192.00
08/04/2022	CENTRAL BASIN MUNICIPAL WATER	1,800.00
08/04/2022	CERRITOS, CITY OF	36,924.00
08/04/2022	COLOMRICAN, INC.	415.98
08/04/2022	FOGGIA INC	308.70
08/04/2022	GARNETTI, KELLY	2,025.00
08/04/2022	GOLDEN STATE WATER COMPANY	609.04
08/04/2022	H & H NURSERY	2,518.99
08/04/2022	HARA M LAWNMOWER CENTER	918.16
08/04/2022	INFOSEND INC	11,672.52
08/04/2022	JONES RICHARD D. A PROF LAW CORP	3,650.10
08/04/2022	LAKEWOOD MEALS ON WHEELS	833.33
08/04/2022	LAKEWOOD ROTARY CLUB	23.00
08/04/2022	LIEBERT CASSIDY WHITMORE	5,110.65
08/04/2022	LA COUNTY DEPT OF PUBLIC WORKS	1,480.22
08/04/2022	LA COUNTY DEPT OF PUBLIC WORKS	6,357.10
08/04/2022	ODP BUSINESS SOLUTIONS, LLC	271.41
08/04/2022	OSCAR'S ELECTRIC INC.	2,800.00
08/04/2022	PHASE II SYSTEMS INC	2,930.14
08/04/2022	US BANCORP ASSET MANAGEMENT, INC.	2,997.50
08/04/2022	LC PRINGLE SALES INC.	17.52
08/04/2022	RON'S MAINTENANCE INC	3,560.00
08/04/2022	SHARP ELECTRONICS CORPORATION	3,281.56
08/04/2022	SOUTHERN CALIFORNIA GAS CO	1,545.26
08/04/2022	STANLEY CONVERGENT SECURITY	57,643.38
08/04/2022	TRAFFIC MANAGEMENT, INC	5,835.00
08/04/2022	U S BANK	31.73
08/04/2022	U S BANK NATIONAL ASSOCIATION	53,961.69
08/04/2022	CELLCO PARTNERSHIP	2,803.84
08/04/2022	WELLS C. PIPELINE MATERIALS	371.93
08/04/2022	WHITE HOUSE FLORIST INC	200.00
08/04/2022	ALEXANDER, JAZMINE	70.00
08/04/2022	BOOZE, EDDIE	126.00
08/04/2022	AEF SYSTEMS CONSULTING INC.	6,610.00
08/04/2022	ALS GROUP USA. CORP.	1,595.31
08/04/2022	AMAZON.COM LLC	348.77
08/04/2022	ATALLA, IBRAHIM	390.00
08/04/2022	AUTOZONE PARTS INC	15.98
08/04/2022	B&M LAWN AND GARDEN INC	45.09
08/04/2022	BAY AREA DRIVING SCHOOL, INC.	156.00
08/04/2022	BIG STUDIO INC	840.11

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/04/2022	BIOMETRICS4ALL INC	13.50
08/04/2022	WHERRY, HAROLD	2,500.00
08/04/2022	BROEKER, CANDACE	26.00
08/04/2022	BROWN, BONNIE	169.65
08/04/2022	CALIF STATE FRANCHISE TAX BOARD	325.05
08/04/2022	CASTELLO-CHASE, CASSANDRA	1,050.77
08/04/2022	CINTAS CORPORATION	68.03
08/04/2022	CREATIVE BUS SALES	92.72
08/04/2022	CROFT, STEVE	993.66
08/04/2022	DUTHIE POWER SERVICES INC	12,159.31
08/04/2022	ENVIRONMENTAL SYSTEMS RESEARCH	12,800.00
08/04/2022	FERGUSON ENTERPRISES INC	1,250.56
08/04/2022	FRONTIER CALIFORNIA INC.	2,373.78
08/04/2022	GOVERNMENTJOBS.COM INC	9,075.37
08/04/2022	GREENE BACKFLOW	1,822.00
08/04/2022	HACH COMPANY	2,764.20
08/04/2022	HDL COREN & CONE	4,875.00
08/04/2022	HEATON, KATHRYN	32.50
08/04/2022	HOME DEPOT	783.40
08/04/2022	INFOSEND INC	1,260.79
08/04/2022	KARTER, JANET	678.60
08/04/2022	KICK IT UP KIDZ, LLC	3,203.85
08/04/2022	KIM, YVONNE	504.00
08/04/2022	LOMBERA, RICKY	1,250.00
08/04/2022	LOS ANGELES CO. REGISTRAR RECORDER	4,184.86
08/04/2022	O'REILLY AUTOMOTIVE STORES INC	470.73
08/04/2022	OC VACUUM INC.	2,301.50
08/04/2022	ODP BUSINESS SOLUTIONS, LLC	342.97
08/04/2022	OFFUTT COMPANIES INC.	4.37
08/04/2022	ONTIVEROS, FRANK	88.66
08/04/2022	OPUS INSPECTION, INC.	137.25
08/04/2022	ORKIN SERVICES OF CALIFORNIA, INC.	94.00
08/04/2022	OWENS, TIM	4,000.00
08/04/2022	PIERSON, JEREMY L.	312.00
08/04/2022	ROGERS, TODD	966.31
08/04/2022	S & J SUPPLY CO	821.87
08/04/2022	SECTRA SECURITY INC	194.16
08/04/2022	SMART & FINAL INC	66.74
08/04/2022	SO CALIF SECURITY CENTERS INC	36.38
08/04/2022	SPICERS PAPER INC	601.54
08/04/2022	STEPHENS, ERIC	143.00
08/04/2022	SWANK MOTION PICTURES INC	465.00
08/04/2022	TENG, WHEA-FUN	334.40
08/04/2022	THE RINKS-LAKEWOOD ICE	253.50

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
08/04/2022	TYLER TECHNOLOGIES MUNIS DIVISION	28,678.26
08/04/2022	U S BANK NATIONAL ASSOCIATION	1,607.91
08/04/2022	UNIFIRST CORPORATION	66.50
08/04/2022	CELLCO PARTNERSHIP	3,834.26
08/04/2022	WILSON, JOHN III	87.75
08/04/2022	YOUTH EVOLUTION ACTIVITIES	1,170.00
08/04/2022	AVALOS, CARLOS	182.54
08/04/2022	DURRANI, ASIF	250.00
08/04/2022	FLYNN, DANIEL	42.50
08/04/2022	HAMLIN, MICHELLE	966.31
08/04/2022	LUCIO, VERONICA	1,050.77
08/04/2022	PO-YI, LEE O.D. INC.	108.00
08/04/2022	SANCHEZ RAMIREZ, LAURA	993.66
08/04/2022	SLAUGHTER, GREGORY	993.66
08/04/2022	SMITH, JESSICA	250.00
08/04/2022	STEVENS CARPET AND FLOORING INC.	2,365.15
08/04/2022	VENUS, SHANTEVIA	250.00
	Total:	384,867.60

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

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: Public Safety Committee and Capital Improvement Projects Committee.

STATEMENT OF FACT

On June 7, 2022, the Public Safety Committee met and discussed:

At the beginning of the meeting, new LASD Lakewood Station Captain Daniel Holguin was introduced to the Committee.

Community Organizations Firework Stands Update

All 25 organizations have submitted required forms and will return to operate at various locations for 2022. Staff recommended for the Committee to approve summary of permits and forward to City Council for issuance. Member Croft approved the recommendation and Chairman Rogers seconded.

Round 1 Entertainment Update

An update was provided on a recent incident at the location. The Committee expressed areas of concern. Lakewood staff, Macerich representatives and the Sheriff's Department will meet at a future date to discuss areas of responsibility and to review security procedures.

Crime Trends and Statistics

Overall, Part 1 Crimes have slightly heightened throughout the city. Deputies have been reassigned to patrol areas where robberies have increased. Lakewood Center Mall Part 1 Crimes also increased slightly. In addition to the daily monitoring and regularly assigned Deputies, there is a dedicated suppression team that patrols once per week.

Abatement Deputy Update

Updates were provided on clean-up efforts throughout the city. Several encampments were cleared at repeat locations and outreach services were offered. Fences were repaired and bushes were trimmed to prevent encampments from forming at certain sites.

Public Outreach

Upcoming publicity will focus on illegal fireworks prevention enforcement and traffic safety efforts. New Neighborhood Watch banners will be installed the first week of July.

Public Safety Department Update

Staff reported various ways Community Safety Officers (CSOs) were proactive with community involvement. Updates were provided on successful community events and details were shared for upcoming programs.

Neighborhood Safety Enhancement Plan Update

Updates were provided on reduced crime rates and notable arrests and citations. Radar trailers will be deployed and ALPR cameras will be installed once parts are received. Resident home security and catalytic converter rebate programs are steadily moving forward as well.

Illegal Firework Enforcement

Deputies and CSOs have patrolled hot spots and surrounding areas to display a strong presence within the community. Nightly enforcement efforts will take place from July 1 to July 4, 2022.

On July 15, 2022, the Public Safety Committee met and discussed:

Local Street Safety Program

Staff presented draft details regarding the Local Street Safety Program, which provides federal and state funding for identified citywide traffic safety improvements.

Community Prosecutor Program

The City of Paramount approached Lakewood about partnering in a program that would share duties of a dedicated Deputy District Attorney. This position would be integrated with staff and would advocate on behalf of the city. The Committee recommended for consideration to the City Council.

Crime Trends and Statistics

Dedicated patrols have been deployed due to increased numbers of Part 1 Crimes throughout the city. A more comprehensive, detailed analysis of crime trends will be prepared and presented at the next Public Safety Committee meeting.

Abatement Deputy Update

Updates were provided on clean-up efforts throughout the city. Several encampments were cleared at repeat locations and outreach services were offered.

Public Outreach

Publicity on illegal fireworks prevention began earlier when compared to previous years. Positive reaction was received by the community regarding publicity on the street takeover ordinance and updates on the Neighborhood Safety Enhancement Plan.

Public Safety Department Update

Public Safety staff have been proactive with community involvement. Updates were provided on successful community events and details were shared for upcoming programs.

Neighborhood Safety Enhancement Plan Update

Updates were provided on reduced crime rates and notable arrests. Catalytic converter thefts decreased within the city. Residents have welcomed and positively interacted with private security patrols. A dedicated security guard was added to exclusively monitor parks.

Illegal Firework Enforcement After-Action Report

Citation comparison reports were provided for review. Staff and deputies worked together to make this year's efforts a success.

FY2022 Justice Assistance Grant

Staff requested approval of the Committee for submittal of one application for consideration of grant funds and would utilize those funds to purchase one ALPR (Automated License Plate Reader) equipped patrol vehicle. The Committee approved the submittal of the application and directed staff to forward details to the City Council.

Follow-up Items

Chairman Rogers would like to explore the concept of credentialing retired peace officers as supplemental law enforcement employees. Staff will research options.

On June 20, 2022, the Capital Improvement Projects Committee met and discussed:

SCE Option for LED Street Light Conversion

Southern California Edison proposes that the city pay for LED bulbs for the street lights, although SCE owns the light poles. This presents a significant cost, and is then expected to result in savings from lower electricity usage. The Committee would like staff to gather more data on this issue before making a decision.

Annual Facility CIP Allocations

The annual projects appropriations include \$50,000 for park hardscape repairs; \$25,000 for fence repairs; \$75,000 for upgrades to the fire and security systems; \$25,000 for roof repairs and maintenance; and \$50,000 for painting improvements. In addition to the annual projects, staff recommends allocating \$400,000 of Measure L funds for two projects: The Centre lighting and ceiling improvements, and replacing Well 6 with a new irrigation source for Bloomfield Park. This recommendation will be presented at the June 28, 2022 City Council Meeting.

The Centre Lighting and Ceiling Improvements

The Centre Weingart ballroom lighting controls are failing and need to be replaced. Staff is working with our on-call electrical engineer to put together a package for formal bid. The scope of work includes new lighting controls and new LED lighting fixtures for the Weingart ballroom. As the existing ceiling tiles are likely to be damaged during the installation, staff recommends replacing them with high-performing acoustical tile, custom colored to match the current tiles. This will allow the city to consider other flooring materials in the future, as we look into the Weingart ballroom flooring replacement. The total rough-order-of-magnitude budget for the work is \$350,000.

Updates on approved CIP Projects were provided as follows:

San Martin Park Project

The contractors are caulking the expansion joints at both picnic shelters, installing sand for the play area, painting curbs, and installing truncated domes. Staff is awaiting pricing for change orders for the tot lot playground fence, as well as re-grading the area next to the ADA accessible parking on Ocana Ave. Due to supply chain issues, park furniture including picnic tables, benches and barbeques are not expected to be delivered until October due to manufacturing delays.

Rynerson Park Picnic Shelter Improvements

The contractors are paving the parking lot and installing striping, and will start working on finish concrete under the shelters. RCS has recommended that several sidewalk locations be repaired in the park. Utility companies often drive over sections of the hardscape with heavy vehicles. The city has asked the contractor for pricing to repair the damaged areas of hardscape and strengthen the portions of hardscape that is often driven on. Manufacturing delays have also had long lead impacts on the arrival of the park furniture for this project, including picnic tables, benches and barbeques, which are not expected to be delivered until October.

Palms Park Improvements

Staff is working on a Statement of Qualification (SOQ) for master consultants for design, planning and construction support services for multiple projects, including the Palms Park Improvements project.

Weingart Senior Center Improvements

Staff is working on a SOQ for master consultants for design, planning and construction support services for multiple projects, including the Weingart Senior Center improvements. Staff also continues to work on identifying additional funding sources for the project, and met with Senator Gonzalez on June 10, 2022 at the Senior Center.

Electrical, HVAC, and Roof Improvements

The HVAC plans at Monte Verde Park are in plan check, and the revised roofing plans are under staff review. The remaining electrical and HVAC plans have been approved. It is anticipated to bid the complete project during the summer months.

City Hall and The Centre Generator Modernization

The plans for this project are currently in plan check. Once the plans are complete, we will proceed with bidding out the work.

Mayfair Park Water Capture Project

The contractors are waiting on parts to arrive before they can finish electrical work, including completing landing of the wires. After the completion of the electrical work, a six-month commissioning and start-up will occur.

CD/PW Counter and Shared Space Improvements

Staff is working with our furniture vendor on design concepts for the new furniture in the shared space in the Community Development and Public Works departments at City Hall. Staff is finalizing the furniture layout and design.

City Hall Modular Building Update

Staff is working with on-call Architect Dahlin Group and Pacific Mobile Structures to complete the construction set of drawings for formal bid. We plan to bid out the site work this summer in preparation for building delivery next winter.

Rynerson Park Bridge Repairs

This project was funded by transfer of \$100,000 from the contingency account into a new CIP account for the Rynerson Park bridge repairs. Staff authorized LA County to begin the repairs and we are waiting on a schedule update.

RECOMMENDATION

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

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', with a long horizontal stroke extending to the right.

Thaddeus McCormack
City Manager

DIVIDER SHEET

RESOLUTION NO. 2022-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD EXTENDING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS.

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

SECTION 1. On March 24, 2020, the City Council adopted Resolution No. 2020-5, ratifying a Proclamation of a Local Emergency that the City Manager, acting in his capacity as the City's Director of Emergency Services, had issued on March 17, 2020, due to the COVID-19 virus. On May 12, 2020, the City Council adopted Resolution No. 2020-14, extending such Local Emergency. On June 23, 2020, the City Council adopted Resolution No. 2020-35, extending such Local Emergency. On July 28, 2020, the City Council adopted Resolution No. 2020-37, extending such Local Emergency. On September 22, 2020, the City Council adopted Resolution No. 2020-52, extending such Local Emergency. On November 10, 2020, the City Council adopted Resolution No. 2020-58, extending such Local Emergency. On December 8, 2020, the City Council adopted Resolution No. 2020-61, extending such Local Emergency. On January 26, 2021, the City Council adopted Resolution No. 2021-3, extending such Local Emergency. On March 23, 2021, the City Council adopted Resolution No. 2021-6, extending such Local Emergency. On May 11, 2021, the City Council adopted Resolution No. 2021-15, extending such Local Emergency. On June 22, 2021, the City Council adopted Resolution No. 2021-32, extending such Local Emergency. On July 27, 2021, the City Council adopted Resolution No. 2021-38, extending such Local Emergency. On September 14, 2021, the City Council adopted Resolution No. 2021-55, extending such Local Emergency. On November 9, 2021, the City Council adopted Resolution No. 2021-64, extending such Local Emergency. On December 14, 2021, the City Council adopted Resolution No. 2021-60, extending such Local Emergency. On February 8, 2022, the City Council adopted Resolution No. 2022-7, extending such Local Emergency. On March 22, 2022, the City Council adopted Resolution No. 2022-13, extending such Local Emergency. On May 10, 2022, the City Council adopted Resolution No. 2022-22, extending such Local Emergency. On June 28, 2022, the City Council adopted Resolution No. 2022-41, extending such Local Emergency. The City Council hereby extends such Local Emergency, on the same terms and conditions.

SECTION 2. The Local Emergency shall remain in effect until the expiration of the State Declaration of Emergency. The City Council shall review the need for continuing the Local Emergency at least once every 60 days until the City Council terminates the Local Emergency, as required by section 8630 of the California Government Code.

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

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED AND APPROVED THIS 9TH DAY OF AUGUST, 2022.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – June 2022

INTRODUCTION

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

STATEMENT OF MONTHLY ACTIVITY

Date	Amount at Cost	Investment	Transaction	Rate*
01-Jun-22	\$2,261.62	CAMP	Interest	1.140%
01-Jun-22	392.00	FNMA	Interest	0.560%
01-Jun-22	1,811.25	CORP	Interest	3.150%
01-Jun-22	1,181.25	CORP	Interest	1.350%
01-Jun-22	2,163.00	CORP	Interest	0.824%
02-Jun-22	3,500,000.00	LAIF	Purchase	0.750%
03-Jun-22	91,548.00	CORP	Purchase	1.700%
03-Jun-22	641,227.75	TREAS	Purchase	2.625%
03-Jun-22	780.00	CORP	Interest	0.800%
03-Jun-22	646,176.42	TREAS	Sell	1.625%
04-Jun-22	337.50	FNMA	Interest	0.250%
07-Jun-22	225.00	CORP	Interest	0.450%
08-Jun-22	5,000,000.00	LAIF	Purchase	0.750%
08-Jun-22	240.00	CORP	Interest	0.800%
15-Jun-22	1,500,000.00	LAIF	Sell	0.750%
15-Jun-22	247.00	ABS	Interest	1.040%
15-Jun-22	37.42	ABS	Interest	0.440%
15-Jun-22	31.77	ABS	Interest	0.400%
15-Jun-22	25.33	ABS	Interest	0.380%
15-Jun-22	227.79	ABS	Interest	3.320%

Monthly Investment Transactions
August 9, 2022
Page 2

Date	Amount at Cost	Investment	Transaction	Rate*
15-Jun-22	54.17	ABS	Interest	0.520%
15-Jun-22	27.74	ABS	Interest	0.430%
15-Jun-22	583.36	ABS	Interest	3.390%
15-Jun-22	39.58	ABS	Interest	0.500%
15-Jun-22	17.00	ABS	Interest	0.340%
15-Jun-22	106.33	ABS	Interest	0.580%
15-Jun-22	481.25	TREAS	Interest	0.250%
15-Jun-22	19.16	ABS	Interest	0.550%
15-Jun-22	112.29	ABS	Interest	0.550%
15-Jun-22	8,420.81	ABS	Paydown	0.400%
15-Jun-22	8,088.51	ABS	Paydown	0.440%
15-Jun-22	4,322.45	ABS	Paydown	0.550%
15-Jun-22	11,362.72	ABS	Paydown	0.430%
17-Jun-22	2,012.50	FNMA	Interest	0.500%
18-Jun-22	10,217.24	ABS	Paydown	0.370%
18-Jun-22	45.64	ABS	Interest	0.370%
20-Jun-22	18.75	ABS	Interest	0.500%
20-Jun-22	56.67	ABS	Interest	0.340%
20-Jun-22	78.33	ABS	Interest	0.470%
20-Jun-22	20.58	ABS	Interest	0.450%
20-Jun-22	10,764.32	ABS	Paydown	0.450%
22-Jun-22	1,100,000.00	LAIF	Sell	0.750%
25-Jun-22	13.56	FNMA	Interest	3.203%
25-Jun-22	22.96	ABS	Interest	0.290%
25-Jun-22	19.31	ABS	Interest	0.480%
25-Jun-22	13.45	FNMA	Paydown	3.203%
25-Jun-22	4,292.67	ABS	Paydown	0.480%
25-Jun-22	111.07	ABS	Paydown	0.290%
28-Jun-22	91,917.38	CORP	Purchase	2.750%
29-Jun-22	2,500,000.00	LAIF	Purchase	0.750%
30-Jun-22	1,379.88	TREAS	Interest	0.750%
30-Jun-22	2,712.50	TREAS	Interest	1.750%
30-Jun-22	787.50	TREAS	Interest	0.375%
30-Jun-22	5,287.50	TREAS	Interest	2.250%
30-Jun-22	918.75	TREAS	Interest	0.875%

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

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities)

A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

AGENCY (U.S. Government Agency Issues)

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

BOND (Municipal Bonds or Note)

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

CAMP (California Asset Management Program)

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment pool at a reasonable cost. Participation is limited to California public agencies.

CD (Certificate of Deposit)

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

COM (Commercial Paper)

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

CORP (Corporate Notes)

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

FNMA (Federal National Mortgage Association)

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

LAIF (Local Agency Investment Fund, State of California)

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

MMF (Money Market Fund)

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

SUPRA (Supra-National Agency Bonds or Notes)

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

TREAS (U.S. Treasury Notes)

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

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of June 2022.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Quarterly Schedule of Investments – as of June 30, 2022

INTRODUCTION

The City invests idle funds in compliance with the California Government Code (CGC) and the City's investment policy, which the City Council last reviewed and approved in January 2022. The portfolio is highly-rated and well-diversified. While the portfolio is subject to the ebb and flow of market yield fluctuations, it is largely protected from the stock market volatility as the CGC and the City's investment policy narrowly define the authorized types of investments available. Additionally, City staff works closely with PFM Asset Management, LLC (PFM), the City's investment advisor, to seek out quality investments in proven sectors and keep investment allocations to any one issuer low as a percentage.

The City's investments summarized in this report are allocated to a variety of funds such as the General Fund, Water Utility Fund, Redevelopment Successor Agency Funds, Restricted Special Revenue Funds, and Fiduciary Funds.

The City's investment objectives, in order of priority, are safety, liquidity and yield. To meet these objectives, the City utilizes the following types of investments:

U.S. Treasury Notes

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

Federal Agency Bonds or Notes:

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This includes Collateralized Mortgage Obligations (CMOs).

- **FHLB (Federal Home Loan Bank Bonds)**
Bonds and discount notes issued by the Federal Home Loan Bank to provide funding to member institutions and make available money to the residential mortgage market.
- **FHLMC (Federal Home Loan Mortgage Corp)**
A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees and then re-sells the securities on the open market.
- **FNMA (Federal National Mortgage Association)**
A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.
- **FFCB (Federal Farm Credit Bank)**The Federal Farm Credit Bank is an independent agency of the U.S. Government that issues bonds and discount notes to provide short- and long-term credit and credit-related services to farmers, ranchers, rural homeowners, producers and harvesters.

Supra-National Agency Bonds or Notes

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

Negotiable Certificates of Deposit (CDs)

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

Municipal Bonds or Notes:

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

Corporate Notes:

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States. Medium-term corporate notes shall be rated in a rating category of "A" or its equivalent or better.

Commercial Paper:

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

Pooled Funds:

- **LAIF (Local Agency Investment Fund, State of California)**
The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.
- **CAMP (California Asset Management Program)**
A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide professional investment services at a reasonable cost. Participation is limited to California public agencies.
- **Los Angeles County Pool**
This pool is very similar to LAIF. It is well-diversified, very liquid, and offers competitive yields.

SUMMARY – Schedule of Investments as of June 30, 2022

MANAGED PORTFOLIO

Security Type	Market Value	% of Portfolio	% Change vs. 3/31/22	Permitted by Policy	In Compliance
U.S. Treasury Notes	\$ 18,329,307	48.6%	1.3%	100%	Yes
Federal Agency	3,262,556	8.6%	-3.0%	100%	Yes
Federal Agency CMBS	5,050	<0.1%	0.0%	100%	Yes
Municipal Bonds	2,037,830	5.4%	0.0%	100%	Yes
Supranationals	1,564,975	4.1%	0.0%	30%	Yes
Negotiable CDs	289,769	0.8%	0.0%	30%	Yes
Corporate Notes	9,710,948	25.7%	1.1%	30%	Yes
Asset-Backed Security	2,520,103	6.7%	0.6%	20%	Yes
Securities Sub-Total	\$37,720,538	100%			
Cash	139,377				
Total Managed Portfolio	\$37,859,915				

POOLED INVESTMENT ACCOUNTS

	Market Value
LAIF	\$65,797,382.61
CAMP	\$2,417,588.16
	\$68,214,970.77

BANK ACCOUNTS

	Balance
City – Checking*	\$2,411,388.78
City Payroll	\$126,476.68
Successor Housing - Checking	\$1,453,076.76
	\$3,990,942.22

Funds held in reserve as required by debt issuance or non-agency funds - not available for City expenditures:

Successor Agency – Checking	F&M	\$1,857,631.16
Total Portfolio		\$111,923,459.15


* The balance includes a significant amount in uncashed (recently-issued) checks.

Attached is a more detailed report of the managed portfolio provided by PFM.

STAFF RECOMMENDATION

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


Jose Gomez
Director of Finance & Administrative Services


Thaddeus McCormack
City Manager



City of Lakewood

Investment Performance Review For the Quarter Ended June 30, 2022

Client Management Team

Sarah Meacham, Managing Director
Robert Cheddar, CFA, Managing Director
Richard Babbe, CCM, Senior Managing Consultant

PFM Asset Management LLC

633 W 5th St., 25th Floor
Los Angeles, CA 90071
213-415-1699

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

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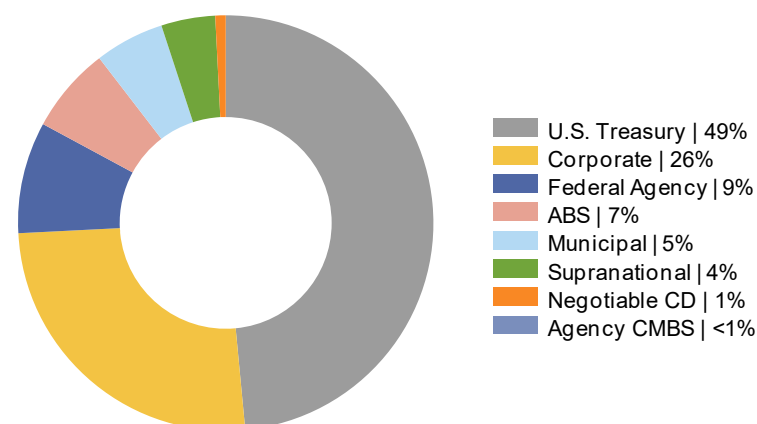
Portfolio Review

Portfolio Snapshot¹

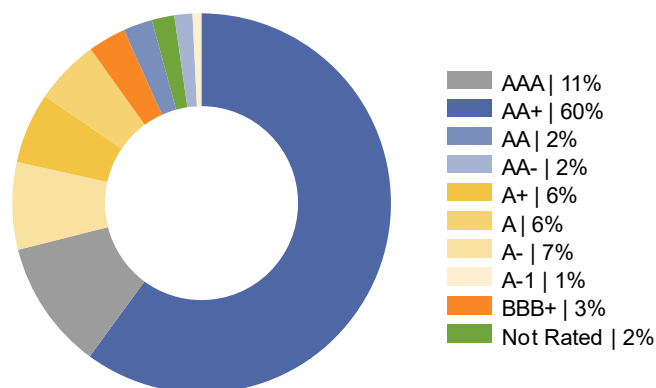
Portfolio Statistics

Total Market Value	\$37,859,915.22
Securities Sub-Total	\$37,588,474.76
Accrued Interest	\$132,063.79
Cash	\$139,376.67
Portfolio Effective Duration	2.42 years
Benchmark Effective Duration	2.52 years
Yield At Cost	1.32%
Yield At Market	3.06%
Portfolio Credit Quality	AA

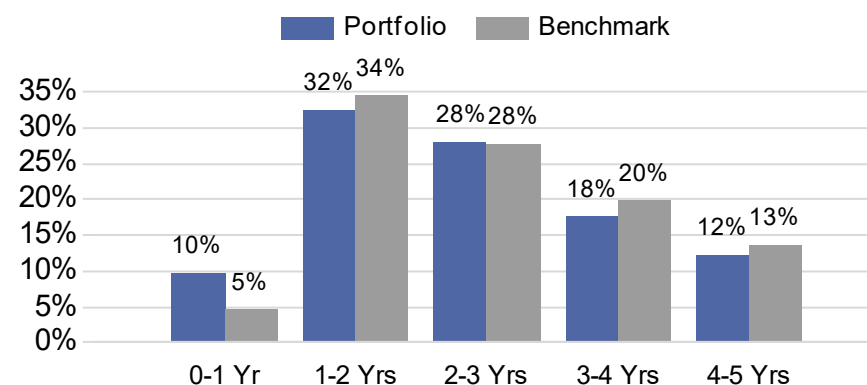
Sector Allocation



Credit Quality - S&P

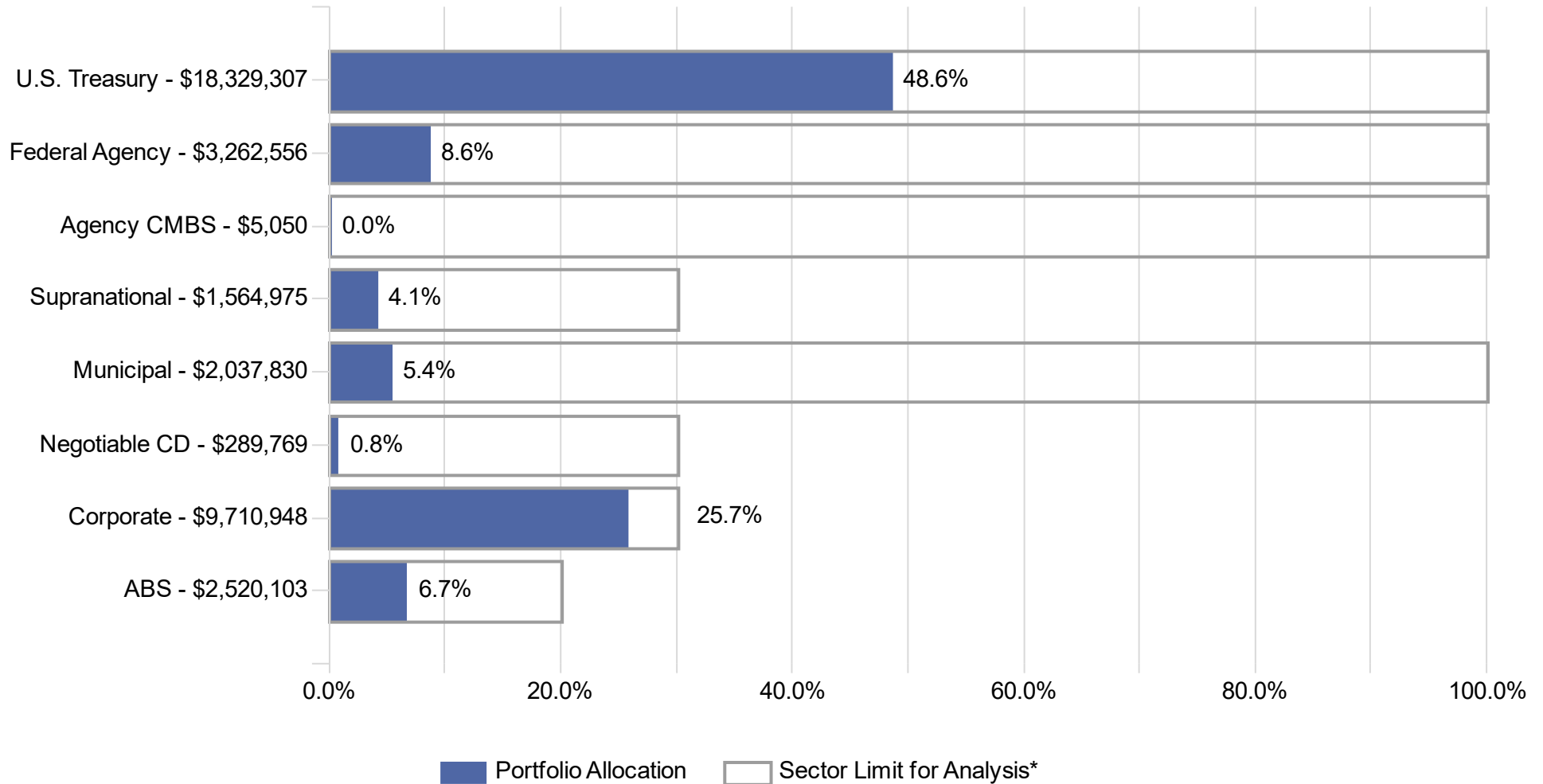


Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interests. The portfolio's benchmark is currently the ICE BofAML 1-5 Year U.S. Treasury Index. Prior to 3/31/19 it was the ICE BofAML 1-3 Year U.S. Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Analytics

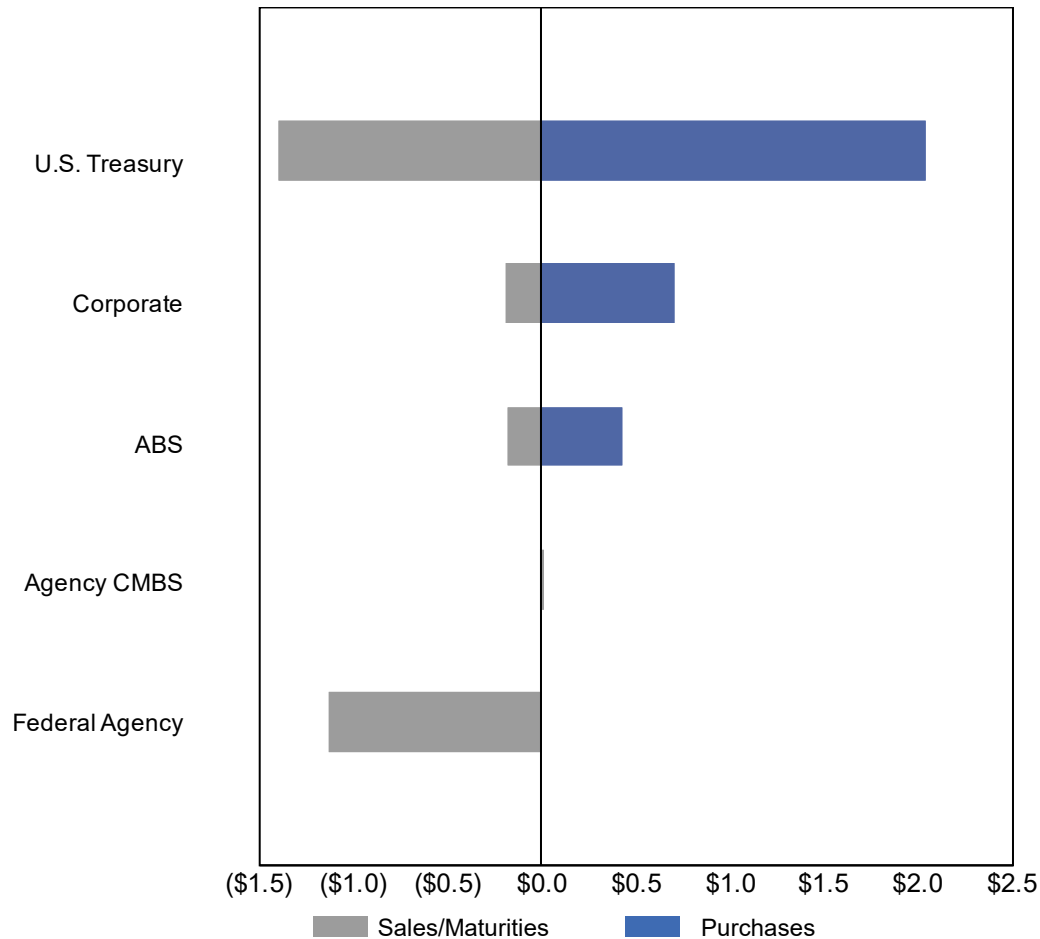


For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Portfolio Activity

Net Activity by Sector
(\$ millions)

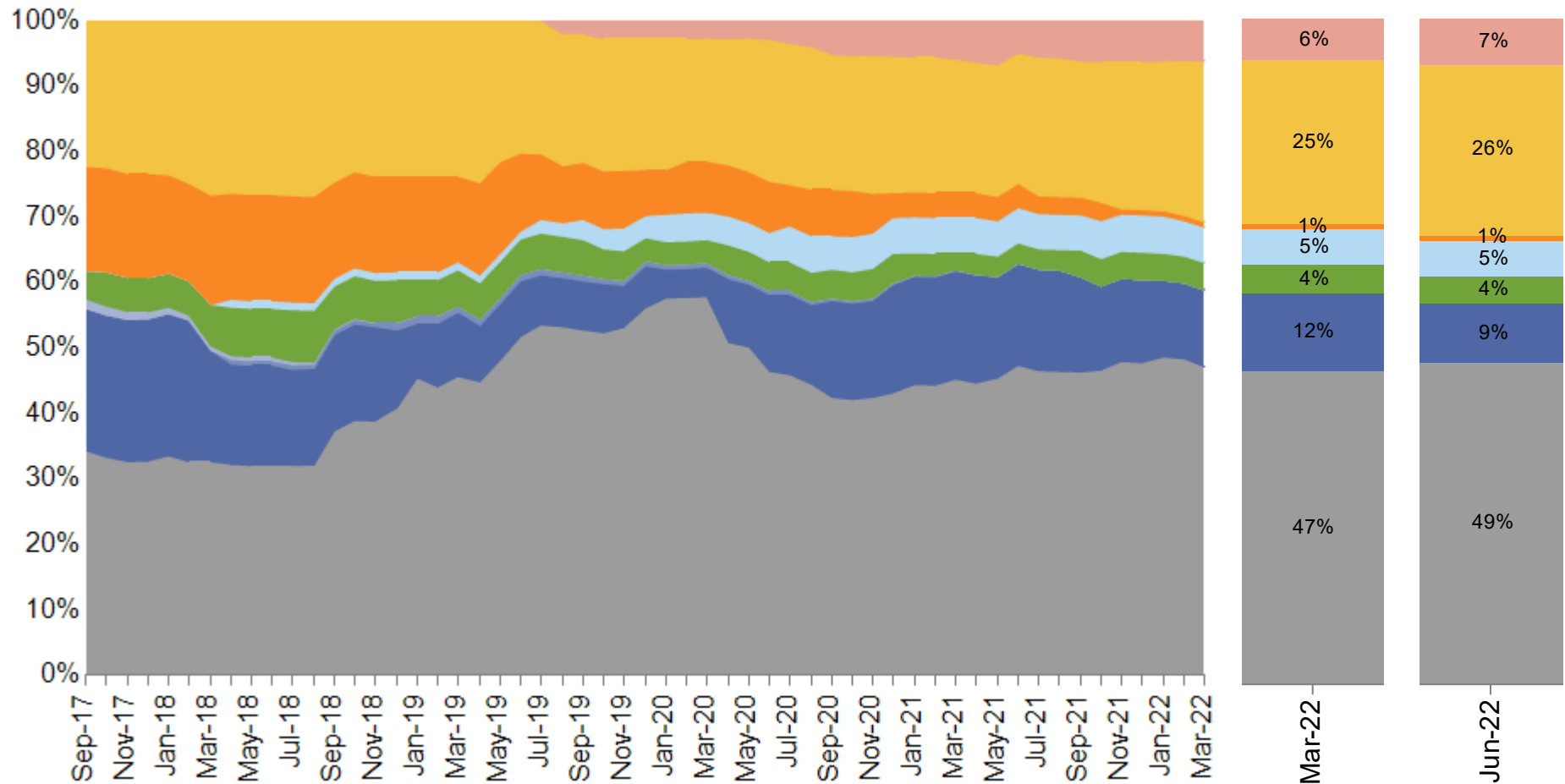


Sector	Net Activity
U.S. Treasury	\$638,777
Corporate	\$521,420
ABS	\$248,297
Agency CMBS	(\$41)
Federal Agency	(\$1,118,604)
Total Net Activity	\$289,848

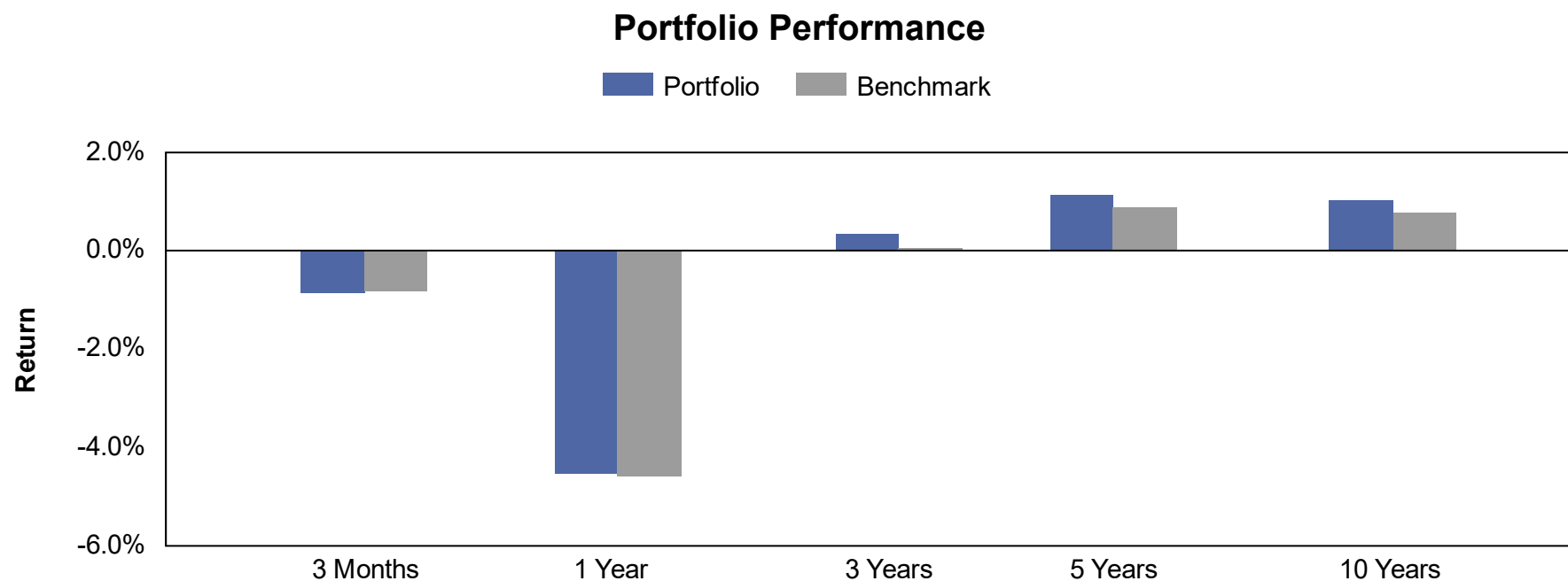
Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Historical Sector Allocation

U.S. Treasury Agency CMBS Agency CMO Supranational Municipal Negotiable CD Corporate ABS
 Federal Agency



Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years
Interest Earned ²	\$132,747	\$523,095	\$1,979,746	\$3,327,246	\$5,368,259
Change in Market Value	(\$457,169)	(\$2,308,753)	(\$1,608,962)	(\$1,235,505)	(\$1,656,492)
Total Dollar Return	(\$324,422)	(\$1,785,658)	\$370,784	\$2,091,741	\$3,711,767
Total Return³					
Portfolio	-0.85%	-4.50%	0.33%	1.14%	1.02%
Benchmark ⁴	-0.81%	-4.61%	0.04%	0.90%	0.77%
Difference	-0.04%	0.11%	0.29%	0.24%	0.25%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is December 31, 2007.

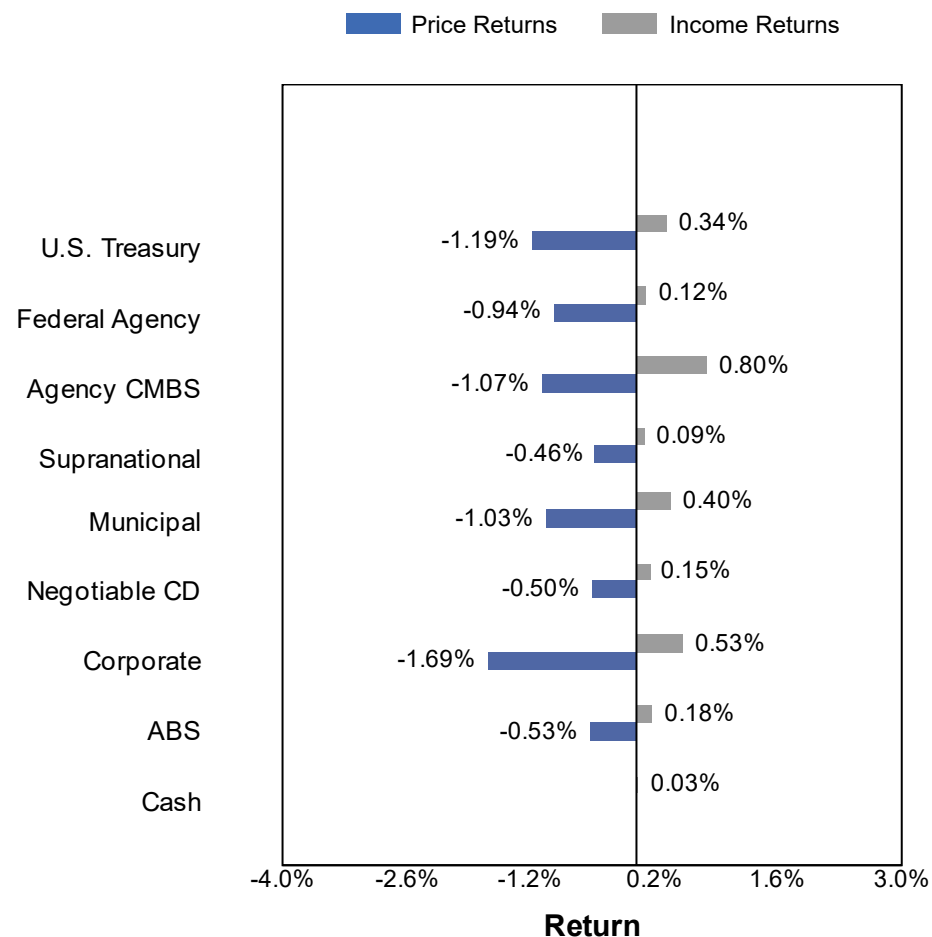
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

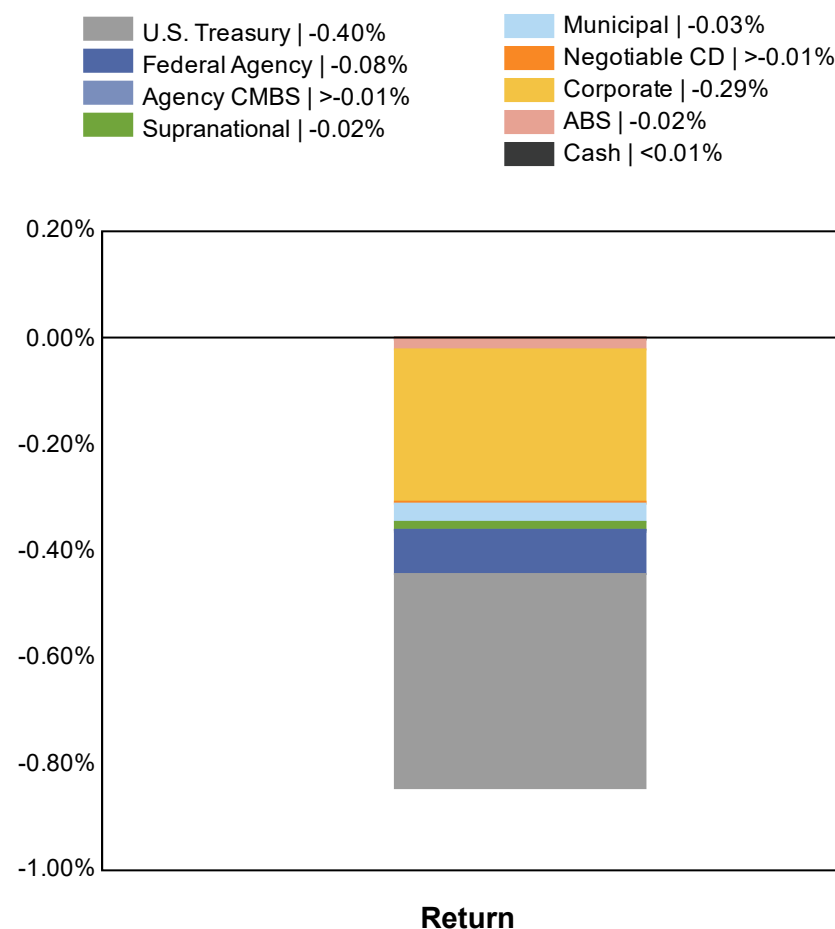
4. The portfolio's benchmark is currently the ICE BofAML 1-5 Year U.S Treasury Index. Prior to 3/31/19 it was the ICE BofAML 1-3 Year U.S Treasury Index. Source: Bloomberg.

Quarterly Sector Performance

Total Return by Sector

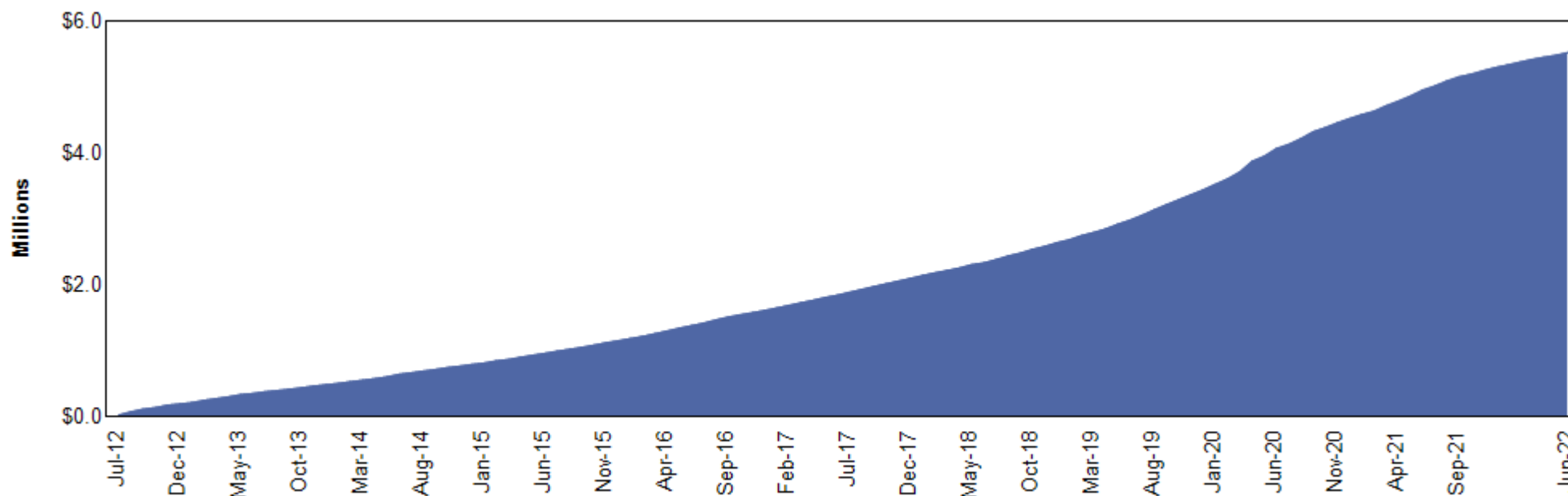


Contribution to Total Return



1. Performance on trade-date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
2. Income returns calculated as interest earned on investments during the period.
3. Price returns calculated as the change in market value of each security for the period.
4. Returns are presented on a periodic basis.

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$132,747	\$523,095	\$1,979,746	\$3,327,246	\$5,368,259
Realized Gains / (Losses) ³	(\$10,967)	\$95,581	\$546,632	\$310,972	\$596,865
Change in Amortized Cost	(\$15,109)	(\$46,093)	\$14,293	\$39,583	(\$437,967)
Total Earnings	\$106,671	\$572,583	\$2,540,671	\$3,677,801	\$5,527,157

1. The lesser of 10 years or since inception is shown. Performance inception date is December 31, 2007.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Fixed-Income Sector Outlook – 3Q 2022

Sector	Our Investment Preferences
COMMERCIAL PAPER / CD	
TREASURIES	
T-Bill	
T-Note	
FEDERAL AGENCIES	
Bullets	
Callables	
SUPRANATIONALS	
CORPORATES	
Financials	
Industrials	
SECURITIZED	
Asset-Backed	
Agency Mortgage-Backed	
Agency CMBS	
MUNICIPALS	

● Current outlook

○ Outlook one quarter ago

Negative

Slightly
Negative

Neutral

Slightly
Positive

Positive

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: Honorable Mayor and City Council

SUBJECT: Approval of Agreement to Extend Private Security Patrols

INTRODUCTION

City Council approved the Neighborhood Safety Enhancement Plan on March 22, 2022, to address public safety issues, particularly increases of auto thefts and catalytic converter thefts. One component of the plan was to hire private security to provide overnight patrols of residential neighborhoods to report any criminal or suspicious activity to the Sheriff's Department as a 3-month pilot project.

STATEMENT OF FACTS

Private security patrols commenced on April 24, 2022, with four unarmed, uniformed guards conducting nightly vehicle patrols throughout all neighborhoods, being highly visible and watching for any criminal or suspicious activity. Any activity observed is reported to the Sheriff's Department for a deputy sheriff response and further investigation. The guards will directly address some activity such as scavengers, people at parks after hours and loitering near shopping centers.

Staff assessed crime trends before and after the patrol service started. Though overall crime increased, auto thefts and catalytic converter thefts have remained flat or slightly decreased during the time of the private security patrols. During the same period, other neighboring cities experienced significant increases of these crimes.


Additionally, the guards have had a positive impact on safety and security of the Lakewood community in other ways. A guard patrolling San Martin Park located a homeless woman with children staying the night in the park. The guard alerted the Sheriff's Department and assisted in attempting to locate a shelter for the family. Another time, a guard was flagged down by an individual suffering a mental health crisis and expressing suicidal thoughts. The guard requested deputies and kept the individual calm by talking with him until first responders arrived to further evaluate the person.


The Public Safety Committee received a report on the status of the private security patrols effectiveness and recommended the 3-month pilot be extended an additional three months to October 11, 2022. The City Manager signed an initial 1-month extension through August 11, 2022.

The private security provider has requested a rate adjustment to increase the hourly rate by \$3.00 (8%), from \$38.00 to \$41.00, due to increased fuel prices and inflation. The increase would be effective August 11, 2022, if approved.

RECOMMENDATION

Staff recommends the City Council approve an agreement with Southwest Patrol, Inc. to extend private security patrol services through October 11, 2022 and authorize the City Manager to sign the agreement 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 August 11, 2022, 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, for a period of two (2) months 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 driving in all Lakewood residential neighborhoods and shopping centers. Officers will be taking a 30 minute nonpaid lunch, client will be billed for an eight (8) hour shift. Stand By Time may be applied when the Officers have to stay on patrol or a designated location longer than the scheduled shift when requested by *CUSTOMER*. Any changes to services must be done in writing via email with a twenty-four (24) hour advance notice. Officers will be properly equipped, uniformed, and appropriately attired.

3. *COMPANY* shall be responsible, for the direct supervision of the officers furnished through its designated representatives at the premises to which this contract relates and such representatives, will in turn, be available at all reasonable times to consult with the designated representatives of the *CUSTOMER* with respect to security services rendered there under. The *COMPANY* will pay all wages, expenses, federal, social security taxes, unemployment taxes, and any similar taxes. The *COMPANY* will, upon reasonable notice and request of the *CUSTOMER*, remove any guard from *CUSTOMER'S* premises any time it desires and for any reason whatsoever.

4. The *CUSTOMER* agrees to pay *COMPANY* by check once invoice is received and within our payment schedule (net-30). *COMPANY* will add on a 5% late fee on each billing cycle until payment is received in full if payment becomes denied. *CUSTOMER* agrees to pay reasonable attorney and other fees, which may be incurred by *COMPANY* if collection action is needed under this contract.

5. If there is enacted any law regulation, ruling or other such mandate, by an authority having jurisdiction of the subject matter which alters the hours of service, rates of pay, working conditions, or costs of performing the security service herein provided of, *CUSTOMER* agrees that this contract will be subject to renegotiations to take into account these increased costs. All rates are subject to change according to any and all increased costs, with a thirty (30) day notice given to *CUSTOMER*.

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

7. Indemnification and defense

A. Indemnity.

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

B. Duty to Defend.

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

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

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

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

City of Lakewood:

Southwest Patrol, Inc.:

Thaddeus McCormack, City Manager

Authorized Representative

EXHIBIT A

Rate Schedule

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$3,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally

provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

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

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

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

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

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

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: Honorable Mayor and City Council

SUBJECT: Justice Assistance Grant Program Funding for License Plate Reader System

INTRODUCTION

Each year the City is eligible to receive an allocation of funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The purpose of the program is to fund crime prevention and criminal justice programs and projects.

STATEMENT OF FACTS

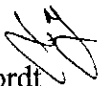
The City has been notified that we may claim an entitlement grant of \$18,608 from the Justice Assistance Program and that the purchase of a vehicle mounted License Plate Reader (LPR) system is an eligible expense. The LPR system would expand existing use of technology to combat crime and apprehend wanted suspects and vehicles. The LPR system will be affixed to a deputy patrol unit to be deployed exclusively in Lakewood. Working similarly to the network of existing LPR cameras, the in-vehicle system would alert the deputy to a "hit" to take appropriate action to stop and further investigate a vehicle.

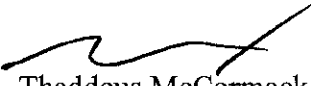
The JAG program requires the City Council to review the proposed project during a regularly scheduled meeting of the Council and allow an opportunity for the public to provide comment. The Public Safety Committee reviewed the proposed project and recommended the item be presented to the City Council for consideration and approval.

RECOMMENDATION

Staff recommends the City Council:

- 1) Approve the proposed JAG Program funding project for the purchase of a vehicle mounted License Plate Reader system
- 2) Authorize the Mayor to sign the Certifications and Assurances by the Chief Executive of the Applicant Government
- 3) Authorize the City Manager to sign the appropriate award acceptance documents
- 4) Direct the Director of Finance & Administrative Services to appropriate \$18,608 of JAG funds in the FY2022-2023 budget.


Joshua Yordt
Director of Public Safety


Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

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. Due to unforeseen delays, Long Beach Transit was not able to finalize the new contracts prior to the expiration of the previous agreements on June 30, 2022. Long Beach Transit assured City staff that they would continue to provide the same level of Fixed Route and Dial-A-Lift services until the new contracts were in place. 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 2016-2017:

PROGRAM	FISCAL YEAR						
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023*
FIXED ROUTE TRIPS	1,143,916	1,142,243	1,177,356	930,111	718,187	(n/a)	824,149
DIAL-A-LIFT TRIPS	2,950	2,772	2,522	1,921	499	1,067	1,500

*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 2022-2023 is not to exceed \$177,918.

Reimbursement for Dial-A-Lift Services. The compensation for Dial-A-Lift services is based upon the rate of \$49.61 per passenger boarding for Fiscal Year 2022-2023. The total compensation for Dial-A-Lift services for Fiscal Year 2022-2023 is not to exceed \$74,415.

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 2022-2023. 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



1963 E. Anaheim St., Long Beach, CA 90813
Phone: 562.591.8753 | Fax: 562.218.1994
www.lbtransit.com

July 29, 2022

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 2022-2023, commencing July 1, 2022 and terminating June 30, 2023. 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 \$177,918 for fiscal year 2022-2023. If this Agreement is terminated prior to June 30, 2023, 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

Steve Croft
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, 2022, by and between the CITY OF LAKEWOOD, a Municipal Corporation, sometimes herein called the "City", and LONG BEACH TRANSIT, a California non-profit corporation, sometimes herein called "LBT".

WITNESSETH:

WHEREAS, LBT currently serves persons who are mobility impaired in the cities of Long Beach, Lakewood, Paramount and Signal Hill, with demand-response transit service, commonly referred to as Long Beach Transit Dial-A-Lift; and

WHEREAS, LBT executed a new five-year service agreement effective March 1, 2021-February 28, 2026 with Global Paratransit, Inc., a California corporation ("Contractor"), to provide the Dial-A-Lift service; and,

WHEREAS pursuant to that certain LBT agreement #20-030 hereto attached and herein referenced as Exhibit "A" for Dial-A-Lift Paratransit Services ("Service Agreement"); and

WHEREAS, the City Council of the City of Lakewood desires that LBT continue to provide Dial-A-Lift services to Lakewood residents in accordance with the conditions and terms hereinafter set forth; and

WHEREAS, LBT is willing to continue to provide Dial-A-Lift services to mobility impaired residents of the City of Lakewood in consideration thereof and in accordance with and subject to the terms and provisions of this Agreement;

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term of Contract. This Agreement shall be effective when executed by the parties hereto and shall be for the fiscal year 2022-2023, commencing July 1, 2022, and terminating June 30, 2023. 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 2022-2023 (July 1, 2022 -June 30, 2023) shall be \$49.61 per passenger boarding. LBT shall be authorized to provide for fiscal year 2022-2023 a total of 1500 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 2022 through September 2022, October 2022 through December 2022, January 2023 through March 2023, April 2023 through June 2023. 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, 2023, 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: _____
Steve Croft
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

Attest: _____
City Clerk

Vincent C. Ewing
General Counsel

APPROVED AS TO FORM

Date: _____

City Attorney

Date: _____

"EXHIBIT A"

AGREEMENT NO. 20-030

BETWEEN

LONG BEACH PUBLIC TRANSPORTATION COMPANY

AND

GLOBAL PARATRANSIT, INC.

THIS AGREEMENT is made and entered into this 10th day of December, 2020, by and between the **LONG BEACH TRANSIT** A California public corporation, with its principal office located at 1963 E. Anaheim St., Long Beach, CA 90813 ("LBT") (Hereinafter referred to as "Buyer"), and **GLOBAL PARATRANSIT, INC.** with its principal office located at 400 W Compton Blvd, Gardena, CA 90248 (Hereinafter referred to as "Seller")

WITNESSETH

WHEREAS, Buyer requires the services of Seller to provide Dial-A-Lift Paratransit Services;

WHEREAS, said work and/or material cannot be performed by the regular employees of Buyer;

WHEREAS, Seller has represented that it has the requisite personnel and experience, and is capable of providing such work and/or material; and

WHEREAS, Seller wishes to provide such work and/or material.

NOW, THEREFORE, it is mutually understood and agreed by Buyer and Seller as follows:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, Exhibits, RFP Package Documents, and Proposal Documents constitutes the complete and exclusive statement of the terms and conditions of the agreement between Buyer

and Seller and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions. Buyer's failure to insist in any one or more instances upon Seller's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of Buyer's right to such performance or to future performance of such term(s) or condition(s) and Seller's obligation in respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon Buyer except when specifically confirmed in writing by an authorized representative of Buyer.

ARTICLE 2. BUYER DESIGNEE

The President and CEO of Buyer, or his designee, shall have the authority to act for Buyer as set forth in this Agreement and per the authorization granted by Buyer's Board of Directors.

ARTICLE 3. SCOPE OF WORK

Seller shall perform the work necessary to complete in a manner satisfactory to Buyer, the services set forth in the Scope of Work / Requirements specifications of RFP 20-030 and said RFP, Global Paratransit, Inc. proposal dated January 15, 2020, which is incorporated by this reference and made a part of this Agreement.

ARTICLE 4. TERMS INCORPORATED BY REFERENCE

The following Terms and Conditions are incorporated by reference:

1. Attachment A, General Terms & Conditions
2. Attachment C, Insurance Requirements
3. Attachment L- Drug Testing Requirements
4. Attachment LBT-14, Request for Change Order Process
5. Attachment K - FTA Terms and Conditions
6. Attachment H - SBE Participation Form

ARTICLE 5. TERM OF AGREEMENT

This Agreement shall commence upon execution by the parties and shall continue for five (5) years, and/or until the work and/or materials in the Scope of Work / Requirements have been delivered per the schedule in Seller's proposal, or as modified and agreed to in writing between Buyer and Seller.

ARTICLE 6. NOTICE TO PROCEED

The Notice to Proceed shall be issued within twenty (20) working days of the Agreement execution. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between Buyer and Seller.

ARTICLE 7. PAYMENT

For Seller's full and complete performance of its obligations under this Agreement, Buyer shall pay Seller the sum of six million, eight hundred eighty-four thousand, five hundred and eighty dollars and fifty-five cents (\$6,884,580.55), for a five year base Agreement.

This is a fixed priced contract based on the California CNG fuel rate, in the event of the CNG fuel rate rising more than 2% from the current California's OPIS rate, the Buyer will be obligated to pay for the price difference to the Seller. However, in the event of the CNG fuel rate decreasing more than 2% from the current California's OPIS rate, the Buyer will be obligated for a credit in that current month's billing.

Invoices shall be submitted by Seller to Buyer's Accounts Payable Office. Each invoice shall reference the Purchase Order number assigned for this specific project, and the amount of payment requested. Buyer shall remit payment within thirty (30) days of receipt and approval of each correct invoice.

ARTICLE 8. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, Buyer and Seller mutually agree that Buyer's maximum cumulative payment obligation hereunder (including obligation for Seller's profit) shall be six million, eight hundred eighty-four thousand, five hundred and eighty dollars and fifty-five cents (\$6,884,580.55), including all amounts payable to Seller for any subcontracts, leases, materials and costs arising from, or due to termination of this Agreement.

ARTICLE 9. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes, shall be by delivery in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To Seller:

GLOBAL PARATRANSIT, INC.

400 West Compton Blvd

Gardena, CA 90241

Attention: Reza Nasrollahy

To Buyer:

LONG BEACH TRANSIT

1963 E. Anaheim Street

Long Beach, CA 90801

Attention: Lee Burner

CC: Vince C. Ewing

Majed Albokaei

ARTICLE 10. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents and reports produced under this Agreement shall be delivered to, and become upon payment in full for all services rendered, the property of, Buyer. Copies may be made for Seller's records. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by Buyer.

ARTICLE 11. CHANGE ORDERS

No changes may be made to the General Requirements, Technical Specifications or Scope of Work without written authorization from the Buyer. Any requests for changes from Seller must be made using Buyer's Request For Change Order ("RFCO") process identified as "Purchase Order Attachment LBT-14, Request for Change Order Process". The RFCO process consists of completing a request form, identifying any impact to cost or schedule, and obtaining written approval of Buyer. Complete instructions are attached to the form. Approved RFCO's will result in a revision to the Purchase Order.

SIGNATURES ON NEXT PAGE

This Agreement shall be made effective upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. 20-030 to be executed on the date first written above.

LONG BEACH TRANSIT

By Ken McDonald
Kenneth A. McDonald
President and CEO

Date 12/28/2020

GLOBAL PARATRANSIT, INC.

By Reza Nasrollahy
Reza Nasrollahy
President and CEO

Date Dec-21-2020

APPROVED AS TO FORM

By Vince Ewing
Vincent C. Ewing
General Counsel

Date 12/28/2020

EXHIBIT "B"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2019

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.

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PRODUCER		CONTACT NAME: Azucena Chacon	
Brown & Brown Insurance Services of CA, Inc.		PHONE (A/C, No. Ext): (714)221-1845	FAX (A/C, No): (714)221-4198
2401 E. Katella Ave.		E-MAIL ADDRESS: achacon@bbsocal.com	
Suite 550		INSURER(S) AFFORDING COVERAGE	
Anaheim CA 92806		INSURER A: Illinois Union Ins Co	NAIC #: 27960
INSURED		INSURER B: ACE Property & Casualty Insurance Co	20699
Global Paratransit, Inc.		INSURER C:	
400 W Compton Blvd		INSURER D:	
Gardena CA 90248		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19/20 MASTER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> OTHER	Y	MLPG27909371004	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Sexual Abuse Coverage \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	CALH08704727005	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NIL		XFLG27909383005	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		MLPG27909371004	10/01/2019	10/01/2020	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Paramount is named as Additional Insured as respects to General Liability and Auto Liability in regards to the operations of the Named Insured per endorsement form to follow from carrier.

CERTIFICATE HOLDER

CANCELLATION

City of Paramount 16400 Colorado Ave. Paramount, GA 90723	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2019

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PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anahelm CA 92806	CONTACT NAME: Azucena Chacon PHONE (A/C, No, Ext): (714)221-1845 FAX (A/C, No): (714)221-4198 E-MAIL ADDRESS: achacon@bbsocal.com
INSURED Global Paratransit, Inc. 400 W Compton Blvd Gardena CA 90248	INSURER(S) AFFORDING COVERAGE INSURER A: Illinois Union Ins Co INSURER B: ACE Property & Casualty Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 19/20 MASTER**REVISION NUMBER:**

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A	<input checked="" type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOG OTHER:	N		MLPG27909371004	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Sexual Abuse Coverage \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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	N		CALH08704727005	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL	N		XFLG27909383005	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N		MLPG27909371004	10/01/2019	10/01/2020	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Medical Transportation Services.

Long Beach Public Transit, the Cities of Long Beach, Lakewood, Signal Hill, and their Board of Directors, Officers, employees, assigns, agents and successors, in interest (collectively LBT) are named as additional insured. Coverage is primary and non-contributory per end form DA-9074c (03/16).

CERTIFICATE HOLDER**CANCELLATION**

Long Beach Public Transit, the Cities of Long Beach Lakewood, and Signal Hill PO Box 731 Long Beach CA 90801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
2/25/2019

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PRODUCER Commercial Lines USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: PHONE (A/C, No, Ext): 888-572-2412 FAX (A/C, No): E-MAIL ADDRESS: certs@trinet.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED TriNet HR XI, Inc. L/C/F Global Paratransit, Inc PO Box 241448 Charlotte, NC 28224															

COVERAGES **CERTIFICATE NUMBER:** 13930970 **REVISION NUMBER:** See below

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WLRC66052023	3/1/2019	3/1/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation coverage is limited to employees leased to Global Paratransit, Inc. by TriNet HR XI, Inc. pursuant to the terms of a fully executed service agreement. A Waiver of Subrogation applies in favor of certificate holder as required by written contract.

CERTIFICATE HOLDER

 Long Beach Public Transportation Company
 P.O. Box 731
 Long Beach, CA 90801-0731

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Community Development Block Grant Funding Agreements with Community Family Guidance Center – COVID Relief

INTRODUCTION

During the COVID-19 pandemic, Community Family Guidance Center provided a much needed service to the Lakewood Community.

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 continues 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 allocated the sum of \$16,000 in the 2020-2021 CDBG-CV budget to prevent, prepare for and respond to Coronavirus while providing mental health, child abuse treatment and prevention, case management, and other counseling services to residents of the City of Lakewood. At the time this allocation was proposed, the protocol for record keeping for these extra funds was not clear. Through a HUD provided training in January of 2022 and a telephone conversation with Lakewood's HUD representative, regarding CDBG-CV funding, it was communicated that a contract with each sub-recipient receiving these funds is required in an effort to ensure the proper documentation and record keeping of all Community Development Block Grant Cares Act (CDBG-CV) funding regulations.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Community Family Guidance Center to provide counseling services to the residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as “GRANTEE,” and COMMUNITY FAMILY GUIDANCE CENTER a California non-profit corporation, hereinafter referred to as “SUBRECIPIENT”

WITNESSETH:

WHEREAS, City is desirous of contracting with SUBRECIPIENT for the performance of hereinafter described as to prevent, prepare for and respond to Coronavirus while providing counseling services for children, parents and families and of the City of Lakewood; and

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

WHEREAS, GRANTEE has allocated \$16,000 in the 2020-2021 CDBG-CV Budget to prevent, prepare for and respond to Coronavirus while 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

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. 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

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:

GRANTEE has allocated \$16,000 to Community Family Guidance to prevent, prepare for and respond to Coronavirus while providing mental health services to alleviate the trauma of child abuse and mental illness to 90 individuals between July 1, 2020 and June 30, 2021.

B. National Objectives

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG-CV 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

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, 2020 and ending June 30, 2021, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by 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, 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 GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

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 SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. 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 SUBRECIPIENT performing services hereunder, nor shall 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 GRANTEE shall not exceed \$16,000.00. 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 GRANTEE shall not, in any event, exceed \$16,000.00 for fiscal year 2020-2021. No payment shall be made by GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of 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 GRANTEE. 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 GRANTEE may require to substantiate the need for payment by 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 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 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 2020-2021.

When SUBRECIPIENT retains program income, transfers of grant funds by GRANTEE to 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 GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

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

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 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

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

SUBRECIPIENT's obligation to 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 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 GRANTEE, or
- B. Is disposed in a manner which results in 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

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 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

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

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

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 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

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 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

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, 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

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

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

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. SUBRECIPIENT shall agree to submit documentation provided by GRANTEE which demonstrates compliance with hour and wage requirements of this part.

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 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 SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. 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 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing an Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing 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 GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

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.

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

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.

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, GRANTEE shall pay 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 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

Mayor

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

COMMUNITY FAMILY GUIDANCE CENTER

By _____

Title

RESOLUTION NO. 2022-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ENTERING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND COMMUNITY FAMILY GUIDANCE CENTER TO PREVENT, RESPOND TO, AND PREPARE FOR CORONAVIRUS WHILE PROVIDING COUNSELING SERVICES FOR FAMILIES AND JUVENILE RESIDENTS OF THE CITY OF LAKEWOOD DURING THE COVID-19 PANDEMIC FOR THE FISCAL YEAR 2020-2021

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 possesses the manpower, equipment and skills requisite and necessary to furnish said services for the performance of hereinafter described as to prevent, prepare for and respond to Coronavirus while providing counseling services for children, parents and families and of the City of Lakewood; 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 during an;

WHEREAS, the City has allocated \$16,000 in the 2020-2021 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 entered for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

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 9TH DAY OF AUGUST, 2022.

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 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 2020-2021 as set forth in said agreement and this resolution.

COMMUNITY FAMILY GUIDANCE CENTER

By _____

Title _____

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Community Development Block Grant Funding Agreements with Human Services Association – COVID Relief

INTRODUCTION

During the COVID-19 pandemic, Human Services Association provided a much needed service to the Lakewood Community.

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.

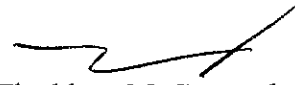
The city entered into an agreement with Human Services Association in 2007. The city continues to contract with the Human Services Association for providing congregate meals to frail and isolated senior citizens.

The city allocated the sum of \$16,000 in the 2020-2021 CDBG-CV budget to prevent, prepare for and respond to Coronavirus while providing congregate meals to frail and isolated senior citizens. At the time this allocation was proposed, the protocol for record keeping for these extra funds was not clear. Through a HUD provided training in January of 2022 and a telephone conversation with Lakewood's HUD representative, regarding CDBG-CV funding, it was communicated that a contract with each sub-recipient receiving these funds is required in an effort to ensure the proper documentation and record keeping of all Community Development Block Grant Cares Act (CDBG-CV) funding regulations.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Human Services Association to provide congregate meals to the residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "GRANTEE," and HUMAN SERVICES ASSOCIATION a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with SUBRECIPIENT for the performance of hereinafter described as to prevent, prepare for and respond to Coronavirus while providing 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 GRANTEE; and

WHEREAS, GRANTEE has allocated \$16,000 in the 2020-2021 CDBG-CV Budget to prevent, prepare for and respond to Coronavirus while 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

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. 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

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:

GRANTEE has allocated \$16,000 to Human Services Association to provide prevent, prepare for and respond to Coronavirus while providing congregate meals to 75 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, 2020 and June 30, 2021.

B. National Objectives

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG-CV 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

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, 2020 and ending June 30, 2021, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by 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, 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 GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

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 SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. 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 SUBRECIPIENT performing services hereunder, nor shall 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 GRANTEE shall not exceed \$16,000.00. 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.

For and in consideration of said services, the City shall pay SUBRECIPIENT a maximum of \$5.00 for each unit of service provided by SUBRECIPIENT, including labor, materials, supplies and equipment in supplying said services. It is further agreed that the total cost to be paid by GRANTEE shall not, in any event, exceed \$16,000.00 for fiscal year 2020-2021. No payment shall be made by GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of 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 GRANTEE. 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 GRANTEE may require to substantiate the need for payment by 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 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 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 2020-2021.

When SUBRECIPIENT retains program income, transfers of grant funds by GRANTEE to 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 GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

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

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 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

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

SUBRECIPIENT's obligation to 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 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 GRANTEE, or
- B. Is disposed in a manner which results in 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

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 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

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

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

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 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

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 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

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, 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

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

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

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. SUBRECIPIENT shall agree to submit documentation provided by GRANTEE which demonstrates compliance with hour and wage requirements of this part.

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 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 SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. 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 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing an Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing 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 GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

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.

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

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.

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, GRANTEE shall pay 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 GRANTEE

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Human Services Association
6800 Florence Avenue
Bell Gardens, CA 90201

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

CITY OF LAKEWOOD

APPROVED AS TO FORM

Mayor

City Attorney

ATTEST:

City Clerk

HUMAN SERVICES ASSOCIATION

By _____

Title

RESOLUTION NO. 2022-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ENTERING THE AGREEMENT BETWEEN THE
CITY OF LAKEWOOD AND THE HUMAN SERVICES
ASSOCIATION TO PREVENT, RESPOND TO, AND PREPARE
FOR CORONAVIRUS WHILE PROVIDING SERVICES FOR
SENIOR ADULT RESIDENTS OF THE CITY OF LAKEWOOD
DURING THE COVID-19 PANDEMIC FOR THE FISCAL YEAR
2020-2021

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 while preventing, preparing for and responding to Coronavirus; and

WHEREAS, the City has allocated the sum of \$16,000 in the 2020-2021 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 including preventing, preparing for and responding to Coronavirus, is hereby entered for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

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 9TH DAY OF AUGUST, 2022.

Mayor

Resolution No. 2022-55
Page 2

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 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 2020-2021 as set forth in said agreement and this resolution.

HUMAN SERVICES ASSOCIATION

By _____

Title _____

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Community Development Block Grant Funding Agreements with Lakewood Meals on Wheels – COVID Relief

INTRODUCTION

During the COVID-19 pandemic, Lakewood Meals on Wheels provided a much needed service to the Lakewood Community.

STATEMENT OF FACT

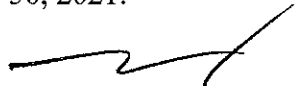
The city entered into an agreement with Lakewood Meals on Wheels in 1995 and the city has determined that providing subsidized meals to Lakewood residents unable to afford to pay and to reimburse volunteer drivers for mileage is a public purpose, and for the general welfare and public benefit. The city continues to contract with Lakewood Meals on Wheels for this purpose.

The city allocated the sum of \$14,000 in the 2020-2021 CDBG-CV budget to prevent, prepare for and respond to Coronavirus while providing home delivered meals to frail and isolated senior citizens. At the time this allocation was proposed, the protocol for record keeping for these extra funds was not clear. Through a HUD provided training in January of 2022 and a telephone conversation with Lakewood's HUD representative, regarding CDBG-CV funding, it was communicated that a contract with each sub-recipient receiving these funds is required in an effort to ensure the proper documentation and record keeping of all Community Development Block Grant Cares Act (CDBG-CV) funding regulations.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Lakewood Meals on Wheels to provide home delivered meals to the frail and elderly homebound residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as “GRANTEE,” and LAKEWOOD MEALS ON WHEELS, a California non-profit corporation, hereinafter referred to as “SUBRECIPIENT”

WITNESSETH:

WHEREAS, the City is desirous of contracting with SUBRECIPIENT for the performance of hereinafter described as to prevent, prepare for and respond to Coronavirus while providing 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 GRANTEE; and

WHEREAS, GRANTEE has allocated \$14,000 in the 2020-2021 CDBG-CV Budget to prevent, prepare for and respond to Coronavirus while 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

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. 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

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:

GRANTEE has allocated \$14,000 to Meals on Wheels to prevent, prepare for and respond to Coronavirus while helping a minimum of 105 frail residents remain in their homes by providing home delivered meals between July 1, 2020 and June 30, 2021.

B. National Objectives

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG-CV 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

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, 2020 and ending June 30, 2021, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by 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, 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 GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

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 SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. 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 SUBRECIPIENT performing services hereunder, nor shall 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 GRANTEE shall not exceed \$14,000.00. 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 GRANTEE shall not, in any event, exceed \$14,000.00 for fiscal year 2020-2021. No payment shall be made by GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of 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 GRANTEE. 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 GRANTEE may require to substantiate the need for payment by 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 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 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 2020-2021.

When SUBRECIPIENT retains program income, transfers of grant funds by GRANTEE to 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 GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

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

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 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

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

SUBRECIPIENT's obligation to 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 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 GRANTEE, or
- B. Is disposed in a manner which results in 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
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 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

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

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

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 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

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 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

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, 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

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

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

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. SUBRECIPIENT shall agree to submit documentation provided by GRANTEE which demonstrates compliance with hour and wage requirements of this part.

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 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 SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. 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 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing 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 GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

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.

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

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.

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, GRANTEE shall pay 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 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:

Lakewood Meals on Wheels
5510 Clark Avenue
Lakewood, CA 90712

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

ATTEST

City Attorney

City Clerk

LAKEWOOD MEALS ON WHEELS

By _____

Title

RESOLUTION NO. 2022-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE
CITY OF LAKEWOOD AND LAKEWOOD MEALS ON
WHEELS TO PREVENT, RESPOND TO, AND PREPARE FOR
CORONAVIRUS WHILE PROVIDING SERVICE TO
RESIDENTS FOR THE FISCAL YEAR 2020-21

WHEREAS, Lakewood Meals on Wheels, since 1975, 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 to prevent, prepare for and respond to Coronavirus; and

WHEREAS, the City Council for the fiscal year 2020-2021 budgeted \$16,000 to reimburse Lakewood Meals on Wheels for payments made for travel to volunteers performing these services for said Meals on Wheels and for meal cost subsidy for an increased number of 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 Lakewood Meals on Wheels, a non-profit corporation, providing meals for convalescent, elderly and handicapped residents of the City of Lakewood during the COVID-19 pandemic, is hereby entered for the fiscal year 2020-2021 commencing July 1, 2020 and ending June 30, 2021.

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 Lakewood Meals on Wheels.

ADOPTED AND APPROVED THIS 9TH DAY OF AUGUST, 2022.

Mayor

Resolution No. 2022-56
Page 2

ATTEST:

City Clerk

ACCEPTANCE BY LAKEWOOD MEALS ON WHEELS

THE UNDERSIGNED, being the _____ of LAKEWOOD MEALS ON WHEELS, 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 Lakewood Meals on Wheels, and that Lakewood Meals on Wheels, does hereby agree to the extension of said agreement for the fiscal year 2020-2021 as set forth in said agreement and this resolution.

LAKEWOOD MEALS ON WHEELS

By _____

Title _____

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Community Development Block Grant Funding Agreements with Mothers At Work Children's Center – COVID Relief

INTRODUCTION

During the COVID-19 pandemic Mothers at Work provided a much needed service to the Lakewood Community.

STATEMENT OF FACT


Founded in 1973 and licensed through the State of California, M.A.W. has provided quality childcare service at the Burns Community Service Center since 1976. In addition to the daily nutrition program, M.A.W. has an Educational Director who develops a curriculum, evaluates each child's early education needs and prepares programs to fit their needs.

The city allocated the sum of \$7,323.37 in the 2020-2021 CDBG-CV budget to prevent, prepare for and respond to Coronavirus while providing child care to local preschool-age children. At the time this allocation was proposed, the protocol for record keeping for these extra funds was not clear. Through a HUD provided training in January of 2022 and a telephone conversation with Lakewood's HUD representative, regarding CDBG-CV funding, it was communicated that a contract with each sub-recipient receiving these funds is required in an effort to ensure the proper documentation and record keeping of all Community Development Block Grant Cares Act (CDBG-CV) funding regulations.

RECOMMENDATION

Staff recommends that the City Council approve the Resolution which authorizes and directs the Mayor and City Clerk to execute the Agreement between the City of Lakewood and Mothers at Work to serve residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as “GRANTEE,” and MOTHERS AT WORK a California non-profit corporation, hereinafter referred to as “SUBRECIPIENT”
WITNESSETH:

WHEREAS, the City is desirous of contracting with SUBRECIPIENT for the performance of hereinafter described as to prevent, prepare for and respond to Coronavirus while providing quality childcare for working parents at a reasonable cost in the City of Lakewood; and

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

WHEREAS, GRANTEE has allocated \$7,323.37 in the 2020-2021 CDBG-CV Budget to prevent, prepare for and respond to Coronavirus while providing child care to residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing child care to children 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

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. 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

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:

GRANTEE has allocated \$7,323.37 to Mothers At Work to prevent, prepare for and respond to Coronavirus while providing child care to 30 individuals between July 1, 2020 and June 30, 2021.

B. National Objectives

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG-CV 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

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, 2020 and ending June 30, 2021, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by 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, 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 GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

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 SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. 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 SUBRECIPIENT performing services hereunder, nor shall 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 GRANTEE shall not exceed \$7,323.37. 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 GRANTEE shall not, in any event, exceed \$7,323.37 for fiscal year 2020-2021. No payment shall be made by GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of GRANTEE. 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 GRANTEE. 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 GRANTEE may require to substantiate the need for payment by 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 in full.

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 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 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 2020-2021.

When SUBRECIPIENT retains program income, transfers of grant funds by GRANTEE to 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 GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

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

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 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

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

SUBRECIPIENT's obligation to 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 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 GRANTEE, or
- B. Is disposed in a manner which results in 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

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 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

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

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

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 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

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 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

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, 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

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

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

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. SUBRECIPIENT shall agree to submit documentation provided by GRANTEE which demonstrates compliance with hour and wage requirements of this part.

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 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 SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing 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 GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

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.

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

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.

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, GRANTEE shall pay 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 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:

Mothers At Work
8052 Redford Lane
La Palma, CA 90623

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

MOTHERS AT WORK

By _____

Title

RESOLUTION NO. 2022-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ENTERING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND MOTHERS AT WORK CHILDREN'S CENTER TO PREVENT, RESPOND TO, AND PREPARE FOR CORONAVIRUS WHILE PROVIDING CHILDCARE SERVICES FOR CHILDREN IN THE CITY OF LAKEWOOD DURING THE COVID-19 PANDEMIC FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City is desirous of contracting with Mothers at Work Children's Center for the performance of providing child care for preschool age children in the City of Lakewood; and

WHEREAS, Mothers at Work Children's Center possesses the manpower, equipment and skills requisite and necessary to furnish said services in the City of Lakewood; and

WHEREAS, the City Council has determined that preventing, preparing for and responding to Coronavirus while providing childcare services for children is a public purpose and for general welfare and public benefit;

WHEREAS, the City has allocated \$7,323.37 in the 2020-2021 budget for the purpose of providing childcare 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 Mothers at Work Children's Center, a non-profit corporation, for childcare services for children of the City of Lakewood is hereby entered for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

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 Mother's at Work Children's Center.

ADOPTED AND APPROVED THIS 9TH DAY OF AUGUST, 2022.

Mayor

Resolution No. 2022-57
Page 2

ATTEST:

City Clerk

ACCEPTANCE BY MOTHERS AT WORK CHILDREN'S CENTER

THE UNDERSIGNED, being the _____ of MOTHERS AT WORK CHILDREN'S CENTER, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Agreement by and on behalf of the Mothers at Work Children's Center, and that Mothers at Work Children's Center, does hereby agree to the extension of said agreement for the fiscal year 2020-2021 as set forth in said agreement and this resolution.

MOTHERS AT WORK CHILDREN'S CENTER

By _____

Title _____

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Community Development Block Grant Funding Agreements with Pathways Volunteer Hospice, Inc.– COVID Relief

INTRODUCTION

During the COVID-19 pandemic, Pathways Volunteer Hospice provided a much needed service to the Lakewood Community.

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.

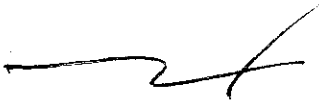
The city entered into an agreement with Pathways Volunteer Hospice in 1995 and the city has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and serves the general welfare and public benefit. The city continues to contract with Pathways Volunteer Hospice for this purpose.

The city allocated the sum of \$14,000 in the 2020-2021 CDBG-CV budget to prevent, prepare for and respond to Coronavirus while providing case management and bereavement services to residents. At the time this allocation was proposed, the protocol for record keeping for these extra funds was not clear. Through a HUD provided training in January of 2022 and a telephone conversation with Lakewood's HUD representative, regarding CDBG-CV funding, it was communicated that a contract with each sub-recipient receiving these funds is required in an effort to ensure the proper documentation and record keeping of all Community Development Block Grant Cares Act (CDBG-CV) funding regulations.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Pathways Volunteer Hospice to provide services to residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the “GRANTEE,” and PATHWAYS VOLUNTEER HOSPICE, INC. a California non-profit corporation, hereinafter referred to as “SUBRECIPIENT”

WITNESSETH:

WHEREAS, the City is desirous of contracting with SUBRECIPIENT for the performance of hereinafter described as to prevent, prepare for and respond to Coronavirus while 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, Subrecipient possesses the manpower, equipment and skills requisite and necessary to furnish said services to GRANTEE; and

WHEREAS, GRANTEE has allocated \$14,000 in the 2020-2021 CDBG-CV Budget to prevent, prepare for and respond to Coronavirus while 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

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. 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

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:

GRANTEE has allocated \$14,000 to Pathways Volunteer Hospice to as to prevent, prepare for and respond to Coronavirus while providing free direct client services to a minimum of 30 individuals facing end of life, aging, and/or bereavement issues between July 1, 2020 and June 30, 2021.

B. National Objectives

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG-CV 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

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, 2020 and ending June 30, 2021, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by 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, 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 GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

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 SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. 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 SUBRECIPIENT performing services hereunder, nor shall 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 GRANTEE shall not exceed \$14,000.00. 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 GRANTEE shall not, in any event, exceed \$14,000.00 for fiscal year 2020-2021. No payment shall be made by GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of 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 GRANTEE. 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 GRANTEE may require to substantiate the need for payment by 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 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 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 2020-2021.

When SUBRECIPIENT retains program income, transfers of grant funds by GRANTEE to 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 GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

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

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 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

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

SUBRECIPIENT's obligation to 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 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 GRANTEE, or
- B. Is disposed in a manner which results in 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
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 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

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

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

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 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

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 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

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, 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

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

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

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. SUBRECIPIENT shall agree to submit documentation provided by GRANTEE which demonstrates compliance with hour and wage requirements of this part.

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 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 SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. 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 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing 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 GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

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.

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

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.

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, GRANTEE shall pay 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 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

Mayor

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

PATHWAYS VOLUNTEER HOSPICE

By _____

Title

RESOLUTION NO. 2022-58

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. TO PREVENT, RESPOND TO, AND PREPARE FOR CORONAVIRUS WHILE PROVIDING SERVICES FOR TERMINALLY ILL RESIDENTS OF THE CITY OF LAKEWOOD DURING THE COVID-19 PANDEMIC FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City is desirous of contracting with the Pathways Volunteer Hospice, Inc. for the performance of providing support services for the terminally ill residents and support services to their family members of the City of Lakewood; and

WHEREAS, Pathways 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 while preventing, preparing for and responding to Coronavirus is a public purpose, and for the general welfare and public benefit;

WHEREAS, the GRANTEE has allocated \$14,000.00 in the 2020-2021 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 for the Terminally Ill," 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 during the COVID-19 Pandemic is hereby entered for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

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 9TH DAY OF AUGUST, 2022.

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 2020-2021 as set forth in said agreement and this resolution.

PATHWAYS VOLUNTEER HOSPICE, INC.

By _____

Title _____

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Community Development Block Grant Funding Agreements with Su Casa Ending Domestic Violence – COVID Relief

INTRODUCTION

During the COVID-19 pandemic, Su Casa provided a much needed service to the Lakewood Community.

STATEMENT OF FACT

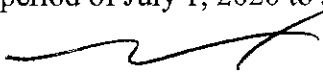
Su Casa provides immediate shelter from danger, case management and counseling, shelter-based certified childhood education, community awareness training and transitional housing to residents of the City of Lakewood.

The city allocated the sum of \$5,000 in the 2020-2021 CDBG-CV budget to prevent, prepare for and respond to Coronavirus while providing immediate shelter, case management and counseling, childhood education, and transitional housing to Lakewood residents. At the time this allocation was proposed, the protocol for record keeping for these extra funds was not clear. Through a HUD provided training in January of 2022 and a telephone conversation with Lakewood's HUD representative, regarding CDBG-CV funding, it was communicated that a contract with each sub-recipient receiving these funds is required in an effort to ensure the proper documentation and record keeping of all Community Development Block Grant Cares Act (CDBG-CV) funding regulations.

RECOMMENDATION

Staff recommends that the City Council approve the resolution which authorizes and directs the mayor and city clerk to execute the agreement between the City of Lakewood and Su Casa to provide services to residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AMENDED AGREEMENT FOR SERVICES

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the “GRANTEE,” and SU CASA ENDING DOMESTIC VIOLENCE a California non-profit corporation, hereinafter referred to as “SUBRECIPIENT”

WITNESSETH:

WHEREAS, the City is desirous of contracting with SUBRECIPIENT for the performance of hereinafter described as to prevent, prepare for and respond to Coronavirus while providing emergency shelter, case management and counseling to victims of domestic violence in the City of Lakewood; and

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

WHEREAS, GRANTEE has allocated \$5,000 in the 2020-2021 CDBG-CV Budget for the purpose of providing immediate shelter from danger, case management and counseling, shelter-based certified childhood education, community awareness training and transitional housing 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

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. 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

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:

GRANTEE has allocated \$5,000 to Su Casa-Ending Domestic Violence to prevent, prepare for and respond to Coronavirus while providing emergency shelter and case management and counseling to 36 individuals between July 1, 2020 and June 30, 2021.

B. National Objectives

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG-CV 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

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, 2020 and ending June 30, 2021, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by 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, 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 GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

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 SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. 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 SUBRECIPIENT performing services hereunder, nor shall 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 GRANTEE shall not exceed \$5,000.00. 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 GRANTEE shall not, in any event, exceed \$5,000.00 for fiscal year 2020-2021. No payment shall be made by GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of GRANTEE. 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 GRANTEE. 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 GRANTEE may require to substantiate the need for payment by 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 in full.

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 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 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 2020-2021.

When SUBRECIPIENT retains program income, transfers of grant funds by GRANTEE to 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 GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

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

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 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

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

SUBRECIPIENT's obligation to 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 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 GRANTEE, or
- B. Is disposed in a manner which results in 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
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 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

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

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

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 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

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of 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. 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 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

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, 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

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

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

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. SUBRECIPIENT shall agree to submit documentation provided by GRANTEE which demonstrates compliance with hour and wage requirements of this part.

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 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 SUBRECIPIENT of its

obligation, if any, to require payment of the higher wage. 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 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing 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 GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject GRANTEE, SUBRECIPIENT and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

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.

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

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.

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, GRANTEE shall pay 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 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:

Su Casa Ending Domestic Violence
3750 Anaheim Boulevard #100
Long Beach, CA 90804

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

SU CASA ENDING DOMESTIC VIOLENCE

By _____

Title

RESOLUTION NO. 2022-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ENTERING INTO AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND SU CASA ENDING DOMESTIC VIOLENCE TO PREVENT, RESPOND TO, AND PREPARE FOR CORONAVIRUS WHILE PROVIDING EMERGENCY AND TRANSITIONAL HOUSING SUPPORTIVE SERVICES TO RESIDENTS OF THE CITY OF LAKEWOOD DURING THE COVID-19 PANDEMIC FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City is desirous of contracting with Su Casa Ending Domestic Violence for the performance of providing emergency and transitional housing supportive services to victims of domestic violence and their children residing in the City of Lakewood; and

WHEREAS, Su Casa Ending Domestic Violence 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 emergency and transitional housing supportive services to victims of domestic violence and their children while preventing, preparing for and responding to Coronavirus is a public purpose and for general welfare and public benefit;

WHEREAS, the City has allocated \$5,000 in the 2020-2021 budget for the purpose of providing emergency and transitional housing, counseling, assistance in obtaining permanent housing, outreach and education, to the residents of the City of Lakewood during the COVID-19 pandemic;

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 Su Casa Ending Domestic Violence, a non-profit corporation, for providing emergency and traditional housing supportive services for victims of domestic violence for residents of the City of Lakewood is hereby entered for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

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 Su Casa Ending Domestic Violence.

ADOPTED AND APPROVED THIS 9TH DAY OF AUGUST, 2022.

Mayor

ATTEST:

City Clerk

ACCEPTANCE BY SU CASA ENDING DOMESTIC VIOLENCE

THE UNDERSIGNED, being the _____ of SU CASA
ENDING DOMESTIC VIOLENCE, 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
Su Casa Ending Domestic Violence, and that Su Casa Ending Domestic Violence, does hereby
agree to the extension of said agreement for the fiscal year 2020-2021 as set forth in said agreement
and this resolution.

SU CASA ENDING DOMESTIC VIOLENCE

By _____

Title _____

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Water Rights Lease Agreement with Golden State Water Company (GSWC)

INTRODUCTION

The Central Groundwater Basin Judgment allows parties owning groundwater rights to lease excess annual extraction rights to other parties.

STATEMENT OF FACT

The City of Lakewood owns 9,432 acre-feet of Allowed Pumping Allocation (APA) of extraction rights in the Central Basin. The Central Basin Groundwater Judgment limits water purveyors to the extraction of adjudicated rights and currently up to 60 percent of the extraction rights that are not exercised can be carried over to the next fiscal year. Any additional excess amount must be leased to another agency or is lost.

The City of Lakewood holds water rights about equal to the historical normal production, however through many years of water conservation efforts we have an excess to current needs. Staff has diligently explored options to limit this excess and has found a suitable and willing partner in the Golden State Water Company (GSWC).

Through careful discussion and negotiation, and upon approval of the governing bodies of both agencies, GSWC has agreed to lease 1,840 AF from the City of Lakewood at \$165 per AF for a total of \$303,600.

This offer is contingent upon approval of the Central Basin Watermaster, which needs to be submitted by August 15, 2022. The City Council Water Resources Committee reviewed and supported staff recommendation at its meeting on July 25, 2022.


FISCAL IMPACT

This lease of FY 21/22 water rights will ease the burden of potential lost water rights in FY 21/22 and create an additional revenue of \$303,600.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the lease of 1,840 acre-feet of FY 21/22 Central Basin groundwater extraction rights to the Golden State Water Company for \$303,600;
2. Authorize its execution by the Mayor on behalf of the City upon approval of the City Attorney as to form.


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


Thaddeus McCormack
City Manager

WATER RIGHT LICENSE AND AGREEMENT

For a valuable consideration, The City of Lakewood California (Licensor) hereby grants to Golden State Water Company (GSWC) (Licensee): a license to extract 1,840 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgment dated October 11, 1965 and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 2021 and continuing to and including June 30, 2022.

Said License is granted, subject to the following conditions:

1. Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
2. Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California (District).
3. Licensee shall notify the District that said pumping was done pursuant to this license and provide the District with a copy of this signed document.
4. Licensee shall note, in any recording of water production for the period of agreement that said pumping was done pursuant to this license.
5. Licensee's Allowed Pumping Allocation shall, with flex, be increased by the amount hereby leased when computing carryover or allowable over-extraction as provided by Part III, Subpart A and B in said Judgment.
6. Licensee shall pay to the Licensor \$165 per acre-foot for water pumped under this License for the respective water year. Final amount of Payments to the Licensor shall total \$303,600.

City of Lakewood, California warrants that it has 1,840 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 1,840 acre-feet during the period of July 1, 2021 through June 30, 2022.

This lease may be signed by the parties by facsimile, electronic or digital signature, and such signature shall be deemed valid and binding on the party signing this lease in that manner.

Licensor: CITY OF LAKEWOOD

Licensee: Golden State Water Company

CITY OF LAKEWOOD

Mayor

APPROVED AS TO FORM:

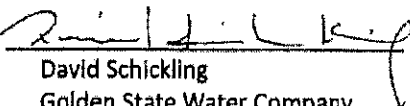
ATTEST:


City Attorney

City Clerk

Dated: August 9, 2022

GOLDEN STATE WATER COMPANY

Signed By: 
David Schickling
Golden State Water Company
Vice President – Water Operations

Signed By: 
Eva Tang
Golden State Water Company
Sr. Vice President – Finance, CFO,
Secretary

Dated: July 22, 2022

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Charter Bus Agreement with Nada Bus, Incorporated

INTRODUCTION

In April 2019, the City of Lakewood published a request for proposals for charter bus services for transportation services to support the city's youth and adult travel trips. Upon review of proposals, Nada Bus, Incorporated was viewed as one of the qualifying companies for services based on a variety of rating criteria. However, at the time, Pacific Coachways came in at a lower price and was selected.

STATEMENT OF FACT

Following the conclusion of the agreement with Pacific Coachways which terminated on June 30, 2022, Pacific Coachways did not opt to renew the agreement as they could not meet the insurance coverage levels recommended by California Joint Powers Insurance Authority for youth and adult charter bus travel.


Staff reviewed the proposal once more from Nada Bus, Incorporated and the organization agreed to provide recommended coverage. Staff has selected Nada Bus, Incorporated to provide charter bus services for the city's Adult Travel Trip program, and several youth trips.

Nada has demonstrated competitive fees, while maintaining a well-kept and large fleet of buses. Additionally, an impressive tour of their facility and a positive interview with their company representative, as well as a review of submitted references, further supported this selection. As a result, staff recommend an extended agreement with Nada for charter bus services beginning on August 10, 2022, and ending on December 31, 2023.

RECOMMENDATION

Staff recommends that the City Council approve the Charter Bus Agreement with Nada Bus, Incorporated to contract services from the carrier for the period of August 10, 2022 to June 30, 2023.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

CHARTER BUS AGREEMENT

THIS AGREEMENT is made and entered into this the 6th day of July, 2022, by and between the City of Lakewood, a Municipal Corporation (hereinafter referred to as "City" or "the City") and Nada Bus, Inc. (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 Travel Program and 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 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 the 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 the Carrier has been duly authorized to act for and bind the company.
11. The Carrier acknowledges that the City is allowing the use of the 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 the 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.

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 the Carrier and its drivers.

D. TERM AND TERMINATION

The term of this agreement shall be 18 months, terminating on December 31, 2023, unless terminated earlier by the 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 the City's knowledge of a material breach by Carrier, the City shall either:

1. Provide an opportunity for the 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 the 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 the City to pay Carrier pursuant to the terms of this contract, the City shall have no liability to the 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 the City, and hold harmless the 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 the 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.

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 the 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 the City.

J. INSURANCE

Prior to the beginning of and throughout the duration of Work, Carrier will maintain insurance in conformance with the requirements set forth below. Carrier will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Carrier agrees to amend, supplement or endorse the existing coverage to do so. Carrier acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Carrier shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01. Limits are subject to review, but in no event to be less than \$10,000,000 per accident.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Carrier, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by

the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$10,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Carrier. Carrier and the City agree to the following with respect to insurance provided by Carrier:

1. Carrier agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Carrier also agrees to require all Carriers and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Carrier, or Carrier's employees, or agents, from waiving the right to subrogation prior to a loss. Carrier agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all Carriers and subcontractors to do likewise.
3. All insurance coverage and limits provided by Carrier and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Carrier or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Carrier shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Carrier's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement or supplemental coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Carrier or deducted from sums due Carrier, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any reduction or cancellation of coverage. Carrier agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Carrier or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Carrier agrees to ensure that subcontractor, and any other party involved with the Work who is brought onto or involved in the Work by Carrier, provide the same minimum insurance required of Carrier. 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. Carrier agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Carrier 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 Carrier, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Carrier's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Carrier, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. 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 the Carrier 90 days advance written notice of such change. If such change results in substantial additional cost to the Carrier, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Carrier acknowledges and agrees that any actual or alleged failure on the part of the City to inform Carrier of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Carrier will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.

16. Carrier shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Carrier's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Carrier under this Agreement. Carrier expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Carrier agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Carrier for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Carrier agrees to provide immediate notice to City of any claim or loss against Carrier arising out of the Work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

K. ASSIGNMENT

This contract is a personal service contract for the services of the Carrier, and the 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 the 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 the 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 the 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

Mayor

Date

Print Name

City Clerk

Print Name

NADA BUS, INC.

W. L. L. L.
Signature

07/19/2022
Date

HIROSHI NADA
Print Name

PRESIDENT
Print Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TIB Transportation Ins Brokers
425 West Broadway, Suite 300
Glendale CA 91204

CONTACT NAME: Jessica Landeros**PHONE**
(A/C, No, Ext): 818-246-2800**FAX**
(A/C, No): 818-246-4690**E-MAIL**
ADDRESS: jlanderos@tibinsurance.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Lancer Insurance Company

26077

INSURER B: Trisura Specialty Insurance Company

16188

INSURER C:**INSURER D:****INSURER E:****INSURER F:**

INSURED
Nada Bus, Inc.
5600 Alhambra Ave.
Los Angeles CA 90032

NADAB-1

COVERAGES**CERTIFICATE NUMBER:** 97835602**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	GL156935#19	11/25/2021	11/25/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	BA156256#19	11/25/2021	11/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	PAX21NB101081	11/25/2021	11/25/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.				Y/N	N/A	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured with respects to their interest in the operations of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Lakewood
5050 Clark Ave
Lakewood CA 90712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective on 11/25/2021 at 12:01 A.M. standard time, forms
a part of Policy No. BA156268#19 of the LANCER INSURANCE COMPANY
(Name of insurance company)

Issued to NADA BUS, INC.

by LANCER INSURANCE COMPANY



Authorized Representative

It is hereby understood and agreed that the following is added as Additional Insured only with respects to operation of the named insured.

Name: City of Lakewood
5050 Clark Ave.
Lakewood CA 90712

Certificate holder is included as additional insured with respects to their interest in the operations of the named insured.

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: General Plan Amendment No. 2022-2, 2021-2029 Housing Element

INTRODUCTION

City staff, in collaboration with Michael Baker International, have been preparing the proposed 2021-2029 Housing Element update. The Draft 2021-2029 Housing Element was sent to the Department of Housing and Community Development (HCD) on September 17, 2021 for review and comment. On November 16, 2021, HCD issued a letter requesting revisions. Staff addressed those revisions and presented the revised 2021-2029 Housing Element to the PEC on December 9, 2021. After holding a public hearing, the PEC recommended approval of the revised Housing Element to the City Council. On January 25, 2022, the City Council held a public hearing and after the hearing, adopted the revised Housing Element. On February 18, 2022, HCD issued a second letter requesting further clarifications and staff submitted a draft housing element to HCD on July 18, 2022 that addressed those modifications. The revised Housing Element was reviewed and recommend for approval by the Planning and Environment Commission (PEC) at its August 4, 2022 meeting.

STATEMENT OF FACTS

HCD's second letter states that Lakewood's Draft 2021-2029 Housing Element addresses many of the statutory requirements described in HCD's letter dated November 16, 2021. However, HCD requested further minor clarifications on various topics in the Housing Element. Staff revised the Housing Element as requested by HCD and sent the revised Housing Element along with a cover letter that explains each revision and where it is located in the Housing Element.

Citizen Participation

As required by State Law (Government Code Section 65588(c)), all economic segments of the community must be provided an opportunity to review and comment on the Housing Element. In compliance with this requirement, community meetings and public workshops on the Draft Housing Element were held on the following dates:

- ❑ Tuesday, February 23, 2021 - City Council Study Session, 6 pm - 7 pm via Zoom Video Conferencing
- ❑ Wednesday, May 5, 2021 - Community Meeting #1, via Zoom Webinar, 5 pm - 7 pm
- ❑ Wednesday, May 26, 2021 - Community Meeting #2, via Zoom Webinar, 5 pm - 7 pm

- ❑ Thursday, September 2, 2021 - PEC Study Session 7 pm – 8 pm
- ❑ Tuesday, December 7, 2021 - Community Meeting #3, via Zoom Webinar, 5 pm - 7 pm
- ❑ Thursday, December 9, 2021 - Lakewood Public Hearing with PEC 7 pm
- ❑ Tuesday, January 25, 2022 - Lakewood Public Hearing with City Council
- ❑ Thursday, August 4, 2022 - Lakewood Public Hearing with PEC 7 pm
- ❑ Thursday, August 9, 2022 - Lakewood Public Hearing with City Council

Notification of the community meetings were e-mailed to stakeholders such as housing advocates, developers, fair housing organizations, and the public via the Lakewood E-Magazine, published in Lakewood Community News, and personally e-mailed where contact information was available. Public notices were also posted at City Hall and on the City's website (www.lakewoodcity.org). The Draft Housing Element is available for review at Lakewood City Hall and on the City's website.

Due to the COVID-19 pandemic, online meetings and virtual opportunities for engagement replaced in-person workshops for Community Meetings #1, #2, and #3 to meet social distancing guidelines. Spanish language communication was offered as an option to participants of those workshops. Virtual meeting links were made available on the City's website and distributed through the City's mailing list. The recordings of each workshop were made available on social media websites such as Vimeo and on the City's website after the event. Feedback was received via the poll and question-and-answer functions in the online meeting platform, in a facilitated question period after the presentation, and through a survey link available on the City's website.

CEQA

An Initial Study has been prepared for the Draft 2021-2029 Housing Element, pursuant to Section 15063 of the California Environmental Quality Act (CEQA) Guidelines, as amended. The 2021-2029 Housing Element was found to have no significant effect on the environment and a Negative Declaration was adopted by the City Council on January 25, 2021 pursuant to Section 15070 et seq., of the Guidelines. The most current draft submitted to HCD consists only of clarifications and minor non-substantial edits. It does not include any changes to goals or policies, or Lakewood's overall approach to meet its RHNA, which might otherwise necessitate recirculation of the Negative Declaration.

Public Notice

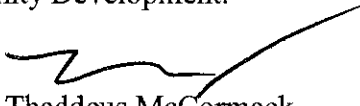
Notification of the public hearing on the Draft 2021-2029 Housing Element was published on the City of Lakewood's web site on July 29, 2022 and was published in the Press Telegram on July 29, 2022, pursuant to Section 9422, et seq., of the Lakewood Municipal Code and State Law.

General Plan Amendment No. 2022-2
2021-2029 Housing Element
August 9, 2022
Page 3

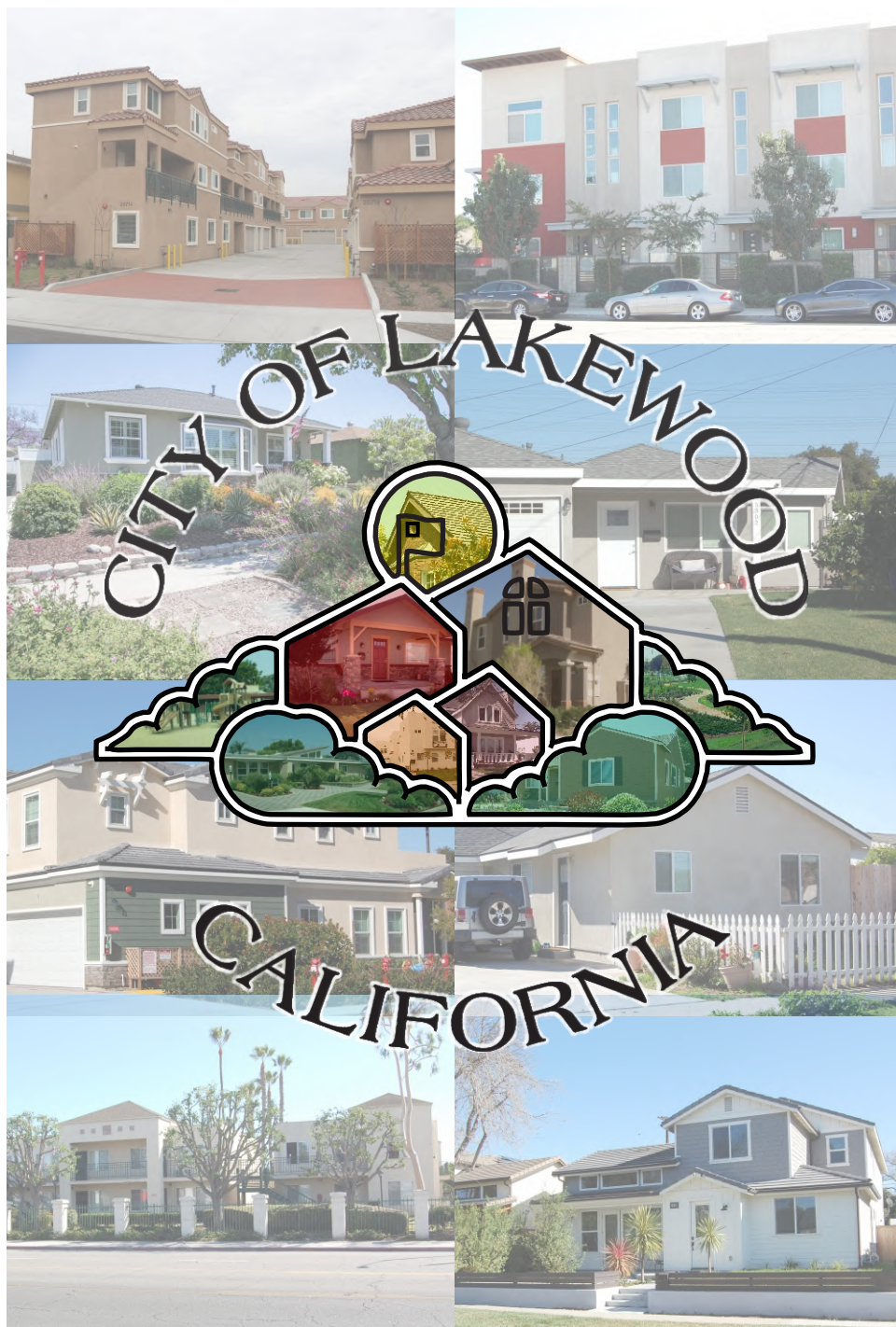
STAFF RECOMMENDATION

The Planning and Environment Commission recommends that the City Council hold a public hearing on the Draft 2021-2029 Housing Element. The Planning and Environment Commission recommends that following the public hearing, the City Council adopt the proposed Resolution approving General Plan Amendment No. 2022-2 and the Draft 2021-2029 Housing Element and forward the Housing Element to the Department of Housing and Community Development.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

Draft Housing Element



6th Cycle - 2021-2029

Revision #4, August 4, 2022

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ACKNOWLEDGEMENTS

City Council

Jeff Wood – Mayor
Steve Croft – Vice Mayor
Ariel Pe – Council Member
Todd Rogers – Council Member
Vicki Stuckey – Council Member

City Manager

Thaddeus McCormack

Planning and Environment Commission

Linda Manis – Chair
Jan McKinnon – Vice Chair
Pete Samaniego – Commissioner
Joe Ung – Commissioner
Bill Baca – Commissioner

Community Development Staff

Abel Avalos – Director of Community Development
Paul Kuykendall, AICP – Senior Planner



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APPENDICES

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I. INTRODUCTION

The City of Lakewood (City) 2021-2029 Housing Element (Housing Element) has been prepared in compliance with the State of California Government Code Section 65302 and in conformance with the Housing Element Guidelines as established by the California Department of Housing and Community Development (HCD).

A. PURPOSE AND CONTENT

The Housing Element is an official policy statement of the City with regards to the types and quantities of housing planned in Lakewood. It identifies actions to meet the housing needs of the full spectrum of City residents at all income levels. The policies contained in this Housing Element are a local expression of the statewide housing goal of “attaining decent housing and a suitable living environment for every California family.” The Housing Element analyzes existing housing conditions in light of the constraints that are faced by the housing market and resources available. The Housing Element also identifies opportunities for improving and expanding Lakewood’s housing supply for its residents and local businesses.

The Housing Element is a long-range policy document that is internally consistent with the other elements of the General Plan. It is also comprehensive, in that it considers all geographic areas of the City, and that consideration is given to the complete range of housing stock and to all economic segments of the community and its residents.

The Housing Element must address not only current housing issues, but also the City’s housing needs through the year 2029. The Housing Element will be reviewed and updated approximately every eight years thereafter, so that it may respond to the community’s changing conditions and needs. Additionally, the City prepares an annual report each year during the planning period that documents its progress in implementing the Housing Element and General goals and policies, and the report is reviewed by the City Council and the Planning and Environment Commission prior to being submitted to HCD and OPR as required by State law.

State Housing Element law requires “an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of those needs.” Specially, the law requires:

1. An analysis of population and employment trends
2. An analysis of household characteristics
3. An inventory of suitable land for residential development
4. An identification of a zone or zones where emergency shelters are permitted by right
5. An analysis of the governmental and non-governmental constraints on the improvement, maintenance, and development of housing



6. An analysis of special housing needs
7. An analysis of opportunities for energy conservation; and
8. An analysis of publicly assisted housing developments that may convert to non-assisted housing developments

Lakewood's housing production needs stem from both local and regional housing needs and from market conditions. These conditions include the following:

- New housing is needed as regional employment and population growth generate a demand for new housing throughout Southern California.
- New housing is needed as Lakewood's current population increases and ages.
- New housing construction is needed to replace some of Lakewood's older housing stock that is too severely deteriorated to rehabilitate or cannot be adapted to the needs of residents.
- New housing is needed when vacancy rates are low to ensure reasonable levels of choice and mobility in the marketplace.
- New housing is needed to address the special needs of residents; and
- New housing is needed to Affirmatively Further Fair Housing.

B. RELATIONSHIP TO OTHER ELEMENTS AND PLANS

Government Code Section 65300.5 requires that the General Plan and its elements be an integrated and internally consistent statement of policies. This update of the Housing Element has been prepared in a manner making it internally consistent with other elements and areas of the General Plan.

The Housing Element is implemented primarily by the Lakewood Municipal Code. The Municipal Code contains ordinances, including those that pertain to the subdivision regulations, zoning ordinance, and building code. Implementation of the Housing Element also benefits from special activities and programs authorized by the Lakewood City Council, the City's Community Development Block Grant (CDBG) Consolidated Plan, and through the development of affordable housing sites purchased by the former redevelopment agency (which are overseen by the Lakewood Successor Agency).

State law requires that jurisdictions update the Safety Element of the General Plan along with the Housing Element. The City is preparing the required update to the Safety Element, which will be adopted after the Housing Element. State also requires that many cities adopt new Environmental Justice Elements, when two or more elements are updated. Jurisdictions with census tract CalEnviroScreen (CES) scores in the top 25th percentile of the state are mandated to adopt



Environmental Justice Elements. The City has a single tract, with a CES value of 83, necessitating the creation and adoption of an Environmental Justice Element. The City will begin drafting the Environmental Justice Element concurrently with the Safety Element.

Throughout the 6th Cycle, Community Development Department Staff will ensure that the Housing Element and the other elements of the General Plan remain internally consistent. The Housing Element will necessitate amendments to the Land Use Element and other elements as appropriate. Staff will carefully evaluate any changes to the General Plan to ensure that they directly implement and are consistent with the Housing Element.

C. USE OF RELEVANT AND CURRENT DATA

In the preparation of this Housing Element, data and information on Lakewood's socioeconomic, demographic, and housing statistics was compiled from a variety of sources, including: the U.S. Census, the California Department of Finance, the California Employment Development Department, the Southern California Association of Governments (SCAG), and City of Lakewood CDBG Consolidated Plan.

A key source of information is the 6th Cycle Regional Housing Needs Assessment (RHNA), formulated by SCAG, which identifies the existing and future housing needs for the region and each local jurisdiction, including the City of Lakewood. The RHNA forecasts the housing demand and determines the total housing need by four economic segments within each jurisdiction.

D. CITIZEN PARTICIPATION

As required by State Law (Government Code Section 65588(c)), all economic segments of the community must be provided an opportunity to review and comment on the Housing Element. In compliance with this requirement, community meetings and public workshops on the Draft Housing Element were held on the following dates:

- Tuesday, February 23, 2021 City Council Study Session, 6 pm - 7 pm
via Zoom Video Conferencing
- Tuesday, April 5, 2021 Lakewood Public Hearing with City Council
- Wednesday, May 5, 2021 Community Meeting #1,
via Zoom Webinar, 5 pm - 7 pm
- Wednesday, May 26, 2021 Community Meeting #2,
via Zoom Webinar, 5 pm - 7 pm
- Thursday, September 2, 2021 Planning and Environment Commission
Study Session 7 pm – 8pm
- Thursday, October 7, 2021 Lakewood Public Hearing with PEC 7 pm
- Tuesday December 7, 2021 AFFH Community Meeting
via Zoom Webinar, 5:30 – 7pm



- Thursday December 9, 2021

Planning and Environment Commission

Public Hearing 7pm – 8:30pm

Notification of the community meetings were emailed to housing advocates, developers, community, regional, and fair housing organizations, and the public via the Lakewood E-Magazine, published in Lakewood Community News, and personally emailed where contact information was available. For the AFFH Community Meeting on December 7, 2021, the City contacted all known faith-based and housing services stakeholders via phone, postal mail, and e-mail in addition to standard noticing procedures. Notices were also posted at City Hall and on the City's website (www.lakewoodcity.org). Copies of the Draft Housing Element were made available for review at Lakewood City Hall and on the City's website. Due to the COVID-19 pandemic, online meetings and virtual opportunities for engagement replaced in-person workshops for Community Meetings #1 and #2 to meet social distancing guidelines. Spanish language communication was offered as an option to participants of the workshops. Virtual meeting links were made available on the City's website and distributed through the City's mailing list. The recordings of each workshop were made available on social media websites like Vimeo and on the City's website after the event. Feedback was received via the poll and question-and-answer functions in the online meeting platform, in a facilitated question period after the presentation, and through a survey link available on the City's website.

Survey Feedback:

The City conducted an online survey available in both English and Spanish to receive community input on housing needs and strategies in Lakewood. The survey received 309 responses. The survey asked a series of demographic questions pertaining to gender, age, race, education, household income, housing tenure status, and relationship to Lakewood. The survey then asked respondents a series of questions pertaining to housing need in Lakewood, followed by a series of questions regarding housing discrimination in Lakewood, reasonable accommodation, and the development of affordable housing.

Most of the survey respondents were homeowners living in single-family units, which generally reflects the tenure and typology of Lakewood as a whole. Generally, respondents were white and had incomes above \$100,000 a year. Survey results indicated that the ability to afford rents and mortgages, as well as high down payment requirements were primary factors limiting housing choices in Lakewood. Survey results indicated a preference for housing to take the form of detached single-family homes, while duplexes and townhomes ranked second and third.

Webinar Feedback:

At the two public outreach webinars, held May 5 and May 26, 2021, major feedback from the public included requests that the City minimize rezoning to meet the RHNA, general opposition to significant new housing construction, and requests for the City to count additional ADUs toward the RHNA. Participants expressed a desire to retain Lakewood's existing character by preserving



single-family uses. One community member expressed concern over additional housing in the eastern part of Lakewood.

Residents expressed a desire to avoid large-scale rezoning of stable, single-family neighborhoods. Additionally, residents indicated a preference for avoiding extremely high residential or mixed-use zones (specifically densities over 100 du/ac and/or heights exceeding 6 or more stories) in favor of more moderate density options. Some residents expressed concern over the potential displacement of religious and commercial facilities. Other residents indicated support for new mixed-use zoning and increased multi-family densities. Finally, some respondents advocated for increasing the number of ADUs credited towards the RHNA, as the City has thousands of single-family homes with additional zoned capacity, and strong recent trends supporting increased ADU development. Where feasible and appropriate, this feedback was incorporated into the City's RHNA strategy.

Stakeholder Interviews

The City consulted with different housing developers and non-profit agencies that are interested in developing housing in Lakewood. One of the primary concerns expressed by most of these groups is the possibility for community resistance to new development. The stakeholders indicated support for allowing mixed-use zoning and adding new multi-family zoning as options to increase housing development.

The stakeholders generally expressed support for more relaxed development standards, such as open-space and setbacks, which may require variances in the present form. Multiple stakeholders indicated that mixed-use standards should be crafted carefully to ensure the financial viability of residential development.

Finally, multiple stakeholders indicated a desire for streamlined and expedited review, which adds substantial time and cost to housing development in Lakewood.

Response to Community Input

Where feasible and appropriate, the City incorporated community input into the Housing Element. Key actions taken to address community and developer concerns included:

- **Disproportionate housing needs.** Some community members cited how difficult it is to find large family homes that are affordable for young families. Potential solutions discussed were increased accessory dwelling units (ADUs) and affordable units, especially on church property. Responses also noted that east Lakewood has disproportionate housing needs as compared to the rest of the City. To address these responses, program sections E and F were included to address disproportionate housing needs and AFFH issues, including those issues affecting east Lakewood. Additionally, programs A-7, B-9 and B-10 were added to assist the development of ADUs. Programs have also been included to increase housing typologies to increase the number of affordable units, such as programs B-13.



- **Housing Information/Resources/Counseling.** Some community participants reported having experienced or know someone who has experienced discrimination related to housing, and that this discrimination was based on race/ethnicity. Two-thirds of respondents were unaware of what resources to call on or where to go regarding discrimination in housing choice.

Addressing this feedback, the City has included programs E-1 (Fair Housing Education and Counseling), F-6 (Fair Housing Outreach and Enforcement), G-1 (Housing Information) and G-3 (Source of Income Protection/ Housing Mobility).

- **Allow mixed-use development.** As a key strategy to meet the RHNA, the City will be adopting a mixed-use ordinance to allow housing in commercial zones and light manufacturing zones.
- **Preserve existing single-family neighborhoods.** The City is limiting the scope of rezoning in single-family neighborhoods and concentrating new development in areas already designated for medium/high density residential development, commercial access, and transportation options.
- **Revise development standards.** Per Program B-5 in the Housing Element, the City is committing to a comprehensive review of its development standards to ensure that they facilitate development at the maximum density allowed under the General Plan.
- **Streamlined review.** As a part of the revised zoning code, the City will promote “by-right” and ministerial review of multi-family and mixed-use housing projects that meet objective code requirements and contain affordable housing.

The City will continue to provide information on the Draft Housing Element and solicit input from all economic segments of the community and other key stakeholders until the Housing Element is certified by HCD. A public hearing will be held for the adoption of the Draft Housing Element by the City Council. In addition, as required by Government Code Section 65589.7, upon the adoption of this Draft Housing Element, the City shall distribute a copy of the Housing Element to the area water and sewer providers. They include the City of Lakewood Water Resources Department, the Golden State Water Company, the Metropolitan Water District, and the County Sanitation Districts of Los Angeles County.



II. CITY PROFILE

The City of Lakewood is located in southern Los Angeles County, about 23 miles southeast of Los Angeles and 15 miles northeast of the Port of Long Beach. As one of the “Gateway” cities, it lies in the heart of an extensive freeway network connecting it to Orange County to the east and greater Los Angeles County to the west and north.

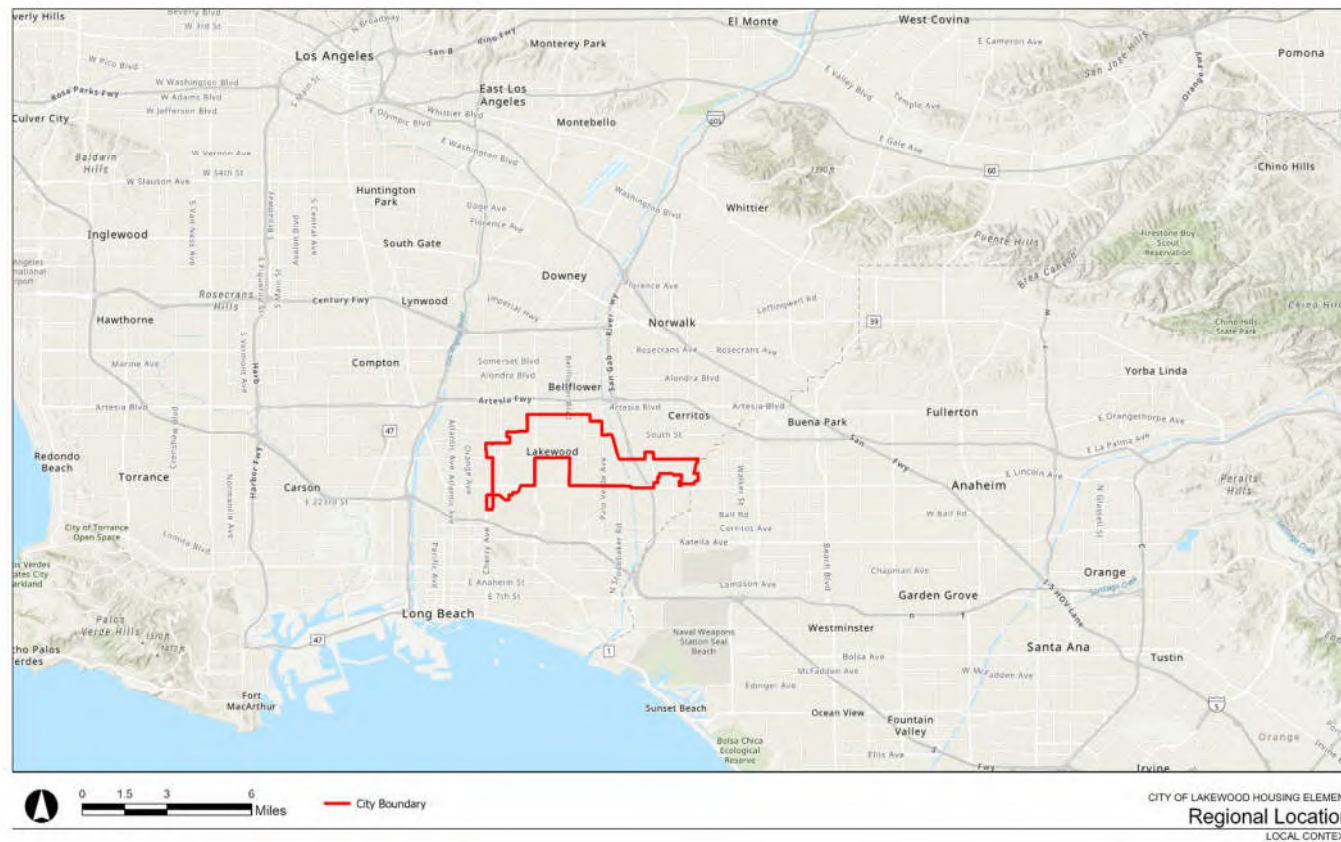
Lakewood is 9.5 square miles and has about 150 miles of streets and 300 miles of sidewalks. More than 36,000 trees line city streets and shady city parks. About 150 acres of the city are devoted to parks and other landscaped open space.

Incorporated on April 16, 1954, Lakewood is recognized as the original contract city, having established the blueprint for contracting for essential city services. Today it is recognized as a diverse community and a great place to raise a family.

Figure 1 depicts the City of Lakewood's location in a regional context.



Figure 1: Regional Location





A. POPULATION CHARACTERISTICS

As of 2019 the American Community Survey estimates the City of Lakewood has a population of 80,292, which is an increase of 244 persons, or 0.3 percent from the 2010 U.S. Census figure of 80,048. The City's population grew rapidly from the time of incorporation in 1954 to approximately 83,000 people in 1970. After 1970, population growth patterns started to shift. As illustrated in Figure 2, between 1970 and 1990 the City's population declined by 9,416 residents. However, housing units in the City continued to increase from 24,208 in 1970 to 26,795 in 1990 and to 27,470 in 2010.

The SCAG Regional Transportation Plan (RTP) model projects the City's population increasing to 84,500 by the year 2045. Since the City had a similarly sized population in the past, which was adequately housed in fewer dwelling units, the existing housing stock is available to accommodate the expected population growth. According to the U.S. Census, there were an estimated 24,208 dwelling units in 1970, which grew to 26,697 in 2019. In addition to those 2,489 new dwelling units, the City continues to experience considerable investment by homeowners who are upgrading their homes with the addition of bedrooms and additional living spaces such as accessory dwelling units (ADUs). With recent updates to the State ADU laws, there is potential for the current housing stock to accommodate a higher population than the current population. It is anticipated that with the adoption of the City's Housing Element and implementation of its programs, including updates to the current land uses and density designations, the City will be able to accommodate the projected population through the construction of additional housing units as population growth generates a need for additional housing.



Figure 2: Lakewood Population and Housing Units Trends and Projections



Source: U.S. Census (1960-2010); 2019 American Community Survey 5-Year Estimates; SCAG 2016-45 RTP/SCS.

Note: 2045 housing unit projections are derived from household projections assuming similar vacancy rate (0.7 for homeowners, 5.7 for renters). during the RTP/SCS projection period

The decrease in population during the late twentieth century was not accompanied by a decrease in housing units (single-family homes, apartments, condominiums, and mobile homes). The number of housing units has been slowly and consistently increasing over several decades due to new construction. The reduction in population was associated with a decrease in household size. Many of the young couples who moved to Lakewood in the 1940s through 1960s to raise their families became one- or two-person households again as their children moved out of the home. This demographic transition is reflected in the changes in the City's average household size, which declined from 3.77 in 1960 to 3.03 in 2000, and subsequently rose to 3.10 in 2010. The average household size then decreased and was approximately 3.06 in 2019.

SCAG notes that the most commonly occurring household size in Lakewood is of two people (27.7%) and the second-most commonly occurring household is of three people (19.9%). Lakewood has a lower share of single-person households than the SCAG region overall (19.4% vs. 23.4%) and a lower share of 7+ person households than the SCAG region overall (1.7% vs. 3.1%).

As shown in Table 1, Lakewood's recent population trends have generally been in line with those of Los Angeles County. All of the cities in the area are highly urbanized, and vacant residential land accounts for a relatively small percentage of their total area. This is especially true of Lakewood, whose rate of growth has trailed its surrounding jurisdictions and the County as a whole since 2000.



Table 1: Population of Lakewood and Los Angeles County, 1990 to 2019

Jurisdiction	1990	2000	2010	2019	Change 2010-2019	Pct.
Lakewood	73,557	79,345	80,048	80,292	244	0.3%
L.A. County	8,863,164	9,519,338	9,818,605	10,081,570	299,267	2.7%

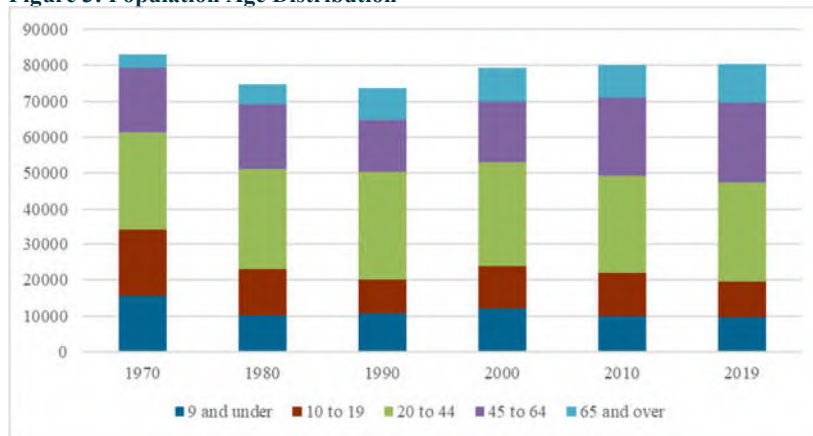
Source: U.S. Census (1990, 2000, 2010); 2019 American Community Survey 5-Year Estimates.

Local population increases anticipated over the upcoming eight years will likely be in the form of an increase in the number of persons per household as younger families move into the City. An increase in the residential population may also be attributed to the conversion of single-family homes in the M-F-R zone being redeveloped into multifamily homes, the construction of ADUs, intensification of existing multifamily-designated parcels, and redevelopment of underutilized non-vacant commercial or industrial sites to residential or mixed-use development.

Age

Figure 3 below shows the evolution of the City's age pyramid from 1970 to 2010. The City's demographic trends during this period indicate a decline in the under-20 population (due to families having fewer children), an increase in the 20-to-64 age group (home-buying and family-raising years), and an increase in persons over the age of 65 (primarily original homeowners who moved to Lakewood in the 1950s).

Figure 3: Population Age Distribution



Source: American Communities Survey, 2019

The aging of the City's population will continue to heavily influence the size of the labor force. The population born during the "baby boom" years (generally defined as 1946 to 1964) is now 57 to 75 years old. The number of people in the employment age range of 20 to 64 has increased since 1970, both in terms of raw numbers and as a percentage of the City's overall population.



However, with the aging of the population, the percentage of people of working age is expected to decrease for some time to come.

Race and Ethnicity

Lakewood has become a very diverse and multicultural community. In 2010 Lakewood was named one of California's most diversifying cities by the Public Policy Institute of California, and more recent census data shows that Lakewood's racial and ethnic diversity closely mirror the diversity of Los Angeles County as a whole.

The data presented in Table 2: Race and Ethnicity, 2019 indicates that 34.3 percent of the City's total population consider themselves as Non-Hispanic White. The other ethnic compositions of the City include 33.8 percent Hispanic or Latino of any race, 18.7 percent Asian, and 8.6 percent Black. About 3.2 percent of City residents identify themselves as being of two or more races. This compares to the ethnic composition countywide of 48.5 percent Hispanic or Latino of any race, 26.2 percent Non-Hispanic White, 14.4 percent Asian, and 7.8 percent Black. The percentage of the Non-Hispanic White population in the City continues to decline as the percentage of other racial and ethnic groups increase, as shown in Figure 4: Racial and Ethnic Trends in Lakewood, 2000 - 2019.

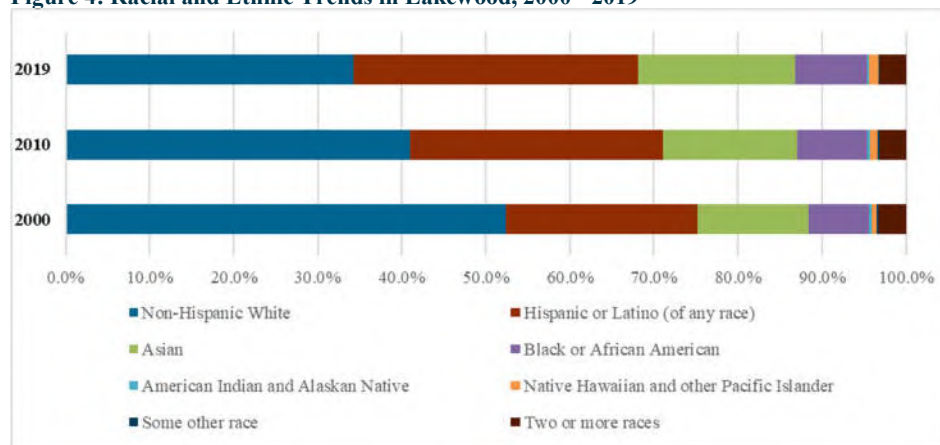
Table 2: Race and Ethnicity, 2019

Race/Ethnicity	Lakewood		Los Angeles County	
Non-Hispanic White	27,569	34.3%	2,641,770	26.2%
Hispanic or Latino (of any race)	27,123	33.8%	4,888,434	48.5%
Asian	14,984	18.7%	1,454,769	14.4%
Black or African American	6,898	8.6%	790,252	7.8%
American Indian and Alaskan Native	173	0.2%	20,831	0.2%
Native Hawaiian and other Pacific Islander	851	1.1%	24,597	0.2%
Some other race	93	0.1%	3,2413	0.3%
Two or more races	2,601	3.2%	228,504	2.3%
Total Population	80,292	100.0%	10,081,570	100.0%

Source: U.S. Census (2010); 2019 American Community Survey 5-Year Estimates.

Note: Hispanic/Latino is an ethnicity and can include members of any race. The data presented here reflect the non-Hispanic population of each race.

Figure 4: Racial and Ethnic Trends in Lakewood, 2000 - 2019



Source: U.S. Census (2000, 2010) and 2019 American Community Survey 5 year estimates.

B. EMPLOYMENT CHARACTERISTICS

Total Employment

The economic recession of the early 1990s contributed to the employment decline in Southern California; but by the mid-1990s, the regional economy began to recover. As shown in Table 3, SCAG estimated the City’s 2003 employment total at 16,700, which increased to 17,000 jobs in 2005. The decline to 15,700 jobs in 2008 was due in part to the economic downturn following the “housing bubble,” but the City’s employment total recovered, with an estimated total of 20,900 in 2016, and 22,500 in 2045 (projected). This is a projected increase of 7.6 percent. During this same period, employment countywide is estimated to increase by 13.5 percent.

Table 3: Total Employment

Year	Lakewood	Los Angeles County
2003	16,700	4,355,000
2005	17,000	4,397,000
2008	15,700	4,340,370
2016	20,900	4,743,000
2045*	22,500	5,382,000
% Growth 2016-2045*	7.6%	13.5%

Source: SCAG 2016-2045 RTP/Sustainable Communities Strategy growth forecast.

Note (*): These rows are based on the growth forecast.

The state of the economy and its effect on employment and job growth plays a significant role in housing demand, housing costs, and vacancy rates. During the post-housing bubble recession, the



median home price of homes dropped in Lakewood, and the vacancy rate increased. In 2016, the SCAG RTP noted that the jobs/housing ratio was 0.81, which was less than one job per housing unit. This ratio indicates a housing-rich city.

Labor Force

The labor force, by definition, includes the working population and those wishing to work. As presented in Table 4, the U.S. Census estimated the City's 2019 labor force at 42,632, with 2,219 persons unemployed. The resulting unemployment rate was 5.2 percent. This rate was higher than the 5.0 percent witnessed during 1980, 1990, and 2000. The increase in unemployment is due to a prolonged recession. Employment and the labor force have increased dramatically since 1960. The City labor force grew from 39,375 in 2000 to an estimated 42,632 in 2019 despite a stable population size. This increase is due primarily to the entrance of more women into the labor force, and the demographic shift in age distribution from young to working age residents. These two factors will continue to cause increases in the labor force, although at lower rates than in the last few decades.

Table 4: Lakewood Labor Force, 1960-2019

Year	Labor Force	Percent of Total Population	Employed	Unemployed	Unemployment Rate
1960	25,059	37.3%	24,148	921	3.7%
1970	35,774	43.1%	33,761	2,013	5.6%
1980	39,189	52.5%	37,277	1,912	4.9%
1990	39,216	53.3%	37,519	1,697	4.3%
2000	39,375	49.6%	37,420	1,955	5.0%
2010	41,699	52.1%	39,373	2,326	5.6%
2019	42,632	53.1%	40,296	2,219	5.2%

Source: U.S. Census (1960-2000); 2010 data are from SCAG Existing Housing Needs Data Report (2012)/2005-2009 American Community Survey; 2019 American Community Survey 5-Year Estimates.

Note: Labor force and employment figures are for the population age 16 and over, except for the 1960 figures, which are for the population 14 and over.

Unemployment in Lakewood has historically been lower than the region and the nation. According to the U.S. Census 2019 American Community Survey 5-Year Estimates, Lakewood's 2019 unemployment rate was 5.2 percent compared to 6.1 percent for the County. The stability of the population and labor force is an important factor in keeping the local unemployment rate low. The COVID-19 pandemic that began in 2020 caused large fluctuations to the national and state unemployment rates. However, unemployment rates for the region and for Lakewood are anticipated to decline as the effects of the pandemic wane.

Table 5 shows the occupations of Lakewood residents in 2019. The largest segment of the residents is in management and professional occupations (39.2%), followed by sales and office occupations (25.9%), and service occupations (15.9%).



The adaptation of the national economy from an industrial economy to a service economy has been influential in creating employment in the City. The trend of women increasingly entering the labor force will continue. According to the American Community Survey, an estimated 61.2% of Lakewood women were in the labor force in 2019.

Table 5: Occupations of Lakewood Residents, 2019

Occupation	Number	Percent
Management, business, science, and arts occupations	15,782	39.2
Service occupations	6,420	15.9
Sales and office occupations	10,426	25.9
Natural resources, construction, and maintenance occupations	3,011	7.5
Production, transportation, and material moving occupations	4,657	11.6
Total	40,296	100.0%

Source: 2015-2019 American Community Survey 5-Year Estimates, employed persons age 16 and older.

Industries

Table 6: Industries Employing Lakewood Residents, 2019 below shows the types of industries in which Lakewood residents are employed, and it describes a local employment profile that is roughly similar to that shown in Table 5. Educational, health and social services form the largest share of the industries employing City residents (25.4%), with retail trade second (11.5%) and manufacturing third (10.6%).

Manufacturing employment decreased from 5,226 jobs in 1990 to 4,271 jobs in 2019. The decline is due to a number of factors, including closure of the Boeing plant in Long Beach and a general shift in the United States away from manufacturing activity, as more companies decide to locate their production operations outside of the region. Additionally, the rapid increase in working from home, as well as the decline in in-store shopping and the rise of online shopping, may affect the occupations of Lakewood residents in the future. These changes may cause a decrease in retail trade occupations while increasing the share of transportation/warehousing industries.



Table 6: Industries Employing Lakewood Residents, 2019

Industry	Number	Percent
Agriculture, forestry, fishing and hunting, and mining	234	0.6%
Construction	2,148	5.3%
Manufacturing	4,271	10.6%
Wholesale trade	1,345	3.3%
Retail trade	4,653	11.5%
Transportation and warehousing, and utilities	2,949	7.3%
Information	703	1.7%
Finance and insurance, and real estate and rental and leasing	2,170	5.4%
Professional, scientific, and management, and administrative and waste management services	3,727	9.2%
Educational services, and health care and social assistance	10,252	25.4%
Arts, entertainment, and recreation, and accommodation and food services	4,222	10.5%
Other services, except public administration	1,698	4.2%
Public administration	1,924	4.8%
Armed forces	117	0.1%
Total	40,296	100.0%

Source: 2015-2019 American Community Survey 5-Year Estimates, employed persons age 16 and older.

C. HOUSING AND HOUSEHOLD CHARACTERISTICS

Housing Growth Trends

During the 1990s, housing construction in the Southern California region did not keep pace with population growth. Between 1990 and 2000, Los Angeles County experienced a population increase of 11.5 percent while housing units increased by only 3.5 percent. This explains the increases in household size countywide during this time-period. It may also explain the increase in overcrowding in certain parts of the County.

Table 7: Lakewood Housing Units, 1960-2018 shows that in Lakewood, the pace of housing construction was even slower than in the County as a whole. During the 1990s, Lakewood's housing stock increased by 515 units or 1.9 percent, while population increased by 5,788 people or 7.9 percent. Housing growth has been even slower so far in the twenty-first century. Since 2000, housing in Lakewood has essentially plateaued. In 2000, there were an estimated 27,310 housing units in the City. In 2018, there were an estimated 27,552 housing units in the City, an increase of 242 units over 18 years.

The slowdown in housing growth in Lakewood, as well as many other cities in highly urbanized southeastern Los Angeles County, is primarily a result of the lack of available land for residential development.



Table 7: Lakewood Housing Units, 1960-2018

Year	Housing Units	Percent Growth
1960	18,301	--
1970	24,208	32.3%
1980	26,250	8.4%
1990	26,795	2.1%
2000	27,310	1.9%
2010	27,470	0.6%
2018	27,552	0.3%

Source: U.S. Census (1960-2010); California Department of Finance, E-5, 2018, SCAG Local Profile Data – Lakewood, 2019.

Table 8 presents housing units permitted growth in Lakewood between FY 2015 and 2020. During this period, there were 194 new dwelling units permitted in the City. The increase in very low-and low-income housing during the years 2019 and 2020 is largely due to an increase in ADU construction.

Table 8: Housing Units Permitted

Year	Very Low Housing	Low Income Housing	Moderate Income Housing	Above Moderate Income Housing	Total Permitted
2015	-	-	-	52	52
2016	-	-	-	20	20
2017	2	-	-	48	50
2018	9	-	1	-	10
2019	13	4	-	-	17
2020	14	3	-	28	45
Total	38	7	1	148	194

Source: City of Lakewood Community Development Department General Plan Annual Reports

Housing Conditions

The majority of the City’s housing stock is in good condition. However, homes built more than 30 years ago are likely to require structural renovation and maintenance. According to information available from the U.S. Census and the County Assessor, more than two-thirds of the existing housing stock in Lakewood was built prior to 1960. Table 9: Age Distribution of Housing Stock shows that the majority (53.7%) of the homes in Lakewood were built in the 1950s. As Title 24 energy, lighting, and water conservation standards are updated generally every three years, it is likely that only the newest homes meet the most current standards. This situation strongly suggests there will be an increased need for sustainable improvements to Lakewood’s residential structures during the next decade.

In general, older homes require greater maintenance, which results in higher costs. This leads to deferred maintenance that further deteriorates the physical conditions of the homes in the City. In addition, older deteriorated structures often violate building code standards and lack safety features



such as fire suppression, home security devices, and seismic safety retrofits. In fact, stringent seismic safety codes were not developed until after the 1971 Sylmar earthquake. After that event, many building codes, including Lakewood's, were revised to ensure that structures could withstand seismic activity of similar magnitude.

Table 9: Age Distribution of Housing Stock

Year of Construction	Percent of Total
Built 2010 or later	0.9%
Built 2000 to 2009	1.3%
Built 1990 to 1999	2.7%
Built 1980 to 1989	4.0%
Built 1970 to 1979	8.0%
Built 1960 to 1969	17.3%
Built 1950 to 1959	53.7%
Built 1940 to 1949	10.7%
Built 1939 or earlier	1.4%

Source: 2015-2019 American Community Survey 5-Year Estimates

The City's Community Conservation Representatives (CCRs) operate on a reactive basis and investigate approximately 1,050 code cases annually. Staff estimates that one to two (1.5) cases each year are investigated where a property demonstrates extensive dilapidation requiring significant repairs to be safe and habitable. Based on code enforcement trends, the City estimates that approximately 12 homes will need significant repair or replacement over the next eight years.

Housing Costs

In 2019, the median rental price for the City of Lakewood was \$1,839 and the median home price was approximately \$568,600. It should be noted that these median rental and home prices were estimated prior to the global COVID-19 pandemic. One of the economic impacts seen in California during the COVID-19 pandemic was a rapid increase in home prices, potentially caused by increased demand for housing in suburban settings such as Lakewood, a rapid increase in remote work, and doubling up of family units living together as part of social distancing efforts. As a result, home and rental values in the year 2021 are estimated to be significantly higher and continue to rise. According to the real-estate tracking website Redfin, the median home sale price in 2021 was approximately \$760,000, a substantial increase over historic housing prices.¹

¹ Redfin, 2021. <https://www.redfin.com/city/10167/CA/Lakewood/housing-market>



Table 10: Average Rent and Median Home Prices, 2012 and 2019

Median Rental Prices	2012	2019
Lakewood	\$1,501	\$1,839
Los Angeles County	\$1,187	\$1,460
Median Home Prices	2012	2019
Lakewood	\$430,100	\$568,600
Los Angeles	\$443,300	\$583,200

Source: 2019 American Community Survey 5-Year Estimates.

Household Trends

An examination of household tenure in Lakewood since 1960 shows the City has a fairly high rate of homeownership. Table 11 presents Lakewood's household tenure. The proportion of owner-occupied households has remained close to the same level since the 1990s, remaining at approximately 72 percent over the past 29 years. It is clear that renters remain a significant minority of the City's households, accounting for approximately one-quarter of the total, and that a need persists for quality rental housing that is affordable to all economic segments of the community.

The generally static total number of households from 2000 to 2019 (from 27,310 to 27,552) is a byproduct of stagnant population growth due to the lack of housing produced in Lakewood during this timeframe.

Table 11: Households by Tenure, 1960-2019

		Owner	Renter	Total
1960	Number	15,609	2,197	17,806
	Percent	87.7%	12.3%	100%
1970	Number	19,133	4,688	23,821
	Percent	80.3%	19.7%	100%
1980	Number	19,183	6,670	25,853
	Percent	74.2%	25.8%	100%
1990	Number	18,808	7,294	26,102
	Percent	72.1%	27.9%	100%
2000	Number	19,318	7,499	26,817
	Percent	72.0%	28.0%	100%
2010	Number	19,131	7,412	26,543
	Percent	72.1%	27.9%	100%
2019	Number	18,618	7,138	25,756
	Percent	72.3%	27.7%	100%

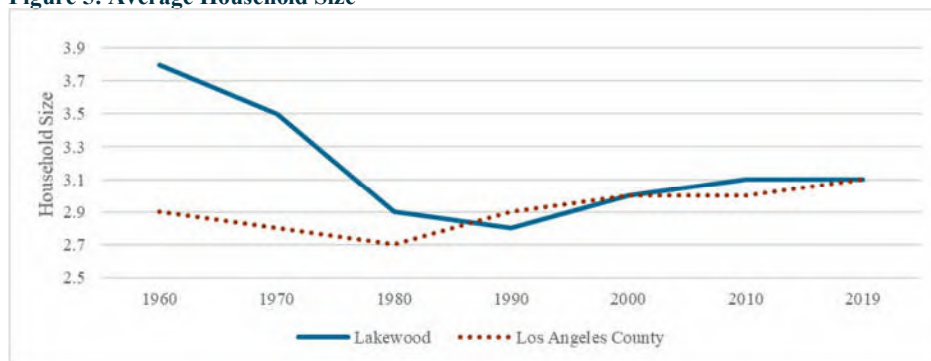
Source: U.S. Census (1960-2010); 2019 American Community Survey 5-Year Estimates.



Household Size

Household size is the average number of persons occupying a dwelling unit. As a result of the changing demographics and the shift in the ethnic composition of the City and the County as a whole, household size has been increasing. As shown in Figure 5 below, the countywide household size increased from 2.7 persons per household in 1980 to 3.11 persons per household in 2019. In the City, the household size has increased since 1990 from 2.8 to 3.06 in 2019. However, since 1960, the average household size for Lakewood has actually declined from a high of 3.8.

Figure 5: Average Household Size



Source: U.S. Census (1970-2010); 2019 American Community Survey 5-Year Estimates.
Note: These numbers pertain to occupied housing units and are rounded to the nearest tenth.

Household Income

The City's income data show that Lakewood's median income has been consistently above the County median income. As shown in Table 12, the City's median income in 2019 was approximately 37 percent higher than the County median income. However, Table 13 shows that a significant number of households in the City—9,705, or 37.4 percent of all households in Lakewood—remain in the low-, very low-, or extremely low-income category, indicating a continued need for housing that is affordable and accessible to people of limited economic means.

Table 12: Median Household Income

	1970	1980	1990	2000	2010	2019
City of Lakewood	\$12,809	\$24,752	\$48,519	\$58,447	\$76,348	\$93,432
Los Angeles County	\$11,091	\$17,563	\$39,035	\$43,097	\$54,828	\$68,044
Percent Difference between Lakewood and L.A. County	15.5%	40.9%	24.3%	35.6%	39.3%	37.3%

Source: U.S. Census (1970-2010); 2019 American Community Survey 5-Year Estimates.
Note: These figures are expressed in dollars for the year indicated without inflation adjustment.



Table 13: Household Income Distribution by Percent County Median

	Extremely Low	Very Low	Low	Moderate and Above		All Income Levels
	<30% of Median	30-50% of Median	50-80% of Median	80-95% of Median	>95% of Median	
2017 Households (% of households)	2,525 (9.7%)	2,890 (11.1%)	4,290 (16.5%)	16,250 (62.6%)		25,955 (100.0%)
2010 Households (% of households)	1,453 (5.9%)	1,807 (7.5%)	2,799 (11.6%)	18,149 (75%)		24,208 (100.0%)
2006 Households (% of households)	1,660 (6.2%)	1,945 (7.2%)	3,000 (11.2%)	20,230 (75.4%)		26,835 (100.0%)

Source: 2008-14 Lakewood Housing Element; 2017 HUD CHAS data.

Most Lakewood households lived in owner-occupied housing in 2021, with a large majority of the owners concentrated in the above moderate-income category. The lowest-income residents were more likely to rent than their upper-income neighbors. There were almost as many renters as owners among very low-income households, and a slim majority of extremely low-income households lived in rented units. (For a more detailed analysis of the needs of Lakewood's extremely low-income households, see Section III.B Special Housing Needs).



III. HOUSING NEEDS ASSESSMENT

A. REGIONAL HOUSING NEEDS ASSESSMENT

HCD makes a periodic evaluation of statewide housing needs based on a variety of data such as: population trends, demographic changes, and migration patterns. However, the single most important factor in projecting housing need is the Regional Housing Needs Assessment (RHNA). As mandated by State law, RHNA quantifies the housing needs for each jurisdiction in its governing area for the planning period between 2021 and 2029. The RHNA does not encourage or promote growth, but rather assigns a regional “fair share” amount of overall housing demand that each community must accommodate and plan for based on the housing need forecast by SCAG’s methodology. The 6th Cycle RHNA adopted by SCAG for the City of Lakewood for the period of 2021 to 2029 is a total of 3,922 housing units, which reflects an increase of 3,519 units (873 percent) above its 5th Cycle RHNA of 403 units.

Existing Housing Needs

The RHNA prepared by SCAG provides 2020 estimates of households with any type of housing problem, which range from overpayment (housing cost burden in excess of 30 percent of household income), to overcrowding, to substandard housing conditions such as lack of adequate plumbing or heating facilities. According to the U.S. Department of Housing and Urban Development (HUD), it is estimated that 10,250 households in Lakewood have at least one housing problem, including overpayment. HUD estimates that 76 percent of extremely low, 73 percent of very low, and 65 percent of low-income households in Lakewood experience at least one housing problem. Table 14 represents the number of households in Lakewood with housing problems by tenure.

Table 14: Lakewood Households with Housing Problems, 2019

	All Households	Overpaying	Overcrowded	Lacking Kitchen	Lacking Telephone Service	Lacking Plumbing
Renters	7,138	3,576	-	94	93	0
Owners	18,618	5,590	-	44	113	13
All Households	25,756 (100.0%)	9,166 (35.6%)	1,227 (4.7%)	138 (0.5%)	206 (0.8%)	13 (0.1%)

Source: 2019 American Community Survey 5-Year Estimates.

Note: Data is only for occupied housing units (i.e., households). Vacant units are not reflected in this table. Overpayment is payment of at least 30% of gross household income on rent or mortgage; overcrowding is occupancy of more than 1.01 persons per room excluding kitchens, bathrooms, garages, closets, and hallways.

Housing Overpayment

To determine existing housing needs, it is necessary to examine the relationship between the cost of homeownership or renting to a household’s ability to pay for housing, which is based on the



median household income. According to HUD, housing affordability is the expenditure of no more than 30 percent of gross household income on mortgage payments or monthly rents. This includes payment on principal and interest, property tax, and insurance. Table 15 shows that as of 2019, 9,166 households (35.6%) of Lakewood's 25,756 total households overpaid for housing. Approximately 39 percent of households who overpay are renter-occupied households. Mitigating this need involves making affordable units available for both owner and renter-occupied households.

Households that overpay for housing are not unevenly distributed by income group. Approximately three quarters (74.9%) of extremely low-income households are overpaying for housing, compared to 72.1% of very low-income households, and 60.7% of low-income households that are overpaying. Approximately 65.9% of extremely low-income households, 48.3% of very low-income, and 18.8% of low-income households are considered to be severely overpaying, in which a household spends more than 50 percent of its mostly costs on housing.

The distinction between renter and owner overpayment is important because, while homeowners may overextend themselves financially to purchase a home, they retain the option of selling. Renters, however, are limited to the rental market and are generally required to pay the rent established in that market. In Lakewood, 50 percent of renters are considered to be overpaying for housing.

Table 15: Households Overpaying for Housing, 2019

Gross Household Income Spent on Housing*	Owner	Renter	All
Less than 20%	8,520	1,583	10,103
20–30%	4,342	1,768	6,110
More than 30%	5,590	3,576	9,166
Not computed*	166	211	377

Source: 2019 American Community Survey 5-Year Estimates.

Note: Overpayment is payment of at least 30% of gross household income on housing.

Note*: The "not computed" category is for households whose information is incomplete or unavailable.

Housing Overcrowding

The U.S. Census defines overcrowded housing units as "those in excess of one person per bedroom." Overcrowding can take a variety of forms. Many overcrowded households may include three generations or extended families. More than two families may share the same units, or a family may be renting living space to non-family members. Overcrowding results directly from lack of affordability, as large households find that they are unable to afford units of sufficient size to meet their needs and are forced to economize beyond modern acceptable standards.

Table 16 shows that 1,227 of all households in Lakewood were living in overcrowded conditions, which represents about 4.8 percent of the total 25,576 households in the City. Renters, at about 9



percent, disproportionately live in overcrowded households compared to homeowners, at approximately 3 percent.

Table 16: Overcrowded Households, 2019

	All Occupied Housing Units Households	Overcrowded	Persons Per Room		
			1.00 or less	1.01 to 1.50	1.51 or more
Renters	7,138	649 (9.1%)	6,489	389	260
Owners	18,618	578 (3.1%)	18,040	520	58
All Households	25,756	1,227 (4.8%)	24,529	909	318

Source: 2019 American Community Survey 5-Year Estimates.

Note: Overcrowding is occupancy of more than 1.01 persons per room excluding kitchens, bathrooms, garages, closets and hallways.

Future Housing Needs

The regional growth allocation process begins with the California Department of Finance projection of population by age group. The projections are used by HCD to compute housing demand, both statewide and for each of the official regions. In the Southern California region, SCAG's RHNA allocates to each jurisdiction its "fair share" of the future regional housing need.

The 2021 housing need allocation for the City of Lakewood is shown in Table 17.

During this planning period, the City is expected to accommodate 3,922 dwelling units. Approximately 33 percent of these units should accommodate very low-income households and 16 percent should accommodate low-income households. One strategy the City will implement to accommodate these income levels is through ADU production, and re-zoning/upzoning. The Housing Resources section describes the City's strategy for accommodating the 3,922 RHNA units, and the City is including many policies and programs to increase production and affordability to meet the housing need.

Table 17: RHNA Future Housing Needs

	Very-Low Income	Low Income	Moderate Income	Above- Moderate Income	Total RHNA
6th Cycle RHNA (2021–2029)	1,296	637	653	1,336	3,922
Percent	33.0%	16.2%	16.6%	34.1%	100%

Source: SCAG

Regional Housing Needs Assessment for 6th Cycle Housing Element Update.

The RHNA allocation does not distinguish between very low- and extremely low-income households (less than 30% of County median income), but instead gives a projection for households with incomes for very low income (at or less than 50 percent of the County median), low income (at or less than 80 percent of the County median), moderate (at or less than 120 percent



of the County median), and above-moderate income (at or above 120 percent of the County median). To determine the number of units for extremely low-income households, the City utilizes a proxy of 50 percent of very low-income units to be reserved for extremely low-income households. This equates to 604 units for extremely low incomes. Extremely low-income households are those with incomes representing less than 30 percent of the median income and very low-income households are those representing 30-50 percent of median income.

B. SPECIAL HOUSING NEEDS

Certain segments of Lakewood's population have special housing needs. Those segments, as listed below, are in need of various forms of specialized housing assistance that is not needed by the typical Lakewood household. These groups may include households with physically, mentally and/or developmentally disabled persons, elderly individuals, homeless persons, large families, and female-headed households.

Disabled Persons

People living with disabilities represent a wide range of housing needs, depending on the type and severity of their disability.

Based on the 2015-2019 American Community Survey and shown in Table 18, the City's disabled residents live with at least one of the following disabilities: sensory, physical, mental, self-care, and go-outside-home (independent living difficulty). Overall, seniors faced a higher proportion of disabilities compared with other population cohorts across all disability categories.

Disabled persons need housing assistance, including features such as wider doorways, ramps in place of stairs, and elevators for units with multiple stories. These modifications have the potential to be expensive and are not usually found in older dwelling units. Ongoing enforcement of the City's Building Code, which is in conformity with State law, ensures that new construction will be accessible to disabled persons, though all units may not have all the features needed by specific individuals.

Table 18: Disabled Persons, 2019

	Total		Population under 18 years		Population 18 to 64 years		Population 65 years and over	
		Percent		Percent		Percent		Percent
With a hearing difficulty	2,303	2.9	61	0.3	732	1.4	1,510	14
With a vision difficulty	1,226	1.5	67	0.4	495	1	664	6.2
With a cognitive difficulty	2,544	3.4	187	1.5	1,308	2.5	1,049	9.7
With an ambulatory difficulty	4,001	5.3	16	0.1	1,576	3	2,409	22.3
With a self-care difficulty	1,966	2.6	97	0.8	692	1.3	1,177	10.9
With an independent living difficulty	2,854	4.6	-	-	1,065	2.1	1,789	16.6

Source: 2019 American Community Survey 5-Year Estimates.



Persons with Developmental Disabilities

Developmental disabilities need to be considered, along with the more commonly understood mental and physical disabilities. Chapter 507, Statutes of 2010 (SB 812), which took effect January 2011, amended State housing element law to require the analysis of the disabled to include an evaluation of the special housing needs of persons with developmental disabilities. According to Section 4512 of the California Welfare and Institutions Code, a developmental disability “originates before an individual attains age 18 years, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual, which includes mental retardation, cerebral palsy, epilepsy and autism.” This term shall also include disabling conditions found to be closely related to mental retardation but shall not include other handicapping conditions that are solely physical in nature.

Many developmentally disabled persons can live and work independently in conventional housing. However, individuals who are more severely disabled may require an institutional environment where medical attention and physical therapy are provided. Since developmental disabilities are present before adulthood, supportive housing for disabled individuals during childhood can be beneficial as the individual grows and becomes a more independent adult.

The state Department of Developmental Services (DDS) currently provides community-based services through 21 community-based nonprofit corporations known as regional centers. The regional centers serve as a local resource to help find and access services and support available to individuals and families once eligibility is determined. Harbor Regional Center in the City of Torrance is the facility that services Lakewood residents. Currently, the center assists approximately 586 Lakewood residents and their families. Of that figure, 294 are less than 18 years of age, and the remaining 292 are 18 years or older. In addition to the services provided by Harbor Regional Center, City housing programs respond to the needs of the population via incentives for affordable housing, housing choice vouchers, rental assistance, and state-licensed transitional/supportive housing. Table 19 depicts the number of Lakewood clients by age and zip code.

Table 19: Harbor Regional Center Lakewood Clients

Zip Code	Clients Less than 18 years Old	Clients Over Age 18
90712	110	118
90713	95	92
90715	87	84

Source: Harbor Regional Center, January 2013²

A number of housing types are appropriate for people living with a developmental disability, including rent-subsidized homes, licensed single-family homes, and homes available through the Housing Choice Voucher program, Program D-1. The design of housing accessibility

² The City of Lakewood has requested updated figures from the Harbor Regional Center. Current figures were not available at the time this Element was published.



modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the considerations that are important in serving this group. Incorporating barrier-free designs in all new multifamily housing, as required by California and federal Fair Housing laws, along with affordability, is especially important in housing for disabled residents.

Elderly

The U.S. Census and other programs and regulations define persons 65 years of age and older as elderly. Lakewood's elderly population has special housing needs associated with affordability, maintenance, and upkeep of their homes, as well as physical access. As shown in Table 20, in 2019, an estimated 13.4 percent of the City's population was 65 or older, or 10,785 persons. This proportion was higher than the proportion in 2010 (11.4%). Lakewood's population of people in poverty (people whose income was below the poverty line) remained the same. According to 2010 U.S. Census information, approximately 6.5 percent of Lakewood's seniors fell below the poverty line, compared to about 7 percent in 2000.

Table 21 shows that of the 5,955 households 65 years and older, 4,865 households (82%) resided in owner-occupied units and 1,090 households (18%) resided in renter-occupied units.

The Whispering Fountains Senior Apartments (formerly known as Seasons I), located at 3200 E. South Street, Lakewood, CA, consists of 201-unit Housing Revenue Bond financed one- and two-bedroom units available to seniors age 55 and over and disabled persons. At least 20 percent of the units must be available to eligible households at very low- and low-income income rents. Whispering Fountains accepts Housing Choice Vouchers for seniors and/or disabled persons. As of July 2021, the Los Angeles County Development Authority (LACDA) reported there are 46 senior households residing in the Whispering Fountains Senior Apartments who receive housing assistance through the Housing Choice Voucher Program D-1.

Candlewood Park Senior Apartments located at 4051 Candlewood Street, consists of 80 one-bedroom senior units and one manager's unit. Eligible seniors pay no more than 30 percent of their income for rent with the remainder being paid by HUD through a housing assistance payment. Currently, there are no vacancies at Candlewood Apartments, and there is a long waiting list. As of July 2021, LACDA reported there are zero housing assistance payment participants at Candlewood Park Senior Apartments.

The Seasons II Senior Apartments located at 21309 Bloomfield Avenue, was constructed in 1996 and consists of 84 one- and two-bedroom senior units and a manager unit. Forty-two (42) units must be affordable to low-income seniors. Eligible seniors pay no more than 30 percent of their income for rent with the remainder of the rent price paid by HUD through a housing assistance payment. LACDA reported that as of July 2021, 33 units receive housing assistance payments.

As shown in Table 20 and Table 21, trends indicate the continual need for senior housing in the City. Many senior residents are longtime residents of the City and the original owners of the homes.



As the population ages, these residents will no longer require the single-family units, but rather smaller multiple family units, and in many cases assisted care living. Another option for seniors looking to downsize could be ADUs, which could house seniors or the caregivers of seniors. Based on the demographic trends, the need for senior housing is considered a high priority.

Table 20: Elderly Population

	1970	1980	1990	2000	2010	2019
65 years and over	3,622	5,639	8,879	9,414	9,086	10,785
Total Population	82,973	74,654	73,557	79,345	80,048	80,292
Percent of Total	4.4%	7.6%	12.1%	11.9%	11.4%	13.4%

Source: U.S. Census (1970-2010); 2019 American Community Survey 5-Year Estimates.

Table 21: Elderly Households by Income and Tenure

		Owner	Renter	Total	Percent of Total Elderly Households
Income category, relative to surrounding area:	< 30% HAMFI	640	455	1,095	18.4%
	30-50% HAMFI	905	195	1,100	18.5%
	50-80% HAMFI	1,190	230	1,420	23.8%
	80-100% HAMFI	460	75	535	9.0%
	> 100% HAMFI	1,670	135	1,805	30.3%
TOTAL		4,865	1,090	5,955	

Source: SCAG Existing Housing Needs Data Report; 2015-2019 American Community Survey 5-year Estimates.

Homeless

In 2020, the Los Angeles Homeless Services Authority (LAHSA) completed one of the largest homeless count operations in the County. Its findings revealed that the homeless population for Los Angeles County was estimated at approximately 66,436 persons. LAHSA's homeless estimates were divided into eight service planning areas (SPAs). The City of Lakewood is located within the East Los Angeles SPA, or SPA 7, which includes the area from the City of Huntington Park to the Orange County line on the east and from East Los Angeles on the north to the City of Lakewood on the south. SPA 7 had an estimated homeless count of 4,586 persons. Of these persons, 955 are sheltered, and 3,631 are unsheltered. The count and survey showed the following results for the SPA 7 area:

- 63 percent were Hispanic/Latino
- 16 percent were Black/African American
- 18 percent were White
- 8 percent were veterans
- 23 percent were mentally ill



- 25 percent were physically disabled
- 35 percent experienced domestic violence
- 36 percent had a substance abuse disorder
- 6 percent were under age 18

The LAHSA study counted 77 homeless persons in Lakewood during its 2020 count, all of whom were unsheltered. The City's homeless outreach programs are administered through the Burns Community Center, which is also home to Lakewood's Meals on Wheels program and the Mothers at Work childcare center.

At the Burns Community Center, homeless individuals are assisted in contacting the appropriate agency to meet their immediate needs. A community assistance directory enables center staff to assist homeless individuals in finding shelter, health services, and employment. Table 22 lists the homeless resources in the area as well as a list of health, employment, and other services available to homeless persons. Center staff will also provide emergency food when necessary and bus fare for transportation to any of the homeless services in the subregion. Project Shepherd provides funds to the Burns Community Center for the specific purpose of assisting homeless people and people in need. When the County activates the cold weather program, the Burns Community Center is notified and the City is prepared to provide transportation services to nearby shelter sites outside of the City should homeless persons arrive at the center.

The County also operates a special bus service, Low-Income Fare is Easy, to pick up homeless persons and provide transportation assistance to low-income individuals in Los Angeles County.

The City of Lakewood worked with Su Casa, a nonprofit agency, to provide two homeless housing developments: one was to operate an emergency shelter for women and children, and the other was for a transitional housing complex for extended care to assist women in transitioning from codependent, abusive relationships to independent and self-sufficient living.

Table 22: Homeless Resources

Facility	Address	Services Provided
Long Beach Multi-Service Center	1301 W. 12 th Street Long Beach, CA 90813 562-733-1147 www.mhla.org	Housing referrals; health care; job placement; showers; laundry; toilet facilities.
Catholic Charities	123 E. 14 th Street Long Beach, CA 90813 562-591-5269 www.catholiccharitiesla.org	Screening and placement in emergency shelter; information and referral; food and clothing.
MHALA- The Village	200 Pine Avenue, Suite 400 Long Beach, CA 90802 562-285-1330 www.mhala.org	Drop-in center offering food; showers; clothing; benefits; assistance; psychiatry and residential placement.
Disabled Resource Center	2750 E. Spring St. # 100 Long Beach, CA 90806 562-427-1000 www.drcinc.org	Referral for food and transportation; housing search assistance; benefits; counseling and advocacy; counseling. For physically and mentally disabled.



Table 22, continued

Facility	Address	Services Provided
Lutheran Social Services of Southern California	1611 Pine Avenue Long Beach, CA 90908 562-599-1321 www.lsssc.org	Emergency food and clothing; referral for emergency shelter; employment assistance; clinic services, counseling, referrals to addiction programs.
Community Action Partnership- Long Beach	117 W. Victoria Street Long Beach, CA 90805 562-216-4600 www.lbcap.org	Utility payment assistance; training opportunities; community advocacy; youth classes; CalFresh (food stamp) social worker twice per month.
Christian Outreach in Action	515 E. Third Street Long Beach, CA 90802 562-432-1440 www.coalongbeach.org	Warm meal service, groceries, and housing referrals.
The Salvation Army - Long Beach	300 Long Beach Boulevard Long Beach, CA 90807 562-247-3535 https://longbeach.salvationarmy.org/	Emergency food; residential housing at rehabilitation center; work assistance; and group or individual therapy.
211 Los Angeles County	Dial 2-1-1 www.211la.org	Countywide assistance; housing and health care referrals; military and veteran services; transportation services.
Villages at Cabrillo	2001 River Avenue Long Beach, CA 90806 562-388-8000 http://centuryvillages.org	Transitional housing; residential treatment; medical support; job training; employment assistance; and childcare.
PATH Los Angeles	340 North Madison Ave. Los Angeles, CA 90004 323-644-2200 www.epath.org	Outreach teams provide sack lunches; toiletries and hygiene supplies; housing and services referrals; housing assistance.
Los Angeles Homeless Services Authority (LAHSA)	707 Wilshire Blvd, Los Angeles, CA 90017 www.lahsa.org	Winter shelter program; outreach services; health care referrals, job training, supportive short- and long-term housing.

Source: City of Lakewood

Table 23: Health, Employment and Other Services

Service	Address	Telephone
Health Services		
Redgate Memorial Recovery Center	1775 Chestnut Avenue Long Beach, CA 90813	562-599-8444
Bellflower Health Center, LA County Health Services	10005 E. Flower Street Bellflower, CA 90706	562-804-8112
Long Beach Comprehensive Health Center, LA County Health Services	1333 Chestnut Avenue Long Beach, CA 90813 www.lacounty.info	562-599-2153
National Council of Alcoholism, Long Beach	3750 Long Beach Boulevard Long Beach, CA 90807 www.ncadd.com	562-426-8262
Harbor-UCLA Medical Center (24 hours)	1000 W. Carson Street Torrance, CA 90502 www.ladhs.org	310-222-2345
Southern California Alcohol and Drug Program	11500 Paramount Boulevard Downey, CA 90241 www.scadpic.org	562-923-4545
Rio Hondo Community Mental Health	17707 Studebaker Road Cerritos, CA 90703	562-402-0688



Table 23, continued

Service	Address	Telephone
El Dorado Community Service Center- Hawaiian Gardens	21505 Norwalk Boulevard Hawaiian Gardens, CA 90716	562-916-7581
Family Health Care Centers of Greater Los Angeles	22310 Wardham Avenue Hawaiian Gardens, CA 90713 www.jfhccgla.org	562-420-2433
JWCH Institute, Wesley Health Centers- Bellflower	14371 Clark Avenue Bellflower, CA 90706 www.jwchinstitute.org	562-867-6006
Rancho Los Amigos National Rehabilitation Center- Downey	7601 E. Imperial Highway Downey, CA 90242 www.rancho.org	562-401-7041
Employment		
Cerritos Career Center, SELACO Workforce Investment Board	10900 E. 183 rd Street, Ste. 350 Cerritos, CA 90650	800-481-6555
Affiliated facilities of the State Employment Development Department	12715 S. Pioneer Boulevard Norwalk, CA 90650 www.edd.ca.gov	562-929-9112 562-570-3700
Veterans' Employment and Training Services – U.S. Dept. of Labor	2450 E. Lincoln Avenue Anaheim, CA 92806 www.dol.gov	714-687-4845
Other Services		
WomenShelter of Long Beach	Address Confidential	562-437-7233
Long Beach Rescue Mission	1430 Pacific Avenue Long Beach, CA 90813 www.lbrm.org	562-591-1292
Food Bank of Southern California- Long Beach	1444 San Francisco Avenue Long Beach, CA 90813 www.foodbankofsocial.org	562-435-3577
Welfare-DPSS, South Special District	17600 Santa Fe Avenue, Ste. B Rancho Dominguez, CA 90221 http://dpss.lacounty.org	866-613-3777
Burns Community Center	5510 Clark Avenue Lakewood, CA 90712	562-925-7512
Los Angeles County Department of Children and Family Services	4060 Watson Plaza Lakewood, CA 90712 http://dcf.co.la.ca.us	562-497-3500
Social Security Office	4957 Paramount Boulevard Lakewood, CA 90712 www.ssa.org	1-800-772-1213
Su Casa- Ending Domestic Violence	3750 E Anaheim Street Suite #100, Long Beach, CA 90804 www.sucasa.org	562-402-4888
Los Angeles County Dept. of Military & Veterans Affairs	2615 S. Grand Avenue, Suite 100 Los Angeles, CA 90007 http://mva.lacounty.gov	1-877-4-LAVETS
Housing Authority of the County of Los Angeles (Section 8)	700 West Main Street Alhambra, CA 91801 www.hacola.org	626-262-4510
Boys & Girls Club of America- Long Beach	700 East Del Amo Boulevard Long Beach, CA 90807 www.bgclublb.org	562-428-9188

Source: City of Lakewood



Lakewood also has 17 community care facilities. These facilities are all located in the R-1 (Single family residential) zone in single-family detached homes. Five of these facilities are adult residential care facilities; ten are residential-elderly care facilities; the remaining two are a small family home and a group home facility. These group homes, adult residential, and residential-elderly care facilities provide supervised, nonmedical care to not more than six youths, adults 18 years of age and older, and adults 60 years of age and older, respectively. The small family home provides 24-hour care for children 18 years old or younger, who are mentally or developmentally disabled or physically handicapped and need assistance due to their disability. The community care facilities were also established in existing single-family homes and, pursuant to State law, no zoning exceptions or special permits are required for such use.

Pursuant to Section 9331.D.6 of the Lakewood Municipal Code, the M-F-R zone currently permits homes/facilities for the aged, retirement hotels, adult care facilities and children's boarding homes by conditional use permit. Municipal Code Section 9332.1 makes special exceptions from normal apartment/condominium development standards allowing for reduced parking, smaller unit sizes, and reduced open space requirements for multifamily housing for the elderly and the disabled.

Lakewood Municipal Code Section 9302.2.b defines an "adult care facility" as any home, facility, or building in which board and supervisory care, including meals, recreation, transportation, counseling, laundry and bath assistance, administration of oral medication, and supervision of general well-being is provided to persons 18 to 62 years of age, but in which are kept no persons who are suffering from mental illness or disease who would normally be admitted to a mental hospital or a convalescent hospital and in which no type of medical or dental service is provided, except the administration of oral drugs. Section 9302.14e of the Municipal Code defines a "children's boarding home" as any institution or establishment providing room and board for the reception and care of children under the age of eighteen years regardless of sex, and when such children are unrelated to the caretaker, in the absence of parent or guardian, and with or without compensation. Section 9302.25a of the Municipal Code defines "home/facility for the aged" as any home, facility, or building in which board and supervisory care, including meals, recreation, transportation, counseling, laundry and bath assistance, administration of oral medication, and supervision of general well-being is provided to persons 62 years of age and older but in which are kept no persons who are suffering from mental illness or disease who would normally be admitted to a mental hospital or a convalescent hospital and in which no type of medical or dental service is provided, except the administration of oral drugs.

In May 2004, City Council adopted Ordinance No. 2004-2, which established regulations and development standards for emergency shelters. It permitted emergency shelters in the Heavy Manufacturing (M-2) zone subject to a conditional use permit (Municipal Code Section 9368.C). This action was taken in response to the 2002 Lakewood Housing Element program which required the City to identify a zone to specifically allow emergency shelters subject to a conditional use permit.



In January 2008, SB 2 became effective, which required cities to meet the needs of the homeless population by identifying a zone or zones that permit emergency shelters by right, i.e., without being subject to conditional or other discretionary approval. The zone must have sufficient capacity to accommodate the shelter need and provide land for at least one year-round facility. On January 24, 2012, Ordinance No. 2012-1 was adopted, which removed the requirement that a conditional use permit be obtained for emergency shelters.

In January 2020, AB 139 went into effect, which updated the requirements of local governments' housing plans to address the needs of the homeless crisis, specifically by changing the criterion for assessing the need for emergency shelters and housing to a regional level and requiring that to be accounted for as part of the Housing Element. Section 9368.B.6.(d) of the City's Municipal Code states that there shall be three on-site spaces for every 10 beds, out of conformance with AB 139.

Program E-3 of this Housing Element is to bring Lakewood's Emergency Shelter ordinance into compliance with state law. The City's ability to accommodate emergency shelters is further described in the Constraints section of the Housing Element.

Large Families

Large families are defined as five or more persons in a household. Large households are usually included as a special needs group because they require larger dwelling units than the market normally provides, and larger homes typically are higher-cost units. In addition, trends in new housing construction indicate a movement toward smaller units; thus, large families have difficulty finding larger units at affordable prices, which results in families living in overcrowded conditions.

Difficulties in securing housing large enough to accommodate all members of a household are heightened for renters because rental units are typically smaller than single-family units. According to the 2019 American Community Survey, the average household size in Lakewood is 3.06 persons.

As shown on Table 11, renters represented approximately 27.7 percent and owners represented approximately 72.3 percent of the total households in the City. Neither the 2010 U.S. Census nor the 2015-2019 American Community Survey 5-Year Estimates provides figures representing large families and their corresponding housing units. However, one can deduce that with the increase of households spending more than 30 percent of their gross income toward rents the ability for large families to find affordable housing can be difficult. To address the issue of providing affordable housing for larger families and households living in overcrowded conditions, the City's programs include:

- Promotion and streamlining of ADU construction, which can provide additional living space on existing lots. These units provide separate kitchen and bathroom facilities to occupants of these units, allowing for a degree of privacy and autonomy.



- Program E-7 for Planned developments and Specific Plan, which provide diversity in the location of structures, open space and yard requirements, and other site qualities while ensuring adequate development standards.

The City may need to consider additional programs that encourage larger dwelling units. These may include:

- relaxing open space requirements and setback standards;
- density bonuses like in Program B-3
- concessions for larger units; and
- streamlining home renovations/expansions

Female Headed Households

According to SCAG Pre-Certified Housing Data, there were 3,805 female-headed households living in the City of Lakewood, representing 14.7 percent of Lakewood's total households. Approximately 6.2 percent of the households (about 236) headed by a female had children under 18 years of age, and approximately 9.4 percent of these female-headed families (about 358) were living below the poverty line. All family households, but especially those headed by females, typically need affordable units located near schools, day care centers, and recreation facilities and services.

Affordability needs of female-headed households can be addressed through rent subsidies, affordable childcare, and family housing in proximity to commercial uses, recreational facilities, and public transit. The City encourages the use of these programs and services, particularly among female-headed households with children. Local and regional programs provide housing and social services to female-headed households include:

- **Mothers at Work Children's Center** – This program is located at the Burns Community Center and provides childcare for children ages 2–5 years old. Services include instruction and experience in language development, math, art, music and more. An after-school childcare program is also available for children ages 6–12.
- **Family Services of Long Beach** – This agency has several offices located in the area. The agency provides individual and family counseling, drug and alcohol diversion, and anger management classes. The agency also provides educational program and support groups.
- **Housing Authority of the County of Los Angeles (Housing Choice Vouchers)** – This agency is located in the City of Alhambra but provides assistance to all residents living in Los Angeles County. This program D-1 provides housing vouchers to families and individuals in need of affordable housing. The Housing Choice Voucher program also provides the Family Self-Sufficiency Program (FSS). This is a voluntary five-year program



that assists participants with education, job training, and other services that teach participants how to become independent and not need public assistance.

Farmworkers

The City of Lakewood is located in a highly urbanized area of Los Angeles County. The 2018 American Community Survey indicated that 22,589 County residents were employed in agriculture, farming, forestry, or fishing occupations, with 15,121 total farming, forestry, and fishing jobs in the city, of which 9,687 were considered full-time jobs.

By contrast, the 2018 American Community Survey indicated that 246 Lakewood residents were employed in agriculture, farming, forestry, or fishing occupations, with 92 total farming, forestry, and fishing jobs in the city, of which 78 were considered full-time jobs. Given the lack of substantial agricultural facilities both within and around Lakewood, these jobs likely do not involve traditional farm “labor” and are more likely related to agricultural product processing or management. The majority of the agricultural activities in Lakewood are limited to wholesale nurseries. There is no evidence of a significant number of migrant farmworkers residing in the City.

Currently, Lakewood’s zoning code does not provide an explicit definition for farmworker housing. Pursuant to the Health and Safety Code 17021.5 and 17021.6, farmworker housing for fewer than six individuals should be treated as a single-family home and not require a discretionary approval. Agricultural employee housing with no more than 36 beds in a group quarters or 12 units designed for the use of a single household is permitted by right in agricultural land-use designations. While the City has an agricultural zone, the agriculturally zoned land is controlled by the City or public utility providers which may implement portions of the Open-Space General Plan designation, the City does not have a specific agricultural designation, which means that the Employee Housing Act would not apply for farmworkers in the City. The City is including E-10 to define and permit employee housing in compliance with the Employee Housing Act, specifically, Health and Safety Code section 17021.5.

Extremely Low-Income Households

According to the 2018 SCAG Existing Housing Needs Data Report, there were 900 households in poverty in Lakewood, or about 3.5 percent of all households, as defined by the poverty thresholds of the American Community Survey of the U.S. Census Bureau. The U.S. Census Bureau utilizes 48 thresholds to determine the federal poverty level.

By contrast, HUD measures income levels through the area’s median income. HUD does provide detailed data on this income group, which also tends to experience housing problems at a high rate. As shown in Table 24, the HUD data shows that there are 2,525 extremely low-income households in the City, which represents about 10 percent of all households in the City, significantly different from the 3.5 percent that the SCAG data suggests. Table 24 also shows that about half (1,245 of



the 2,525 extremely low-income households) rented their dwelling units. Of those 1,245 households, 1,050 experience housing problems.

Table 24: Extremely Low-Income Housing Problems and Overpayment, 2017

	Owner-Occupied	Renter-Occupied	Total Households
Households with Income <30% of Median	1,280	1,245	2,525
with any problems (%)	860	1,050	1,910
paying >30% of income (%)	860	1,025	1,885
paying >50% of income (%)	675	990	1,665

Source: HUD Comprehensive Housing Affordability Strategy (CHAS) Data, 2013-2017.

Note: Housing problems include overpayment (payment of more than 30% of gross household income on housing), overcrowding (occupancy of more than 1.01 persons per room excluding kitchens, bathrooms, garages, closets and hallways), lack of kitchen, lack of telephone service, and lack of plumbing. Extremely low-income figures are calculated from the HUD Area Median Family Income (HAMFI).

As Table 24 shows, HUD data reveal that 75.6 percent of Lakewood's extremely low-income households experienced housing problems of any kind, with renters higher at 84.3 percent than owners at 67.1 percent. A large majority of these households were overpaying, or paying more than 30 percent of their total income, for their dwelling units. About 82.3 percent of renters are considered to be overpaying. There was also a high rate of households suffering from a severe cost burden or paying more than 50 percent of their incomes on housing. This was the case for about 66 percent of all extremely low-income households and 79.5 percent of extremely low-income renters. All these characteristics occurred at a much higher rate among extremely low-income households than in the City as a whole. Approximately 39 percent of all households in Lakewood experienced at least one housing problem and at least 35 percent were overpaying.

Lakewood's extremely low-income households also have a significant level of overcrowding, although this problem is not as widespread as overpayment. Overcrowding is defined as more than 1.0 occupant per room (excluding kitchens, bathrooms and garages). As Table 16 shows, 1,227 of all households in Lakewood were living in overcrowded conditions, which represents about 4.8 percent of the total 25,576 households in the City. Renters disproportionately live in overcrowded households, at approximately 9 percent, compared to homeowners, at approximately 3 percent.

Thus, Lakewood households with income less than 30 percent of the area median are significantly more affected by housing problems than other income groups. The City will act to alleviate these problems in a variety of ways, including preserving Housing Choice Voucher units, and making density bonuses an option for multifamily developers in accordance with State law.

C. INVENTORY OF UNITS AT RISK OF LOSING USE RESTRICTIONS

In accordance with Government Code section 65583 et seq., local governments are required to identify and analyze those units which are at risk of losing their low-income status during the next ten years due to termination of subsidy contracts, mortgage prepayment, or expirations of use restrictions.



The City is also required to present quantified objectives in its housing element regarding the number of assisted units that can be conserved. Preserving the affordability of units at risk of losing their low-income status counts toward conserving affordable rental residential units. Types of Projects

Section 65583 (a) (8) of the California Government Code contains the legislative definition of “Assisted housing developments:”

“Assisted housing developments” for the purpose of this section, shall mean multi-family rental housing that receives governmental assistance under federal programs listed in subdivision (a) of Section 65863.10, state and local multifamily revenue bond programs, the federal Community Development Block Grant Program, or local in-lieu fees. “Assisted housing developments” shall also include multi-family rental units that were developed pursuant to a local inclusionary housing program or used to qualify for a density bonus pursuant to Section 65916.”

An inventory of assisted housing developments which are potentially at risk in the City of Lakewood is provided in the following section. They include projects eligible to change to non-low-income housing uses due to termination of a subsidy contract, mortgage prepayment, or expiring use restriction during the 10-year period following the statutory adoption of the Housing Element.

Rental Units Expected to Be Lost from the Assisted Housing Inventory

Some ways in which assisted housing units could be lost from the assisted housing inventory include conversion of assisted rental units to home ownership and prepayment or voluntary termination of a federally assisted mortgage. This section analyzes these possibilities.

Conversion to Home Ownership

Rental housing that is assisted through Federal Section 8 assistance could be lost as a consequence of an owner’s decision to convert such units to for-sale units (or condominiums/townhomes). Municipal Code Section 9332.2 et. seq. prohibits such conversions unless the vacancy rate is at least five percent. According to the 2019 American Community Survey 5-year estimates, the rental vacancy rate in Lakewood is 4.6%.

Thus, it can be safely said that Section 8 assisted rental units will not be lost as a result of such units being converted to sales units.

Prepayment or Voluntary Termination of a Federally Assisted Mortgage

Centralia Apartments. According to the Los Angeles County Development Authority (LACDA), there are 29 units in the Centralia Apartments that are currently being rented at below-market rates. The on-site manager reports that they will continue to accept Section 8 vouchers as space becomes available. Currently there are no units available and there is a waiting list. This project is not at risk of converting to market rate over the next ten years.



Candlewood Park. Candlewood Park, a senior citizen apartment project, it was originally financed with a market rate mortgage (Section 221(d)(4)) which was issued by the federal government on September 1, 1978. The loan amount was \$2,682,700 for a term of 40 years at an 8% interest rate. The loan was issued to the "for profit" organization, Levine Construction, for the construction of a senior housing project. The project is required to have at least one tenant 65 years and older per unit. The loan payoff did not affect the Section 8 Program, or the City of Lakewood's use restrictions attached to the project. According to the property manager, the project continues to operate under the Tenant Based Rental Assistance program. This project is not at risk of converting to market rate units during the next ten years.

Seasons Apartments. Seasons Apartments, built in 1996, is under a 60-year lease with the Successor Agency of the former Lakewood Redevelopment Agency, and must maintain 52 affordable units out of the total of 85 units as affordable for low-income seniors. In July 2021, LACDA reported there are a total of 4 Housing Choice Voucher participants that reside in the Season's Apartments. The onsite property manager confirmed a total of 33 residents receive section 8 housing assistance. This project is not at risk of converting to market rate units during the next ten years as the lease term goes through 2056.

Cost of Housing Preservation

The cost of rebuilding a new affordable unit has drastically increased in the past five years from \$425,000 to over \$480,000 per unit, or \$700 per square foot.³ Alternatively, the current rates of multifamily units in the area are typically \$420,000-\$480,000 per unit, with units in multifamily buildings in the Hawaiian Gardens area of the city typically selling for \$225,000-\$375,000.

These costs indicate that in most areas of Lakewood, the cost of rebuilding and the cost of preservation of affordable housing are comparable, with the cost of preservation having the potential to be more cost effective. In Hawaiian Gardens, preservation would require half the funding that rebuilding would.

³ University of California Berkeley Turner Center for Housing Innovation



IV. CONSTRAINTS ON HOUSING

There are constraints from both the governmental and market sectors of the community that are capable of limiting or paralyzing efforts to maintain and provide affordable housing. Such constraints must be overcome in order to implement the General Plan, including the Housing Element. Some constraints may be minor enough that market conditions are able to easily overcome problem situations. Other types of constraints can be significant enough to discourage development altogether. Constraints fall into two general categories: Governmental constraints and Non-Governmental constraints.

A. GOVERNMENTAL CONSTRAINTS

This section discusses governmental policies, standards, requirements, and processes that may unintentionally constrain the development of housing for all populations and income levels. Examples of governmental constraints include zoning ordinances and other land use controls, fees imposed on development, regulatory processes for the review and approval of new housing, and the availability of infrastructure. An analysis of these constraints can help the City to establish effective strategies to remove barriers to residential development and to promote the delivery of a variety of housing types to serve the needs of the community.

Land Use Controls

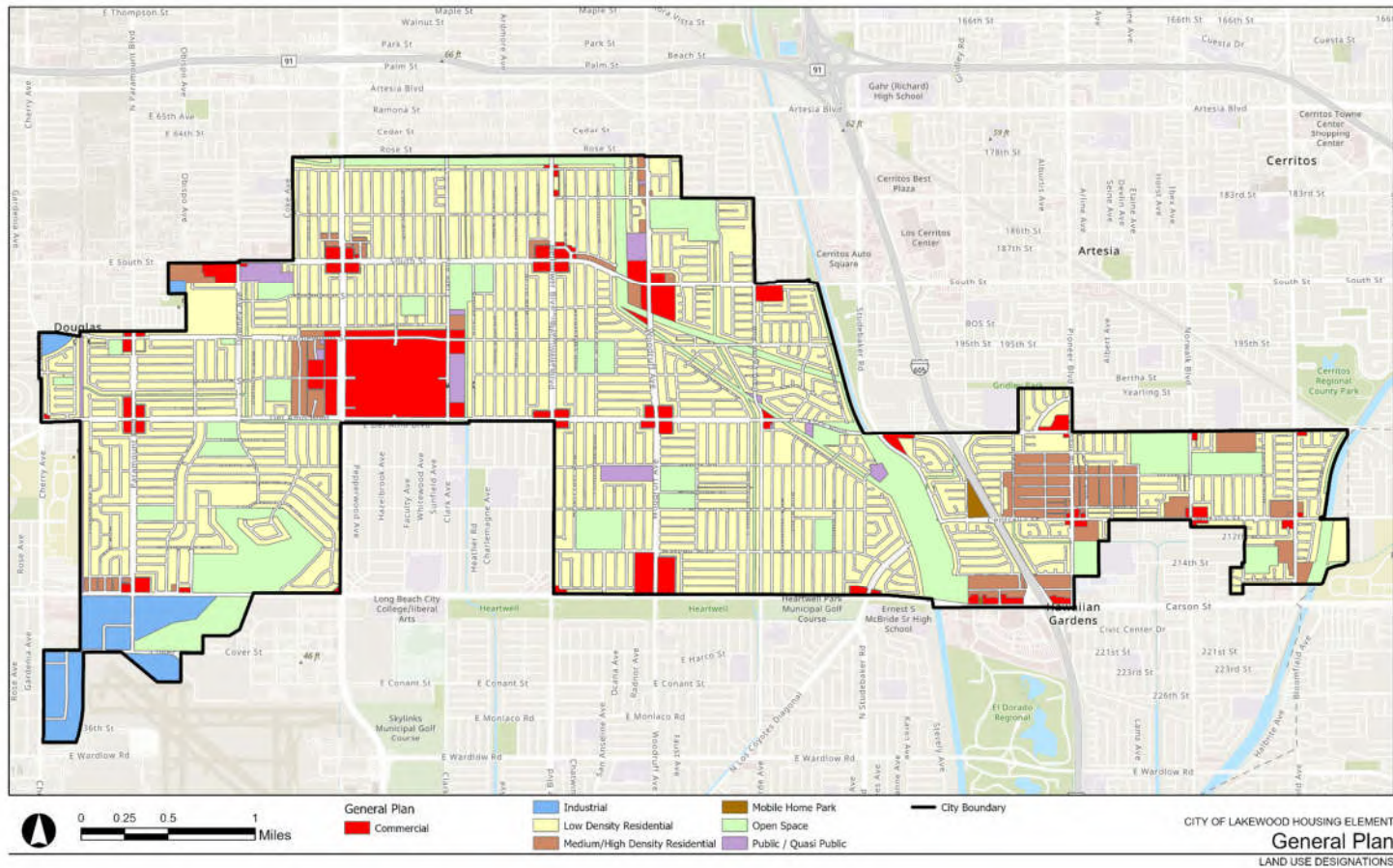
General Plan

Lakewood's current General Plan was adopted in November 1996. The Land Use Element of the General Plan establishes land use designations that govern the allowable uses and development density for all parcels. Figure 6 illustrates the City's General Plan land use designations. There are three separate designations for residential uses:

- Low Density Residential: Single family land use designation, with density ranging from 0.1 to 8.7 units per acre (note: per state law the Low-Density Residential designation allows an ADU and JADU, in addition to a single-family home, per lot).
- Medium /High Density Residential: Two or more primary residential units per lot, with density ranging from 8.8 to 27 units per acre.
- Mobile Home Park: Land use designation allowing mobile homes. The average density of these areas is 12 units per acre.



Figure 6: General Plan Land Use Designations





The Land Use Element generally focuses on maintaining existing land uses in the city and preserving existing residential neighborhoods. The introductory section notes that the city is almost entirely built out (99.5 percent as of 1994). The current General Plan does not envision or propose significant changes to the city's existing development patterns or densities.

In the analysis of future build-out scenarios, the Land Use Element presents the potential for 1,149 new residential units citywide, most of which would be multifamily units to be constructed in the eastern portion of the city on land currently zoned as M-F-R (Multiple Family Residential). The Land Use Element notes that there are underutilized and vacant commercially zoned properties in Lakewood that have potential for redevelopment and expansion, and points to opportunities for infill projects and replacement of obsolete land uses. In general, however, the Land Use Element does not contemplate or encourage significant land use policy changes or rezoning to facilitate redevelopment on a large scale. Discussion in the General Plan of redevelopment, reuse and expansion is mainly limited to larger commercial areas such as the Lakewood Center Mall, Lakewood Square and the Civic Center.

Policy 3.2 in the Land Use Element calls for “appropriate mixed uses at the Lakewood Center Mall,” and Implementation Program A-1 refer to exploring potential zoning changes to allow and encouraged mixed-use development. However, the General Plan does not include a land use designation allowing mixed use.

In summary, the Land Use Element's emphasis on maintaining existing neighborhoods and development patterns (especially single-family housing) is a constraint to new housing development because there are very limited opportunities to build multifamily housing to deliver the number of new housing units needed to meet the City's RHNA. In particular the policies focused on maintaining existing single-family land use patterns impede the market's ability to produce housing at the densities required for developers to feasibly include below-market rate units in new housing projects. Thus, the City's General Plan land use policies constrain the production of housing for very-low, low- and moderate-income households.

While the existing General Plan constraints residential development by limiting the allowance of multi-family land, this constraint will be addressed to meet the City's RHNA. As discussed in the Resources section, the City will provide revised land-use designations and zoning that will facilitate the production of at least 3,922 units over the 6th Cycle (4,510 units including a 15% buffer). The City is proactively removing the land-use constraints as a part of the Housing Element Update.

Zoning Ordinance

The City's zoning ordinance contains specific development standards and more detailed requirements pertaining to allowable density of parcels, including residentially zoned property. Development standards in the zoning ordinance are intended to promote and ensure a healthy, compatible, and high-quality living environment.



Lakewood is a predominantly residential community, with the majority of its land area zoned for residential uses (approximately 74%). Furthermore, most of this land is zoned for, and developed with, single-family residences (about 93% of City's total residentially zoned land). The R-1 (Single-Family Residential) and R-A (Single-Family Residential – Limited Agriculture) zoning districts allow a single-family dwelling plus a Junior Accessory Dwelling Unit (JADU) plus an Accessory Dwelling Unit (ADU) per lot and are the predominant land-uses in the City, occupying 68.5 percent of the City's gross area. Parcels in the R-1 and R-A zones are nearly built out, and therefore opportunities to add new housing in these areas are primarily limited to construction of ADUs.

The M-F-R (Multiple-Family Residential) zoning district allows the development of medium- to high-density multifamily projects. The maximum density allowed in the M-F-R zone is based on a formula that allows for greater density per acre as the size of the property increases. For properties less than 12,500 square feet, the minimum lot area per dwelling unit is 1,920 square feet (22.7 dwelling units per acre). For properties ranging in size from 12,500 square feet to 25,000 square feet, the minimum lot area per dwelling unit is 1,750 square feet (24.9 dwelling units per acre). For properties greater than 25,000 square feet, the minimum lot area is 1,452 square feet per dwelling unit, or 30.0 dwelling units per acre. For new subdivisions, the minimum lot size in the M-F-R zone is 15,000 square feet. Developers are encouraged to combine parcels to create land for projects of greater density; however, a legally created lot with less than the 15,000 square foot minimum area may be developed under the same density regulations as a conforming lot.

There is a relatively small amount of land that is zoned M-F-R (approximately 312 acres or 5 percent of the city's land area). A small percentage of M-F-R zoned land is vacant (1.55 acres), while existing developed M-F-R sites could potentially a net increase in residential units of about 16.6 percent under existing zoning. This will expand significantly with the increase of multi-family densities as discussed in the programs and resources section. The lack of larger developable parcels zoned M-F-R, combined with limitations on opportunities to consolidate smaller lots and assemble into larger development sites for multifamily and affordable housing, may form a constraint on housing within the M-F-R zone.

In addition, the zoning ordinance includes a Planned Unit Development zone that can be applied to both single-family (PD-SF) and multifamily (PD-MF) developments on large sites of 15,000 square feet or more. The purpose of the PD zone is to allow greater flexibility in site planning, design and development standards to achieve high-quality development, consistent with the intent of the zoning ordinance, for large-scale projects. Planned Development projects have defined boundaries and are built based on the density approved through the discretionary PD review process. Existing Planned Developments in Lakewood have been built on land that was previously developed.

Lakewood has a MHP (Mobile Home Park) residential zone that is applied to two properties. Both these mobile home park areas are built out and do not have space to accommodate additional dwelling units.



A comparatively small percentage of Lakewood’s land is zoned for and devoted to commercial and industrial uses (10.9%). Lakewood has multiple commercial centers that would be excellent candidates for mixed-use or conversion to housing.

Lakewood’s current zoning ordinance does not have any zoning districts that allow mixed-use development (e.g., mixed commercial and residential). In addition, there is no zoning district that is exclusively designed to allow “missing middle” housing types such as triplexes/fourplexes, small cottages or attached townhomes on small lots (~7,500 to 10,000 square feet). These small housing types tend to be affordable to moderate income households even when built without subsidies or deed restrictions. The revised M-F-R standards will provide additional potential for small-scale and naturally affordable multi-family development.

Availability of Land Zoned for Multifamily Residential Development

In summary, Lakewood has a limited amount of existing land available that is vacant or underutilized and that is zoned for new residential development, especially at the higher densities that are required to build new housing that is affordable to lower-income individuals and households. However, the City is proactively addressing this constraint as a part of the Housing Element. The City does have substantial areas of multi-family land that are suitable for residential redevelopment under revised standards and densities.

With the limited land available for new multifamily residential development, the minimum unit size development standards outlined in Lakewood Municipal Code 9332.1 act as an additional constraint on residential development. The minimum size for elderly or disabled people for a one-bedroom unit is 460 square feet and an intended occupancy of two or fewer people. For a two-bedroom unit, the minimum size is 650 square feet with an intended occupancy of three or fewer people. The minimum unit size development standards for retirement and adult care facilities is 200 square feet, not including a bathroom or kitchen.

The City will further remove constraints on multi-family housing production by updating its development standards for projects in the M-F-R zones, allowing mixed-use development in its commercial and light manufacturing zones, and expanding M-F-R zones to certain R-1 sites. The RHNA established a need for 3,922 additional dwelling units in Lakewood. As discussed in the housing resources section and presented in Table 8, the City will rezone to provide capacity for at least 4,510 dwelling units under realistic build-out scenarios.

Development Standards

Table 25 presents the current development standards that apply in each of the residential zoning districts.



Table 25: Current Residential Development Standards

Standards	R-1	R-A	M-F-R	MHP (1)
Min. Lot Size	6,000 SF	6,000 SF	15,000 SF	4 acres
Min. Width	60 feet	60 feet	100 feet for interior lots 125 feet for corner lots	N/A
Min. Depth	100 feet	100 feet	At least 100 feet	N/A
Max. Density	1 primary dwelling unit plus 1 ADU or JADU per lot	1 primary dwelling unit plus 1 ADU or JADU per lot	22 units/acre on lots <12,500 SF 24 units/acre on lots 12,500-25,000 SF 30 units/acre on lots >25,000 SF	10 units/acre
Max. Building Height	2.5 stories or 35 feet	2.5 stories or 35 feet	2 stories or 25 feet, taller allowed with CUP	N/A
Max. Lot Coverage	45%	45%	N/A 60% for Homes	N/A
Max. Floor Area Ratio (FAR)	0.6	0.6	N/A	N/A
Min. Lot Area per Unit	N/A	N/A	1,920 SF/unit on lots <12,500 SF 1,750 SF/unit on lots 12,500-25,000 SF 1,452 SF/unit on lots >25,000 SF	N/A
Min. Front Yard	20 feet; 10 feet on cul-de-sac or knuckle intersections	20 feet 10 feet on cul-de-sac or knuckle intersections	20-25 feet	10 feet each space
Min. Side Yard	5 feet	5 feet	5 feet for interior lots 10 feet for corner lots	5 feet each space
Min. Rear Yard	10 feet	10 feet	10 feet plus an additional 2-½ feet for every story in excess of one story in height	5 feet each space
Min. Usable Open	750 SF	750 SF	650 SF/unit	25% of each space
Min. Landscaping	N/A	N/A	5% of total lot area	5% of total lot area for common landscaped space 750 SF for each mobile home space, plus one 15- gallon tree
Parking within a Garage	2 enclosed spaces	2 enclosed spaces	0-2 bedrooms: 2 total spaces, 1 enclosed space	2 spaces per each trailer, plus 1 guest space for every 2 trailers.
			3 bedrooms: 2.5 total spaces, 1 enclosed space	
			4+ bedrooms: 3 total spaces, 1 enclosed space	
			Guest Parking (All): Additional 10% of total required spaces	

Source: Lakewood Municipal Code.

(1) CUP required for establishing or reconstructing a mobile home park.



Most of Lakewood’s residential development standards, especially for single-family properties, are typical of and comparable to those of other similar jurisdictions and serve as effective tools for promoting healthy, compatible, and high-quality neighborhoods. However, some of the City’s standards for multifamily residential development may unintentionally hinder the production of greater density housing projects that would deliver large numbers of new residential units and allow financially for the inclusion of affordable units in new development projects.

The by-right building height limit in the M-F-R zone of two stories or 25 feet, whichever is greater, limits the potential for higher-density residential projects; the requirement for a Conditional Use Permit for a three-story building is an added layer of time and expense that unnecessarily burdens developers. The front setback requirement of 20-25 feet is relatively high for multifamily housing (compared to typical setbacks of 10 to 15 feet for medium-density residential development and 5 to 10 feet for higher-density residential development in many jurisdictions. Lakewood’s open space requirement for multifamily residential is 650 square feet per unit, which is also high compared to that of many jurisdictions (200-300 sf per unit is typical in many cities or medium density housing, and 150 to 175 sf per unit is typical for higher-density housing).

Parking requirements in the City’s zoning code may also act as an unintended constraint to housing production. Parking for vehicles takes up a significant amount of lot area and, especially when local codes require that it be enclosed or covered parking, is very expensive to build. Lakewood’s zoning currently requires two enclosed parking spaces for single-family dwellings. In the M-F-R zone, parking requirements for new projects are based on the number of bedrooms in each dwelling unit. Units with one or two bedrooms require two parking spaces, units with three bedrooms require 2.5 parking spaces, and units with four or more bedrooms require three parking spaces. An additional 10 percent on top of the total off-street parking spaces is required for guest parking. Parking standards may be coupled with local policies and programs to promote and improve public transit usage, neighborhood walkability, and other measures that reduce the need for driving. As part of program B-5 in the Housing Element, the City will explore reductions in its parking requirements for multi-family developments, removing the constraint and encouraging additional residential redevelopment.

Permitted Residential Uses by Zone

Table 26 presents a summary of the residential uses permitted in various zoning districts under the zoning ordinance.



Table 26: Permitted Residential Uses by Zone

Housing Type	R-1	R-A	MHP	M-F-R	A	C-1	C-3	C-4	M-1	M-2	OS	PD-SF	PD-MF
Single-family residences	P	P			P							P	
Multifamily residences				P									P
Mobile homes			P										
Manufactured homes	P	P	P	P	P							P	P
Accessory dwelling units	P	P		P	P							P	P
Junior accessory dwelling units	P	P			P							P	
Convalescent homes			C	C		C	C	C					
Boarding schools/homes	C	C	C	C	C	C	C	C				C	C
Adult care facilities/assisted living: More than 6 persons				C									C
Emergency shelters										P			
Agricultural Employee housing					P								
Single room occupancy										C			



The permitted uses in the zoning code are generally effective in supporting the provision of housing for all segments of Lakewood's population. However, the lack of any mixed-use zones that would allow, for example, residential mixed with retail and service businesses may be seen as a constraint to the creation of medium- and higher-density, more affordable housing options. In response, the City is proposing mixed-use standards for its commercial zones, allowing any interested property owner to redevelop or infill existing commercial properties across the City.

Density Bonus Regulations

The City's zoning ordinance includes a provision for granting density bonuses as an incentive for the production of affordable housing (in Section 9332.5, part of the chapter on Multiple-Family Residential (M-F-R) Zone Regulations. This section simply incorporates the Density Bonus Law (California Government Code Sections 65915-65918) by reference, such that the provisions of state law for granting an affordable housing density bonus may be applied to M-F-R zoned properties. To date, the City has not received any applications for proposed residential projects requesting a density bonus.

Short-Term Rentals

Lakewood's zoning ordinance allows short-term rentals (less than 30 days) as "home-share rentals," or renting of individual rooms within a dwelling unit that is occupied by the property owner. Short-term rentals of entire dwelling units or accessory dwelling units is not permitted. These regulations help to preserve the availability of housing stock for local residents and to prevent rising rents due to a shortage of available rental housing.

Multi-Family Rentals

Lakewood's zoning ordinance allows multi-family rentals in its M-F-R zone. Multi-family rentals are allowed by right in the M-F-R zones. Development of condominium projects requires a conditional use permit.

All multi-family dwellings are required to be reviewed by the Development Review Board (DRB). Prior to plan check, the DRB reviews the plan based on compliance with applicable codes and laws, project design, and relationship with the surrounding area. This review is performed for all new construction of multi-family units, additions or remodeling of multi-family units, as well as general site modifications.

In general, Lakewood's development standards for multi-family dwellings may form a constraint to the development of multi-family rental housing. Specifically, the minimum lot width for multi-family lots may prevent the construction of small-scale multi-family building typologies. However, Lakewood Municipal Code 9332.A.4 provides that minimum lot and other lot dimension standards do not apply to already established lots, ensuring that the minimum lot size standards will not create constraints on the development of multi-family housing. The usable open space requirement, at 100 square feet less than the usable open space requirement for single family dwellings, may also form a constraint. The minimum square footage for each unit type is 650



square feet, which creates a constraint on development by necessitating a significant amount of area be dedicated to non-habitable spaces. Finally, the DRB, which reviews based on aesthetics and the potential for the multi-family development to increase the individual property values of other properties, may not lend itself to quantifiable/objective standards.

In conclusion, Lakewood's zoning regulations allow for a range of housing types and densities, from single-family dwellings to multifamily housing up to 30 units per acre. The zoning ordinance includes provisions to preserve existing housing and encourage new multifamily and affordable housing. However, some of the residential development standards and rules may constrain the production of higher-density housing. There are opportunities to better facilitate new housing at higher densities by refining and relaxing some development standards for multifamily housing, as well as by creating new or updated zoning designations allowing mixed-use development. The City will conduct a rezoning effort to accommodate the 6th Cycle RHNA within three years of Housing Element adoption.

Variety of Housing Types

In addition to the conventional single-family and multifamily dwelling unit types discussed above, Lakewood allows several other types of residential units to accommodate the housing needs of specific segments of the city's population. Examples of other housing types include accessory dwelling units, manufactured homes, and single-room occupancy units.

Accessory Dwelling Units

Under state law, an accessory dwelling unit (ADU) is defined as an attached or detached dwelling unit that provides complete, independent living facilities and is located on a lot with a primary residence. A junior accessory dwelling unit (JADU) is defined as a residential unit of no more than 500 square feet that is contained entirely within a single-family residence and may have separate sanitation (restroom) facilities or may share such facilities with the primary residence. Following the passage in 2019 of several state laws intended to address barriers to the development of ADUs and JADUs and to facilitate local government approvals for these unit types, the City adopted Ordinance No. 2020-1 in February 2020 amending the standards and regulations for ADUs in the Lakewood Municipal Code. The ordinance followed the requirements set forth in the new state legislation and enacted new local controls relating to ADUs and JADUs that are consistent with state law.

Per the 2020 ordinance amendments and state law, the City allows ADUs and JADUs in all residential zones. One attached or detached ADU is allowed on a property with a single-family residence. On a property with a multifamily residence up to two detached ADUs, plus additional attached ADUs created through the conversion of existing non-habitable spaces, are allowed. ADUs are subject to development standards (maximum height, minimum setbacks, maximum floor area) and are reviewed and approved ministerially. ADU design is encouraged to include elements that will assist the elderly and others with mobility challenges, as they are often the anticipated residents of this housing type.



The City provides general information and answers to frequently asked questions about ADUs on the Planning Division website. The full text of the 2020 ADU Ordinance and the ADU Staff Design Review Application Form are also posted on the website for easy reference. Such efforts to provide clear and accessible information about ADUs for homeowners, contractors, and the public at large are a means to simplify the application and approval process and to encourage construction of ADUs in Lakewood. Overall, the City's regulations and procedures for ADUs are effective in facilitating the development of this important housing type in existing neighborhoods. The City will continue to encourage ADU production, and is adopting several programs as a part of the Housing Element to further incentivize ADUs as a housing opportunity, including programs G-2, B-10, B-9, and A-7.

Manufactured Homes

Manufactured homes are often significantly less expensive to build than homes constructed on-site, making them more affordable to moderate and lower-income households. Lakewood allows the placement of manufactured homes, including mobile homes, in all residential areas. The design of proposed new manufactured homes is reviewed by the Development Review Board (DRB). Reviews by the DRB are consistent with Government Code Section 65852.3 which regulates the application of local zoning regulations on manufactured homes (for more information on DRB procedures, see on page 51). The DRB ensures that the manufactured homes meet all of the applicable code requirements that would also apply to single-family homes.

Emergency Shelters

Under state law, every local jurisdiction is required to permit emergency shelters by right in at least one zoning district. These facilities can serve an important role in providing temporary shelter for people experiencing homelessness and other vulnerable populations. Lakewood allows emergency shelters by right in the M-2 (Heavy Manufacturing) zone. The regulations for the M-2 zone outline objective standards for emergency shelters, including a requirement for a shelter to be located at least 500 feet from any property in a residential zone, and for shelters to be located at least 300 feet from each other. The City requires a minimum of one bed per 200 square feet of floor area.

Lakewood has 129 acres of land zoned M-2, all of which is located in the southwestern corner of the city directly to the north and west of the Long Beach Airport. Emergency shelters in land zoned M-2 allows for proximity to employment centers and other commercial amenities and resources needed by people experiencing homelessness and other vulnerable populations. The M-2 zone is adjacent to multiple bus lines, grocery stores, and recreational centers. These resources are not in as close proximity in most residential areas. The majority of this land is located within further than 500 feet of residentially zoned properties in the City of Long Beach. Lakewood complies with state housing law in terms of allowing emergency shelters as a by-right use. The M-2 zone is also partially covered by a portion of the Long Beach Airport's Runway Protection Zone (RPZ). An RPZ is considered unfit for human habitation. Thus, the portions of the M-2 zone within the RPZ



could not be utilized for emergency shelters. However, the majority of the M-2 zone lies outside of the RPZ, which would not pose a constraint on the establishment of emergency shelters. The M-2 zone has several areas of underutilized surface parking not within the RPZ that are still suitable for development as emergency shelters.

The overall M-2 standards will not preclude or constrain the development of emergency shelters. Buildings in the M-2 zone may have heights up to four stories/55 feet and require no side yard setbacks. Required setbacks include 20-foot rear yard setbacks, and front yard setbacks equivalent to any adjacent residential zones. Any use in the M-2 zone located adjacent to a residential zone must be screened to the residential uses with a concrete wall. Overall, these standards would not act as constraints on the construction of emergency shelters in the M-2 zone.

The latest homeless point-in-time count indicated that there are 73 unsheltered homeless individuals living in Lakewood; the City needs to ensure that at least 14,600 sf of floor area could be available for emergency shelter development or conversion. Based on a review of the City's standards and shelter need, there are multiple underutilized parking lots in the M-2 zone that meet the requirements and would be easily able to accommodate the City's shelter need.

Assembly Bill 139 (2019) modified the allowed parking standards for emergency shelters. The City may now only require parking to meet the needs of staff working at the shelter and may not impose any standards based on the number of beds or persons served. The City's existing ordinance requires three parking spaces for every shelter bed, which is not compliant with recent changes to state law. The City is including program E-3 to amend the Emergency Shelter ordinance to comply with AB 139. The City will also review the other standards for emergency shelters to verify that they are required for all other uses in the zone and are not unique to emergency shelters beyond those allowed by state law. For example, the City will remove the 500-foot buffer requirement, as none of the other uses in the M-2 industrial zone are subject to this standard.

Transitional and Supportive Housing

Currently, Lakewood's zoning ordinance does not explicitly address transitional or supportive housing. State law requires that such uses be permitted by right in all zoning districts where residential uses are permitted. The City has a policy to treat transitional and supportive housing developments as required by state law. However, since the City does not explicitly permit the development of transitional and supportive housing, the requirements may create a potential constraint on development. The City is including program E-5 to define and permit Transitional and Supportive Housing as required by state law.

Single-Room Occupancy Housing

Lakewood's zoning ordinance defines a Single Room Occupancy Facility (SRO) as a group of habitable single room units, operated by a non-profit organization, that provide below-market rate affordable housing for no more than two persons per unit and that have a minimum tenancy term of 90 days. SRO housing may have bathrooms, showers and cooking facilities within individual



units, or these facilities may be shared among multiple units. SROs are often considered to be the lowest-cost form of shelter available, and they tend to be occupied by individuals and households at the lowest income levels in a community. If well designed and operated, SROs can blend successfully into existing residential and commercial areas and need not be seen as a nuisance or a less desirable form of housing.

In Lakewood SRO facilities are conditionally permitted in the M-2 (Heavy Manufacturing) zone only and are not permitted by right in any zoning district. The City is including program A-8 in its Housing Element to explore the expansion of SROs in other zones.

Lakewood has made progress in recent years in diversifying its housing stock and facilitating the development of more affordable housing types, especially in terms of encouraging ADUs. However, the City could do more to enable and promote housing types for low-income individuals and households and other vulnerable populations.

Development Review and Permitting Procedures

The efficiency and timing of a jurisdiction's processes for review and approval of new residential units has a significant impact on the amount and pace of housing construction. Lakewood's procedures for development review and permitting are described and analyzed below.

Development Review Process

The Development Review Board (DRB) performs architectural review of all development within the city. The DRB consists of the Director of Community Development or designee, a registered A.I.A. architect or equivalent, and a qualified landscape architect or equivalent. Prior to plan check by the Community Development Department, the DRB reviews the plan based on compliance with applicable codes and laws, project design, and relationship with the surrounding area. Consistent with state law, DRB performs its reviews utilizing objective design standards.

DRB approval is required prior to constructing and/or modifying any single-family or multiple-family residential structure. Specifically, approval is required for:

- New construction of single and multifamily units, including mobile/modular and manufactured homes;
- Additions to or exterior remodeling of existing multifamily units;
- Patio covers, screened or open, that are visible from the street; and
- General site modifications (i.e., changes in the off-street parking or landscaping design, addition of trash enclosures, addition or modification of signs).

Residents are advised to discuss preliminary plans with the Planning staff of the Community Development Department to determine whether DRB approval is required.



DRB meetings are held periodically and may be conducted by electronic conferencing.

The following items must be submitted digitally in order for a proposal to be reviewed:

For all applications:

- Development Review Board Application Form
- The proposed building plans in one PDF file prepared by an architect or building designer:, including
 - Site Plan
 - Floor Plans
 - Elevations
 - Roof Plan

Color photographs of existing conditions on and adjacent to the project site.

Additional submittal requirements for multifamily residential projects:

- Landscape plans
- Trash enclosure details
- Sign details
- Rendering
- Sample exterior materials board
- Environmental Assessment

The DRB determines whether projects comply with the zoning ordinance. In making its decision on a project, the DRB must consider the site plan, landscaping, general design and development, setbacks, height, vehicular and pedestrian circulation, and the project's relationship to development in the immediate area of the project, as well as proposed future development in those areas. The criteria that the DRB uses to review projects may be found in the DRB Single Family Residential and Multi-Family Residential Handbooks. Each handbook contains specific, objective criteria that the DRB utilizes to review projects. The zoning and design standards are purely objective, quantifiable, and verifiable from an external reference, and meet the requirements on SB 330. The DRB cannot impose conditions that would result in a project being incongruous with the surrounding area.

The DRB may approve, conditionally approve, or disapprove a project pursuant to the following findings:



- The proposed use and development project are consistent with the Lakewood General Plan and any applicable Specific Plan.
- The proposed use and development project are consistent with the Lakewood Municipal Code including zoning regulations, development standards and building codes.
- The site of the proposed use and development project is adequate in size and shape to accommodate the proposed yards, walls, fences, buildings, parking and loading facilities, landscaping, and other development features as required by the Lakewood Municipal Code.
- The site for the proposed use and development project is served by highways or streets adequate in width and which are improved as necessary to carry the kind and quantity of traffic generated by both the proposed use and surrounding existing uses.
- Granting the proposed use and development project does not constitute a special privilege that is not available to others within the same zone.
- The proposed commercial or industrial project will not adversely affect or be materially detrimental to adjacent uses, buildings or structures, environmental considerations or otherwise endanger the general public health, safety or welfare.

Most of the above findings are objective and allowed by state law. City staff also provide applicants guidance on meeting the criteria, ensuring that development approval is predictable and timely. As a part of its Objective Standards Program B-4, the City will review and revise the findings for housing projects to ensure that they are objective and facilitate the development of housing in Lakewood.

Once an applicant obtains DRB approval, the applicant may then submit building plans for plan check, after which building permits are issued and work can begin. The DRB also reviews projects that require a Conditional Use Permit (CUP). In these instances, the DRB does not make a final action, but rather recommends actions and conditions of approval to the Planning and Environment Commission (PEC), who then conducts a public hearing and makes the final determination.

Time Frames for Development Review

There is a direct correlation between the processing time required to obtain development permits and approvals and the cost of constructing new housing. Lakewood offers a streamlined review process that eliminates duplication efforts and reduces the processing time for project approvals. To assist applicants in obtaining the required permits and approvals for housing projects, the City's Community Development staff provides service at the counter from 7:30 a.m. to 5:30 p.m., Monday through Thursday and 7:30 am to 5:00 pm on alternating Fridays (the City is closed every other Friday). The lead staff person assigned to each is responsible for monitoring the project through to completion. The staff person and the applicant have easy access to the City's geographic information system, which is linked to the counter computer in order to provide information on the project site.



The City's time frame for project approval depends on the type and scale of the development project. Under normal conditions, the average residential development project that is subject to design review but does not require other related entitlements (variance, conditional use permit, or zone change), may be reviewed and approved by staff or the DRB within one day to two weeks. The full approval process consists of reviews by Community Development Department staff, the Development Review Board (if required) followed by a construction drawing plan check and building permit issuance and inspection approval by the County of Los Angeles under contract with the City. Accessory dwelling units and junior accessory dwelling units are reviewed through the Staff Design Review (SDR) process which is similar to DRB, and when approved proceed to the County for plan check review and building permit issuance/inspection.

Residential development projects that require entitlements may require three or more months for project approval. Large-scale residential projects (i.e., projects that involve a new subdivision and require a new parcel or tract map under the Subdivision Map Act) require review by the Community Development Department and the Development Review Board, as well as approval by the Planning Commission and the City Council. The City has prepared a Master Environmental Impact Report (EIR) and Master Environmental Assessment (MEA) for the General Plan which simplifies the environmental documentation and reduces the environmental clearance process for major residential developments.

Table 27 presents the average processing time required for various permits and procedures prior to project approval.



Table 27: Average Processing Time for Project Approval

Process	Required Time Period			Review and Approval
	Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU)	Single-Family in R-1, R-A, PD-SF	Multiple-Family in M-F-R & PD-MF	
Staff Design Review	2-4 Weeks	N/A	N/A	Staff Design Review (SDR)
Design Review	N/A	2-4 Weeks	2-4 Weeks	Community Development Dept. (CDD) and Development Review Board (DRB)
Plan Check and Building Permit ¹	3-5 Weeks	3-5 Weeks	3-5 Weeks	CDD and DRB
Conditional Use Permit ²	None required	None required	None required except for condominium projects	CDD, DRB, Planning and Environment Commission (PEC)
Variance ³	N/A	4-6 Weeks	4-6 Weeks	CDD, DRB, PEC
Subdivision	N/A	5-9 Months	5-9 Months	CDD, DRB, PEC and City Council
Zone Change w/ EIR and Public Hearing	N/A	6-9 Months	6-9 Months	CDD, DRB, PEC and City Council
General Plan Amendment w/ EIR and Public Hearing	N/A	6-9 Months	6-9 Months	CDD, DRB, PEC and City Council
Average Plan Check Processing Time:	79 days⁴	79 days⁵	220 days (2-4 units) 238 days (5-19 units) 287 days (20+ units)	

Source: City of Lakewood Community Development Department.

1. The County of Los Angeles under contract with the City reviews plan checks and building permits.

2. Design review is done concurrently with these processes.

3. Decisions on CUPs and variances may be appealed to the City Council.

4. Average duration based on permit records from 2017 - 2020

5. SFRs are few in number, but a typical ground up SFR permitted on an individual basis takes approximately the same time as an ADU.

These review and approval time for development projects are relatively short compared to that of many jurisdictions. As shown in Table 27 above, new single-family and multifamily residential projects requiring only design review can proceed from initial planning application to building permit issuance in less than six weeks. The City's processes are designed and carried out to prevent unnecessary delays. For example, the City has handbooks for single-family residential and multifamily residential development, which include clear and detailed information about project review procedures, submittal requirements, and development standards. These handbooks are available on the Community Development Department website.



Time Between Entitlement Approval and Building Permit Application

Time between entitlement approval and building permit applications vary from project to project and any delays are often project specific. Applicants will typically apply for building permits as soon as they have obtained plan check approval, and in cases where plan checks are approved, applicants typically obtain the permit as soon as possible. On occasion, permits do not get pulled immediately for a variety of reasons. These reasons may include waiting for completion of land grubbing or demolition work, need to obtaining project financing, need to pay school fees or obtain other agency approvals, the applicant has not selected a contractor, waiting for equipment to become available, order materials, etc.

Timing for Lot Consolidation

In general, projects that required lot consolidation (11730-11748 216th Street, 20712 Seine Avenue, and 20727-20739 Elaine Avenue, yielding 16, 16, and 24 units, respectively) took 110 days to complete the permitting/plan check process.

Other multifamily projects that did not require lot consolidation, such as 3014 South Street, with 72 units took 453 days to move through the permitting/plan check process, while other multifamily projects, such as 11714 Walcroft Street, with 2 units, and 11611-11615 216th Street, with 3 units, took 174 days and 222 days, respectively. A project at 20802-20804 Pioneer Blvd, which added 1 additional unit to an existing site, took 265 days. In general, there is no clear trend relation between permitting time for ground-up multifamily developments and new multifamily developments created by converting existing uses to higher densities. There is also no clear trend for permitting times of single-unit additions and larger (20+ unit) developments.

Expedited Approval Program

In 2020 the City of Lakewood was awarded a \$310,000 grant through HCD's SB 2 Planning Grants Program. One of the projects to be implemented with the SB 2 funds is an Expedited Approval Program through which the existing Community Development Department/Public Works Department public counter will be replaced with a new and improved public counter area. These upgrades will further increase the efficiency of the development review process and reduce the time for project approval. Currently, the process for review of plans for new dwellings (and other projects) can be delayed due to limited capacity and ineffective layout and design of the public counter. The existing facility has enough space to accommodate only two applicants at a time, even when the staffing level is sufficient to serve four applicants at a time. The lack of space is exacerbated when counter space is used by applicants to complete building permit applications and fill out related documents. Time is also wasted when staff must leave the counter area and go to another area of the office to make photocopies of forms and documents. The lack of space, inefficient design and limited equipment at the public counter makes it difficult for City staff to process housing plans in a timely manner.



The new, modernized public counter area will double the capacity of the existing counter, with space for four staff to assist applicants. This will greatly increase efficiency and thereby expedite the approval of new housing units. It will also feature several improvements in design and technology, including a self-serve kiosk to allow applicants to submit for plan check electronically, review development standards, and complete certain forms online; an area for applicants to access hard-copy forms and information; and a separate dedicated counter space where applicants can fill out permit applications or prepare plans and documents prior to submittal. New equipment that will increase efficiency and save time includes a photocopier at the counter and a second computer screen at each station, in addition to staff computers, so that applicants and staff can view the same information simultaneously.

In addition, the City of Lakewood has converted the majority of project submittals and reviews to digital resources. This conversion was instituted in response to pandemic constraints but will continue as a means to expedite development reviews, allowing remote submittal, review and payment for these reviews.

Developers consider time delays to be significant governmental induced constraints. When approving agencies take an unnecessarily long time to review development proposals, costs rise as additional interest must be paid on loans, and equipment, and employees are idle. Furthermore, the development community views approving agencies as not being accountable for delays caused by inaction. This in turn may cast a negative light on local government.

The City is also adding a program to comply with the provisions of the Permit Streamlining Act (SB 35) to ensure that any applications submitted pursuant to the act is processed in accordance with state law.

Lakewood's permit process and staff expedites projects to the extent feasible to prevent unnecessary delays. Residential construction in Lakewood typically consists of room additions, not new dwelling units. Room additions often receive "over the counter" approval.

Building Code and Code Enforcement

Lakewood has adopted the Los Angeles County Building Code as its municipal building code. The City has also enacted a series of local amendments to the County building code. These local amendments address a variety of topics, including:

- The creation of a Building Rehabilitation Board to serve as the board of appeals for the building code, to determine the suitability of alternate materials and types of construction, and to provide interpretations of the building code
- Exempted work – fences/walls
- Unsafe buildings – definitions, requirement to abate public nuisances, costs
- Re-inspections



- Building code fees and charges
- Permits for buildings in areas subject to flood hazard
- Foundation construction on soils containing sulfates
- Requirement for construction of sidewalks, curbs and gutters for new construction or major building expansions
- Standards for construction and maintenance of parking areas

The City's code enforcement program C-9, also known as the Neighborhood Preservation Program, focuses on deteriorating or dilapidated areas throughout the City and is dedicated to preserving and improving the City's environmental quality. The Neighborhood Preservation Program is funded with both CDBG and General Fund monies. It serves CDBG-eligible areas and approximately 500 low and moderate-income households.

The City is divided into three code enforcement areas, each with a representative who responds to citizen service requests regarding planning and zoning issues. On average, more than 1,300 service requests are reported throughout the City annually. Within Community Development Block Grant (CDBG) funded areas specifically, an average of 333 service requests was reported annually.

Neighborhood Preservation representatives notify property owners and/or tenants of violations related to public safety, property maintenance standards and zoning nonconformance. A significant concern of the program is unpermitted construction. Such construction poses health and safety risks to the occupants because it may not meet minimum building code standards. Other common violations include:

- Trash carts in the street;
- Litter or debris in public view
- Illegal businesses in residential areas (for example, auto repair and cabinet shops)
- Inadequate ground cover
- Inoperative vehicles parked anywhere other than the garage or driveway; and
- Overgrown vegetation that poses a danger to public safety.

The Neighborhood Preservation Program continues to work closely with the Single-Family Residential Rehabilitation Loan Program C-1 and the Fix-Up Paint-Up Grant Program C-2. Both the loan and grant programs make funds available to low- and moderate-income households for maintenance and rehabilitation. The Neighborhood Preservation Program provides loan and grant program information at the time of notification of code violation.



The City also operates a Public Nuisance and Property Abatement Team, which consists of a specially assigned Los Angeles County Sheriff's deputy, a Community Conservation Program representative and a City prosecutor. Since 1999, this team has worked to identify and "clean up" residential and commercial properties that create nuisances, provide a haven for crime, or otherwise disturb the peace and safety of Lakewood residents. The Community Conservation representative handles citations for code violations, which are generally simple for property owners to correct. If there is criminal activity on the property, the Sheriff's deputy will apprehend the person(s) responsible and move to criminally prosecute the offense through the District Attorney's Office.

Overall, the implementation and enforcement of the building code optimizes predictability for developers. At present, code enforcement procedures help support the City's housing goals. Existing codes do not form a constraint on housing production.

Development Fees and Exactions

The City of Lakewood charges fees for new development based on the cost of reviewing and issuing the required approvals and permits. Lakewood does not charge city impact fees for new development. Quimby Act fees, which are fees to support parks and recreation that may be imposed on new subdivisions per the state Subdivision Map Act, do apply in Lakewood. The local school districts also assess fees on new development to help meet the cost of capital improvements for and/or expansion of school facilities that are necessary to accommodate increased student enrollment due to new residential development.

Permit Fees

As shown in Table 28, Lakewood's total residential development fees are on average \$2,242 for a single-family project, \$6,507 per apartment unit, \$8,703 per condominium unit, \$3,715 for an ADU created from a garage conversion, and \$4,543 for a newly constructed 520 square foot ADU. For new residential development requiring a parcel map for a subdivision, lot merger, or condominiums, the Quimby Act fee for Parks or Recreational Purposes is the largest single fee for a residential development.



Table 28: Residential Development Fees

Fees	Single-Family Units (1)	Multiple-Family Units (2)	Accessory Dwelling Units (ADU) #1 (4)	Accessory Dwelling Units (ADU) #2 (5)
Building Plan Permits	\$9,435.30	\$5,012.80	\$2,633.60	\$3,363.50
Electrical Permits	\$439.60	\$335.90	\$160.30	\$190.50
Mechanical Permits	\$451.50	\$346.20	\$245.60	\$267.90
Plumbing Permits	\$356.20	\$378.90	\$265.40	\$267.90
Sewer Connection Fee	\$103.40	\$103.40	\$80.40	\$80.40
Fee for Parks and Recreational Purposes (3)	\$10,125.66	\$2,196.41	n/a	n/a
Construction of Dwelling Unit Tax	\$330.00/unit	\$330.00/unit	\$330.00/unit	\$330.00/unit
Total Fees per Unit (3)	\$21,241.66	\$8,703.61	\$3,715.30	\$4,543.10

Source: Lakewood Community Development Department

1. Fees based on a single-family detached dwelling of 2,500 sq. ft. of living area, 400 sq. ft. garage, 3-bedrooms and 2-baths, with a project valuation of \$354,408 on a 6,000 square-foot lot.
2. Fees based on one unit within a 15-unit M-F-R project with 1,200 sq. ft. of living area, 400 sq. ft. garage, 2-bedrooms and 1.5-baths, with a project valuation of \$145,644.
3. Fee for parks and recreation purposes does not apply to apartment projects.
4. ADU #1 is conversion of an existing, detached 360 square-foot two-car garage with a project valuation of \$53,362.
5. ADU #2 is a 160 square-foot addition to, and conversion of, an existing, detached 360 square-foot two-car garage with a project valuation of \$77,079.

School Fees

The costs shown in Table 28 do not include school fees, as the fees vary depending on which school district a residential development will be constructed. Lakewood is served by four school districts, which are shown below accompanied by the per square foot fee assessed by each district:

- ABC Unified School District: \$2.97 per square foot
- Bellflower Unified School District: \$4.08 per square foot
- Long Beach Unified School District: \$4.08 per square foot
- Paramount Unified School District: \$2.97 per square foot

Compared to most of Lakewood, those portions of the City served by the Long Beach Unified School District and Bellflower Unified School District have higher school impact fees for new residential development than units developed in areas served by the ABC Unified School District or Paramount Unified School District. Figure 7 illustrates the school district boundaries.

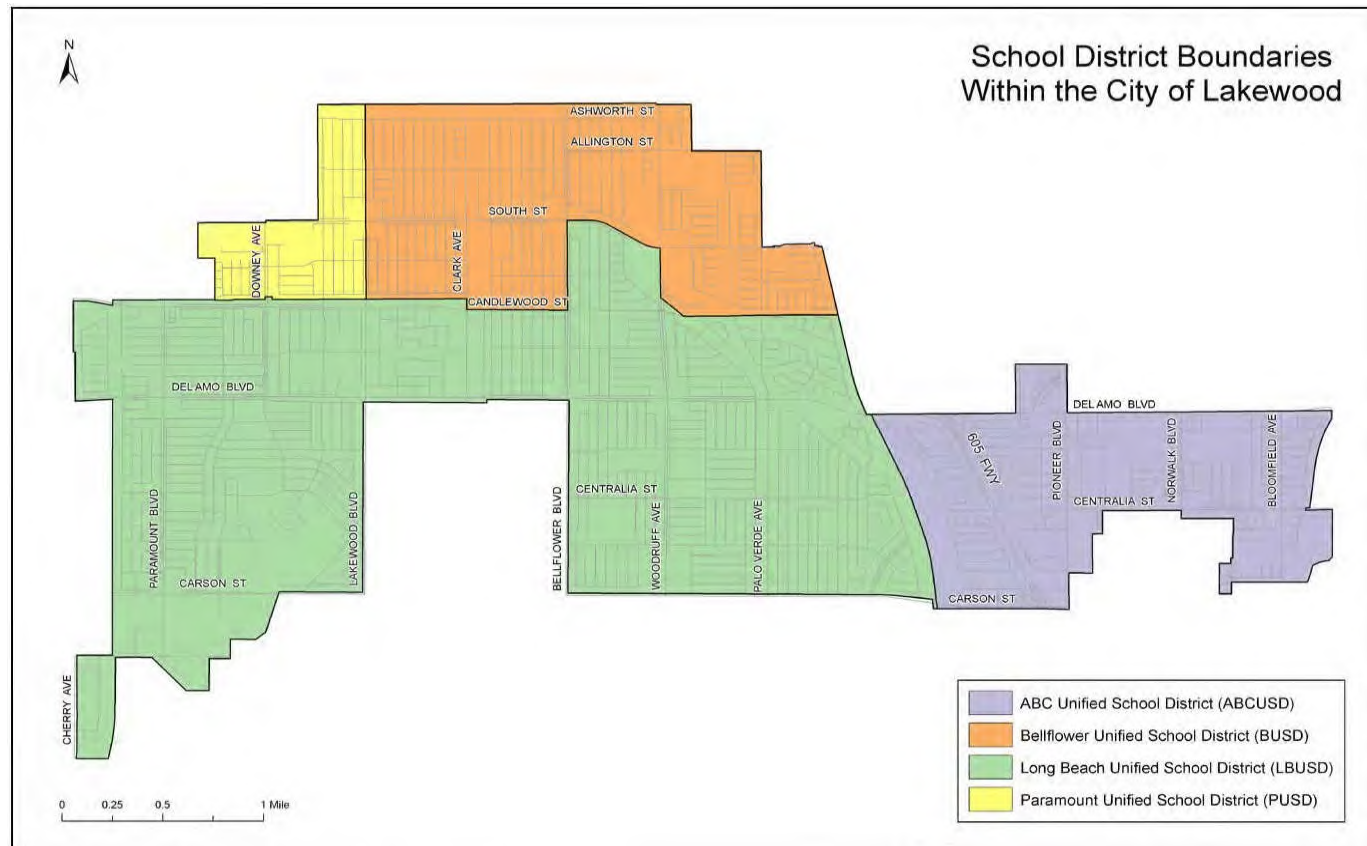
Although the permit and impact fees increase the cost of housing development and may affect the feasibility of building more affordable units, these fees are necessary to recover the cost of staff time to review and process permits and to provide adequate community facilities.



Per Assembly Bill 1483 (2019), each local jurisdiction in California is required to make available on its website a current schedule of fees and exactions, imposed by the jurisdiction and by any other special districts, that apply to proposed housing development projects. This information must be presented in a way that makes it clear which fees apply to a particular parcel. The City of Lakewood does not currently have a schedule of fees and exactions available online. Since a lack of clear and readily available information about permit fees and costs can increase the uncertainty and level of effort involved in obtaining approvals for new housing development, posting this information on the City's website would help to simplify and facilitate housing production. The City is including a program (program B-10) in its housing element to comply with AB 1483.



Figure 7: School District Boundaries





Exactions

Local governments may also impose non-monetary exactions on new residential development – for example, requiring developers to dedicate or donate land for streets, public utilities, easements, or parks/open space; or requiring developers to construct on-site or off-site physical improvements such as parks, trails, sidewalks, curbs and gutters, turn lanes, traffic signals, or public transit facilities. The City of Lakewood requires road dedications at the time properties are developed in accordance with the General Plan. Since Lakewood is built out, road dedications typically take the form of widening a street or alley by a few feet, which is not enough to render a project economically infeasible. The City’s policy is to only require physical improvements at corners. Once the City has obtained the necessary dedications for interior lots between the corner lots, then block-long street widening occurs.

There are several neighborhoods in eastern Lakewood where the street rights-of-way are of substandard width and require improvements. If the City determines that a street dedication or improvement is required in conjunction with a new residential development project, the developer must implement these improvements in accordance with the width, standards and right-of-way lines of the Circulation Element of the General Plan. The Circulation Element’s street classification and right-of-way standards are presented below in Table 29.

Table 29: General Plan Street Classifications

Street Classification	Right-of-Way Width	Roadway Width	Minimum Roadway Width for Streets Providing M-F-R Access
Arterials:			
Major	100 ft.	84 ft.	84 ft.
Minor	80 ft.	64 ft.	64 ft.
Collector Streets	60 ft.	36 ft.	40 ft.
Local Streets	60 ft.	36 ft.	40 ft.

Source: Lakewood General Plan.

In some situations, off-site improvement requirements may pose a constraint to residential development. Dedications and widenings that require the vacation of utility easements, relocation of utilities (fire hydrants, storm culverts, etc.) are difficult and costly to complete based on the associated infrastructure improvements. So far, these requirements have not prevented a project, or required a reduction in density, but they pose potential constraints for the development of multi-family housing. As a response, the City is including program B-12 to establish procedures for administrative relief from right-of-way improvements for streets where the relocation of existing infrastructure would make it financially infeasible to pursue housing projects.

Onsite/Offsite Improvements

According to the service providers and utility companies, the City’s present infrastructure is generally adequate to accommodate planned growth levels, and since the City is fully developed, streets, sidewalks and curbs are already in place. Residential parcels in the City have existing



access to wet and dry utilities. Existing capacities and any necessary infrastructure upgrades will be assessed concurrently with the zoning ordinance updates required to implement program A-1.

Improvements such as curbs, gutters, driveway aprons, parkways and utility connections associated with new residential development occur either

- 1) when street widening occurs, as described above;
- 2) if the developer's plan calls for such work; or
- 3) if such off-site facilities are damaged during construction or to ensure compliance with current standards.

Off-site improvements required for new development are reviewed by the City's Public Works Department and/or the Los Angeles County Department of Public Works to ensure compliance with current standards.

Limitations of Public Facilities, Services, and/or Infrastructure

Areas in Lakewood identified by the General Plan and the approved Master Environmental Assessment (MEA) have been reviewed by all service providers, including, but not limited to school districts, water departments, utility providers, law enforcement, the fire department, all City of Lakewood departments, other city and county agencies, and the waste disposal company. Although the implementation of the current General Plan would increase usage of the existing public infrastructure, the MEA did not identify any significant impacts.

Fire and Police Protection

Fire protection services for the City are provided by the Los Angeles County Fire Department (LACFD), and police protection services are provided by the Los Angeles County Sheriff's Department (LACSD).

Water and Sewer Service

The City of Lakewood is served by two water service providers: The City of Lakewood Water Resources Department ("Water Department") and Golden State Water Company ("Golden State"). The Water Department provides service to approximately 70% of the City's commercial and residential users, while Golden State provides service to approximately 30% of commercial and residential users. Both providers have adopted written policies and procedures with specific objective standards for provision of services in conformance with Government Code Section 65589.7, which prioritizes services for affordable housing developments.

The Water Department adopted its current Water Shortage Contingency Plan ("Contingency Plan") on July 1, 2021. The primary purpose of the Contingency Plan is to plan for the conservation and efficient use of water supplies in the event of a water shortage. The City of Lakewood expects the availability of groundwater supplies to remain constant over the next 20 years. The supply estimates are based on the annual allowable pumping rights within the Central



Basin Municipal Water District and carryover from the previous year. A severe single dry year or several consecutive dry years would not impact the City's ability to meet water demand. The City estimates that a 50% loss in groundwater supply would have to occur to affect the City's projected water production and service.

Golden State adopted its current Urban Water Management Plan ("Management Plan") on July 15, 2021. As with the City's Contingency Plan, the Management Plan plans for the conservation and efficient use of water supplies in the event of a water shortage. Golden State's Management Plan projects to have sufficient long-term service reliability (25 years), even during several consecutive dry years. When pairing overall water supply and the increased demand conditions, Golden State has sufficient supplies to meet five consecutive dry year conditions through 2045.

The City of Lakewood owns the local sewer system consisting of approximately 166 miles of gravity flow sewer pipelines that is maintained by the Los Angeles County Department of Public Works Sewer Maintenance Division. The City's sewer system is connected at various locations to trunk sewers and pipelines owned, operated, and maintained by the County of Los Angeles Sanitation Districts and the City of Long Beach.

The City of Lakewood Sewer Master Plan ("Master Plan") was adopted in December 2004. The Master Plan identifies any deficiencies in the existing mainline sewer system with the City, recommends alternatives to eliminate the deficiencies, prioritizes the deficient reaches, and provides the City with a basis on which to build a future infrastructure management system. While 3.25% of the existing sewer system are identified as being deficient, the City's sewer system has sufficient treatment or collection capacity to serve the needs of proposed developments, including affordable housing, as required under Government Code Section 65589.7. Through program E-9, ensure that the City and partner districts have specified plans and procedures in place to provide priority services to affordable housing developments.

Electric, Gas and Telecommunications Services

Electricity is provided by Southern California Edison, natural gas is provided by Southern California Gas, and telecommunications services are provided by Frontier Communications.

Solid Waste Service

Solid waste services for the City are provided through a private solid waste hauling contractor. The City's solid waste is transported to the Savage Canyon Landfill, located in the City of Whittier, approximately 16 miles to the northeast.

Lakewood's Strategy

The City will solicit and obtain input from the above agencies during the public review period for the Housing Element. The City will also initiate discussions regarding infrastructure capacity, especially with regard to priority water service to developments with low income housing units. In addition, future residential development would be required to ensure that adequate water



supplies and wastewater capacity would be available to serve future projects' projected demand in addition to the provider's existing commitments. Future residential projects would also be required to demonstrate that proposed developments would not generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals, and would comply with federal, state, and local management and reduction statutes and regulation related to solid waste.

The MEA for the current General Plan found:

- **Water:** Development under the adopted General Plan will result in greater demand for water. However, the General Plan policies require managed growth and promote the development of adequate infrastructure prior to new development. Therefore, the gradual increase in demand for water services per year in conjunction with implementation of the policies is not anticipated to result in significant impacts on existing services. The MEA indicated that most areas served by the City have adequate fire flows that meet Los Angeles County Fire Department Standards.
- **Sewer:** The MEA concluded that the sewer trunk lines to the Long Beach Water Reclamation Plant operated by the County Sanitation Districts of Los Angeles County and the treatment capacity of the reclamation plant are adequate to handle the level of wastewater generated within the City.
- **Storm Drain:** Future growth consistent with the General Plan will not substantially increase the percentage of the City covered with impervious ground cover. As a result, existing conditions relating to site run-off due to storms will likely remain for the foreseeable future. Future development in the City will provide on-site drainage control systems to lessen the drainage needs of the City.

The 6th Cycle Housing Element will necessitate significant land-use changes and expanded capacity. While the City currently has adequate infrastructure to accommodate existing development, significant redevelopment may require upgrades in infrastructure. The scope of required infrastructure upgrades will be assessed concurrently with the Land Use element update and rezone necessary to establish adequate sites to meet the RHNA.

The City consulted internally with Public Works and Water Resources, and with infrastructure consultants to assess the overall capacity of the infrastructure. These discussions indicated that Lakewood has adequate overall capacity to meet the required RHNA units. Lakewood will continue to monitor infrastructure capacity throughout the Housing Element period to ensure that we maintain adequate capacity to meet the RHNA.

Two common methods for addressing actual and projected inadequacies in public facilities, services, and/or infrastructure, are dedications and in-lieu fees. In Lakewood, dedications typically come in the form of street dedications. The cost to a developer for street dedications is very low, usually consisting of only a minimal Los Angeles County Recorder's fee. Infrequently, the



services of a civil engineer may be necessary to prepare a legal description of the land to be dedicated. The loss of acreage available for development reduces the developer's flexibility in project design options and may also be a constraint.

Constraints on Housing for Persons with Disabilities

Residential Care Facilities

State law requires that residential care facilities that serve six or fewer residents be considered a residential property and be treated the same as a single-family home. This means that local government can impose on these facilities only those local use restrictions or fees which apply to other single-family residences. The City currently does not have specific zoning code language permitting residential care facilities with six or fewer residents in single-family residential zones (R-1, R-A, A, PD-SF), and treats any residential facility serving six or fewer persons the same as another residential use in the same zone. In practice, this ensure that the City is not creating any constraints on development the City will include program E-2 to update its code to expressly permit the development of residential care facilities in residential zones.

The M-F-R zone allows residential care facilities subject to a conditional use permit (CUP) and imposes special development standards as described below. For facilities that call for six or fewer residents, it is the City's policy to comply with State law and allows such facilities by right.

Further, the City applies the underlying development standards to Adult Care Facilities that are less generally restrictive than the M-F-R Zone. Facilities serving seven or more residents with disabilities are defined as Adult Care Facilities in the zoning ordinance. The zoning ordinance permits such facilities only in the M-F-R zone, and only with a CUP. The special development standards for Adult Care Facilities are:

- Minimum lot size of 0.5 acres
- Maximum lot coverage of 60 percent
- Minimum unit size of 200 square feet, with no more than two beds per room and each unit consisting of at least a bedroom with a private or shared bath, with an optional separate sitting room
- Two-bedroom units require a minimum bedroom size of 120 square feet
- Minimum 15 square feet of common indoor recreation area per unit, totaling at least 450 square feet
- Minimum usable open space of 200 square feet per unit
- Off-street parking at a rate of six-tenths of a space per unit



- There is no maximum density for residential care facilities; the number of units is limited only by lot coverage and the size of the units alone.

Although the CUP requirement for facilities of seven or more may lengthen the approval process for these facilities, the City considers this requirement appropriate. A CUP is the mechanism by which the City can ensure that the facilities' living standards are adequate and their residents' welfare is being protected. Additionally, the relief from other development standards in the M-F-R zone ensures that Adult Care facilities are not constrained. However, as a part of Program E-2, the Housing for Elderly and Persons with Disability Program, the City will ensure that the CUP requirements provide certainty and facilitate the production of adult care facilities in Lakewood. Specifically, the City will review its CUP standards for residential care facilities to ensure that the standards are objective, focused on protecting the health, safety, and welfare of the residents of such facilities.

Additionally, the City defines "Family" as individuals domiciled together in one (1) dwelling unit and who are cooking and living together as a single household, with no additional requirements or restrictions. This ensures that the City is not creating a constraint on housing for a variety of family typologies through its definition of "Family."

Multifamily Housing for Elderly and Disabled Persons

In addition to residential care facilities, the zoning ordinance contains some special development standards for new multifamily projects intended to house elderly and/or disabled persons and that require modifications to normal M-F-R development standards. The Ordinance contains these requirements in order to ensure that such residents are safe in their dwellings and that their needs are served.

In some cases, the development standards for housing for elderly and disabled persons is stricter than the base M-F-R zone, while in other cases the standards provide for increased flexibility. For example, there is no limit to density, provided the other zoning standards are met – a substantial constraint reduction. However, the minimum lot size of 1 acre would make it challenging to find a suitable parcel in Lakewood, where most of the existing lots are much smaller than one acre, necessitating parcel consolidation.

Any development proposing to depart from standard M-F-R development requirements may do so with a CUP. In reviewing the CUP application, the Planning and Environment Commission must consider whether there are services (such as grocery stores, drug stores and laundry facilities) within a reasonable distance; whether the applicant has established a need for such housing within the community; and whether the proposed housing is compatible with adjoining uses. These standards are not objective and create actual constraints on the production of housing for elderly and disabled persons by placing the burden of proof for demand on the project applicant. The City will revise any of these findings to be based on objective criteria as a part of Program B-14, its objective standards/SB 330 compliance program.



In addition, the Commission must find that the modified development standards meet a set of certain minimum requirements. For example, the M-F-R zone requires ramps, elevators, and emergency signals, and includes standards related to handrails, the height of electrical outlets, and placement of disabled units on the ground floor.

- Minimum lot size of one acre
- Maximum lot coverage of 60 percent
- Minimum one-bedroom unit size of 460 square feet
- Minimum two-bedroom unit size of 650 square feet
- Minimum 200 square feet of open space per unit

The maximum lot coverage of 60 percent for multi-family housing for elderly or handicapped is somewhat low for multifamily residential development and limits the potential for higher density and affordable housing projects. Additionally, the requirement that handicapped units be located on the ground floor significantly limits the realistic density of these facilities. As a part of the Zoning Code Cleanup and Objective Standards program B-4, the City will make revisions to the code standards and findings to remove constraints on production for facilities serving elderly/disabled persons.

Requests for Reasonable Accommodation

The City does not have a codified process for reasonable accommodation. However, the City does ensure that reasonable accommodation is offered to anybody who may require an accommodation. All visitors to the Community Development Department are informed that they are entitled to request a reasonable accommodation with respect to zoning, permit processing and building code standards if they feel that they qualify for such an accommodation under the federal Fair Housing Act, and that their requests will be reviewed by City staff. The request will be approved or denied once the Department has made determinations as to the following:

- The qualifying status of the individual,
- The necessity of the accommodation, and
- The financial or administrative burden on the City.

While the City complies with the intent of reasonable accommodation requirements, as a part of the Housing Element Implementation, the City will establish a codified reasonable accommodation procedure and standards to better facilitate objective review and approval of any future accommodation requests through program E-6. Non-Governmental Constraints.

Non-governmental constraints are those conditions that are incompatible with the development of residential uses; either from a functional standpoint or because of the potential risk they might



have on residential development. These conditions include hazards, land resources and construction costs, each of which is described below.

Environmental Risks and Hazard Risks

The General Plan Guidelines describe hazard risks as a constraint relative to meeting identified housing needs. The City also adopted a Hazard Mitigation Plan (HMP) in 2018. While hazards generally occur naturally, they may also be man-made risks, as is the case of fire hazards. Site identification for housing must be made in the context of multiple variables, including hazards. Potential threats to housing must be identified, evaluated, and mitigation measures established. In most cases, a local agency's geographic location determines the types of hazards that would be expected. Potential hazards facing Lakewood include fire, flooding, landslides, and earthquakes.

Fire.

The City of Lakewood receives fire protection services from the Los Angeles County Fire Department. Future development under the General Plan will not have a significant impact on fire services. In addition, most areas in the City have adequate fire flows that meet County Fire Department standards. For those limited areas of the City where some residential uses fail to meet required fire flow standards by a few hundred gallons, new and upgraded water lines will continue to be upgraded to remedy the situation. As new development projects occur, including subdivisions, required fire flow tests provide additional opportunities to upgrade firefighting capabilities.

Most models of climate change suggest that California may be drier in future, which may increase the potential for severe droughts, thus increasing the risk of wildland fires. However, the City's HMP scores the City's relative risk of fire, including wildland and urban interface fires, to be very low due to the following factors:

- Lakewood is 99.5% developed. The remaining vacant parcels have little or no vegetation and are surrounded by urban land uses with no direct connection to any wildlands.
- There are no high vegetative fuel load wildland areas within the City limits, adjacent to the City boundaries, or neighboring communities.
- There are no areas of steep slopes or narrow streets which limit egress and access, and no low-density developed areas with limited water supplies for fire suppression.

Flooding.

In the past, public improvement projects to the flood control channels include: raising the access roads adjacent to the levees by up to four feet; constructing parapet walls along the tops of existing flood control channel levees; modifying traffic, railroad, utility, and pedestrian bridges; armoring the backside of the levees along some portions; widening the flood control channel at the confluence of the Rio Hondo Channel and the Los Angeles River; and, overlaying some existing



grouted stone channel sides with concrete. As a result of these improvements, flood protection status in Lakewood was restored to Flood Zone “X,” or an area of minimal flood risk. In April 2018, the Federal Emergency Management Agency (FEMA) approved the City’s HMP. Chapter 7 of that plan discusses flood risks and notes that all of the residentially-zoned properties in Lakewood are areas of low flood risk, as opposed to areas of moderate to high risk (i.e. Flood Zones A, B, C, D, and V). No replacement units are required.

In general, most models of climate change suggest the California may be drier in the future, which would not increase the risk of severe flooding or cause dam failure. Thus, climate change is not expected to exacerbate flooding hazards in the City.

Landslides.

Lakewood is relatively flat. Since there are no residentially zoned properties on or near any slopes subject to landslides, landslides are not a constraint that would impact residential development in Lakewood.

Earthquakes.

The region has many active and potentially active faults that could impact existing and future residential development. No part of the City, however, is within an Alquist-Priolo Special Study zone, and there are no known active faults within the City of Lakewood. The closest active fault is the Newport-Inglewood Fault Zone, located about four miles southwest of the City. Existing and future development does have the potential to be impacted by earthquakes and related hazards, primarily from ground shaking, which is not uncommon throughout the region. For those areas that are identified as being susceptible to liquefaction, construction will be subject to applicable building code requirements.

The HMP’s Earthquake Long Term Action 1 calls upon the City to continue to encourage and facilitate retrofitting of vulnerable residential and commercial buildings, including low income and elderly housing.

Land Costs, Resources and Availability

The amount of available land to be developed can directly affect a city’s ability to meet housing demand. Regardless of how land is zoned or how the General Plan designates it, a decreasing supply of both vacant and underutilized sites for redevelopment may make it difficult to meet the community’s housing needs. The cost of land depends on various factors such as whether the site is vacant; accessibility to the site, and the site’s buildable area (easements, slopes, geological structures; and flooding may affect how much of the site can support building and parking areas). As illustrated in Table 39, the majority of new dwelling units in Lakewood will be added in the M-F-R, commercial, and light manufacturing zones.



Land Costs

The price of land can be a major impediment to the ability of a community to augment its housing stock and influence rents and sale prices when new units are placed on the market. Two local developers that have built single-family and multi-family developments in Lakewood (Jeff Leaper and Luke Chau dba Harmony Homes) provided land cost data going back to 2017. Land acquisition cost data for ground-up developments in Lakewood in Lakewood, indicates that the price of raw land in Lakewood to be approximately \$1,200,000 per acre within areas zoned for single-family residential, and approximately \$1,400,000 to \$2,000,000 per acre within areas zoned for multi-family residential, according to Jeff Leeper. By 2021, these values had increased to approximately \$1,770,000 to \$3,125,000 an acre for single family residential and \$3,110,000 an acre for multi-family residential, according to Zillow. This indicates that land costs are a significant cost, and likely function as a non-governmental constraint.

Construction Costs

Construction costs can also be a major impediment to the ability of a community to augment its housing stock and influence rents and sale prices when new units are placed on the market. The first component of construction is the cost of grading land. Grading costs were estimated to be \$105,000 per acre.

Another major component of these costs is the price of building materials. A Turner Center report titled “The Hard Costs of Construction: Recent Trends in Labor and Materials Costs for Apartment Buildings in California” found that building materials and other hard construction costs make up approximately 60 percent of the cost of producing a new residential building in California and that wood, plastic, and composite material costs have risen by 65 percent since 2010. Compounding this issue, it is on average \$35 more expensive per square foot to build in the Los Angeles area when compared to the rest of the state (excluding the San Francisco Bay Area).

Another Turner Center report “The Costs of Affordable Housing Production: Insights from California’s 9% Low-Income Housing Tax Credit Program” illustrates that it costs approximately 600 dollars per square foot of affordable housing construction in the Los Angeles area.⁴ The cumulative cost of materials, labor, land acquisition, and development fees create a constraint on housing production in Southern California.

Construction Labor Shortage

Construction labor plays a large role in housing costs. According to the 2020 Outlook Survey from the Association of General Contractors, 81 percent of construction firms found it difficult to find skilled laborers and 54 percent have had to raise wages to attract more workers. In the short term, the COVID-19 pandemic severely affected construction labor jobs; however, in the long term,

⁴ Reid, Carolina. The Costs of Affordable Housing Production: Insights from California’s 9% Low-Income Housing Tax Credit Program. 2020. Page 7.



construction labor has continually been in short supply due to a poor labor pipeline, lasting effects from the 2008 recession, retirement, and a Spanish-English language barrier.

Financial Constraints

Financial constraints affect the decisions of consumers and developers alike. Nearly all homebuyers must obtain a loan to purchase property, and loan variables such as interest rates and insurance costs play an important role in the decisions of homebuyers. Homeowners also give consideration to the initial costs of improvements following the purchase of a home. These costs could be related to making necessary repairs or tailoring a home to meet individual tastes. While the City does not control these costs directly, City activities, such as code enforcement, are related to the maintenance of housing stock.

Mortgage rates also have a strong influence over the affordability of housing. The availability of financing affects a person's ability to purchase or make improvements on a home. Increases in interest rates decrease the number of persons able to afford a home purchase, while decreases result in more potential homebuyers being introduced into the market.

Interest rates are determined by economic conditions and policies developed at the national level. Since local jurisdictions cannot affect interest rates, they may offer interest rate write-downs to extend home purchase opportunities to targeted resident segments, such as lower income households. Local governments may also insure mortgages, which would reduce down payment requirements.

Currently, mortgage interest rates for new home purchases were in the two-to-three percent range for a conventional 30-year fixed-rate loan. According to the Federal Home Loan Mortgage Corporation's (Freddie Mac) interest rate survey from 2013 to 2020 presented in Table 30, annual average mortgage interest rates have ranged from well under five percent for the past three years. Interest remain low as reflected in the Freddie Mac survey which dates back to 1971.

Table 30: National Annual Average Mortgage Interest Rates

Year ¹	Average Interest Rates
2013	3.98
2014	4.17
2015	3.85
2016	3.65
2017	3.99
2018	4.54
2019	3.94
2020	3.11

Source: FreddieMac.com January to December of each year. Based on 30-year fixed rate mortgages.



The number of foreclosed homes over time may also reveal the financial health of homebuyers in the City. As shown in Table 31, the number of foreclosed homes in the City was 255 units in 2011. This number has been decreasing over the past several years to 10 units in 2018.

Table 31: City of Lakewood Residential Properties Foreclosed By Year

Year	2011	2012	2013	2014	2015	2016	2017	2018
Units Foreclosed	255	124	63	40	34	32	28	10

Source: CoreLogic/DataQuick, 2011-2018

Requests to Develop Below the Maximum Density

Requests to develop below the maximum density may indicate the presence of non-governmental constraints that affect housing production. For example, a property may be zoned for higher densities, but the cost of labor and materials necessary to achieve a high-density building may create incentives for a developer to produce a smaller project.

In general, Lakewood has seen development approaching the maximum zoned density for recent multi-family projects. The previous sites inventory assumed that projects would yield approximately 80 percent of the maximum allowed by the underlying zoning. Pursuant to the analysis in Table 34, recent multi-family projects developed at an average of 74.6 percent of maximum capacity. While this average may indicate that there are constraints on housing that resulted in lower-multi-family densities than originally anticipated, the difference between the anticipated density and actual density is approximately 5 percent, which is minor. The City is addressing the difference by assuming that new multi-family projects will achieve a 75 percent yield and including programs to mitigate the effects of governmental constraints, such as zoning standards. The programs, along with a substantial increase in residential potential in M-F-R areas, are likely to increase project yields above the 75 percent estimate.

Jobs/Housing Balance

Jobs/housing balance (J/HB) is a measurement of the ratio between housing and jobs within a specific geography. An area with a low J/HB will have fewer jobs and a higher number of housing units. An area with a higher J/HB will have more jobs and fewer housing units. These patterns cause workers living in an area to have longer commutes. An area with a “good” J/HB will likely have enough housing to accommodate a majority of workers that have jobs in the area. However, it is also important to consider affordability in determining if there is enough housing to accommodate jobs and vice versa. If housing in a specific area is unaffordable, low-income workers would be unlikely to afford living in the same area, even if it is available.

According to the 2019 American Community Survey 5-Year Estimates, there are approximately 39,108 workers living in Lakewood. Approximately 90 percent of these workers work outside of the City and have an average commute time of 31 minutes. The J/HB is approximately .81.



V. HOUSING RESOURCES

A. INVENTORY OF LAND SUITABLE FOR RESIDENTIAL DEVELOPMENT

Housing Allocation

State law requires that a community provide a fair share of sites to allow for and to facilitate production of the regional share of housing. To determine whether a jurisdiction has sufficient land to accommodate its share of regional housing needs for all income groups, that jurisdiction must identify “adequate sites.” These sites must be appropriately zoned, sized, and free of constraints that would inhibit residential development within the planning cycle.

HCD and the California Department of Finance are responsible for assessing the housing needs for different regions across the state. Lakewood is in the SCAG region, which received a regional allocation of 1,341,827 housing units. SCAG then distributed these housing units between all jurisdictions, known as the RHNA. SCAG adopted its final allocations on March 4, 2021. The City of Lakewood’s RHNA for the 2021 to 2029 planning period (6th Cycle) is 3,922 total units, spread among different income categories.

Table 32: Lakewood 2021-2029 RHNA

Very Low Income	Low Income	Moderate Income	Above Moderate Income	Total
1,296	637	653	1,336	3,922

No Net Loss Buffer

Recent changes to State law (Senate Bill 166 – 2017) have required cities to continually maintain adequate capacity in their sites inventories to meet their RHNA for all income levels. In the event that a site is developed below the density projected in the Housing Element, or at a different income than projected, the City must have adequate sites available to accommodate the remaining balance of the RHNA. If the City does not have any additional capacity within the existing zoning, it must identify and rezone for new sites that can accommodate the remaining need. For these reasons, the City is including an additional buffer of 15 percent above the RHNA in each category. Therefore, the City will provide adequate capacity for a total of 4,510 units. Table 33 illustrates the breakdown by income category.

Table 33: RHNA with Buffer

	Very Low	Low	Moderate	Above Moderate	Total
RHNA	1,296	637	653	1,336	3,922
15% Buffer	194	96	98	200	588
Total with Buffer	1,490	733	751	1,536	4,510



Realistic Capacity Calculations

State law requires that a city project realistic estimates for housing capacity on its RHNA sites. Realistic capacity may be estimated by utilizing recent project history, using a minimum density, or through other methods. As the vast majority of the City's new housing growth is expected to take the form of multifamily housing, the City reviewed multifamily projects constructed during the 5th Cycle to understand historical trends for multifamily housing production.

It is important to note that the effectiveness of using historical trends to estimate future capacity and production is limited. The City is required to make significant changes to its zoning and development to accommodate the 4,510 units in a city that is fully built out, with virtually no vacant land. The substantial upzoning of multifamily and commercial properties, along with new City policies and programs promoting infill development, will change the typology of new housing, as well as provide more market incentives to maximize the residential development on each property. The new City programs will increase housing yield and facilitate the development of housing that is denser than already exists in the City.

Project History

The City had 12 multifamily projects built within the last Housing Element cycle. These projects typically took the form of apartments, condominiums, or duplexes. These projects were lower in density and intensity than expected new growth and are provided to illustrate the existing trends and market demand. Table 34 lists the recent multifamily projects (since 2010). On average, small multifamily projects (less than five units) were constructed at 71.2 percent of the maximum units allowed under the zoning ordinance. Medium multifamily projects (between five and 30 units) were constructed at 82.5%, and one large multifamily projects (30+ units) were constructed at 67.3%. To accommodate greater density as described in this Housing Element, multifamily development standards will be modified to accommodate greater densities and to ensure that the number of units constructed in each project are within 15% of maximum density.

Table 34: Recent Multifamily Development

Year	Address	Type	Zone	(Acres)	Maximum Units Allowed	Existing Units	Total Units	Density (du/ac)	Gross Yield
2011	11730-11748 216th Street	condominiums	Planned Development	0.96	26	0	16	16.6	61.5%
2012	20821-20823 Roseton Avenue	duplex	Specific Plan	0.13	3	1	2	14.9	66.7%
2013	11640 208th Street	apartments	Specific Plan	0.16	3	1	3	18.7	100.0%
2014	11656-11658 215th Street	add 1 unit	M-F-R	0.25	5	1	2	7.9	40.0%
2014	11611-11615 216th Street	condominiums	M-F-R	0.27	6	0	3	11.2	50.0%
2014	20937 Bloomfield Avenue	apartments	Planned Development	0.78	21	0	22	28.3	104.8%
2014	3014 South Street	condominiums	Planned Development	3.59	107	0	72	20.0	67.3%
2015	20712 Seine Avenue	apartments	M-F-R	0.63	18	3	16	25.4	88.9%
2016	11714 Walcroft Street	apartments	Specific Plan	0.11	2	1	2	17.4	100.0%
2017	20802-20804 Pioneer Blvd	add 1 unit	M-F-R	0.15	3	1	2	12.9	66.7%
2018	20727-20739 Elaine Avenue	apartments	M-F-R	1.07	32	6	24	22.3	75.0%
2019	11703-11709 Walcroft Street	apartments	M-F-R	0.21	4	2	3	14.3	75.0%
AVERAGE									74.7%



Recent projects may not be fully representative of future trends under revised zoning standards and City programs. The trends do indicate a continued interest in multifamily infill development on small- to medium-sized lots, which are expected to accommodate a significant share of the City's 6th Cycle RHNA obligations.

Multifamily Properties

As the City is expecting new housing growth to be more intense and different in character than most existing and recent development, the City will be adopting a new minimum density standard for its Multiple-Family Residential (M-F-R) zone. The proposed minimum density is 75 percent of the maximum units allowed by the gross site acreage, which will allow reductions in project scale to accommodate site-specific constraints. Based on the proposed minimum density, the City will assume a capacity of 75 percent of the maximum allowed under the zoning ordinance for M-F-R zoned properties. This trend is consistent with recent multifamily projects and is not expected to create any constraints on housing production in the City. Additionally, the City may allow for reductions below the 75 percent density with the approval of a variance, further ensuring the minimum density would not act as a constraint on development. Additionally, the City may allow reductions below the minimum density if some or all of the existing uses are preserved on the site. The minimum density standard is intended to prevent a net loss of units, and further encourage developers/property owners to maximize the number of units in their projects.

Commercial/Mixed-Use

The City has not previously allowed residential development in any of its commercial zones; mixed-use development will be a new housing typology in the City. Instead of applying a set density or yield adjustment (as explained for multifamily properties), the City conducted a detailed evaluation of each site based on anticipated development standards, site area and conditions, and property owner interest.

One of the most important factors to consider when calculating the realistic yields of the commercial sites is the required parking for all uses on the project site. Based on current zoning and future standards, City staff calculated the amount of parking that will be required for both the existing commercial uses and proposed multifamily uses of each site. Based on the area necessary to meet the parking standards, available lot area, and lot configuration, the realistic capacity of each commercial mixed-use site was evaluated, as well as the potential for shared parking. Each mixed-use site is described in detail below. While each commercial zone will have the same ultimate standards, the achievable densities range from 43 dwelling unit per acre (du/ac) to 75 du/ac based on lot configuration, existing uses, and expressed property owner interest. Based on the detailed research conducted by staff and discussions with property owners/developers, the units projected for the mixed-use sites are anticipated to be highly feasible and are likely to be developed within the 6th Cycle Planning Period.



Potential for Full Commercial Development

As the City has not previously allowed residential in the commercial or industrial zones, there are no historic trends for residential development on commercial sites. While some commercial sites may be redeveloped solely for commercial in the future, the City is only including commercial properties where the property owners have expressed interest and desire to pursue residential or mixed-use projects. Based on the discussions with the property owners, these sites are almost certain to redevelop with residential units. Additionally, the City is adopting a mixed-use ordinance/overlay for all of its commercial zones, even properties that are not included in the RHNA inventory. These other commercial properties that are not included towards the inventory will have potential to redevelop with residential under the new zoning. By only including sites with stated owner intent for residential, the City is effectively already adjusting for the potential of fully commercial redevelopment. Additional deductions to unit yields on commercial sites are unnecessary because the RHNA already anticipates and adjusts for this possibility through the site selection.

Assumed Affordability

Density

The California Government Code states that if a local government has adopted density standards consistent with the population-based criteria set by State law (at least 30 du/ac for Lakewood), HCD is obligated to accept sites with those density standards (30 du/ac or higher) as appropriate for accommodating the jurisdiction's share of regional housing need for lower-income households. Per Government Code Section 65583.2(c)(3)(B), the City's M-F-R zone is consistent with the default density standard (30 du/ac) for metropolitan jurisdictions such as Lakewood, and therefore considered appropriate to accommodate housing for lower-income households. The City is also including a program to up-zone its M-F-R zones from 30 du/ac to 50 du/ac, depending on property size. This will ensure that all properties zoned for M-F-R will meet the requirements for lower-income units. The high-density M-F-R zones are also anticipated to be able to accommodate the moderate- and above-moderate RHNA requirements.

Lower-income units may also be accommodated in the City's commercial mixed-use zones. While these zones do not have traditional densities proposed, the zones will have development standards that allow for residential construction above 30 du/ac. The proposed zoning standards are not finalized, and the City will conduct public and property-owner engagement to identify the ultimate standards in the proposed zoning. While the specific zoning provisions are not yet defined, the City will comply with the intent of its Housing Element and state law to facilitate residential development at the maximum densities allowed in the General Plan.



Size

Pursuant to State law, sites accommodating lower-income units must have areas between 0.5 and 10 acres, regardless of allowed density. The City identified sites that meet these criteria for the lower-income units.

Small Sites

The City included several properties with adjacent ownership that have cumulative areas larger than 0.5 acres as eligible for the lower-income sites. Additionally, many of these sites are also owned by the Lakewood Redevelopment Agency with plans for future affordable housing development in the immediate future.

Because these properties have adjacent ownership, a larger project could be pursued without the need for lot consolidation or additional land purchases, and the small size of each individual parcel would not act as a constraint to the development of lower-income housing. While specific parcels may be smaller than 0.5 acres, each 'site' is larger than 0.5 acres. Due to the cumulative areas exceeding 0.5 acres, these smaller properties were grouped together and classified as eligible for accommodating lower-income capacity. Additionally, these sites only provide capacity for 49 lower-income units, a very small amount of the total lower-income unit capacity. These sites are not required to meet the lower-income RHNA, but are included due to their high potential for residential affordable redevelopment during the planning period. The cumulative areas above 0.5 acres, adjacent ownership, and plans for small, City-owned properties ensure that the small parcel size will not constrain or preclude the development of affordable housing. Based on this evidence, these small sites are appropriate for accommodating the lower-income RHNA.

Large Sites

One site larger than 10 acres is providing some capacity for the lower-income RHNA. Lakewood Center mall has a total area of approximately 133 acres, with the primary parcel occupying 99.5 acres. The property owner of Lakewood Center is pursuing a residential development on a portion of its property, with a total yield estimated at approximately one thousand units. While the entire development is not anticipated to be affordable, it is likely to provide at least 20 percent below market (lower and moderate) units. Discussions with the developer indicate that portions of the property are likely to be redeveloped for housing, with some units affordable to lower-income households within this planning period.

As the City of Lakewood's largest property owner, and commercial center operator, Macerich has always played an important role in the City's civic and economic sectors. Much of Lakewood's past and present success can be attributed to the economic vitality of the Lakewood Center Mall and the willingness of Macerich to work closely with the City on economic development efforts. In keeping with this mutually beneficial partnership, the City and Macerich have had discussions about the possibility of developing residential units within the Lakewood Center property.



City staff has been working with Macerich to identify a method to develop housing on the property, consistent with the framework of the updated Housing Element. The City will adopt a mixed-use or housing ordinance that will create an overlay zone allowing multi-family residential zoning in certain City identified commercially zoned areas, including in the C-4 zones and Regional Center areas.

Upon final approval and adoption of the Housing Element update, City staff will finalize the framework of this proposed plan and present it to the Planning Commission and City Council for discussion and consideration. Given the scope of this plan, the potential development of new housing within the Lakewood Center would go a long way towards meeting the City's RHNA as well as positioning the center to continue being a strong economic engine in the City of Lakewood. The City is including a program (A-9) to facilitate the development of housing on the Lakewood Mall site by coordinating closely with Macerich to develop an ordinance and plan that ensures site development moves forward in a timely manner.

City-Owned Sites

The City owns four small vacant properties that will be developed with affordable for-sale housing. The City is currently in negotiations with an affordable housing developer to construct 37 new affordable units on the four properties. Each of the sites are zoned for multi-family residential and are expected to be developed in 2022-2023. The maximum number of units allowed under the current zoning standards are 40, and the proposed development plan would result in 37 units. The sites are vacant and there are no known conditions that would preclude the development of these housing units. Additionally, these sites will be rezoned to higher densities as a part of program A-1. Given the fact that the City is currently working with a non-profit housing developer (Habitat for Humanity) to develop the City-owned sites, along with the lack of development constraints, these sites are highly likely to be developed with affordable housing in the immediate future.

Site Inventory and Rezoning Strategy

Shortfall

The City has very little remaining capacity for housing under its existing zoning. The City has a shortfall for nearly all of the RHNA, which necessitates specific rezoning programs and development standards pursuant to Government Code 65583.2. Under existing zoning, the City has realistic capacity for 286 lower-income units, creating a lower-income shortfall of 1,647 units.

The RHNA shortfall for moderate and above-moderate units is calculated to be the difference between the anticipated ADUs (8 moderate and 88 above moderate) and the RHNA (653 moderate and 1,336 above moderate). This results in a shortfall of 645 moderate and 1,248 above-moderate units.

The City's overall strategy is to accommodate the RHNA shortfall through aggressive up-zoning of existing multifamily zoned properties, rezoning limited single-family areas to multi-family residential, adopting commercial mixed-use/residential infill standards, and creating programs to



facilitate increased ADU production in single-family zones. These strategies will allow the City to fully meet its housing needs for all income levels during the 6th Cycle Housing Element.

Multifamily Density Increase

A key component of the City's RHNA strategy is to up-zone and expand its multifamily zones. Overall, multifamily zones are expected to accommodate 2,321 units, mostly for lower- and moderate-income housing.

Currently, Lakewood's M-F-R zoning assigns different densities by parcel size, with the maximum density set to 30 du/ac.

Table 35: Existing M-F-R Densities

Lot Size (square feet)	Lot Area per Unit	Dwelling Units per Acre
0-12,499	1,920	22.6875
12,500-25,000	1,750	24.8914
> 25,000	1,452	30

The City is going to amend both its lot size thresholds and maximum densities to better align with State law, and to provide significant increases in housing capacity across the City. Specifically, the size thresholds will be changed to provide higher development capacity for properties with sizes above 0.5 acres (21,780 square feet).

Table 36: Proposed M-F-R Densities

Lot Size (square feet)	Dwelling Units per Acre
0-12,499	32
12,500-21,780	40
≥ 21,780	50

These zoning changes will facilitate the redevelopment of non-conforming single-family homes into small multi-family complexes. They will also allow for smaller or less-developed multifamily properties (e.g., duplexes) to be redeveloped into more dense multi-family projects, providing additional opportunities for housing for all income levels.

R-1 Upzoning

In addition to increasing the allowed densities in multifamily zones, the City will rezone certain parcels that meet the following characteristics from R-1 to M-F-R. This will add a significant amount of housing capacity. R-1 properties that meet the following criteria will be upzoned.

- The property is adjacent to an arterial roadway; and
- The property has a cumulative size above 0.5 acres (including small, secondary parcels that function with a larger site under common ownership); and



- The property is not used for utility, public, or private right-of-way purposes.

This rezoning will provide increased housing capacity in key nodes with excellent access to transit, commercial, and educational facilities.

Commercial and Mixed-Use Properties

Multiple owners of commercial properties in Lakewood have expressed interest in redeveloping their properties for mixed uses with strong residential components. Current zoning regulations do not allow for residential development in the commercial areas. The City will adopt standards for mixed uses and residential development in commercial zones. While these standards will apply across the C-1, C-3, and C-4 zones (with some variation), the City is only counting properties with developer interest or that exhibit characteristics of underutilization, such as aging structures, chronic vacancies, towards the RHNA. Commercial mixed-use developments (not including Lakewood Center mall) have a total realistic capacity of 950 units. Of these, 571 are counted toward the above moderate income RHNA, while 379 are counted toward the lower income RHNA.

Lakewood Center

Lakewood Center is the most prominent commercial location in Lakewood, occupying more than 130 acres in the middle of the City. Lakewood Center is home to many big-box retail establishments, such as Home Depot and Costco, restaurants, and an indoor mall with smaller retailers. Lakewood Center is important to the City, providing employment opportunities, commercial space, and recreational amenities to residents of Lakewood and surrounding cities. Despite its destination as a regional shopping center, the property owner has identified several portions of the site that are underutilized and suitable for residential redevelopment. The property owner is still in the preliminary design phase but is exploring partnerships with multifamily homebuilders. Based on the owner's intent, and expansive, underutilized surface parking lots suitable for redevelopment, along with Lakewood Center's central location, the City will be rezoning a portion of Lakewood Center to residential/mixed-use. The City anticipates that at least one thousand units can be accommodated at this location. Of these, the City is assuming that 20 percent will be affordable to lower- and moderate-income households based on preliminary discussions with the property owner. The number of units in each income category is distributed within this 20 percent to match an equivalent portion of the City's RHNA, with very low-income accounting for 50.1 percent, low-income accounting for 24.6 percent, and moderate-income accounting for 25.3 percent.

Accessory Dwelling Units

Recent changes to State law have spurred ADU production across the state, and Lakewood has seen a large uptick in ADUs permitted since 2017. Based on recent growth and interest in ADU production, the City anticipates that ADUs will accommodate some of the RHNA requirement.



Affordability Trends

The City conducts yearly surveys of ADU affordability for its annual progress reports and collects rental information when ADU permits are issued. Nearly all ADU applicants from 2018 to 2020 indicated intent for the unit to remain affordable at no or negligible cost for immediate family members, such as adult parents or children. Therefore, the City predicts that this trend will continue and that future ADU production will also be affordable to low- and very low-income households.

To best predict future affordability levels, the City relies on the SCAG Regional Accessory Dwelling Unit Affordability Analysis. The City is located in Los Angeles County Region II, which features the following affordability assumptions for ADUs:

- Extremely low income: 15 percent
- Very low income: 8.5 percent
- Low income: 44.6 percent
- Moderate income: 2.1 percent
- Above moderate income: 29.8 percent

ADU Production Trends

Table 37 illustrates trends in ADU production since 2018. ADU production has grown significantly and is expected to continue expanding throughout the 6th Cycle. Between 2017 and 2020, approximately 31 percent of permitted ADUs were studios, 42 percent were one-bedrooms, 17 percent were two or more bedrooms, and 10 percent were JADUs. On average, the floor area of permitted ADUs is 507 square feet, a size highly conducive to affordable rents.

The average number of ADU permits issued since 2018 is 17 per year. However, the current ADU permitting level for 2021 has far exceeded the 2018 through 2020 rates; as of July 2021, the City has permitted 21 ADUs, which corresponds to 42 ADUs throughout the year on a prorated basis. This significant upward growth provides strong evidence of continued interest and uptake of ADUs in Lakewood.

Table 37: ADU Trends

	Very Low	Low	Moderate	Above	Total
2018	9	0	0	1	10
2019	13	4	0	0	17
2020	19	4	0	1	24
Totals:	41	8	0	2	51
By Percentage:	80.4%	15.7%	0.0%	3.9%	100.0%

This recent trend is more likely to represent ADU construction during the 6th Cycle, particularly due to additional changes in State law in 2019 that further limited the ability of local governments to restrict ADU production or impose development standards. Furthermore, the City will pursue



several programs to incentivize and promote ADUs, which will increase the number constructed within the 6th Cycle beyond recent trends.

- **ADU Education and Outreach:** As a part of its ADU programs, the City will update its informational materials to be more accessible and detailed, which will provide better information to potential applicants. The City will publicize information illustrating the ability and process for homeowners to build an ADU.
- **Pre-Approved Plans:** The City will adopt preapproved ADU plans to expedite the application process and City review, and to save applicants money.
- **Design Review Streamlining:** The City will streamline its existing Design Review process for ADUs to ensure that City review does not add a constraint to the production of ADUs.

ADU Credits toward the RHNA

Based on the recent production and affordability trends, along with the City's strong commitment to facilitating ADU construction, the City estimates that 260 ADUs will be constructed during the 6th Cycle (32.5 per year). Based on the City's 2021 permitting trend of 21 units in the first six months of the year, this assumption is conservative and highly realistic, and it is likely that additional ADUs above the number credited toward the RHNA will be constructed during the cycle.

Table 38: ADUs Credited in 6th Cycle

	Production/Affordability	Total ADUs in 6th Cycle
Anticipated ADU Production	32.5/year	260
% Extremely & Very Low Income	23.5%	61
% Low Income	44.6%	116
% Moderate Income	2.1%	5
% Above Moderate Income	29.8%	78

Ability to Meet the RHNA

Using the realistic assumptions listed above, the City will have adequate sites to accommodate the RHNA for all income levels after rezoning.

Identifying Appropriate Sites

As discussed above, the City is pursuing multiple zoning strategies to accommodate the RHNA. Instead of rezoning specific parcels, the City is instead amending its multi-family residential zones and commercial zones to better facilitate multi-family housing construction. This method will result in a significant increase in gross residential potential across the City. However, the City recognizes that not every rezoned site will be redeveloped over the planning period. The



paragraphs below discuss how the City identified the specific parcels that may be included in the RHNA.

Multi-Family Sites

While the City is upzoning all M-F-R zones and rezoning new parcels to M-F-R, not every site that will be upzoned is likely to develop over the 6th Cycle. Many factors outside the City's control influence a property owner's desire and ability to develop, including market conditions and constraints. One important factor in a property's likelihood of development is the number of net new units that could be added under the updated zoning. Owners with properties that can only add a small number of units may not feel motivated to redevelop, while properties that can double the units on site have a significant economic incentive for residential redevelopment.

To identify M-F-R properties that are likely to develop during the 6th Cycle, the City used a number of filters and queries. M-F-R properties counted towards the RHNA meet all of the following conditions:

- Properties must be able to develop at least two net new units (after applying realistic capacity of 75%).
- The number of net new units must be at least double the number of existing units.
- Condominiums were excluded.

All of the sites included in the inventory can add at least twice as many new units as exist on the site today. Each site can also accommodate at least two net new units, as properties that may only build one unit are more likely to pursue an ADU than whole or partial redevelopment. The new residential capacity associated with the M-F-R upzoning creates a strong market incentive for these properties to be redeveloped within the planning cycle. For example, a 7,000 square foot lot with one existing single-family home could potentially build a small five-unit apartment complex. When accounting for the realistic capacity, including subtracting the existing unit and applying a realistic factor, the property could potentially yield three new units of housing. Based on the significant new capacity, city programs to promote redevelopment, and financial upside for property redevelopment, the existing residential uses are not expected to inhibit or constrain redevelopment during the 6th Cycle.

Most of the City's RHNA units are accommodated on sites with existing commercial or institutional uses. The City is only relying on properties with residential uses for 824 RHNA units, less than 20 percent of total capacity. Nearly all of this capacity (656 units) is met on sites with single-family homes, which have very high potential for redevelopment and increased housing capacity.



Commercial Sites

The City will be implementing a mixed-use ordinance for all properties in the C-3, C-4, and M-1 zones, drastically increasing capacity for multi-family housing in nearly every neighborhood. The City has 371 acres of commercial land that will allow high density housing once the ordinance is implemented. However, the City recognizes that not every commercial site is likely to develop over the 6th Cycle: some properties have recent improvements, high leasing rates, or the owner is simply not interested in pursuing residential development at this time. To best identify the properties likely to develop within the planning period, the City contacted property owners of commercial sites with high potential. All of the commercial sites included in the RHNA inventory have owners, developers, or representatives that have expressed interest in near-term residential redevelopment, making these sites suitable for inclusion in the RHNA.

Parcel Consolidation

The City does not need to assume that lots will be consolidated to meet its RHNA; the City has adequately sized sites (between 0.5 and 10 acres) to meet its lower-income RHNA. However, to best represent the likely development potential, some adjacent sites below 0.5 acres in size with common ownership were assumed likely to consolidate, allowing these parcels to achieve higher densities. As these parcels already have common ownership, there would be no need for parcel acquisition, lot line adjustments, or other private or governmental actions necessary for the sites to be developed together. The common ownership of these sites provides substantial evidence that developing the parcels concurrently would not be a constraint and would result in a higher density project. The City did not assume that parcels without common ownership would be consolidated or developed concurrently.

Environmental Constraints

As discussed in the Constraints Analysis above, the City of Lakewood has very few, if any, environmental constraints. The City does not have any areas at risk for flooding, wildfire, or landslides. Additionally, nearly the entire City is developed, and there is no native habitat in residential areas of the City. The sites selected to accommodate the RHNA have no known environmental constraints that would constrain or preclude residential development.

Infrastructure

All of the selected RHNA sites have existing utility access and are expected to utilize existing infrastructure and capacity after redevelopment. The City has adequate infrastructure capacity to accommodate the projected 4,530 new units. Lakewood will continue to monitor infrastructure capacity throughout the Housing Element period to ensure that we maintain adequate capacity to meet the RHNA.



Vacant Sites

The City has included eight vacant parcels in the sites inventory. None of the vacant sites are larger than 0.5 acres, so all are assumed to accommodate moderate-income units. The vacant sites have a total realistic capacity of 37 units. All other units counted toward the RHNA are met through non-vacant sites. None of the City's lower-income units are met on vacant sites, while only 4 percent of the moderate units are met on vacant sites.

Residential and Commercial Distribution

Pursuant to Government Code 65583.2(h), a city that relies on mixed-use zoning to accommodate a lower-income shortfall must implement certain standards within its mixed-use or commercial zones. If the City meets more than half of its lower-income shortfall with mixed-use zones, these zones must allow for full residential, and require that 50 percent of the floor area of a mixed-use project be used for residential uses.

As the City has a shortfall of 1,647 lower-income units, this 50 percent threshold is 823.5, or 824 units. The City is accommodating most of its lower-income shortfall through M-F-R zoned sites. M-F-R sites have a realistic capacity of 1,529 lower-income units, exceeding the 50 percent threshold. Due to the capacity on multi-family zoned sites, the zoning requirements in GC 65583.2(h) that apply to mixed-use, lower-income sites are not met. The City will comply with the other aspects of GC 65583.2(h) by implementing Program A-4.

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Residential Capacity

Table 39 illustrates the residential capacity that is being counted toward the RHNA. The City has adequate sites at all income levels. Appendix B and Appendix C provide the list and maps of the sites that accommodate the RHNA capacity. The inventory includes a total lower-income capacity of 2,234 units. ADU numbers are being conservatively estimated to match SCAG's data, but the City's experience still indicates that upwards of 95% of ADUs will be affordable, further reducing the likelihood of getting a shortfall for the lower-income categories. The inventory accommodates 847 moderate units, 104 units above what is required to achieve a 15 percent buffer. The inventory also supports 1,449 above-moderate units, exceeding the RHNA requirement of 1,336 units. The 104 excess moderate units can provide a buffer for any net loss of units with above-moderate capacity.

Table 39: Residential Capacity

Category	Very Low	Low	Moderate	Above Moderate	Total
Total Requirement with 15% Buffer	1,490	733	751	1,536	4,510
ADUs	61	116	5	78	260
Mixed Use Commercial	528		51	1,371	1,950
Multifamily Residential	1,529		791	0	2,320
Total Capacity	2,234		847	1,449	4,530



Programs to Support the Production of Housing

The Housing Element serves, in part, to identify what actions can be taken to support the production of housing. Through collaboration with City staff, service providers, and the community, the City's Housing Element identifies constraints to housing production and programs that when implemented, would mitigate those constraints.

Non-Vacant Site Descriptions

Most of the existing uses on non-vacant RHNA sites fall into four general categories:

- Commercial strip/big box shopping center
- Single-family homes
- Religious facilities/religious educational facilities
- Low intensity multifamily developments

As most of the properties within each category included toward the RHNA are similar, this Housing Element describes examples from each typology, instead of describing each site in detail. Each of the commercial, religious, and multi-family non-vacant sites have a similar lack of impediments to redevelopment. Specifically, many sites with existing single and multifamily residential uses are similar and can be grouped together for the purposes of the non-vacant sites analysis. The commercial sites are each majority underutilized surface parking lots prime for redevelopment. Previously, the City did not allow housing in the commercial areas. While there is no history of housing in these spaces, each of the selected commercial sites has a proximity to resources for food and education and will not impose any impediments to housing construction. The single-family sites are primarily older, low-density sites in largely residential areas. The religious non-vacant sites all have large, underutilized surface lots in excess of parking needs for the church structures. The many religious facilities linked to faith-based schools also have a commonality of excessive landscaping and parking with minimal existing development.

Based on the evidence provided below, as well as programs to remove constraints and promote residential redevelopment, the City finds that the existing uses on non-vacant sites are not an impediment to future residential development.

Commercial

The City will be rezoning all properties in the C-3, C-4, and M-1 zones to allow for residential/mixed-use development. While there will be significant capacity across all commercial sites, the City is only identifying sites where the property owner or manager has indicated some intent or interest in residential redevelopment, or feature large, underutilized spaces, such as parking lots.



The descriptions below summarize the existing uses, nearby resources, and conditions of the commercial properties included in the sites inventory.

Lakewood Center

The Lakewood Center occupies approximately 130 acres in the center of the City. Existing uses include:

- “big-box” retailers,
- an indoor mall, and
- expansive surface parking lots with high redevelopment potential.

The surface parking lots are heavily underutilized, and they provide multiple siting locations for new residential development.



The property owner, Macerich, is pursuing residential redevelopment on the site. The City and Macerich have held discussions about developing residential units within the Lakewood Center property. The property owner has also attended each outreach event the City has hosted regarding this Housing Element update.

City staff has been working with Macerich to identify a method to develop housing on the property, consistent with the framework of the updated Housing Element. Additionally, Macerich has engaged affordable housing developers, indicating that near-term affordable residential units is



likely. Based on the ongoing discussions and letter of support from the Macerich, the existing uses will not constrain redevelopment of the Lakewood Center.

The property is expected to accommodate 1,000 units, 200 of which are anticipated to be below market-rate (lower and moderate income). The property is also described above in the subsection *Commercial and Mixed-Use Properties: Lakewood Center*.

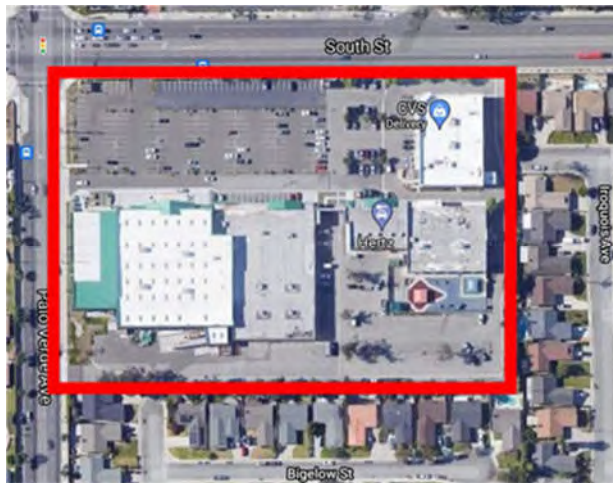


Palo Verde Avenue and South Street

The site on the corner of Palo Verde Avenue and South Street is currently occupied by:

- a drug store,
- a car rental, and
- a medical space now under construction.

All of the existing structures are single-story commercial spaces. The remainder of the site is used for parking or vehicle access. It is adjacent to a large residential zone on each side. The site is near an elementary school and a medical facility, making this location optimal for residential development as it is near necessary resources for residents. The realistic capacity is 141 units, which is supported by preliminary discussions with the property owner. The property owner is pursuing mixed-use





redevelopment of the site, and has submitted draft plans for a housing development project of 141 units.





Paramount Boulevard and Carson Street (NEC)

This smaller site at Paramount Boulevard and Carson Street currently includes:

- an Irish pub,
- a liquor store,
- a sandwich shop,
- and a large parking lot.

The site is adjacent to many restaurants, grocery stores, and medical facilities like dentists and veterinary hospitals. Redeveloping this site for residential use will allow future residents access to these proximate resources. The estimated site capacity is 36, which could realistically be achieved without displacing existing uses. The small commercial strip is visibly in need of repairs and is a small fraction of the total site area, meaning there is a large, underutilized surface lot that is likely to be redeveloped within the 6th Cycle. Redeveloping this aging site would benefit the surrounding community.

Existing uses on the site could impede development on the site depending on the length of individual leases. However, due to the presence of the large parking lot, which provides more than enough parking for the existing uses, it is likely that the parking lot would develop as housing over the course of the 6th Cycle, especially with the implementation of the 6th Cycle programs.





Paramount Boulevard and Del Amo Boulevard (SW Corner)

The site on the southwest corner of Paramount and Del Amo Boulevards is currently occupied by:

- a Tobacco and Vape shop,
- a cocktail bar,
- a tropical fish store, and
- a restaurant, with approximately two-thirds of this site being used as parking.

All existing structures are in a single-story commercial strip. In close proximity to this site are restaurants, grocery stores, and banking services that would be easily accessible for any residents when the site is redeveloped for residential use. This site is visibly in need of refurbishment and includes a large, underutilized surface parking lot, making it a realistic candidate for residential development.



Existing uses on the site could impede development on the site depending on the length of individual leases. However, due to the presence of the large parking lot, which provides more than enough parking for the existing uses, it is likely that the parking lot would develop as housing over the course of the 6th Cycle, especially with the implementation of the 6th Cycle programs. The realistic capacity is 18 units.





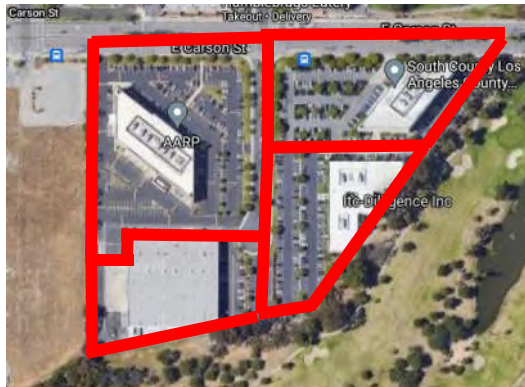
Watson Plaza

Watson Plaza is currently occupied by four multi-story office buildings that include government service offices, tax preparation, and trade consulting services.

In close proximity to this site are restaurants, grocery stores, and banking services that would be easily accessible for any residents when the site is redeveloped for residential use.

The majority of the plaza is an underutilized surface lot that presents high potential for conversion to residential use to maximize utilization. The total realistic capacity of this plaza is 695 units, though the different parcels may be developed independently or together.

Existing uses on the site could impede development on the site depending on the length of individual leases. However, due to the presence of the large parking lot, which provides more than enough parking for the existing uses, it is likely that the parking lot would develop as housing over the course of the 6th Cycle, especially with the implementation of the 6th Cycle programs.





Woodruff Avenue and Carson Street (Carwood Center)

Existing uses of the site on the corner of Carwood Center include a single-story strip mall with restaurants and dentist, spa, insurance broker, pet store, and fitness center, and substantial surface parking. The center has multiple vacancies and unoccupied space, and the property owner has expressed a desire to revitalize the property with a residential component. This, combined with the potential that the parking lot and single-story commercial space, make it a strong candidate for residential or mixed-use development. The realistic capacity is 60 units, which may be accommodated while retaining much of the existing commercial development.



Single-Family Residential

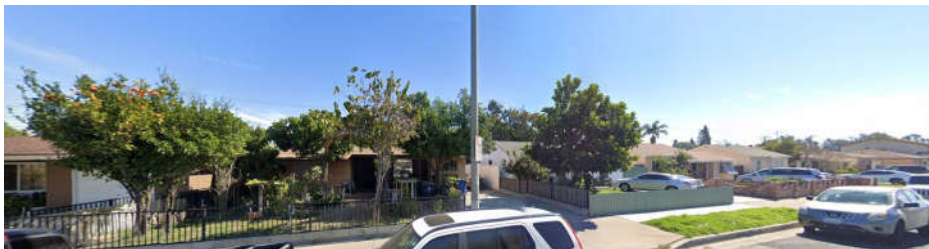
There are many sites with existing single-family uses and multi-family zoning that provide ample redevelopment opportunity. As a part of program A-1, these sites will be upzoned to accommodate additional units. The upzoning will also make the redevelopment of these sites more attractive financially feasible. Most of the multi-family zoned sites with existing single-family uses are located in east Lakewood and have very similar existing conditions. As existing uses do not vary significantly site by site, the section below describes two example sites with similar characteristics to other single-family homes in the area.

There are a total of 228 single-family sites included in the RHNA. These sites provide capacity for 656 units, mostly in the moderate and lower-income categories.



20822 Pioneer Boulevard

The single-family homes at 20822, 20826, 20832, 20836, and 20842 Pioneer Boulevard are all single story, 2-bedroom homes built between 1939 and 1941 on lots ranging between 0.15 and 0.17 acres. These low density, older sites are prime for redevelopment and smaller scale multi-family infill. The sites are also just north of a park and elementary school, with close proximity to car services, restaurants, and other resources beneficial to residents. They will be rezoned for 32 du/ac and are projected to accommodate moderate income units. The maximum net new capacity for each of these sites is four units, while the realistic new unit capacity potential is three units. These homes are already in a primarily residential area and have open land on site behind each unit available for development, making them strong candidates for accommodating additional housing.





21508 Roseton Avenue

The six, single-family units on Roseton Avenue were constructed in the early 1950s on lots ranging from 0.12 to 0.13 acres. These low density, older sites are close to grocery stores, health care facilities, and schools, so infill and increased density with redevelopment would allow more residents access to these nearby resources. Each will be rezoned for 32 du/ac and are projected to accommodate moderate income units. Each site has a realistic capacity for two net new units.





Religious Facilities

AB 1851 allows faith-based organizations to reduce or eliminate parking requirements when they seek to build affordable housing on land they own or lease. This bill also regulates parking requirements for religious facilities with the aim of using excess parking area for affordable housing. Specifically, this law takes the following actions:

- Prohibits a local agency from requiring the replacement of religious-use parking spaces that a developer of a religious institution affiliated housing development project proposes to eliminate as part of that housing development project.
- Prohibits the number of religious-use parking spaces requested to be eliminated from exceeding 50% of the number that are available at the time the request is made.
- Prohibits a local agency from requiring the curing of any preexisting deficit of the number of religious-use parking spaces as a condition of approval of a religious institution affiliated housing development project.
- Requires a local agency to allow the number of religious-use parking spaces that will be available after completion of a religious institution affiliated housing development project to count toward the number of parking spaces otherwise required for approval.
- Prohibits a local agency from denying a housing development project proposed by a religious institution, or a developer working with a religious institution, solely on the basis that the project will reduce the total number of parking spaces available at the place of worship provided that the total reduction does not exceed 50% of existing parking spaces.
- Authorizes a local agency to require up to one parking space per unit for a religious institution affiliated housing development project.

City staff has received positive feedback from faith leaders in the community about their desire to provide affordable housing services with at least one institution with excess parking expressing interest in having their site included in the City's sites inventory. This facility has similar characteristics as the other faith-based institutions included in the sites inventory. Nearly all of the religious facilities have extensive amounts of surface parking and landscaping that are suitable for re-use and re-development for housing. Additionally, the site whose representatives requested it to be included is similar in age to other sites in the inventory – all are more than 20 years old, with most having structures dating to the 1940s through 1960s. Based on these shared characteristics, the existing uses are not anticipated to create impediments to redevelopment. The existing religious uses have potential to be redeveloped and reconfigured to maintain the existing use, while still accommodating new housing units on the same site.

To this end, the Housing Element includes a rezoning program that would capture religious facility properties that meet size and location criteria. The City will update its parking ordinance to reflect



the requirements contained in AB 1851. There are a total of 25 religious facility parcels included in the inventory, which have a combined realistic capacity of 1,402 units.

3114 South Street

The site located at 3114 South Street currently includes, on a cumulative site area of 4.1 acres:

- an underutilized plot,
- a large parking lot, and
- a church.

The church building is a small fraction of the total site and is a single-story establishment built in 2003. While the structure was recently constructed, the property contains ample room to accommodate new residential units by developing the vacant portion and the parking lot. This property will be rezoned to a density of 50 du/ac to incentivize and allow for residential redevelopment. As discussed above, recent changes to state law will help facilitate the conversion of surface parking lots to housing, while the existing use may be maintained on site. The maximum unit capacity for this site is 205 units, while the realistic capacity for this site is 153 units. The site is directly adjacent to healthcare facilities and a grocery store, making it a prime location for residential use.





St. Pancratius Place



The three adjacent identified parcels on St. Pancratius Place are currently comprised of a church, a church-owned school, a baseball field, a basketball court, and green space over a 9.6 acre site. Much of the site is currently used for surface parking and offers high potential for residential redevelopment. The existing structures are older, having been built in between 1947 and 1954. The two larger sites will be rezoned to a density of 50 du/ac to accommodate moderate income units. The smallest site will be rezoned to a density of 32 du/ac for lower income units. The maximum net new unit capacities for these sites are 136, 245, and 8 while the realistic capacities for these sites are 102, 245, and 5 units, for a total of 352 units. These sites are realistic for near-term development as they contain large surface parking lots and undeveloped land that may be converted to housing without removing the existing school or religious use. Additionally, the site is located adjacent to other higher intensity uses, including another elementary school, a regional medical center, and a grocery store. The proximity to these resources makes the site a strong candidate for either partial or whole residential redevelopment.



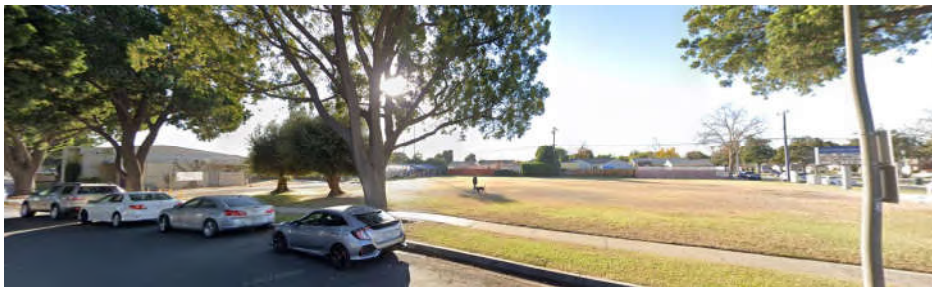


Hayter Avenue

The proposed sites at Hayter Avenue are currently occupied by two religious facilities. The northern parcel is 2.7 acres, while the southern parcel is 1.8 acres, for a total site area of 4.5 acres. Existing structures were constructed in the late 1950s to early 1960s and are generally single-story wood-framed buildings. The southern parcel has a small, two story building currently used for meetings and classes. Given the existing age, conditions, and footprint of these structures, they would not create impediments to site redevelopment.

Additionally, the sites have significant amounts of underdeveloped land, with approximately 40 percent of the land used for surface parking, and 25 percent used for landscaping. These areas provide significant opportunity for residential redevelopment across the site.

These sites will be rezoned for a density of 50 du/ac to facilitate the development of lower income units. The maximum net new unit capacities are 132 and 89, but the realistic capacities for these sites are 98 and 66 units, for a total capacity of 164 units. These units could potentially be accommodated through either whole or partial site redevelopment. These sites are appropriate for residential development because they are located in close proximity to the Lakewood Center and surrounding commercial developments, as well as transit stops and institutional uses.





5650 Dunrobin Avenue

The site at Dunrobin Avenue is currently occupied by a church, landscaping, and a parking lot over 1.25 acres of land. The structures were built in 1962 and include a two-story building used for classrooms/offices and a chapel. The site currently has three existing units.

This site will be rezoned to M-F-R with a density of 50 du/ac to accommodate up to 59 units of lower-income housing, with a realistic capacity of 44 units. Its central location to multiple commercial facilities, parks, and schools, make it an excellent candidate for additional housing. The large amount of landscaping and surface parking could re-purposed for housing development.





Woodruff Avenue

The sites at Woodruff Avenue are currently occupied by a church built in 1956, a single-story church-owned school built in 1954, and a parking lot. The older site and underutilized surface lot would benefit from increased use and redevelopment. It will be rezoned to M-F-R with a density of 50 du/ac for lower income housing in the larger parcel, and a density of 32 du/ac for moderate income housing in the smaller parcel. The maximum net new unit capacities are 149 and 6 units but the realistic capacities for these sites are 111 units and 5 units.

The site is near an elementary school, a high school, and a commercial space with child-care and grocery stores. The close proximity to these resources makes the site prime for residential development.





21225 Bloomfield Avenue

The east half of the site on Bloomfield Avenue is occupied by a new sanctuary and fellowship hall completed in 2021 and a classroom building completed in 2011. The west half of the site is a parking lot.

It will be rezoned to 50 du/ac for lower income housing. The maximum unit capacity for each of these sites is 72, while the realistic capacity potential is 54 units. The site is next to an elementary school, with a shopping center nearby with food and banking services, making it a site where residents would have access to necessary resources. Given the large amount of surface lot this site, it is a realistic candidate for redevelopment to residential, in order to maximize the utilization of the site.





Multifamily Residential

In general, the City did not include substantially developed multi-family properties in the sites inventory. However, there are a limited number of sites with strong potential for residential redevelopment under the planned zoning densities. There are a total of 21 properties with more than one existing unit, which provide a realistic capacity of 170 units. Most of these properties are similar, so two sites that exemplify the existing conditions of the sites are described below.

11342 215th Street

The site at 11342 215th Street is currently a low-intensity multi-family development with three units in three detached single-family structures. The oldest of these units was built in 1953, meaning the site would benefit from newer development. The site is already used for multifamily residential purposes, and is located near a grocery store, bank, elementary school, and restaurant hub, making it prime for increased residential development. It will be rezoned for 40 du/ac and is expected to accommodate nine moderate income housing units. Furthermore, the property is surrounded by multi-family development, indicating that the neighborhood is attractive and desirable for new housing. Given the site's existing uses, residential location, and proximity to resources like schools and restaurants, this is a strong candidate for future infill. To reduce the likelihood of existing residents being displaced, program C-8 has been added to prevent displacement ensure that when existing housing is demolished, at least an equivalent number of units at the same level of affordability as the existing units are created as replacements.





20830 Seine Avenue

The sites located at and surrounding 20830 Seine Avenue are currently low intensity multifamily developments. 20830 has three units across two structures. One unit was built in 1929, and the others were constructed in the late 1950s to early 1960s, indicating that the existing older buildings may be ripe for redevelopment. It will be zoned for 40 du/ac and is expected to accommodate six moderate income housing units. These units could potentially be constructed within the backyards of these sites, with little to no existing units being removed.



The site is adjacent on both sides to other underutilized multifamily properties, making this site a strong candidate for future infill, especially if the adjacent sites are consolidated with this site to create a larger project. Additionally, the site is central to an elementary, middle, and high school, which provides needed access to resources for potential residents of a new development.





B. OPPORTUNITIES FOR ENERGY CONSERVATION

The need to conserve energy has increased as a result of rising prices for energy, combined with a growing awareness of non-renewable resources. As a predominantly residential community, Lakewood has a special awareness of the need for energy conservation. When energy conservation methods are built into new home construction and room additions, Title 24 often governs those improvements. Title 24 came about as a result of the Public Resources Code Section 25402 which directs the California Energy Commission to “prescribe, by regulation, building design and construction standards which increase the efficiency in the use of energy for new residential buildings and new nonresidential buildings.” The 2019 standards include the introduction of photovoltaic into the list of prescriptive standards, and also include improvements for attics, walls, water heating, and lighting. Furthermore, “the standards shall be cost effective, when taken in their entirety, and when amortized over the economic life of the structure when compared with historical practice.”

Benefits of Energy Conservation

The California Energy Commission’s Residential Manual clearly explains why it is advantageous for energy conservation techniques to be integrated with residential construction.

Comfort - Compelling reasons exist for more efficient energy use in buildings. Comfort is an important reason. If a house is drafty, even a large, modern furnace will not keep it comfortable on a winter day. On a hot summer day, no reasonable amount of air conditioning can maintain an appropriate sense of coolness in a room surrounded by clear glass windows without shading. The mechanical heating and cooling equipment are only part of the overall system that maintains a pleasantly comfortable indoor environment. The building shell (or envelope) is equally important, and energy efficiency helps ensure that new homes maintain a reasonable level of comfort. Additionally, the ability to self-power homes through photovoltaic technology would allow for a continuous supply of energy that is resilient to planned power-shut offs and unforeseen issues with the energy grid.

Economics - A second reason for energy efficiency is economics. For the homeowner, investing in building energy conservation helps to ensure that residential energy use is affordable both now and into the future. Providers of financing recognize the impact of efficiency through energy efficient mortgages. From a larger perspective, the less the State economy depends on non-renewable resources such as natural gas, coal and oil, the stronger and more stable it will remain in the face of increases in costs of those resources. Cost-effective investment in energy efficiency helps everyone.

Environment - A third benefit of energy efficiency is to the local environment. In many parts of the world, the need for more energy has led to oil spills, acid rain, smog and other forms of environmental pollution. California is not immune to these problems, but they would be worse today without appliance standards, building standards and utility programs in effect since the late 1970s. The benefits of reducing environmental damage also include less destruction of natural



habitats, which in turn helps protect animals, plants and the natural systems. Additionally, photovoltaic technology would allow for individual housing units to contribute to reducing reliance on fossil fuels.

Energy Conservation in Lakewood

Since the City is nearly 99 percent “built-out,” most energy conservation efforts directed towards reducing energy consumption include altering one’s behavior and making energy conscious purchases. This may include residents making a conscious effort to turn off lights when a room is unoccupied and adjusting thermostat levels. It may also include purchasing energy efficient refrigerators and other appliances.

Ongoing repairs and modifications may also be used to reduce energy conservation. Homeowners may replace windows with dual-glazed windows, weather-stripping and by adding attic insulation. Lakewood encourages the use of active solar systems, such as solar water heaters in an effort to conserve energy and lower energy costs. Construction of room additions must be Title 24 compliant. At the time that a room addition is being planned, consideration may be given to solar orientation and exposure. Under normal circumstances, the City offers “over the counter” approval for the installation of active solar systems without Development Review Board approval. The Development Review Board is Lakewood’s board responsible for consideration of architectural design.

Such efforts also apply to new construction. New homes and multi-family dwellings are required to be Title 24 compliant, and also must be designed to be solar-ready. Developers are encouraged to include solar orientation and passive solar building techniques in their designs. This also applies when a developer is filing a tentative parcel or tract map.

Incentives for Energy Conservation

The Southern California Gas Company, which supplies natural gas to Lakewood households, offers various energy saving tips and incentives for customers who purchase and install Energy Star appliances or insulation. The following are a list of energy efficiency programs offered by the utility:

- Home Energy Efficiency Rebate (HEER) Program offers cash rebates on qualifying energy efficiency upgrades and improvements made on single family homes, condominiums, or attached residential units (maximum of four);
- Multifamily Energy Efficiency Rebate (MEER) Program offers cash rebates for the installation of qualified energy-efficient products in apartment dwelling units and in the common areas of apartment and condominium complexes, and common areas of mobile home parks.



The Southern California Gas Company also offers the Direct Assistance Program (DAP) which provides no-cost weatherization services such as ceiling and pipe insulation and water heater blankets as well as furnace repair and replacement to qualified low-income customers.

The Southern California Gas Company also offers the Direct Assistance Program (DAP) which provides no-cost weatherization services such as ceiling and pipe insulation and water heater blankets as well as furnace repair and replacement to qualified low-income customers. The income qualifications are the same as those listed previously to qualify for Southern California Edison's EMA Program.

Southern California Edison (SCE), which supplies electricity to Lakewood households, offers programs such as the Energy Star Refrigerator Rebate program, the incentive programs for pool efficiency as well as home cooling and heating installation and maintenance rebates. SCE offers a range of programs designed to assist residential consumers with energy conservation:

- The Home Energy Efficiency Rebates (HEER) Program offers rebates on a first-come first-serve basis to residential customers for energy efficient cooling systems, water heaters and pumps, as well as appliances
- Residential Energy Efficiency Loan Program (REEL) for renters or homeowners to obtain attractive financing terms for energy efficient updates.
- Residential Solar Programs for single-family homes (DAC-SASH), Solar on Multifamily Affordable Housing and Multifamily Solar Housing (SOMAH & MASH).
- Edison SmartConnect is a smart metering system that facilitates energy efficiency by communicating directly with appliances and reducing the burden on the electric system as a whole during peak electricity usage.
- The Low Income Home Energy Assistance Program (LIHEAP) is a federally funded program aimed to assist low-income households that pay a high portion of their income to meet their energy needs. LIHEAP is funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services.
- COVID-19 Rent Relief helps income eligible households pay rent and utilities.

SCE also offers several programs with the potential to assist low-income residents with their electricity costs, including those that do so through energy conservation.

The Energy Management Assistance (EMA) Program helps income-qualified households conserve energy by covering the purchase and installation costs of energy-efficient appliances and equipment. To qualify, SCE customers must receive service through a residential electric meter and have an SCE service account, as well as meet income qualifications.



VI. HOUSING PLAN

A fundamental purpose of this Housing Element is to create a framework or guide for the specific actions that the City will assume in the future. This framework and the planned actions are the two components of the City's housing program.

In developing the framework for action, the City of Lakewood adopted a four-pronged approach to meeting the housing needs of the community and proposes to maintain this framework and improve upon it.

- **Housing Preservation and Improvement:** Preservation and improvements to the existing affordable housing supply and preserve the nature of Lakewood's residential neighborhoods.
- **Housing Development:** Development of new housing on sites suitable for residential use to expand the supply and choice of units for all household incomes.
- **Housing Assistance:** Assistance to low- and moderate- income households and households with special needs.
- **Equal Housing Opportunity:** All housing in the City will be available equally to all persons without restrictions based on race, color, ethnicity, national origin, religion, sex or marital status.

The Housing Plan includes the goals, policies and quantified objectives within each approach. The goals, policies, and quantified objectives which have been developed, and described herein, are intended to provide a practical and workable framework in which the Planning and Environment Commission and City Council may take action affecting housing and neighborhoods within the community.

A. SUMMARY OF QUANTIFIED HOUSING UNIT OBJECTIVES

According to Government Code Section 65583 (b), local governments housing elements are required to establish quantified objectives for the maximum number of housing units which can be constructed, rehabilitated, and conserved over a five-year time frame. The objective for units to be conserved should include a subtotal for the number of at-risk units developed pursuant to Government Code Section 65583 (a)(9)(A).

Table 40 presents the Housing Element's quantified housing objectives for the 2021-2029 projection period.



Table 40: Quantified Objectives, 2021-2029

Category	Extremely Low Income	Very Low Income	Low Income	Moderate Income	Above-Moderate Income	Total Objective
New Construction	200	200	400	400	400	1,600
Rehabilitation ¹	10	10	10	10	10	50
Preservation of Units at Risk	125	125	125	125	0	500

¹ Continue Single Family Rehabilitation Loan Program at current levels as allowed by available funding (approximately 9 loans per year). Populated figures are estimated averages for each category

B. GOALS AND POLICIES

The goals, policies, and quantified objectives for the Housing Element have been developed recognizing the community needs and resources. Where appropriate, these key housing guidelines have been developed consistently with other elements of the General Plan, as well as other planning and policy documents for the City.

Housing Preservation and Improvement

Preservation and improvement of the existing housing stock, particularly housing that is affordable to low- and moderate-income households, is an essential element of meeting the housing needs of the community. It is important to the health, safety, and welfare of the City's residents that their dwellings be maintained. Proper maintenance helps preserve and protect the home while providing a decent and suitable living environment. The following goals, policies and quantified objectives shall guide the on-going preservation and improvements of the City's existing housing stock.

GOAL 1.1 PRESERVE AND IMPROVE THE EXISTING AFFORDABLE HOUSING STOCK

GOAL 1.2 PRESERVE AND IMPROVE THE RESIDENTIAL NEIGHBORHOOD ENVIRONMENTS THAT PROVIDE A HIGH QUALITY OF LIFE FOR ALL LAKEWOOD RESIDENTS

Policy 1.1 Reduce the amount of substandard housing units through measures such as rehabilitation, code enforcement, and new construction.

Policy 1.2 Actively engage in identifying substandard and deteriorating housing and take appropriate actions to ensure correction of these deficiencies, such as initiating rehabilitation, maintenance, or replacement programs.

Policy 1.3 Protect viable housing and the continued maintenance and stabilization of healthy neighborhoods.

Policy 1.4 Encourage and/or stimulate conservation of existing residential areas and, where possible, minimize or prevent the intrusion of incompatible uses into the neighborhoods.

Policy 1.5 Promote rehabilitation which maximizes the utility of the existing housing stock.



- Policy 1.6** Provide or assist in obtaining rehabilitation loans and grants, counseling and other follow-up services as needed.
- Policy 1.7** Support revisions of income and property tax laws to encourage housing stock rehabilitation and to discourage the continuation of substandard housing.
- Policy 1.8** Encourage private, and as appropriate, public investment in existing housing through home improvements that expand and enhance the functionality and beauty of the home as well as extend the life of the home.
- Policy 1.9** Encourage a full range of public improvements and services to provide for the needs of all residential neighborhoods.
- Policy 1.10** Maintain existing liberal regulations concerning non- conforming buildings and setbacks to encourage low-cost expansion of existing housing.
- Policy 1.11** Maintain and refurbish the City's hardscape and landscape in order to preserve and enhance neighborhood ambiance and safety.
- Policy 1.12** Maintain and ensure the continued existence of valuable amenities which provide beauty, identity and form to the City and all neighborhoods within the community.

Housing Development

In adopting these goals, policies and objectives, the City is communicating to both the community at large and the home building industry the guidelines in developing new housing within the City. The goals and policies for housing development have been refined and updated to reflect current resources and constraints. The adopted goals and policies for housing development reflect the community's desires for the City relative to the development of housing in numbers, type, density, and other qualities of importance to the residents of this community.

- GOAL 2.1 DEVELOP HOUSING TO MEET THE IDENTIFIED LOCAL HOUSING NEEDS OF THE COMMUNITY WHILE MAINTAINING AND PROVIDING A HIGH QUALITY OF LIFE FOR ALL LAKEWOOD RESIDENTS.**
- GOAL 2.2 DEVELOP THE MAXIMUM NUMBER OF NEW HOUSING UNITS POSSIBLE TO MEET LAKEWOOD'S FAIR SHARE OF REGIONAL HOUSING NEEDS AS IDENTIFIED IN THE SCAG REGIONAL HOUSING NEEDS ASSESSMENT.**
- GOAL 2.3 ACHIEVE COMPLIANCE WITH ENERGY CONSERVATION MEASURES TO BE INCLUDED IN NEW HOUSING DEVELOPMENTS.**
- GOAL 2.4 PROVIDE SUITABLE SITES FOR HOUSING DEVELOPMENT**

- Policy 2.1** New housing construction should be oriented to both the ownership and rental markets and should strive towards meeting Lakewood's housing needs.



- Policy 2.2** Attain new housing construction over a range of prices and rents in accordance with projected housing demand.
- Policy 2.3** Encourage development under the provisions of the zoning regulations.
- Policy 2.4** Encourage a variety of housing arrangements and densities, each appropriately located with reference to traffic circulation, community facilities, and aesthetic considerations.
- Policy 2.5** Assure that new housing development has design and appearance consistent with standards established by the City's Development Review Board.
- Policy 2.6** Encourage the remodeling of and additions to existing housing as a means of providing "new" housing in existing subdivisions.
- Policy 2.7** Insist that all new housing units have those qualities and amenities that will continue to make them competitive on the private market and compatible with the community.
- Policy 2.8** Encourage a balance of housing in a variety of types which provide a range of housing affordable to households at all economic levels. The balance of housing promoted would include townhouses, cluster developments, condominiums, apartments, and single-family dwellings.
- Policy 2.9** Encourage and increase the variety and supply of housing available and at costs affordable to the various income levels of the population.
- Policy 2.10** Encourage continued and new investment in the established communities of Lakewood.
- Policy 2.11** Encourage the assemblage and consolidation of existing small parcels in areas which permit higher density. Larger parcels can better accommodate increased density housing, through a more efficient use of space, while allowing for aesthetic amenities and greater use of open space.
- Policy 2.12** Encourage the consolidation of multiple land ownership by private or public means into single ownership. This will facilitate the use of contemporary planning techniques in providing multiple-family residences with greater amenities and enhance the quality of life for the citizens of Lakewood.
- Policy 2.13** Cooperate with private housing producers wherever justifiable to reduce the overall cost of housing units.
- Policy 2.14** Support efforts to develop and implement cooperative ownership and other nonprofit mechanisms as a means of reducing construction, selling, and reselling housing costs.



Policy 2.15 Encourage the design and construction of new homes and rehabilitation of existing homes in accordance with energy saving criteria.

Housing Assistance

The inclusion of programs designed to provide housing assistance is an integral component of the Housing Element. The City of Lakewood recognizes that there are unmet housing assistance needs within the community and will continue to focus efforts in providing housing assistance to the City residents.

GOAL 3.1 PROVIDE HOUSING ASSISTANCE NEEDS OF LAKEWOOD RESIDENTS

- Policy 3.1** Make provisions for all low-income families to receive or to be advised of the existence of any of a variety of special housing subsidies which are now available or are expected to be available in the future. Maximum advantage will especially be taken of home ownership programs.
- Policy 3.2** Urge private developers to include the maximum number of publicly-assisted housing units determined to be economically and socially feasible within all future development programs.
- Policy 3.3** Discourage overcrowding by directing existing housing subsidies to families whose income would otherwise prevent them from occupying sound housing of the proper size.
- Policy 3.4** Encourage the production of a sufficient number of assisted and market rate large-size housing units to meet reasonable projections for large-size families.
- Policy 3.5** Develop elderly housing throughout the City. Where both publicly-assisted family and elderly housing may be developed, elderly housing should have priority, since site locations available for this kind of household are limited.
- Policy 3.6** Meet resident housing needs to the maximum extent possible, with appropriate emphasis on the special needs of elderly, persons with disabilities, and disadvantaged population.
- Policy 3.7** Encourage and enable others to provide assistance and necessary support services to residents and persons with special needs to successfully function as full members of the community.

Equal Housing Opportunity

The preservation of housing is different than housing maintenance in that it is concerned with preserving the number of housing units that currently exist. It is also concerned about preserving the level of affordability that currently exists. The following goal, policy and quantified objective shall guide the City in the area of housing preservation.



GOAL 4.0 PROMOTE HOUSING OPPORTUNITIES FOR ALL PERSONS REGARDLESS OF RACE, COLOR, ETHNICITY, NATIONAL ORIGIN, RELIGION, SEX OR MARITAL STATUS

- Policy 4.1** Continue to support the City's Fair Housing program to provide a comprehensive community education program on fair housing issues and laws and counseling pertaining to fair housing and landlord-tenant issues.
- Policy 4.2** Encourage the development of multi-family housing throughout the central and west areas of the City.
- Policy 4.3** Increase accessibility of planning documents and meetings by including materials and presentations in multiple languages, multiple times, and various areas of the City.

VII. HOUSING PROGRAMS

A. HOUSING PRODUCTION

Number	Title	Action	Responsible Party	Funding Source	Timeline
A-1	Availability of Adequate Sites for New Housing for Regional Housing Needs Allocation (RHNA)	<p>Rezone to ensure that the City fully meets RHNA capacity within three years of the adoption of the housing element, including a buffer of 15% of the RHNA to ensure adequate capacity.</p> <p>As a part of the rezoning to meet adequate capacity, adopt a mixed-use ordinance for at least 125 acres of commercially zoned land and increase multi-family densities to 30 du/ac-50 du/ac (depending on parcel size) for at least 83.5 acres to ensure that the total RHNA shortfall of 3,540 units is met. Implement program A-4 to meet the requirements of GC 65583.2(c), (h), and (i).</p>	CDD	General Fund	Within three years of Housing Element adoption
A-2	No Net Loss Monitoring	<p>To ensure that the City monitors its compliance with SB 166 (No Net Loss), the City will develop a procedure to, and will, track:</p> <ul style="list-style-type: none"> • Unit count and income/affordability assumed on parcels included in the sites inventory. • Actual units constructed and income/affordability when parcels are developed. • Net change in capacity and summary of remaining capacity in meeting remaining RHNA. 	CDD	General Fund	Within one year of Housing Element adoption
A-3	Surplus Lands/Affordable Housing on City-Owned/Successor Agency Sites	<p>Assess City-owned properties for their potential redevelopment or development for residential uses that include housing for extremely low-income households and those with special needs such as seniors and persons with disabilities. Implement the Surplus Lands Act to annually review city-owned parcels and provide affordable housing developers the first right of refusal for designated surplus lands.</p>	CDD	General Fund	Annual review in conjunction with the review of Surplus Lands.

Commented [AA2]: Do we need to change the timing on here, considering we missed the HCD deadline for certification, which accelerates when we have to complete the rezoning? I'm just asking the question. I would like to keep the language as is, but not sure how HCD would react to it.



Number	Title	Action	Responsible Party	Funding Source	Timeline
A-4	By-Right Approval of Projects with 20 Percent Affordable Units on “Reuse” or rezoned lower income sites	Pursuant to GC 65583.2(c), amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent “reuse sites” previously identified in the 4th and 5th cycles Housing Element. Pursuant to 65583.2(h), establish a by-right process for sites that were rezoned to meet the lower-income RHNA shortfall, ensure development standards permit at least 16 units per site at a density of 20 units per acre.	CDD	General Funds	Within one year of Housing Element adoption
A-5	Minimum Density	Amend the Zoning Ordinance to establish minimum densities to ensure that parcels are developed close to their maximum densities (at 75%) to prevent substantial net loss of any residential units and encourage higher density/more affordable building typologies.	CDD	General Fund	Within one year of Housing Element adoption
A-6	Inclusionary Housing Ordinance	Conduct an inclusionary zoning feasibility study to identify appropriate inclusionary requirements that will not constrain housing production. Develop and amend the Zoning Ordinance to establish inclusionary housing requirements so that new developments reserve up to 15 percent of the total units for lower- and moderate-income households.	CDD	General Fund	Within three years of Housing Element adoption
A-7	ADU Tracking and Monitoring	Continuously track the City's progress for ADUs. Each year, analyze the affordability of ADUs built in the City. Within the Housing Element period, assess whether additional strategies are necessary to increase ADU production. If annual production and affordability rates do not match the estimates included in the Housing Resources Section, update the RHNA strategy to ensure that the City continues to maintain adequate capacity for all income-levels. In the event of an ADU shortfall that results in a net loss of units below the RHNA, adopt another ADU program within six months to facilitate additional ADU production.	CDD	General Fund	Maintain tracker as ADU permits are submitted. Review strategies annually as part the Annual Progress Report process



Number	Title	Action	Responsible Party	Funding Source	Timeline
A-8	Single Room Occupancy	Explore the expansion of SROs in other zones including conditional permitting in MFR and Commercial zones.	CDD	General Fund	Within two years of Housing Element Adoption
A-9	Lakewood Mall Redevelopment	Actively collaborate with the owner/future developer of the Lakewood Mall property to obtain and incorporate feedback about the proposed mixed-use ordinance, proactively address development constraints, and ensure that site planning and development may move forward in a timely manner. The City will proactively engage with the property owner to promote residential development, including affordable housing, on the site, including by facilitating parcel subdivision and allowing land-use intensities that are conducive to affordable housing development.	CDD	General Fund	Within three years of housing
A-10	Outreach and Technical Assistance to RHNA Site Owners	To promote and facilitate the near-term development of RHNA sites, the City will proactively conduct outreach annually to inform property owners of residential development potential and provide technical assistance and coordination for property owners and housing developers on RHNA sites. Technical assistance may include connecting owners/developers with financial incentives, and education on available regulatory concessions (e.g. density bonuses, ministerial review) to encourage the development of housing for lower-income and special needs households. Technical assistance may also include consultation with City staff on avenues for rehabilitation of existing units to implement accessibility improvements.	CDD	General Fund	Within six months of housing element adoption, annually thereafter
A-11	Evaluation of Programs	The City will evaluate the progress of the Housing Element programs on an annual basis as part of the Housing Element Annual Progress Report process. Additionally, the City will conduct a comprehensive evaluation of program implementation and effectiveness in 2025 as a mid-cycle assessment.	CDD	General Fund	Annual APR update and mid-cycle evaluation in 2025.

B. CONSTRAINT REMOVAL

Number	Title	Action	Responsible Party	Funding Source	Timeline
B-1	Permit Streamlining	Establish and implement expedited permit processing for affordable housing projects, including projects that qualify for density bonuses (in compliance with SB 35 and SB 330). Advertise the expedited permit process on the City's website and circulate a notice with the Building Industry Association and Chamber of Commerce.	CDD	General Fund	Within two years of Housing Element adoption
B-2	Zoning and General Plan Densities	Amend the Zoning Ordinance to ensure that the maximum density allowed the General Plan is achievable (Housing Accountability Act/AB 3194).	CDD	General Fund	Within one year of Housing Element adoption
B-3	Density Bonus Updates	Amend the Zoning Ordinance to update density bonuses to meet current state requirements (AB 2345, SB 1763, SB 1227).	CDD	General Fund	Within one year of Housing Element adoption
B-4	Objective Standards	Pursuant to SB 330, review and amend the Zoning Ordinance and DRB handbooks to ensure development standards, design guidelines, and findings are objective, promote certainty in the planning and approval process.	CDD	General Fund	Within one year of Housing Element adoption
B-5	Development Standards Review and Revision	Concurrently with program A-1 and B-4, study and revise development standards in multi-family districts to facilitate the development of properties at their maximum densities. Specifically amend: <ul style="list-style-type: none"> • Open Space Requirements • Minimum Parking Standards • Height Limits • Lot Coverage (Elderly and Disabled Housing) • ADA Unit Location Requirements (Elderly and Disabled Housing) 	CDD	General Fund	Within three years of Housing Element Adoption
B-6	Manufactured Home Streamlining	Amend the Zoning Ordinance to streamline provisions to build or use pre-fabricated units/ mobile homes on permanent foundations.	CDD	General Fund	Within one year of Housing Element adoption
B-7	Efficiency Units and Minimum Unit Sizes	Amend the Zoning Ordinance to revise the minimum required unit area for multi-family units. Ensure that provisions for efficiency units are consistent with AB 352 (2017).	CDD	General Fund	Within three years of Housing Element Adoption
B-8	Energy Efficient Project Streamlining	Offer reduced plan check times and plan check/building permit fees for projects that use resource-efficient construction materials, water conservation measures, and increased energy efficiency in new and remodeled residential and commercial buildings.	CDD	General Fund	Within one year of Housing Element adoption



Number	Title	Action	Responsible Party	Funding Source	Timeline
B-9	ADU Ordinance Update to Meet State Law	Amend the Zoning Ordinance to address multiple changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an annual basis and revise the Zoning Ordinance as appropriate.	CDD	General Fund	Within one year of Housing Element adoption, and annually thereafter
B-10	Preapproved ADU Plans	Create and make available to the public a set of Preapproved Plans for ADUs to facilitate production and ADUs available to lower-income households by reducing costs to applicants.	CDD	General Fund LEAP Grant	Within three years of Housing Element adoption
B-11	Public Fees, Standards, and Plans Online	Pursuant to AB 1483, the City will compile all development standards, plans, fees, and nexus studies in an easily accessible online location. The City will update its zoning and general plan maps to provide a high quality, parcel-specific reference.	CDD	General Fund	Within three months of Housing Element adoption
B-12	Roadway Widening and Dedication Relief	Identify which substandard streets and alleys contain fire hydrants, utility poles, catch basins and similar impediments, the relocation of which would otherwise cause a development to be economically infeasible, and prepare a code amendment providing relief from dedication requirements under those situations.	CDD	General Fund	Within one year of Housing Element adoption
B-13	Diversity of Land Use Designation and Building Type	Maintain a mixture of residential land use designations and development regulations that accommodate various building types and styles, including but not limited to: small lot single family homes; tiny homes; detached condominiums; townhomes; duplex/triplex/multiplex; courtyard apartments; bungalow courts; live/work units; mixed-use projects; moveable tiny homes; 3D printed homes; and new prefabricated housing types that meet state and local building code standards. Continue to explore innovative building types and housing options that can be implemented through the City's Zoning Ordinance by reviewing development designators and designations and amend as appropriate.	CDD	General Fund	Within three years of Housing Element Adoption

C. HOUSING PRESERVATION AND IMPROVEMENT

Number	Title	Action	Responsible Party	Funding Source	Timeline
C-1	Single-Family Residential Rehabilitation Loan Program	Provide funding in the form of zero/low interest loans to lower-income households for housing maintenance and repair. Provide 8 grants/loans annually throughout the cycle for an overall goal of 64 housing rehabilitation loans used to assist lower-income households. In conjunction with program G-1, distribute information on grant/loan eligibility and application process by publishing resources on the City's website and the Lakewood e-magazine.	Community Development Division (CDD)	Community Development Block Grant (CDBG)	Annually, CDBG funding allocation
C-2	Fix-Up/Paint-Up Program	Provide minor home repair grants to qualified low-income homeowners. Provide 6 grants annually for a goal of 48 total grants distributed through the 6 th cycle. In conjunction with program G-1, distribute information on repair grant eligibility and application process by publishing resources on the City's website and the Lakewood e-magazine.	CDD	CDBG	Annually, CDBG funding allocation
C-3	Energy and Resource Conservation Program	City staff to refer residents to the Gas Company and Edison for rebates. The City's Department of Water Resources continues to offer rebate program. The City of Lakewood Department of Water Resources offers a rebate of \$1 per square foot of turf removal, for up to \$800 in rebates per household. The Metropolitan Water District (MWD) offers rebates for high-efficiency washing machines or toilets, rain barrels, rotating nozzles for pop-up sprinkler headers, weather-based irrigation controllers, and soil moisture sensor systems. In conjunction with program G-1, distribute information on rebate program eligibility and application process by publishing resources on the City's website and the Lakewood e-magazine.	Southern California Gas Company, Golden State Water Company and Southern California Edison City of Lakewood Water Fund	General Fund	Annually allocate funds during budgeting process, ongoing
C-4	Lakewood Beautiful Residential Awards Program (Sustainable Landscaping)	Recognize the positive values represented in a well-kept home by honoring well maintained and sustainable homes at an annual reception. This includes grouping plants by water need, using drought tolerant native plants, and water permeable ground cover. Awards recognize the various ways to successfully implement and maintain sustainable and drought friendly landscaping. Applications are available in utility bills and online. There is no limit to the number of homes that can be recognized.	Lakewood Department of Water Resources	General Fund and Prize Sponsors	Annually, in the 3 rd quarter
C-5	Condominium Conversion Regulations	Continue to enforce the regulations prohibiting the conversion of apartment developments to condominiums based on vacancy rates. Continue to require condominiums to establish an owners' board that has a dedicated fund for maintenance.	CDD	General Fund, Development Application Fees	Ongoing



Number	Title	Action	Responsible Party	Funding Source	Timeline
C-6	Preservation of At-Risk Housing	Implement the following strategies to preserve projects identified as being at risk of converting to market-rate housing: <ul style="list-style-type: none"> Monitoring project status annually. Notify property owners annually about compliance with the extended noticing requirement (three year, one-year, and 6 month Notice of Intent) under state law. Include preservation as an eligible use in Notices of Funding Availability. If below-market rate units appear to be at risk of conversion, work with qualified operators, HCD, and the property owners to preserve the housing for lower-income households. 	CDD	General Fund	Ongoing, annual monitoring and noticing
C-7	CDBG Allocations	When allocating CDBG funding, consider use of the funds for preserving at-risk units, if and when it becomes necessary.	CDD	CDBG	Ongoing, annual CDBG allocation
C-8	Displacement Prevention Ordinance	Pursuant to GC 65583.2(g)(3) and 65915(c)(3), ensure that when existing housing is demolished, at least an equivalent number of units at the same level of affordability as the existing units are created as replacements. The City will work closely with owners/developers to make a good-faith effort to locate replacement units in the same neighborhood as the demolished unit.	CDD	General Fund	Ongoing, as needed
C-9	Enhanced Code Enforcement	The City's Community Conservation Representatives will continue to investigate potential code violations, and work with property owners to resolve violations or unsafe conditions. As a part of the enhanced code enforcement program, community representatives will connect property owners/tenants with the City's financial resources (see programs C-1 and C-2), notify them of tenants' rights, and provide assistance in resolving the code violation.	CCR	General Fund	Ongoing
C-10	Neighborhood Preservation Program	Focus CDBG funding on deteriorating or dilapidated areas throughout the City to preserve and improve the City's environmental quality, with priority on East Lakewood, and in conjunction with programs F-1 and F-2 which define specific place-based improvements. The Neighborhood Preservation Program serves CDBG-eligible areas and approximately 500 low and moderate-income households.	CDD	CDBG	Annual CDBG allocation
C-11	Neighborhood Clean Up Program	The City will continue to identify specific areas that would benefit from this program and provide up to six neighborhood clean-ups annually.	CDD CCR	General Fund	Annually

D. HOUSING ASSISTANCE

Number	Title	Action	Responsible Party	Funding Source	Timeline
D-1	Housing Choice Vouchers	Continue to assist eligible, low-income households in receiving Housing Choice Voucher assistance. Market housing vouchers and inform landlords that discrimination based on source of income (including vouchers) is prohibited. City will continue to offer this assistance by maintaining a contract with a Fair Housing Service Provider.	CDD	LIHTC CalCHA bonds CHFA HOME	Continuous and ongoing
D-2	Affordable Housing and Services Funds. Funding strategies for affordable housing and supportive services includes	Allocate funding competitive process or issue Notice of Funding Availability (NOFA), in an equitable manner for affordable housing development, acquisition, rehabilitation, and/or supportive services. Pursue funding sources for affordable housing through LIHTC, CalCHA bonds, CHFA, HOME Investment Partnership Program, etc. for affordable housing.	CDD	LIHTC CalCHA bonds CHFA HOME	Continuous and ongoing
D-3	Landlord - Tenant Mediation	Continue to contract with a fair housing specialist to provide fair housing and landlord/tenant mediation services. Distribute information about these services to tenants through a variety of media and online outlets, namely the City website, the Lakewood community digital magazine, and paper materials at the Civic Center.	CDD	Fair Housing Specialist General Fund	Continuous and ongoing
D-4	Water Assistance Voucher and Exemption (WAVE) Program	The WAVE program provides financial assistance to residents facing financial hardship with their water bills. Qualified residents receive a reduction in their bi-monthly water bills and exempts them from the Utility Users Tax. The City will continue to offer the WAVE program to qualifying residents.	Administrative Services Department and Lakewood Department of Water Resources	WAVE program funds	Continuous and Ongoing
D-5	Housing for Persons with Disabilities	Create a process within one year of the adoption of the Housing Element for making requests for reasonable accommodation to land use and zoning decisions and procedures regulating the siting, funding, development and use of housing for people with disabilities.			Within one year of Housing Element Adoption

E. SPECIAL HOUSING NEEDS

Number	Title	Action	Responsible Party	Funding Source	Timeline
E-1	Fair Housing Education and Counseling	Provide education and literature on fair housing, resolving disputes; providing Health, Safety and Building referrals; distributing landlord/tenant guidebooks printed by the Department of Consumer Affairs; provide Housing Choice Voucher Assistance referrals; providing counseling and resolution of housing discrimination complaints.	CDD	General Fund, CDBG	Continuous and ongoing
E-2	Housing for the Elderly and Persons with Disabilities Program	Continue to allow housing for the elderly, disabled, and developmentally disabled with reduced and flexible development standards. Amend the Zoning Ordinance to allow licensed adult care facilities in the M-F-R zone by right. Review CUP standards for residential care facilities to ensure that the standards are objective and focused on protecting the health, safety, and welfare of the residents of these facilities.	CDD	General Fund	Within one year of Housing Element adoption
E-3	Emergency Shelters	Amend the Zoning Ordinance to modify the parking requirements for emergency shelters to ensure that they are only based on the number of staff. Amend the emergency shelters code to ensure that shelters are not subject to standards that do not apply to other uses in the M-2 zone, including but not limited to a 500-foot residential buffer.	CDD	General Fund	Within one year of Housing Element adoption
E-4	Low Barrier Navigation Centers	Pursuant to SB 48, amend the Zoning Ordinance to establish provisions for low-barrier navigation centers (LBNCs). Allow LBNCs that meet specific objective requirements by-right in areas zoned for mixed-uses.	CDD	General Fund	Within one year of Housing Element adoption
E-5	Transitional and Supportive Housing	Pursuant to AB 2162 and AB 2988, supportive housing meeting certain criteria must be permitted by-right where residential uses are permitted, including mixed-use and nonresidential zones. Permit transitional and supportive housing as a residential use in all zones allowing residential uses and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone. Review AB 2162 and amend Zoning Ordinance to ensure compliance.	CDD	General Fund	Within one year of Housing Element adoption
E-6	Reasonable Accommodation	Amend the Zoning Ordinance to provide reasonable accommodations for accessibility approvals that do not align with the strict interpretation of the zoning code.	CDD	General Fund	Within one year of Housing Element adoption
E-7	Planned Development and Specific Plan Zoning	Promote Planned Development and Specific Plan zoning tools to achieve better development through a flexible zoning approach by engaging with project applicants in the pre-application phase of project development.	CDD	General Fund	Continuous and on-going



Number	Title	Action	Responsible Party	Funding Source	Timeline
E-8	Residential Care	Update its code to expressly permit the development of residential care facilities (6 or fewer residents) in residential zones. Adopt objective standards for residential care homes with 7 or more individuals in residential zones.	CDD	General Fund	Within one year of Housing Element Adoption
E-9	Priority Water and Sewer Service for Affordable Housing Developments	Pursuant to Government Code 65589.7, work with public service providers to establish written procedures for the prioritization of water and sewer services to housing developments serving lower-income households.	CDD	General Plan	Within one year of Housing Element adoption
E-10	Farmworker and Employee Housing	Pursuant to Health and Safety Code section 17021.5, define and permit employee housing in compliance with the Employee Housing Act. Revise zoning to allow farmworker housing in all agricultural zones throughout the City.	CDD	General Plan	Within one year of Housing Element adoption

F. AFFIRMATIVELY FURTHERING FAIR HOUSING

Number	Title	Action	Responsible Party	Funding Source	Timeline
F-1	Place-Based Community Improvements - Park Renovations	Develop programs and strategies to create place-based investments in areas of concentrated segregation and poverty, including investments in infrastructure, services, etc. that contribute to community revitalization. Focus investments and programs in east Lakewood to facilitate revitalization and healthy living conditions. Revitalization and improvement of living conditions includes the undertaking of a comprehensive renovation of Bloomfield Park and Palms Park in east Lakewood, and prompt repair and timely maintenance of public park feature. Revitalization and improvements shall be implemented by prioritizing capital improvement projects for these efforts during the annuals budgeting process and allocating CDBG funding where appropriate.	CDD PWD RCSD	CDBG General Fund CalOES Grants	Within six years of Housing Element adoption.
F-2	Place-Based Community Improvements – Streetscape and Right of Way Improvements	Develop programs and strategies to create place-based improvements through investments in the public right of way. Specific actions include: <ul style="list-style-type: none"> • Vacant tree well identification program, which will help direct the City's tree planting resources to disadvantaged communities and prioritize the replanting of vacant tree well spaces in the public right of way in disadvantaged communities. The City will document vacant tree wells and update the status as tree wells are replanted. • Replace the Del Amo Boulevard crossing of Coyote Creek to provide better accessibility and safety at a key node in east Lakewood. • Enhance Lakewood Boulevard through street widening, median improvements, bike lanes, replaced sidewalk, street resurfacing, ADA compliance, improved stormwater management, and new landscaping. 	CDD PWD RCSD PID	Staff time, General Fund, CDBG	Six to eight years after Housing Element adoption.
F-3	Analysis of Impediments Programs	Implement programs identified in the 2020-2024 Analysis of Impediments. Improve housing mobility by providing homeowner assistance, incentives for affordable housing development, coordinating with local lenders to expand mortgage access. Provide fair housing services to tenants, and continually investigate potential violations of fair housing law.	CDD CCR Fair Housing Specialist	CDBG General Fund	Continuous and on-going
F-4	Housing Mobility	In coordination with programs A-1, A-3, and A-6, expand multi-family residential opportunities to new areas of the City that currently lack multi-family housing options and affordable housing choices. Additionally, in coordination with programs G-1 and G-3, maintain an education program to inform tenants of changes to state law and provide information on the City webpage.	CDD	General Fund	Within three years of Housing Element adoption.



Number	Title	Action	Responsible Party	Funding Source	Timeline
F-5	Environmental Justice and Expanded Access to Opportunity	In coordination with program F-9, adopt and implement a new Environmental Justice Element in the General Plan. Through the Environmental Justice Element, address areas with disproportionate pollution and health impacts and facilitate healthy living conditions for Lakewood residents. In particular, use the Environmental Justice Element to create targeted investments and improve health in east Lakewood.	CDD	General Fund	Within two years of Housing Element adoption.
F-6	Fair Housing Outreach and Enforcement	In coordination with program D-3 and E-1, continue to provide fair housing enforcement, landlord-tenant mediation, and fair housing information to residents and property owners. Advertise the City's fair housing specialist as a resource to resolve disputes and reports of discrimination. Increase outreach in east Lakewood, an area identified as having disproportionate housing needs.	CDD Fair Housing Specialist	General Fund	Continuous and on-going
F-7	Transit Improvements Program	Provide housing projections and other information so that LBT continues to provide needed transportation services to Lakewood, including its disadvantaged communities.	CDD PWD	General Fund	Continuous and on-going
F-8	Council District Program	The City will explore the creation of council districts in lieu of the current practice of citywide at large voting. Implementation of this program will provide disadvantaged communities in the city with direct city council representation. Beginning in 2022, Lakewood city council members' elections will be district-based, with each district representing a portion of the City, instead of having each council member elected by the entire City, as is the current practice. Lakewood is committed to making sure that all residents have an opportunity to participate in the process of converting to by-district elections in a manner consistent with the CVRA. To define the new districts, the City will undertake a district formation mapping process, led by a demographer and legal team to ensure that the maps meet all legal and regulatory criteria.	City Clerk CDD PID	General Fund	November 2022
F-9	Negative Environmental, Neighborhood, Housing, and Health Impacts	In coordination with program F-5, address the negative impacts associated with the siting and operation of land use such as industrial, agricultural, waste storage, and energy productions, etc. in disadvantaged communities. The City is adding a program to target investment in areas of most need focused on improving community assets such as schools, recreational facilities and programs, social service programs, parks, streets, active transportation and infrastructure. Coordinate with the Environmental Justice Element to identify target neighborhoods and strategies for implementation upon Environmental Justice Element adoption. The City will implement place-based strategies in low-resource communities, as well as environmental justice communities through Environmental Justice programs and policies. The place-based strategies will include anti-displacement strategies such as value recapture	CDD	General Fund	Within two years of Housing Element adoption.



Number	Title	Action	Responsible Party	Funding Source	Timeline
		strategies, community-led programs to prevent displacement, foreclosure assistance resources, rent control policies, and protections for low-income renters. Development of these strategies will begin in 2023 and they will focus on revitalization and preservation of these communities and reducing displacement risks.			



G. PUBLIC EDUCATION

Number	Title	Action	Responsible Party	Funding Source	Timeline
G-1	Housing Information	Continue to improve and expand the use of the various media to inform and promote the use of Lakewood's housing programs to its residents and developers by creating a dedicated webpage on the City's website and publishing information in the City's digital magazine. Include the resources listed in G-3 on the webpage, in addition to minutes and recordings of the meeting/workshop.	CDD	General Fund	Establish webpage within one year of Housing Element adoption; On-going and continuous publishing of information in the digital magazine
G-2	ADU Education	Develop and implement a comprehensive marketing program to advertise the ability of homeowners to create ADUs.	CDD	General Fund	Develop marketing plan within one year of Housing Element adoption; implement marketing program within two years of Housing Element adoption
G-3	Source of Income Protection / Housing Mobility	Within one year, conduct a meeting/workshop to inform residents of sources of income protection and state rent control laws such as AB 1482. Afterward, conduct outreach to inform landlords and tenants of recent changes to state law that prevent source of income discrimination. Ensure that it is known that HCVs are allowed to establish a renter's financial eligibility.	CDD Fair Housing Specialist	General Fund	Within one year of Housing Element Adoption. Afterward-continuous and on-going



H. ACRONYM KEY

Abbreviation	Definition
AB	Assembly Bill
ADU	Accessory Dwelling Unit
CalCHA	California Community Housing Agency
CalOES	California Governor's Office of Emergency Services
CCR	Community Conservation Representatives
CDBG	Community Development Block Grants
CDD	Community Development Division
CHFA	California Housing Finance Agency
DRB	Development Review Board
HCV	Housing Choice Voucher
HOME	Investment Partnership Programs
LBT	Long Beach Transit
LEAP grant	Local Early Action Planning
LIHTC	Low-Income Housing Tax Credit
MFR	Multi-Family Residential
NOFA	Notice of Funding Availability
PID	Public Information Department
PWD	Public Works Department
RCSD	Recreation and Community Services Department
RHNA	Regional Housing Needs Allocation/Assessment
SB	Senate Bill
SRO	Single Room Occupancy



VIII. REVIEW OF ACHIEVEMENTS

Pursuant to Government Code Section 65588(a), this section evaluates the results of the 2013-2021 Lakewood Housing Element (adopted August 13, 2013) goals, policies, objectives and programs.

A. 2013-2021 HOUSING ELEMENT GOALS

The goals established in the 2013-2021 Housing Element are as follows:

- GOAL 1.1 Preserve and Improve the Existing Affordable Housing Stock
- GOAL 1.2 Preserve and Improve the Residential Neighborhood Environments that Provide a High Quality of Life for All Lakewood Residents
- GOAL 2.1 Develop Housing to Meet the Identified Local Housing Needs of the Community While Maintaining and Providing a High Quality of Life for All Lakewood Residents.
- GOAL 2.2 Develop the Maximum Number of New Housing Units Possible to Meet Lakewood's Fair Share of Regional Housing Needs as Identified in the SCAG Regional Housing Needs Assessment.
- GOAL 2.3 Achieve Compliance with Energy Conservation Measures to be included in New Housing Developments.
- GOAL 2.4 Provide Suitable Sites for Housing Development
- GOAL 3.1 Provide Housing Assistance Needs of Lakewood Residents
- GOAL 3.2 Preserve and Increase the Number of Assisted Housing
- GOAL 4.0 Promote Housing Opportunities for All Persons Regardless of Race, Color, Ethnicity, National Origin, Religion, Sex or Marital Status

B. PROGRESS IN ACHIEVING THE 2013-2021 HOUSING ELEMENT OBJECTIVES

Since the adoption of the 2013-2021 Housing Element, the City of Lakewood has progressed in meeting the goals and objectives and the proposed implementation of programs set forth in the Housing Element. In terms of new housing development, which relates to goals 2.1, 2.2, and 4.0, the City's progress during the 2013-2021 housing planning cycle as summarized in the Annual Progress Reports on Housing Element implementation is summarized below.

The number of permitted units for each calendar year (i.e., units for which building permits were issued) is as follows:



Table 41: Number of Units Permitted Annually

Year	Number of Units Permitted
2013	3
2014	0
2015	52
2016	20
2017	47
2018	10
2019	17
2020	45
Total	194

In 2013, three deed-restricted units affordable to moderate-income households were permitted in Lakewood. The City acquired the 6,750 square-foot property at 11640 208th Street under the Federal Neighborhood Stabilization Program. The property had a small, one-story residence and a detached garage, and was severely dilapidated at the time the city acquired it. The City prepared a request for proposals to redevelop the site for affordable housing. Colony Developers was selected to construct a three-unit affordable housing project which was completed in August 2013.

In 2015, 2016 and 2017 all new housing units permitted by the City were market-rate units, i.e. units affordable to above-moderate income individuals or households. The majority of these units were multi-family infill housing, including all 20 units permitted in 2016 and 38 of the 47 units permitted in 2017).

Starting in 2018 the City began to issue permits for a significant number of accessory dwelling units (ADUs). All 10 housing units that received building permits in 2018, all 17 new units permitted in 2019, and 17 out of 28 units permitted in 2020 were ADUs. A rent survey conducted at building permit issuance indicated that most ADUs have naturally affordable rents. Table 42: ADU Affordability, illustrates the recent affordability trends for ADUs.

Table 42: ADU Affordability

Affordability Level	Number of Units
Very Low Income (non-deed restricted)	36
Low Income (non-deed restricted)	5
Moderate Income (non-deed restricted)	1
Above Moderate Income	2

These trends illustrate that ADUs are a viable housing type not only for increasing the number of dwelling units in Lakewood in general, but also for adding new housing that is affordable to households at lower income levels. Lakewood will continue to build on this success by encouraging homeowners to build ADUs and facilitating the process for permitting and constructing ADUs with the implementation of new programs targeted at ADU production.



As of the end of 2020, Lakewood had permitted a total of 194 new housing units during the 2013-2021 planning cycle, which equates to 48.1 percent of the RHNA. The remaining unmet RHNA for the planning period is 209 units, or 51.9 percent. The unmet RHNA includes 69 very-low income, 56 low-income, 66 moderate-income, and 18 above-moderate income units.

The City maintained adequate capacity throughout the 5th Cycle for the remaining unbuilt units. A review of appropriately zoned and utilized parcels indicated that the City had a realistic capacity of 305 units zoned for 30 du/ac or greater, which can accommodate all of the remaining lower and moderate-income RHNA. The City also has many additional sites with lower-density zoning that could accommodate additional above-moderate income units. As the City has existing capacity to accommodate the unmet RHNA for lower, moderate, and above-moderate incomes, the City is not subject to any carryforward requirement for the 6th Cycle.

Progress toward achieving the quantitative objectives and implementing the programs stated in the 2013-2021 Housing Element are summarized in Table 43.

Special Needs Populations

The City has multiple programs designed to assist special needs populations, such as elderly, disabled, or lower-income. The City has successfully implemented financial assistance programs for special needs populations. For example, the City provided 65 zero interest loans for qualifying special-needs households. The 65 loans is just shy of the previous goal of 72 (nine loans per year). Additionally, the City has distributed approximately 6 grants per year to assist lower-income families in maintaining their homes. This is fewer than the program originally anticipated, but still represents a successful program for assisting special needs populations. Finally, the City continues to provide support services to homeless persons in need at the Burns Community Center. An average of 37 persons per year are assisted by the City at the Burns Center, illustrating a successful program.

Evaluation of Programs

Table 43: Evaluation of the 2013-2021 Housing Element

Program	Program Objectives	Achievements	Continued Appropriateness
<i>Housing Preservation and Improvement Program</i>			
Enhanced Code Enforcement Program	The City will continue to actively inspect properties for code violations. The City will identify areas within the City that require priority attention. The Community Conservation program will continue to provide available funds to low-income households for maintenance and rehabilitation and provide information on the loan program to eligible households at the time they are notified of certain code violations.	Each year the Code Enforcement program receives more than 1,300 service requests. The Community Conservation Officer works in coordination with the Crime, Public Nuisance, and Property Abatement Team and refers code violators to the City's Rehabilitation Program.	Continue Continue through program C-9.
Single Family Residential Rehabilitation Loan Program	The City will continue to provide deferred loans of up to \$18,000 with zero interest to qualifying seniors, persons with disabilities, and families of low income who own and occupy their homes; and to disseminate information on the loan program. The City's goal is to award nine grants per year.	Since 2013 the City has funded 65 loans.	Continue and Modify Continue through program C-1 and modify the goal to reflect historic trends of loan distribution.
Fix-Up/Paint-Up Program	The City will continue to offer minor home repair grants of up to \$3,000 to low-income individuals and families to assist in maintaining the exterior appearance of their homes, and continue to disseminate information on this program. The City's goal is to award 11 grants per year.	This is an on-going program. Since 2013, the program has provided an average of approximately 6 grants per year.	Continue and Modify Continue through program C-2 and modify the annual goal to reflect the City's current financial resources and interest in the program.
Energy Conservation	Continue to encourage utilities to offer energy conservation funds for rebates and incentives for energy-reducing appliances and devices to low-income households, and disseminate information on such programs.	From 2013 to present, Lakewood issued 1,875 permits for photovoltaic systems (solar panels).	Continue Continue through program B-8.
Development Review Board Process	The Development Review Board will continue to review residential development projects to ensure that the design of new, remodeled or additions are compatible with the surrounding neighborhood/community.	The Development Review Board continues to meet twice a month to ensure that projects are constructed in accordance with the City's goals and policies.	Remove This is a standard City function and not a Housing Element Program. The City will continue to utilize the DRB process to ensure that new projects meet zoning standards



Table 43, continued

Program	Program Objectives	Achievements	Continued Appropriateness
Lakewood Beautiful Residential Awards Program	The City will continue to recognize residents that beautify their neighborhood with the Lakewood Beautiful Award and disseminate information on the program.	Every year, the City welcomes nominations for recognition. The City announces the event on its website.	Continue Continue through program C-4.
Neighborhood Clean Up Program	The City will continue to identify specific areas that would benefit from this program and provide up to six neighborhood clean-ups annually.	The City provides neighborhood-cleaning events during the spring every year. Since FY 2013, an average of 1,195 properties per year have benefited from this program.	Continue Continue through program C-11.
Protection of Mobile Home Parks	The City will continue to enforce the MHP zoning regulations.	Ongoing. The City continues to monitor the viability of the MHP zone.	Remove The City will continue to enforce MHP zoning regulations through program C-9.
Condominium Conversion Regulations	The City will continue to enforce the regulation prohibiting the conversion of apartment developments to condominiums.	No apartments have been converted to condominiums in during the 5 th Cycle.	Continue Continue through program C-5.
<i>Housing Production Program</i>			
Ensure Availability of Adequate Sites for New Housing	<p>The City will continue to maintain an updated land inventory that identifies vacant land and underutilized properties suitable for higher density residential development. The detailed parcel-by-parcel land use and housing database will be updated annually.</p> <p>The City will monitor the number of new units constructed in each income category and identify alternative sites if there is a shortage of adequate sites.</p>	<p>The City of Lakewood Housing Successor Agency assumed control of former LRA scattered lots.</p> <p>The Lakewood Redevelopment Agency (LRA) acquired the 5,850 square-foot property at 20823 Roseton Avenue. The property had a small, one-story residence and a detached garage. The property was severely dilapidated at the time the city acquired it.</p> <p>The City prepared a request for proposals to the redevelop the site for affordable housing. Paramount Investors Group, LLC was selected to construct a two-unit affordable housing project, which was completed in 2019.</p>	<p>Continue and Modify</p> <p>Modify and split the program to reflect changes in state law.</p> <p>Ensure adequate sites at all times through program A-1.</p> <p>Continually monitor development potential on City sites through program A-3</p>
City Land Sale Below Fair Market Value	The City will examine all City-owned properties for multi-family use, and will seek to sell such land to developers and require that at least 40 percent of the housing units be affordable to very low and low-income households.	Ongoing. The City annually evaluates its property and determines whether it is considered surplus land pursuant to the surplus lands act.	<p>Continue and Modify</p> <p>Modify the program to implement Surplus Lands Act through program A-3.</p>



Table 43, continued

Program	Program Objectives	Achievements	Continued Appropriateness
Density Bonus	The City will amend the Density Bonus Ordinance in compliance with new State law.	The City adopted Ordinance No. 2014-8 in 2014 to bring the section of the Municipal Code pertaining to density bonuses to encourage affordable housing into conformance with existing state law governing density bonuses by directly referencing state law and amendments thereto. To date the City has not received any applications for development projects requesting a density bonus.	Continue and Modify Continue and modify through program B-3 to reflect recent changes in density bonus law (AB 1764, AB 2345).
Federal Low-Income Housing Tax Credit	The City will support the application process for federal low-income tax credits by developers.	Ongoing	Remove The City will continue to assist housing developers with applications for tax-credits as a standard operating procedure.
California Low Income Housing Tax Credit	The City will support the application process for state low-income tax credits by developers.	Ongoing	Remove The City will continue to assist housing developers with applications for tax-credits as a standard operating procedure.
Second Unit Housing (Accessory Dwelling Units)	Advertise second-unit development opportunities on the City's website and at the Community Development counter.	The City adopted Ordinance No. 2020-1 in 2020 amending the standards and regulations for ADUs in the Lakewood Municipal Code, following the requirements set forth under state law. Between 2018 and 2020 the City has issued an average of 17 building permits per year for new ADUs. Through the first half of 2021, the City has issued 21 ADU permits.	Continue Continue ADU promotion and education through program G-2. Update the ADU ordinance to meet all current provisions of state law through program B-9.
Manufactured/Modular/ Mobile Homes in Single-Family Zones	The City will continue to allow manufactured housing on single-family zoned lots.	Ongoing – no permanent manufactured homes were proposed on single-family lots during the 5 th Cycle.	Continue and Modify Continue the program and include a commitment to amend the Zoning Ordinance through program B-6.

Table 43, continued

Program	Program Objectives	Achievements	Continued Appropriateness
Scattered Lot Acquisition	Oversee the completion of three new affordable housing rental units and prepare RFP for the development of the previously acquired RDA parcels.	The RFP was completed and Habitat 4 Humanity was selected to acquire and develop the sites for affordable housing.	Modify Modify the program to reflect disposal of public properties pursuant to the Surplus Lands Act through program A-3.
Permit Streamlining	The City will continue to offer a streamlined development process and periodically review departmental processing procedures to ensure efficient project processing.	Ongoing	Continue and Modify Continue program and modify to include new provisions to comply with the Permit Streamlining Act and Housing Crisis Act through programs B-1 and B-7.
<i>Housing Assistance Program</i>			
Section 8 Rental Assistance	The Housing Authority of the County of Los Angeles (HACoLA) will continue to assist eligible, low-income Lakewood residents in receiving Section 8 rental assistance. Information on the Section 8 program will be made available at City Hall.	Provided rental assistance to low-income households that requested it through HACoLA Partnership.	Continue Continue through program D-1.
CalHFA Mortgage Credit Certificate Program	The City will refer interested home buyers to the CalHFA website or their realtor for information regarding the program.	Information on the MCC program will be available on the City website.	Remove The City will continue to refer interested homebuyers to the CalHFA website as a standard operating practice.
<i>Units At-Risk Preservation Program</i>			
Parking Requirements for Housing for Elderly and Persons with Disabilities	The City will continue to allow the modification and reduction in the required number of parking spaces for elderly and persons with disabilities housing projects with an approved CUP.	Ongoing.	Continue and Modify The City will continue and expand this practice through program E-2.
Multi-Housing Revenue Bonds	The City will continue to pursue Multi-Housing Revenue Bonds for use in purchasing property for the development of assisted housing projects if affordable housing units are threatened.	Ongoing. Affordable housing units were not threatened during this cycle, therefore it was not necessary for the City to pursue these bonds.	Continue and Modify The City will continue to implement this program, along with other preservation of at-risk strategies through program C-6.
Community Development Block Grant (CDBG) Funds	The City will continue to use CDBG funds for code enforcement, public improvement projects, operation of the City's Housing Department and consider use of the funds for at-risk units, if and when it becomes necessary.	The City receives an annual allocation from HUD to be used for activities that benefit low and moderate-income people and eliminate code violations and blight.	Continue Continue through program C-7.

Table 43, continued

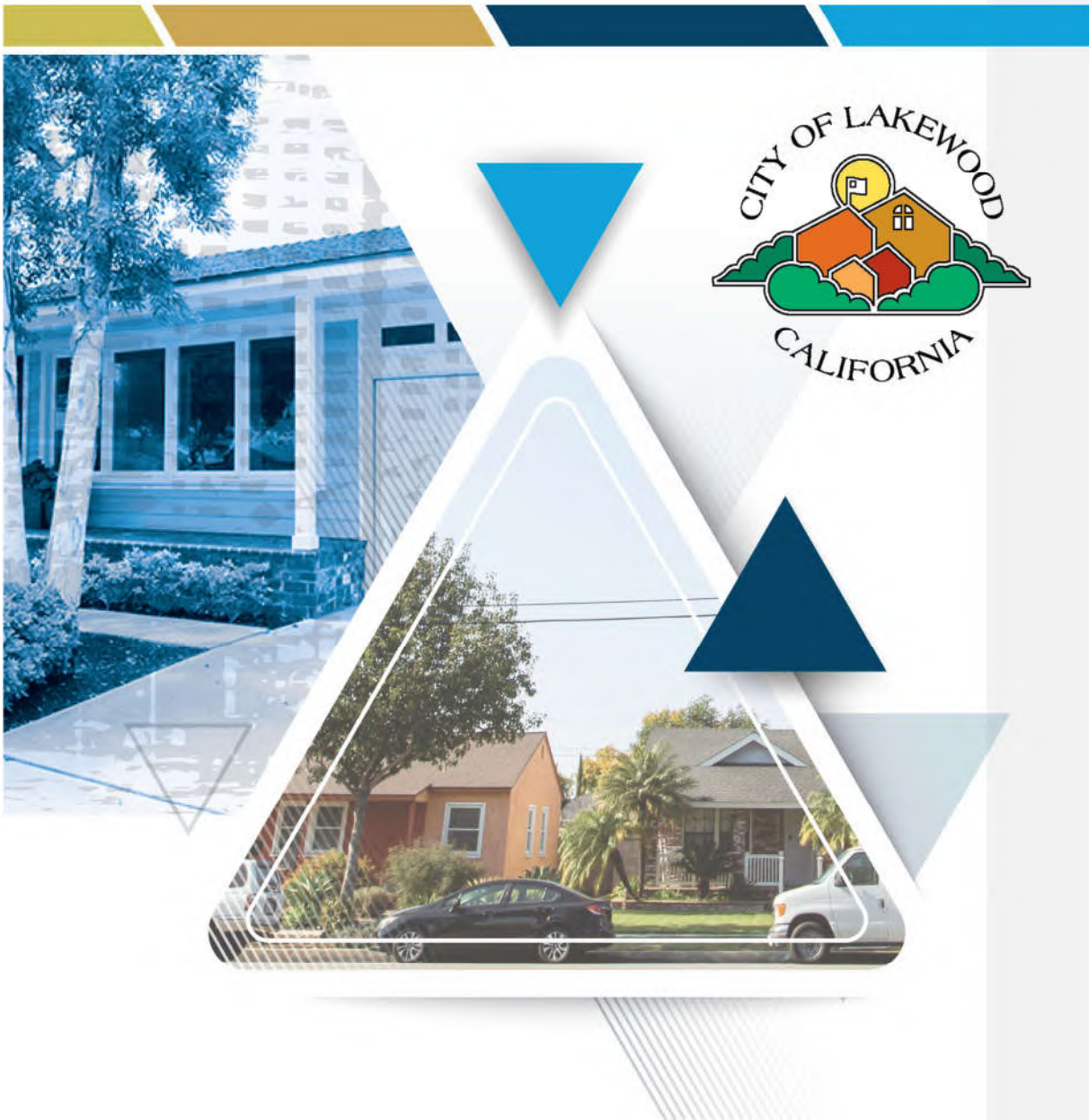
Program	Program Objectives	Achievements	Continued Appropriateness
<i>Special Housing Needs</i>			
Fair Housing Program	The City will actively implement the three elements of the Fair Housing Program – education, counseling and special projects. In addition to the Fair Housing Program, the City will prepare an Analysis of Impediments to Fair Housing.	The City updated its analysis of impediments to fair housing in April 2020. The City contracts with a fair housing representative who provides counseling and mediation to residents.	Continue and Modify Continue and expand the fair housing programs through programs F-6 and E-1.
Housing for the Elderly and Persons of Disabilities	The City will continue to implement the parking requirements of the City's Municipal Code for Housing of Elderly or Persons with Disabilities and continue the use of Multi-Housing Revenue Bonds for assisted elderly housing projects. The City will continue to allow multi-family housing by-right for the elderly, disabled, and developmentally disabled, and to allow licensed adult care facilities for six or fewer persons in the M-F-R zone by right.	Ongoing program. No projects for elderly or for persons with disabilities were proposed during this housing element cycle.	Continue and Modify Continue through program E-2. Expand constraint reduction strategies to better facilitate construction of housing for elderly and disabled persons through program B-5. Add new program E to expressly permit residential care facilities in residential zones.
Continuum of Care – Assisting the Homeless	Where appropriate, assist developers with procurement of land, off-site improvement, construction financing, etc., for emergency shelters and transitional housing. Commence programs to organize churches, non-profit and social benefit organizations to provide emergency and transitional housing. Consider using Proposition A funds to provide transportation of homeless to shelters.	Ongoing program. The City continues to provide support services to homeless persons in need at the Burns Community Center. An average of 37 persons per year are assisted by the City (per RCS)	Modify Continue to implement the program through C-7 and E-3.
Emergency Shelters	Assist contractors and/or providers with the development of emergency shelters in designated zones.	No applications for shelters were received during the period of 2013-2021.	Continue and Modify Continue and modify through program E-3 to update emergency shelter ordinance.
Transitional and Supportive Housing	The City will continue to provide occasional in-kind services to Su Casa Family Crisis and Support Center if funding/services are available. The City will continue to comply with State law requiring that transitional and supportive housing be considered a normal residential use.	Ongoing	Continue and Modify Continue to provide resources when available and amend the Zoning Ordinance to meet new requirements related to transitional and supportive housing through program E-5.



Table 43, continued

Program	Program Objectives	Achievements	Continued Appropriateness
Single Room Occupancy	The City will conditionally permit SROs and will review applications for SRO construction as they are submitted.	Ongoing. No applications for SROs were received.	Continue and Modify Continue to conditionally permit SROs. Explore modifications of the zoning code through program A-8.
Public Services	The City will continue to provide funding for public services that can better the lives of Lakewood residents.	Ongoing. Activities are administered through the 2020-2024 Consolidated Plan	Remove This is a standard function for the City.
Governmental Constraints on Housing for Persons of Disabilities	The City will continue to analyze its current development standards, building code requirements and financial assistance programs in relation to providing housing for the disabled and the developmentally disabled.	The City continues to provide relaxed development standards in the M-F-R zone for structures with units that accommodate the needs of elderly and disabled residents.	Continue and Modify Continue to analyze and modify its development standards to mitigate constraints on housing for persons with disabilities through programs B-5, E-2, E-6.
Planned Development Zone	The City will continue to identify underutilized sites and rezone the land for Planned Developments in order to allow larger unit developments in the City. The City will invite regional nonprofit developers to participate in the development of affordable housing, especially for larger households, and form a partnership with at least one such developer.	The City approved two market rate Planned Developments during the 5 th RHNA cycle: 1. 2922 South Street, Canvas 72-unit condo project, zoned to PD-MF. 2. 20937 Bloomfield Avenue, Villa Madrid 22-unit apartment project, zoned to PD-MF.	Continue Continue through program E-7.
<i>Housing Information</i>			
Housing Information	The City will continue to improve and expand the use of the various media to inform and promote the use of Lakewood's housing programs to its residents and developers.	Information on the City's housing programs is available at the City and on the City's website.	Continue Continue through program G-1.

Appendix A: Citizen Participation



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IX. CITIZEN PARTICIPATION

The California Government Code requires that local governments make diligent efforts to solicit public participation from all economic segments of the community, especially low-income persons, in the development of the General Plan Housing Element. During the preparation of the 6th Cycle Housing Element, public input was sought in a variety of ways. It should be noted that public meeting summaries, including questions and staff responses, have been summarized and edited for clarity.

A. EFFORTS TO ACHIEVE CITIZEN PARTICIPATION

The public participation effort during the drafting of the 6th Cycle Housing Element update included:

- on-line public outreach survey
- stakeholder interviews
- three virtual Community Workshops
- Public updates to the Planning Commission and City Council
- Publication and maintenance of a Housing Element Update webpage on the City's website

Due to the COVID-19 Pandemic, the City took a new approach to meetings, which were primarily held on-line over Zoom. The first Community Workshop was held on Wednesday, May 5 and had six attendees from the public. The second was held on Wednesday, May 26 and had six attendees from the public. A third workshop was held on Tuesday, December 7 and had an attendance of three people; two members of the community and one representative from the Lakewood Center ownership. Notice of the workshops were placed in the local newspaper and published in the Lakewood e-Magazine, a popular source of community news. The City contacted several service groups and religious organizations (23 in all) by phone, email, and postal mail. Groups contacted are shown on the following page. Meeting links and announcements were also regularly updated on the City's Housing Element website. A further 309 people participated in the on-line survey, which was offered in both English and Spanish.

Upon receipt of HCD's second comment letter, the Housing Element Update was revised and published to the City's website on June 14, 2022 and notice of its availability was posted at City offices, published in the Lakewood e-magazine, and direct notices were e-mailed to all prior commentors and mailing list contacts of the Housing Element Update. The Housing Element Update was made available for a period of seven days and no further comments were received. The Housing Element Update remains posted on the City's website and any comments received during HCD's review will be considered.

Commented [EE3]: Insert comments



Churches and Community Groups		Sent/ Notified
Lakewood First United Methodist Church	office@lakewoodfirstumchurch.org 562.426.1219	Email/Phone not in service
Calvary Chapel of Lakewood	http://cdlakewood.com/	X
Christ Presbyterian Church Lakewood	https://cpclakewood.org/ 5225 Hayter Ave, Lakewood, CA 90712	X
Saint Pancratius Catholic Church	Ph. (562) 634-6111 3519 St Pancratius Pl, Lakewood, CA 90712	X
West Lakewood Baptist Church	Ph. (562) 633-4257 5121 Hayter Ave, Lakewood, CA 90712	X
Good Shepard Catholic Church	Ph. (562) 920-2212 5230 Clark Ave, Lakewood, CA 90712	Passed on offer
United Church of Christ	Ph. (562) 866-5416 5420 Clark Ave, Lakewood, CA 90712	Phone # mailbox full
Cityline Church	info@citylineonline.org	X
Life Center Church	office@lifecenterchurch.com	X
Lakewood Church of Christ	https://churchofchristlakewoodca.org/#/page/home/	X
The Way Christian Fellowship	thewaychristianfellowship@yahoo.com	X
First Southern Baptist Church	thewaychristianfellowship@yahoo.com	X
Bible Believers Missionary Baptist Church	Ph. (562) 860-8048 6540 Del Amo Boulevard, Lakewood, CA 90713	Busy dial-tone
One Church	https://onechurchlakewood.com onechurchlakewood@gmail.com	X
Calvary Apostolic Tabernacle	Ph. (562) 925-0707 5035 Hedda Street, Lakewood, CA 90712	Phone # not in service
Community Groups		
Mentor Network	https://thementornetwork.com/ (562) 788-3763	Busy dial-tone
NAMI Long Beach	https://namilongbeach.org nami@namilongbeach.org	X
Community Impact Marketing Group	5230 Clark Ave #9 Lakewood, CA 90712	
Pathways Volunteer Hospice	pathwayshospice.org vickie@pathwayshospice.org	X
LA Supportive Housing	lashousing.org (800) 935-6085 info@lashousing.org	Email/Phone bounce-back of email
Greater Lakewood Chamber of Commerce	https://lakewoodchamber.com/ info@lakewoodchamber.com	X
YMCA	5511 Whitewood Avenue, Lakewood, CA 90712	X

B. ON-LINE SURVEY RESULTS

What is your involvement with the City of Lakewood?

Answer Choices

Responses

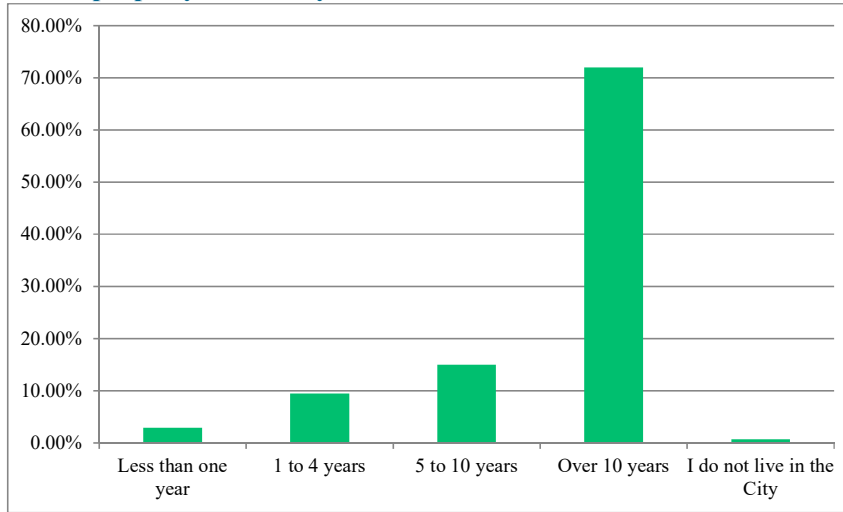
I am a city resident	97.07%
I own or work for a business in the City	0.00%
I own, manage, or have developed land in the City	2.28%
I attend school/college in the City	0.33%



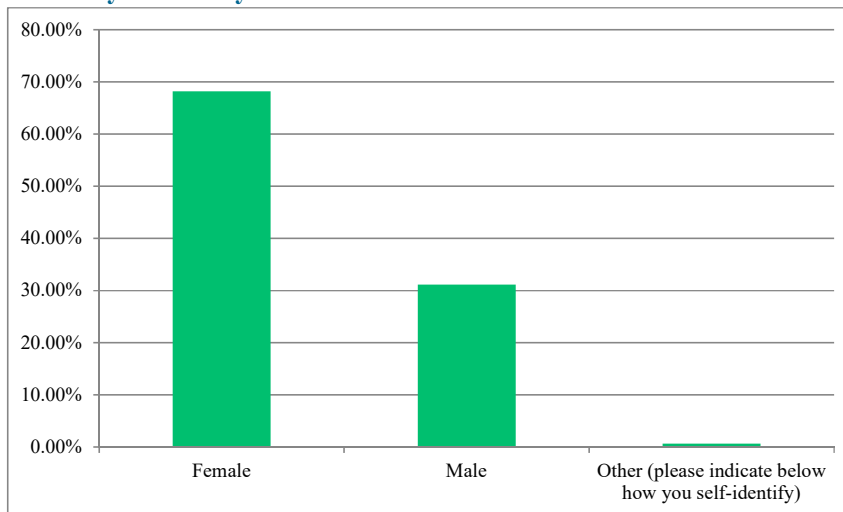
I represent a housing agency, social service agency, a non-profit organization, a religious institution, or a government entity in the City

0.33%

How long have you lived, owned a business, worked, attended school, or owned property in the City?

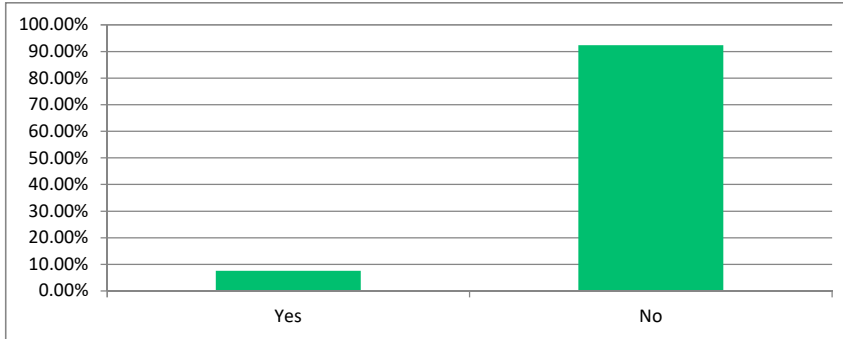


How do you identify?

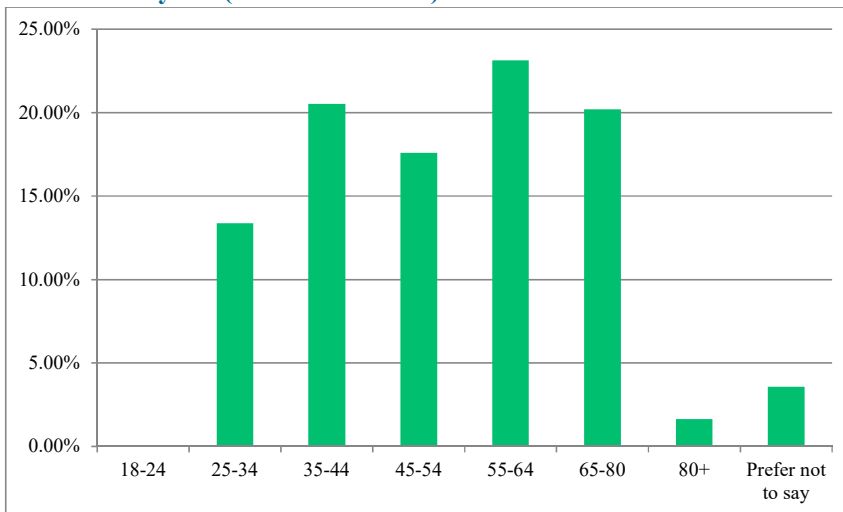




Do you have one or more conditions subject to the Americans with Disabilities Act (ADA)?

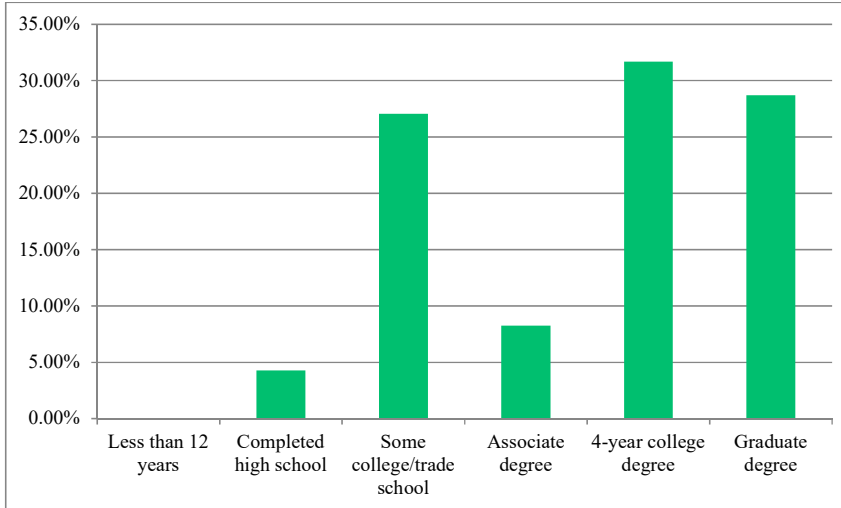


How old are you? (Please check one)

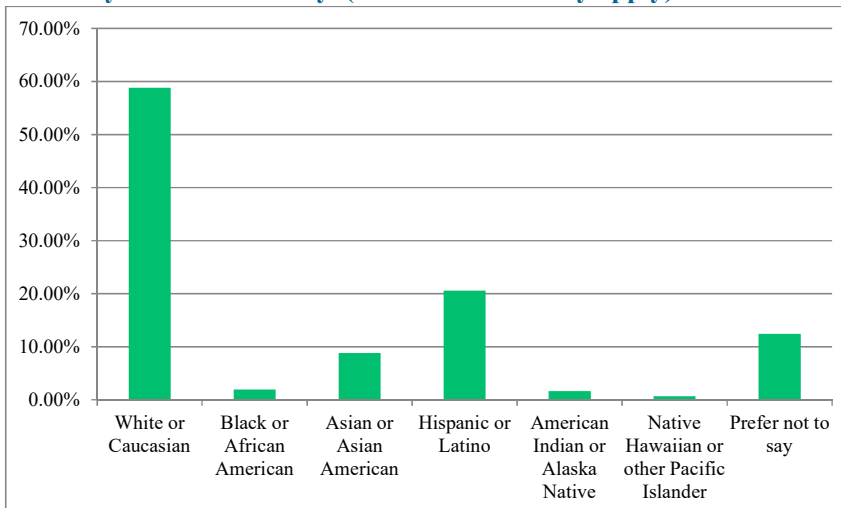




How many years of education have you completed?

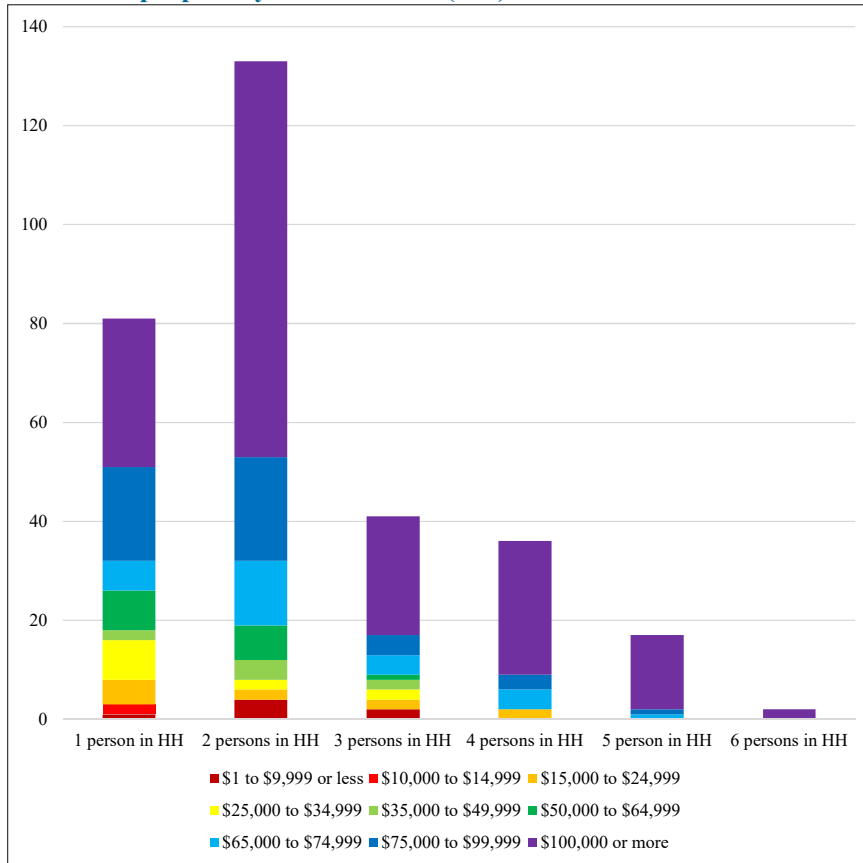


What is your race/ethnicity?(Choose all that may apply)



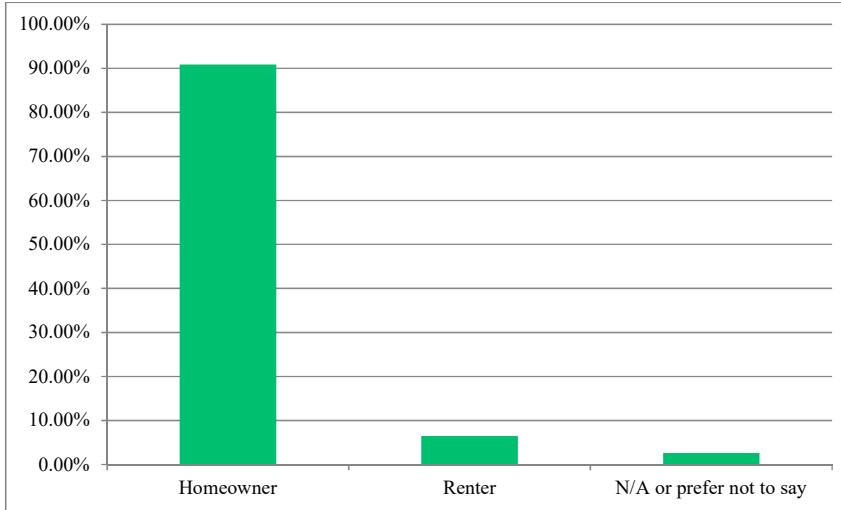


What is the approximate total annual income for your family, based on the number of people in your household (HH)?

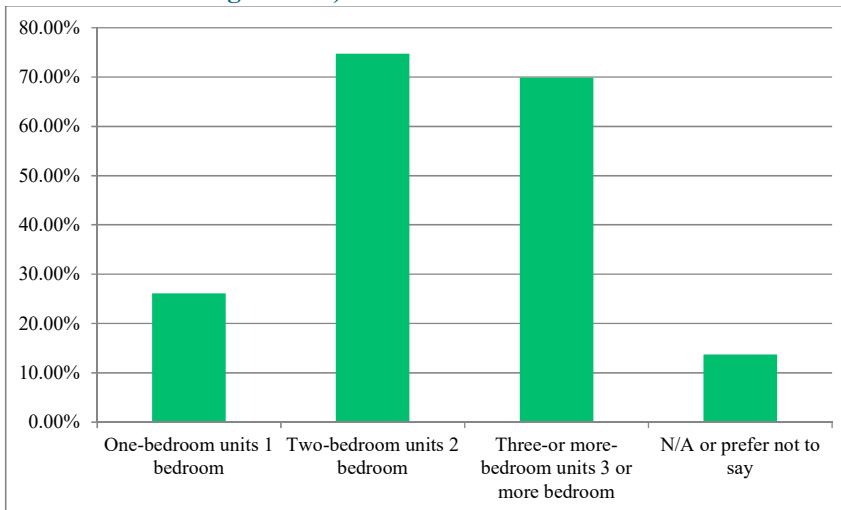




Are you a homeowner or a renter?

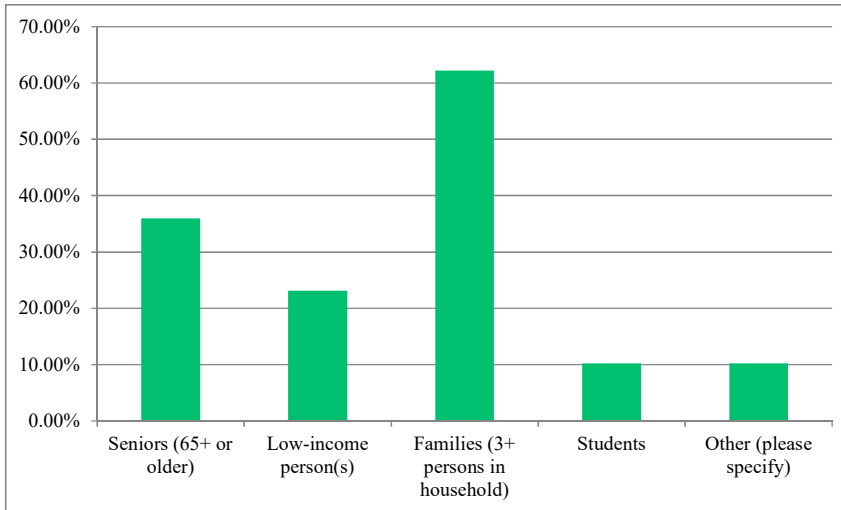


What size of housing units are most needed in the City? (Please select at least two of the following choices)

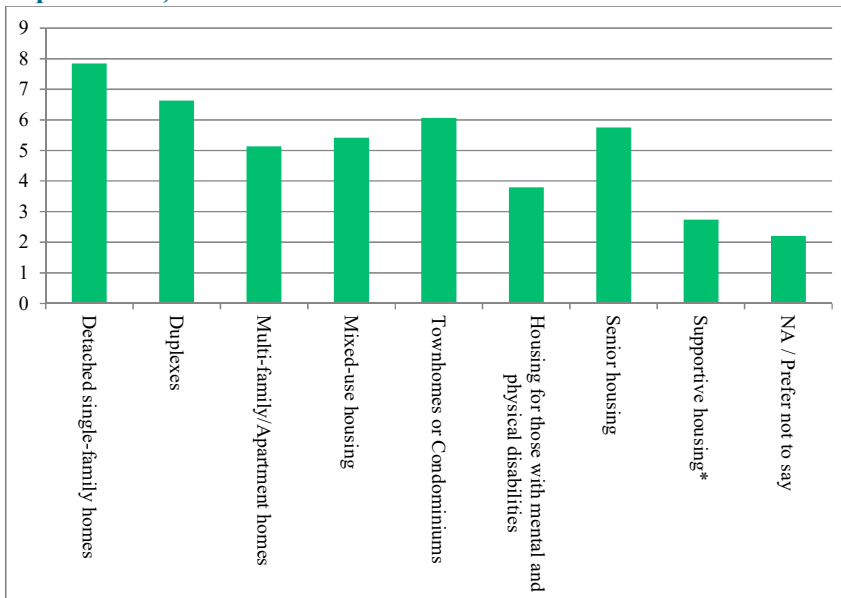




What demographic do you believe need housing the most in the City of Lakewood?

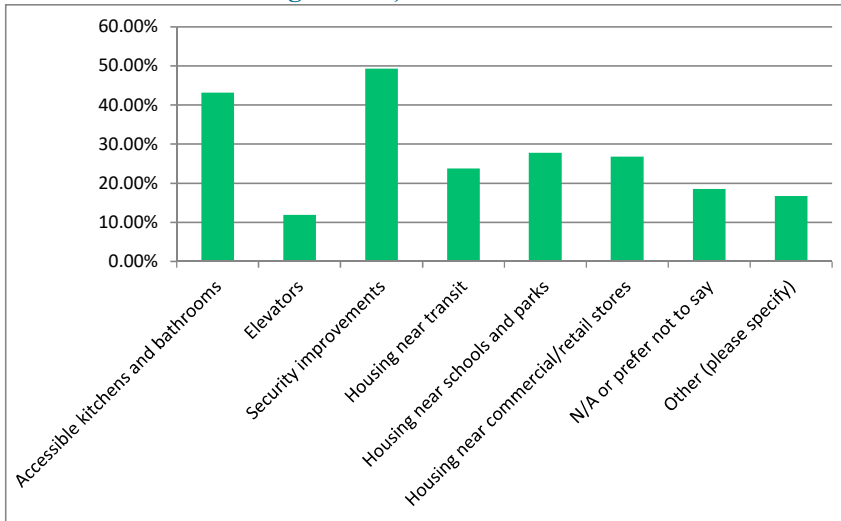


What type of housing units are most needed in the City? (Please rank in order of preference)

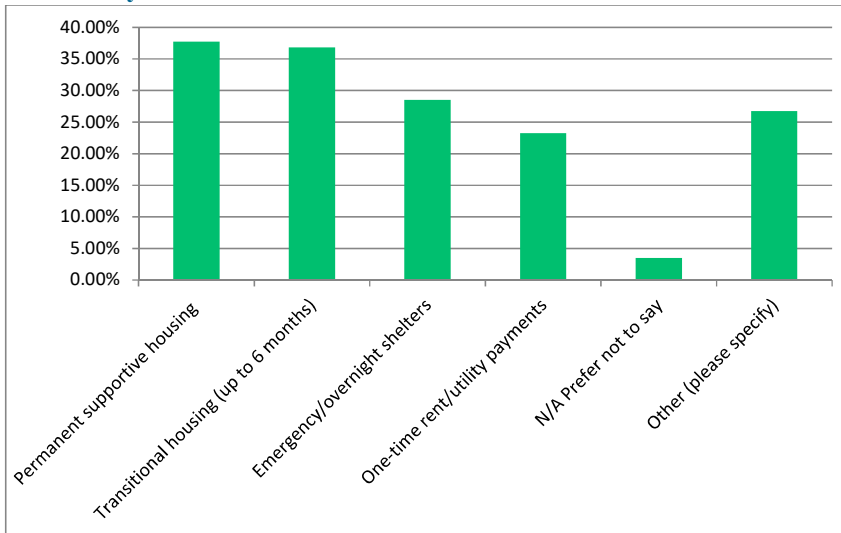




What housing amenities do you think are needed in the City? (Please select at least two of the following choices)



Choose up to two (2) of the most critical Homelessness Needs in your community.

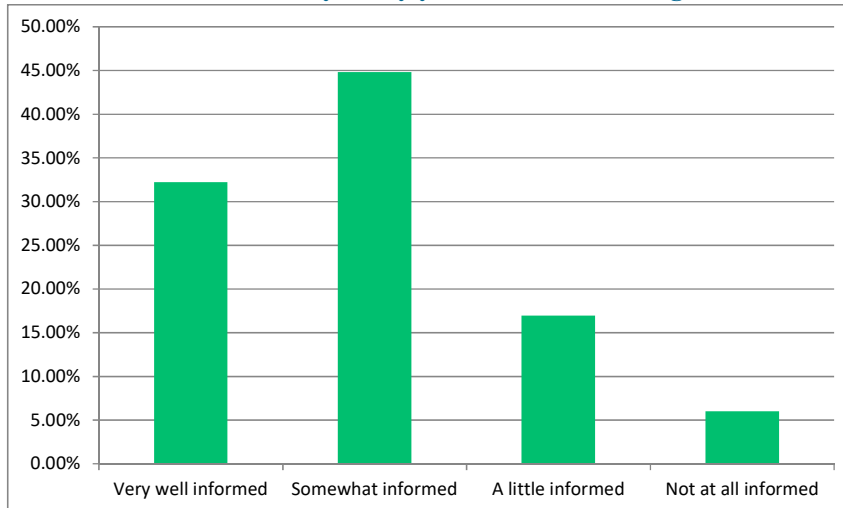




Have you or someone you know ever encountered any of the forms of housing discrimination described above?

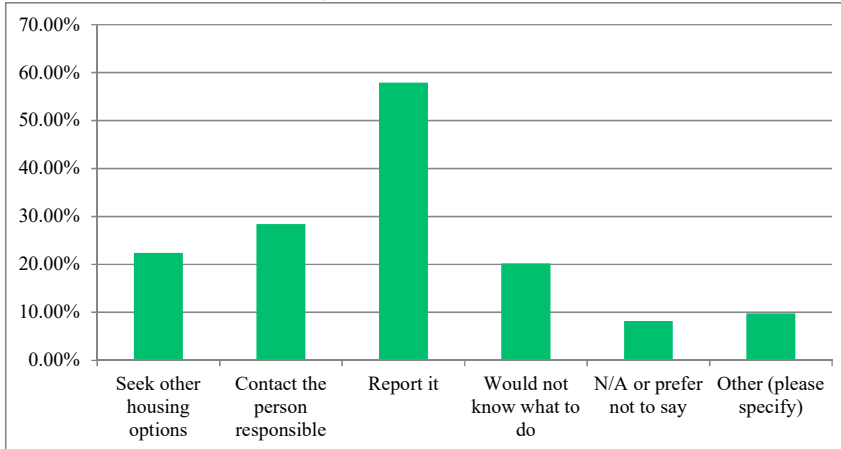
Answer Choices	Responses
Yes, I have	8.24%
I think I may have	1.10%
I haven't, but someone I know has	6.59%
I haven't, but I think I may know someone who has	2.75%
No, I don't know anyone who has	67.03%
I'm not sure	8.24%
N/A or prefer not to say	4.95%
Other (please specify)	1.10%

How well informed would you say you are about housing discrimination?

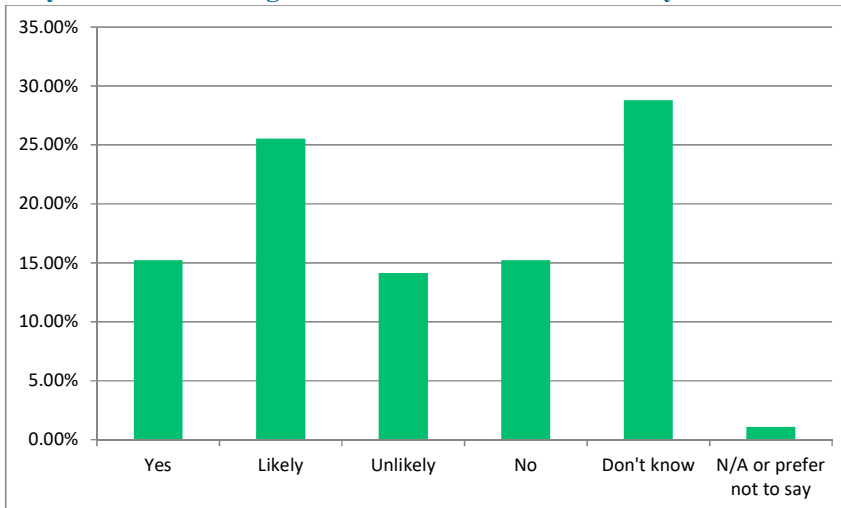




What would you do if you encountered housing discrimination? (Please select at least two of the following choices)

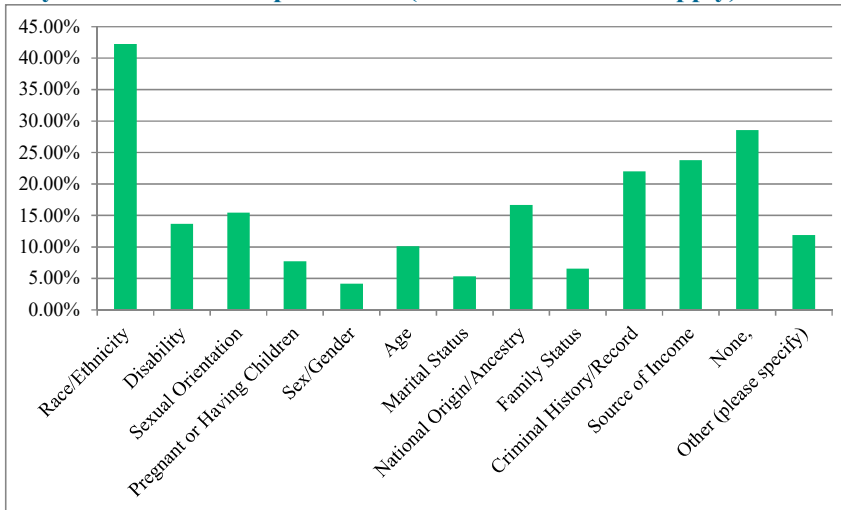


Do you believe housing discrimination occurs in the City?

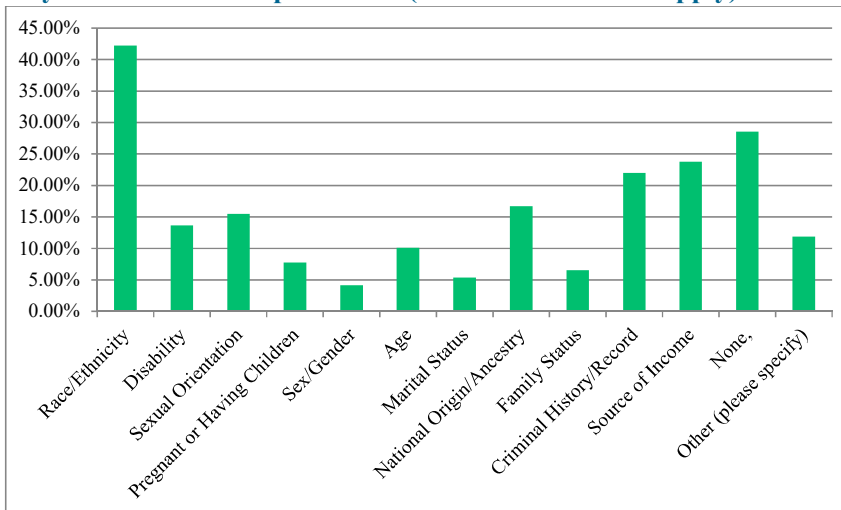




If you think housing discrimination is occurring, what types of discrimination do you think are most prevalent? (Please select all that apply)

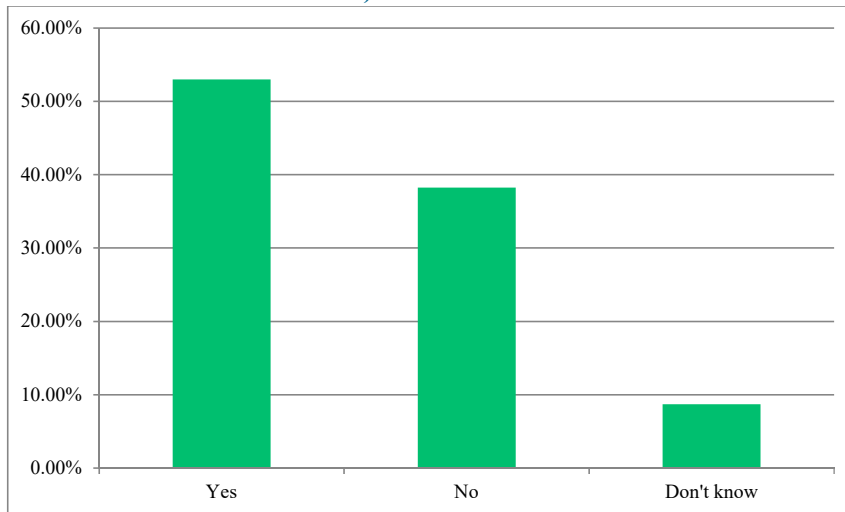


If you think housing discrimination is occurring, what types of discrimination do you think are most prevalent? (Please select all that apply)

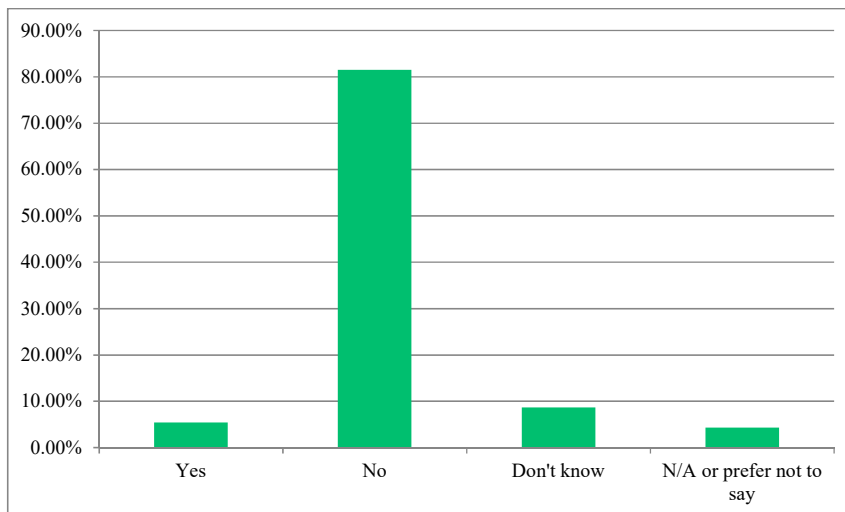




Were you aware of a tenant's right to request, from a landlord, a physical change to make a home more accessible if necessary due to a disability (called "reasonable accommodation")?

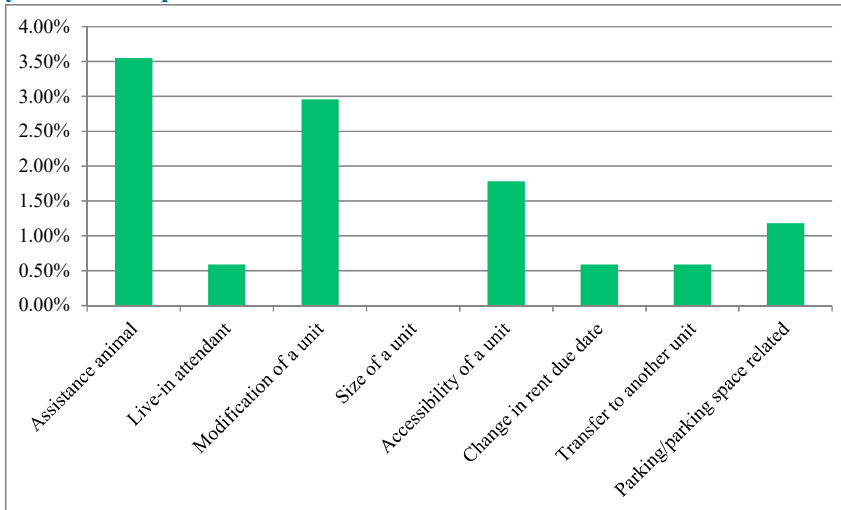


Have you, or someone you know, ever made a request for a reasonable accommodation?

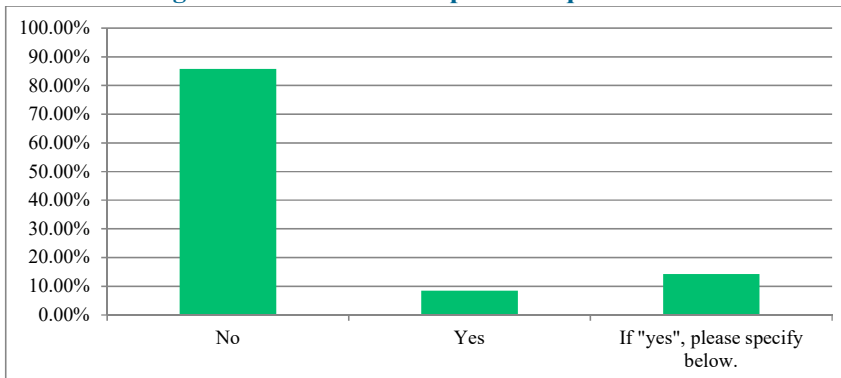




If yes, what type of accommodation and/or modification did you or the person you know request?

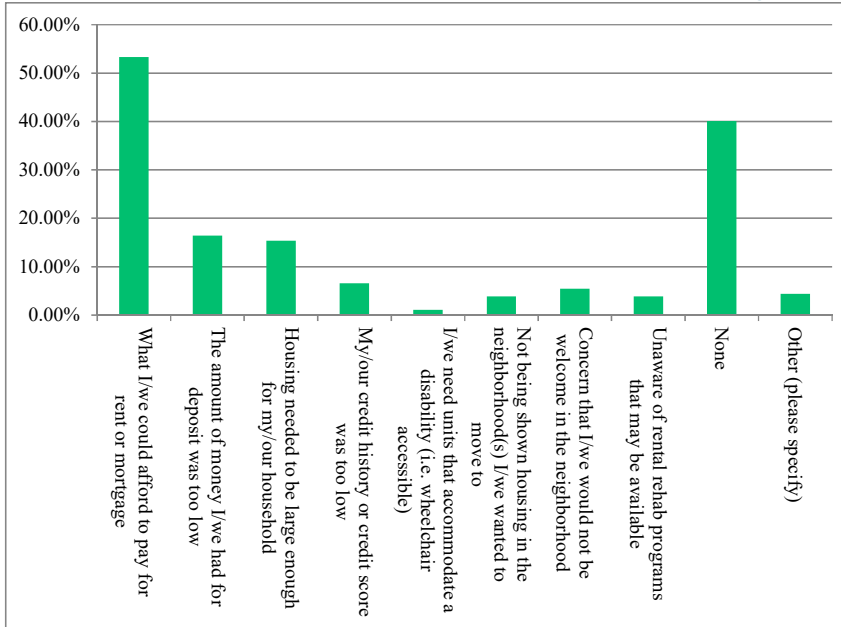


Are there any housing programs or services needed that you feel would reduce housing issues describe in the previous question?



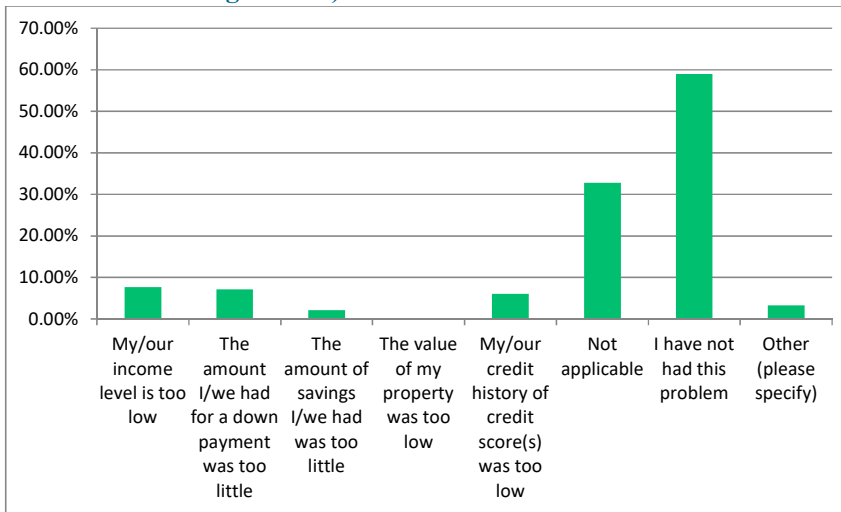


Which of the following issues, if any, have limited the housing options you were able to consider? (Please select at least one of the following choices)

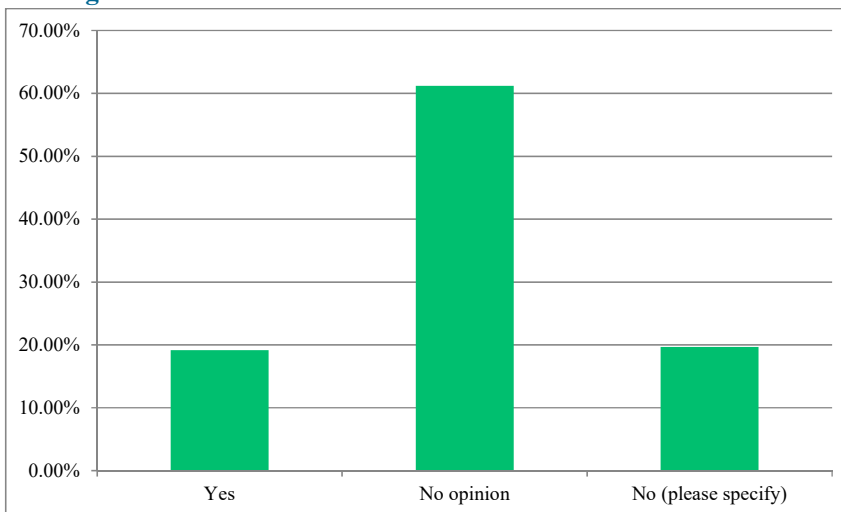




If you have ever applied for a home loan and your application was NOT approved, which of the following reasons were given? (Please select at least one of the following choices)

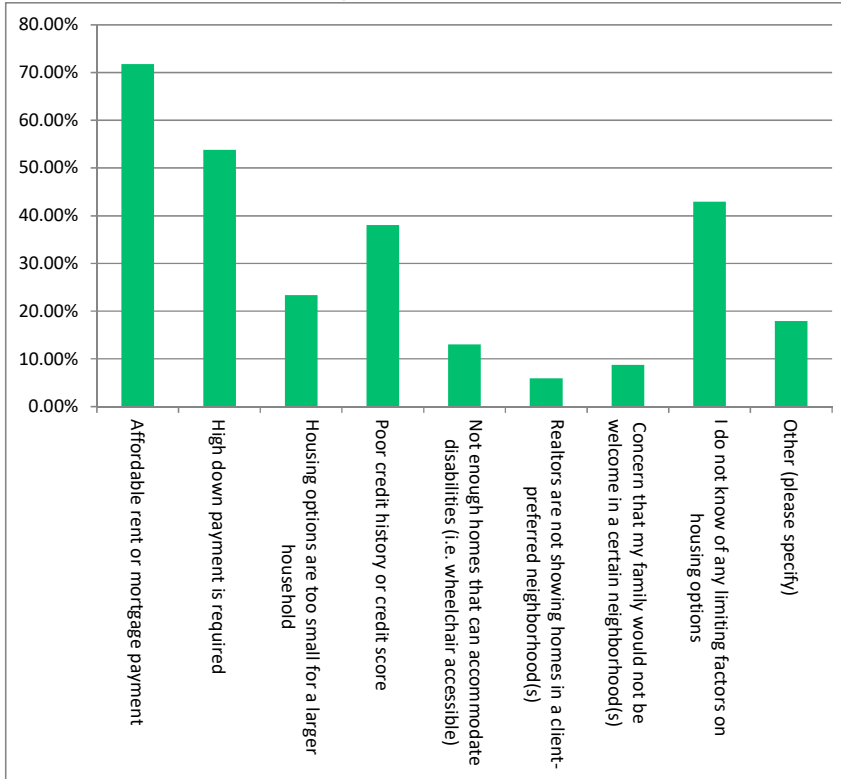


Do you feel local land use regulations support the development of affordable housing?





Which issues, if any, limit workforce housing options in the City?(Please select at least three of the following choices)





C. STAKEHOLDER SURVEYS

In order to try gain additional insight from City Stakeholders, consultations were conducted with a number of stakeholders. In Spring 2021, interviews were held with five stakeholder groups to offer the opportunity for each of them to provide one-on-one input. The following stakeholders were interviewed:

- Luke Chau, Right Time Development Corporation (April 15, 2021)
- Stephen Edwards, City Ventures (April 26, 2021)
- Andy Greenwood, Macerich (April 27, 2021)
- Joe Oftelie, Warmington (May 5, 2021)
- Scott Choppin, Urban Pacific Development (May 15, 2021)

In each of the consultations, the stakeholders were asked the following questions:

1. Please describe your organization's relationship with the City of Lakewood. In what ways does this relationship correspond with housing production?
2. What would you say are your organization's top priorities in the next 2-3 years?
3. What do you think are the top three strategies that the City could use to meet state-mandated housing production goals and why?
4. What segments of the City's population do you think are most vulnerable in terms of accessing affordable housing?
5. How should the City plan for housing for those population segments?
6. What do you think is the greatest challenge in meeting the housing needs for the City?
7. The city is considering mixed-use development as part of a larger strategy to plan for new housing. What considerations should be given to balance housing production with the need to preserve businesses and employment opportunities on the same parcel of land?
8. Do you have any other thoughts or comments concerning the City of Lakewood's Housing Element update?

Summaries of the interviews are as follows:

A. Right Time Development Corporation (April 15, 2021)

Right Time Development Corporation (Right Time) states that the biggest constraints to housing in Lakewood is finding multi-family zoned land. The entitlement process is onerous because it also includes County review. This results in multiple plan checks, wherein County and City comments contradict each other, which slows down the process and doubles the cost of



entitlements for the developer. Right Time specifically calls out how Lakewood's approval process requires approval from both Planning and Building, but also from the County.

Right Time believes that the low and very low-income population are most vulnerable to accessing affordable housing. Affordable housing is presently not being built because it does not pencil out. Only non-profit housing developers are building housing at present. Right Time believes the City needs to consider rezoning commercial to residential zones and single-family to multi-family.

In Right Time's view, zoning is the biggest challenge because it does not allow for multi-family housing. The cost of building materials is also very high, which poses additional challenges. The City should also take note that lumber townhomes are less expensive than podium-style developments, which require concrete and steel.

However, Right Time states that Lakewood has been a great city to work with. While Right Time is critical of many of Lakewood's processes, it would like to see the following changes:

- Expedite entitlements
- Provide incentives to encourage affordable housing development
- Rezone to allow for multi-family housing
- Appreciate economic cost of slow entitlements

B. City Ventures (April 26, 2021)

City Ventures would like to see more overlay zones in the City, or a Specific Plan that allows for flexibility in development standards. They are not in support of minimum densities.

City Ventures feels that the middle class are severely underserved, specifically, those that cannot afford to purchase a home but pay a lot in rent. City Ventures also feels that NIMBYism would be the greatest challenge to addressing housing needs of Lakewood. Mixed-use development should be crafted appropriately and should be site-specific. Ultimately, City Ventures would like to see more housing development allowed within Lakewood itself.

D. Macerich (April 27, 2021)

Macerich desires for the City to revisit zoning and to consider streamlining the approval process. Lakewood has a long approval process which affects project schedules. The more complex the process, the less willing developers are to work in the City. Communication is lost between various agencies.

In general, Macerich thinks that up zoning single-family to multi-family residential uses could be a solution but believes this would be met with resistance. Macerich also states that reducing commercial to accommodate housing will be challenging for the City due to a loss of sales tax. However, balancing housing production while maintaining business will require creativity. Macerich states that taller buildings may be required for mixed-use to pencil out.



E. Warmington (May 5, 2021)

Warmington feels the City should consider adopting an inclusionary housing ordinance otherwise there is no incentive for developers to provide affordable. Developers prefer to pay an in lieu fee to meet goals. Warmington stated that the City should also allow for some flexibility, and the City should also move away from minimum density requirements while achieving no net loss. Developers need certainty and predictability, especially affordable housing developers.

In Warmington's view, minorities and first-time homebuyers are the most vulnerable population, as well as older segments of the population that cannot afford to move. Townhomes and condominiums can help with these populations. Presently, there are investment firms buying homes and driving prices up.

However, developers are presently bound to a zoning code that doesn't work without variances. This results in less than desirable projects, and the present minimum lot requirements do not work for infill projects. Architects find these projects hard to design, especially with parking and open space requirements. The needs more discretion to allow for more attainable housing. Site selection and appropriate density are key challenges to new housing production in Lakewood. Warmington is also skeptical of the commercial viability of mixed-use developments, especially vertical mixed-use. Most storefronts in such developments are left vacant.

F. Urban Pacific Development (May 15, 2021)

Responses from Urban Pacific Development were not recorded.

D. PUBLIC OUTREACH MEETINGS

Due to the COVID-19 Pandemic, the City took a new approach to meetings, which were primarily held on-line over Zoom. The first Community Workshop was held on Wednesday, May 5 and had six attendees from the public. The second was held on Wednesday, May 26 and had six attendees from the public. The following questions (edited for clarity) were asked by the public at these meetings:

May 5, 2021

Question 1: How much affordable housing must Lakewood produce during the current housing element cycle, if any?

Answer 1: The City must demonstrate it has the appropriate land use designations to have the capacity for the requisite affordable housing, but the City is not required to produce housing. The construction is left up to the market to develop and produce that housing.

Question 2: Lakewood was traditionally a bedroom community. Renters may not care about taking care of apartments. There also is no parking in East Lakewood. There is a desire for Lakewood not to become like central Los Angeles.



Answer 2: Understood. The goal of the housing element is to comply with State law by way of methods that fit each individual community.

Question 3: Are religious institutions required to build housing due to California law?

Answer 3: The State does not require religious institutions to build housing. They have changed regulations to encourage religious institutions to build affordable housing on their property, but this is not a requirement.

Question 4: Please do not require minimum densities.

Answer 4: The State has passed a law that may necessitate minimum densities. The City is looking at those places where those laws may be applicable. The city will evaluate this issue further.

Question 5: Thank you for this meeting. We picked Lakewood for its single-family residential nature. Every new buyer in Lakewood wants to purchase property in Lakewood for a single family home.

Answer 5: This comment will be considered as we move forward through this process. Housing Element process is years in the making and relies on data. At every turn the City of Lakewood has pushed back and challenged the numbers, and has lodged formal appeals. City's attention is now on complying with state law.

Question 6: Will the State make affordable housing easier to produce?

Answer 6: There are different state laws making way through the legislature current, but they are not in the final form. The state is also considering budget allocations to produce affordable housing. As the city does not have the means to develop, city relies on developers. Depending on means of affordability, the city hopes the state will make financing of developments easier.

Question 7: Who can rent affordable housing units?

Answer 7: The people who reside in affordable housing are very diverse population group. Depending on how the project is financed, it can help a working class family enter a starter home, it can be developments subsidized through housing voucher, and everything in between. People utilizing Section 8 housing vouchers can benefit, as well as special needs group.

Question 8: Will there be guidelines to ensure there are not multiple families in a single unit?

Answer 8: The City's ability to regulate the people within a household is very limited by state law and case law precedent. The city cannot limit certain families or children within a household. The housing element is also part of the general plan, and the school district would plan for that capacity.

Question 9: It is unfortunate that Lakewood complying state pandemic regulations means businesses closing, which allows for more housing.



Answer 9: Some of the businesses that were closed were already lined up. However, businesses being closed is not a good thing. It is also not accurate to assume that business closures were performed to make land for new housing development. Mixed use means that housing can be developed in a commercial center in a harmonious development. It does not mean that the City is looking to close down commercial.

Question 10: Please consider the intersection of Palo Verde and South for new housing.

Answer 10: Thank you. The City will consider this.

May 26, 2021

Question 1: Who decided "environmental justice" is a housing element?

Answer 1: The State Office of Planning and Research and State legislature. This link is OPR's guidance and information about Environmental Justice elements.

https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf

Question 2: 6 – 8 stories is too much and not appropriate for Lakewood. 3 – 4 stories is more appropriate for Lakewood.

Answer 2: Thank you. We will incorporate this feedback.

December 7, 2021

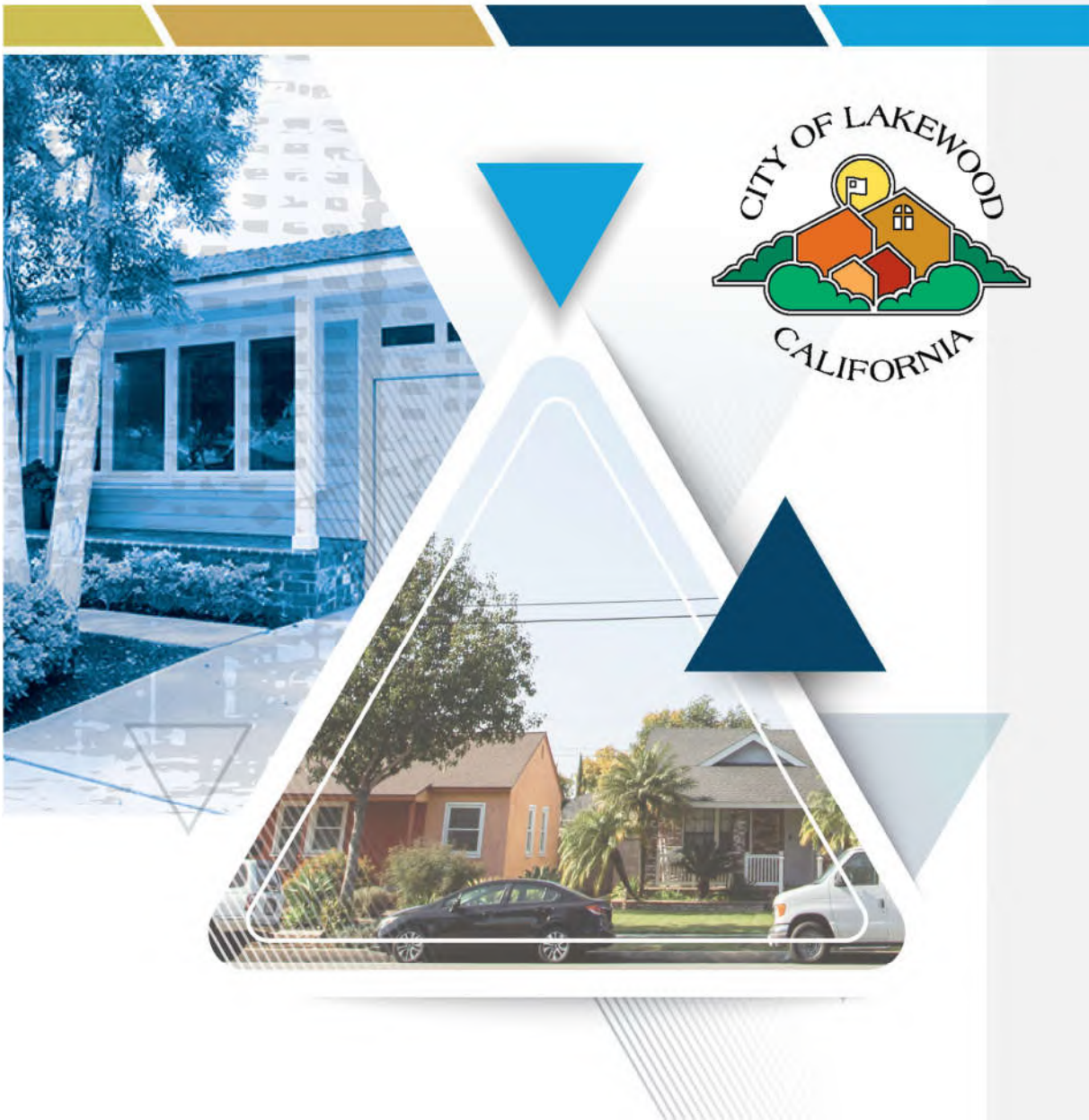
An additional community workshop was held December 7, 2021. The workshop focused specifically on fair housing within the housing element. During this meeting, the fundamentals of affirmatively furthering fair housing were explained to members of the public and a survey regarding fair housing issues was conducted.

The results of the survey indicated that one third of participants have experienced or know someone who has experienced discrimination related to housing, and that this discrimination was based on race/ethnicity. Two-thirds of respondents were unaware of what resources to call on or where to go regarding discrimination in housing choice.



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Appendix B: RHNA Sites List



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Address	Zip Code	Assessor Parcel Number	Consolidated Sites	General Plan Existing	Zoning Designation Existing	Proposed General Plan	Proposed Zoning	Maximum Density (Proposed)	Size (Acres)	Existing Use- Existing Units	Infrastructure	Publicly Owned	Last Two Cycles	Lower Income Capacity	Moderate Income Capacity	Above Moderate	Total Capacity
20505 PIONEER BLVD	90715-1346	7059-019-008	A	MDR	MFR	MDR	MFR	50	0.08	Single Family Home-1	Yes		Yes	2		0	2
20509 PIONEER BLVD	90715-1346	7059-019-009	A	MDR	MFR	MDR	MFR	50	0.11	Single Family Home-1	Yes		Yes	3		0	3
11730 205TH ST	90715-1325	7059-019-011	A	MDR	MFR	MDR	MFR	50	0.45	Two Units-2	Yes		Yes	15		0	15
11748 205TH ST	90715-1325	7059-019-010	A	MDR	MFR	MDR	MFR	50	0.10	Single Family Home-1	Yes		Yes	3		0	3
11728 207TH ST	90715-1331	7059-021-003	B	MDR	MFR	MDR	MFR	50	0.16	Single Family Home-1	Yes		Yes	5		0	5
11733 208TH ST	90715-1334	7059-021-019	B	MDR	MFR	MDR	MFR	50	0.16	Single Family Home-1	Yes		Yes	5		0	5
20707 PIONEER BLVD	90715-1350	7059-021-022	B	MDR	MFR	MDR	MFR	50	0.29	Single Family Home-1	Yes		Yes	10		0	10
11734 207TH ST	90715-1331	7059-021-018	B	MDR	MFR	MDR	MFR	50	0.16	Single Family Home-1	Yes		Yes	5		0	5
11734 207TH ST	90715-1331	7059-021-021	B	MDR	MFR	MDR	MFR	50	1.09	Two Units-2	Yes		Yes	39		0	39
20525 PIONEER BLVD	90715-1346	7059-019-902	C	MDR	MFR	MDR	MFR	40	0.10	Vacant-0	Yes		Yes		3	0	3
20529 PIONEER BLVD	90715-1346	7059-019-900	C	MDR	MFR	MDR	MFR	40	0.11	Vacant-0	Yes	Yes	Yes		3	0	3
20529 PIONEER BLVD	90715-1346	7059-019-901	C	MDR	MFR	MDR	MFR	40	0.10	Vacant-0	Yes	Yes	Yes		3	0	3
11723 207TH ST	90715-1330	7059-020-009		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20837 ARLINE AVE	90715-1429	7058-014-016		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
11738 WALCROFT ST	90715-1359	7059-023-025		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
21531 PIONEER BLVD	90715-2607	7065-023-023		MDR	MFR	MDR	MFR	32	0.24	Churches-1	Yes				5	0	5
20719 ARLINE AVE	90715-1427	7058-013-022		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20822 PIONEER BLVD	90715-1353	7058-014-003		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20803 ARLINE AVE	90715-1429	7058-014-019		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20722 ARLINE AVE	90715-1428	7058-016-004		MDR	MFR	MDR	MFR	32	0.19	Single Family Home-1	Yes		Yes		4	0	4
20703 ARLINE AVE	90715-1427	7058-013-020		MDR	MFR	MDR	MFR	32	0.21	Single Family Home-1	Yes		Yes		4	0	4
20826 PIONEER BLVD	90715-1353	7058-014-004		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20836 PIONEER BLVD	90715-1353	7058-014-006		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20842 PIONEER BLVD	90715-1353	7058-014-007		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20827 ARLINE AVE	90715-1429	7058-014-021		MDR	MFR	MDR	MFR	32	0.18	Single Family Home-1	Yes		Yes		3	0	3
20722 1/2 ARLINE AVE	90715-1428	7058-016-005		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20827 SEINE AVE	90715-1440	7058-017-020		MDR	MFR	MDR	MFR	40	0.32	Two Units-2	Yes		Yes		8	0	8
11885 209TH ST	90715-1457	7058-017-023		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20832 PIONEER BLVD	90715-1353	7058-014-005		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20703 SEINE AVE	90715-1438	7058-016-010		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20833 SEINE AVE	90715-1440	7058-017-021		MDR	MFR	MDR	MFR	40	0.32	Two Units-2	Yes		Yes		8	0	8
11889 209TH ST	90715-1457	7058-017-024		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11650 206TH ST	90715-1305	7059-015-026		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3

Address	Zip Code	Assessor Parcel Number	Consolidated Sites	General Plan Existing	Zoning Designation Existing	Proposed General Plan	Proposed Zoning	Maximum Density (Proposed)	Size (Acres)	Existing Use- Existing Units	Infrastructure	Publicly Owned	Last Two Cycles	Lower Income Capacity	Moderate Income Capacity	Above Moderate	Total Capacity
20603 ALBURTIS AVE	90715-1338	7059-015-033		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11649 207TH ST	90715-1328	7059-015-902		MDR	MFR	MDR	MFR	32	0.16	Vacant-0	Yes	Yes	Yes		4	0	4
20503 ALBURTIS AVE	90715-1308	7059-016-001		MDR	MFR	MDR	MFR	32	0.18	Single Family Home-1	Yes		Yes		3	0	3
11641 206TH ST	90715-1304	7059-016-009		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11614 205TH ST	90715-1303	7059-016-023		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
11626 205TH ST	90715-1303	7059-016-025		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
11732 208TH ST	90715-1335	7059-022-026		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11725 209TH ST	90715-1336	7059-023-011		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11721 209TH ST	90715-1336	7059-023-012		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11737 CENTRALIA ST	90715-1323	7059-024-005		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11710 209TH ST	90715-1337	7059-024-016		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11722 209TH ST	90715-1337	7059-024-019		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11636 WALCROFT ST	90715-1357	7059-012-023		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11640 WALCROFT ST	90715-1357	7059-012-024		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11643 207TH ST	90715-1328	7059-015-900		MDR	MFR	MDR	MFR	32	0.24	Vacant-0	Yes		Yes		6	0	6
11647 206TH ST	90715-1304	7059-016-008		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11728 208TH ST	90715-1335	7059-022-027		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11722 WALCROFT ST	90715-1359	7059-023-021		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11726 WALCROFT ST	90715-1359	7059-023-022		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11730 WALCROFT ST	90715-1359	7059-023-023		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11742 WALCROFT ST	90715-1359	7059-023-026		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11723 CENTRALIA ST	90715-1323	7059-024-008		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11719 CENTRALIA ST	90715-1323	7059-024-009		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11711 CENTRALIA ST	90715-1323	7059-024-011		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11702 209TH ST	90715-1337	7059-024-014		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11726 209TH ST	90715-1337	7059-024-020		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11630 WALCROFT ST	90715-1357	7059-012-022		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11644 206TH ST	90715-1305	7059-015-901		MDR	MFR	MDR	MFR	32	0.24	Vacant-0	Yes		Yes		6	0	6
11623 206TH ST	90715-1304	7059-016-014		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20802 ALBURTIS AVE	90715-1343	7059-022-031		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11729 209TH ST	90715-1336	7059-023-010		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11703 209TH ST	90715-1336	7059-023-015		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11734 WALCROFT ST	90715-1359	7059-023-024		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2

Address	Zip Code	Assessor Parcel Number	Consolidated Sites	General Plan Existing	Zoning Designation Existing	Proposed General Plan	Proposed Zoning	Maximum Density (Proposed)	Size (Acres)	Existing Use- Existing Units	Infrastructure	Publicly Owned	Last Two Cycles	Lower Income Capacity	Moderate Income Capacity	Above Moderate	Total Capacity
11739 CENTRALIA ST	90715-1323	7059-024-004		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11715 CENTRALIA ST	90715-1323	7059-024-010		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11736 209th Street	90715-1337	7059-024-022		MDR	MFR	MDR	MFR	32	0.09	Single Family Home-0	Yes		Yes		2	0	2
20859 PIONEER BLVD	90715-1366	7059-023-001		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20849 PIONEER BLVD	90715-1366	7059-023-003		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11737 209TH ST	90715-1336	7059-023-008		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11733 209TH ST	90715-1336	7059-023-009		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11727 CENTRALIA ST	90715-1323	7059-024-007		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11706 209TH ST	90715-1337	7059-024-015		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11707 CENTRALIA ST	90715-1323	7059-024-028		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11448 216TH ST	90715-2507	7060-024-013		MDR	MFR	MDR	MFR	32	0.24	Single Family Home-1	Yes		Yes		5	0	5
6500 DEL AMO BLVD	90713-2205	7061-008-048		LDR	R-1	MDR	MFR	50	1.04	Churches-2	Yes			37		0	37
6500 DEL AMO BLVD	90713-2205	7061-008-049		LDR	R-1	MDR	MFR	50	0.76	Churches-0	Yes			28		0	28
6540 DEL AMO BLVD	90713-2205	7061-008-050		PUB	MFR	PUB	MFR	50	1.79	Churches-1	Yes			66		0	66
11844 CENTRALIA ST	90715-1434	7065-004-014		MDR	MFR	MDR	MFR	50	0.99	Schools (Private)-0	Yes			37		0	37
11844 CENTRALIA ST	90715-1434	7065-004-013		MDR	MFR	MDR	MFR	50	1.05	Churches-2	Yes			37		0	37
5756 ROCKET ST	90713-1040	7165-014-022		MDR	MFR	MDR	MFR	32	0.24	Churches-1	Yes				5	0	5
20727 ARLINE AVE	90715-1427	7058-013-013		MDR	MFR	MDR	MFR	40	0.31	Single Family Home-1	Yes		Yes		8	0	8
3200 E CARSON ST	90712-4038	7149-002-027		IND	M-1	IND	M-1	48.78	4.92	Office Buildings-0	Yes			96		144	240
4010 WATSON PLAZA DR	90712-4037	7149-002-012		IND	M-1	IND	M-1	51.28	3.12	Office Buildings-0	Yes			64		96	160
4060 WATSON PLAZA DR	90712-4033	7149-002-011		IND	M-1	IND	M-1	50.96	3.14	Office Buildings-0	Yes			64		96	160
4001 WATSON PLAZA DR	90712-4034	7149-002-026		IND	M-1	IND	M-1	45.15	2.99	Warehousing, Distribution, Storage-0	Yes			54		81	135
4126 ANDY ST	90712-1007	7160-019-042		MDR	MFR	MDR	MFR	32	0.21	Single Family Home-1	Yes				4	0	4
4142 ANDY ST	90712-1007	7160-019-045		MDR	MFR	MDR	MFR	32	0.22	Single Family Home-1	Yes				4	0	4
4120 ANDY ST	90712-1007	7160-019-041		MDR	MFR	MDR	MFR	32	0.21	Single Family Home-1	Yes				4	0	4
11849 207TH ST	90715-1455	7058-012-016		MDR	MFR	MDR	MFR	32	0.19	Single Family Home-1	Yes		Yes		4	0	4
20614 ARLINE AVE	90715-1426	7058-012-011		MDR	MFR	MDR	MFR	32	0.25	Single Family Home-1	Yes		Yes		5	0	5
11881 207TH ST	90715-1455	7058-012-027		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20722 PIONEER BLVD	90715-1351	7058-013-005		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20620 ARLINE AVE	90715-1426	7058-012-014		MDR	MFR	MDR	MFR	32	0.22	Single Family Home-1	Yes		Yes		4	0	4
20613 SEINE AVE	90715-1436	7058-012-021		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
11877 207TH ST	90715-1455	7058-012-028		MDR	MFR	MDR	MFR	32	0.20	Single Family Home-1	Yes		Yes		4	0	4
20621 SEINE AVE	90715-1436	7058-012-022		MDR	MFR	MDR	MFR	32	0.18	Single Family Home-1	Yes		Yes		3	0	3

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11863 207TH ST	90715-1455	7058-012-026		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11918 207TH ST	90715-1462	7058-019-002		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11924 207TH ST	90715-1462	7058-019-003		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11940 206TH ST	90715-1465	7058-011-017		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11936 206TH ST	90715-1465	7058-011-018		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11859 207TH ST	90715-1455	7058-012-017		MDR	MFR	MDR	MFR	32	0.19	Single Family Home-1	Yes		Yes		3	0	3
11863 1/2 207TH ST	90715-1455	7058-012-025		MDR	MFR	MDR	MFR	32	0.18	Single Family Home-1	Yes		Yes		3	0	3
20728 PIONEER BLVD	90715-1351	7058-013-006		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
5035 HEDDA ST	90712-1229	7168-030-035		LDR	R-1	MDR	MFR	50	0.60	Churches-2	Yes			21		0	21
20713 ROSETON AVE	90715-1243	7059-009-007		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11634 208TH ST	90715-1333	7059-013-021		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11618 208TH ST	90715-1333	7059-013-032		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11630 207TH ST	90715-1329	7059-014-046		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11633 207TH ST	90715-1328	7059-015-009		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11624 207TH ST	90715-1329	7059-014-019		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11638 207TH ST	90715-1329	7059-014-022		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11601 208TH ST	90715-1332	7059-014-025		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11610 207TH ST	90715-1329	7059-014-900		MDR	MFR	MDR	MFR	32	0.25	Vacant-0	Yes		Yes		6	0	6
11618 207TH ST	90715-1329	7059-014-901		MDR	MFR	MDR	MFR	32	0.25	Vacant-0	Yes		Yes		6	0	6
20615 ALBURTIS AVE	90715-1338	7059-015-003		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11629 207TH ST	90715-1328	7059-015-010		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11731 206TH ST	90715-1326	7059-019-006		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11634 207TH ST	90715-1329	7059-014-021		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11620 206TH ST UNIT 22	90715-1305	7059-015-020		MDR	MFR	MDR	MFR	32	0.24	Two Units-2	Yes		Yes		4	0	4
20811 ROSETON AVE	90715-1245	7059-009-012		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
11644 208TH ST	90715-1333	7059-013-023		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11614 208TH ST	90715-1333	7059-013-031		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11628 208TH ST	90715-1333	7059-013-034		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20703 ALBURTIS AVE	90715-1340	7059-014-001		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20709 ALBURTIS AVE	90715-1340	7059-014-002		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20726 ROSETON AVE	90715-1244	7059-014-026		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
21536 ROSETON AVE	90715-2515	7060-022-018		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
21524 ROSETON AVE	90715-2515	7060-022-020		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2

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21503 ROSETON AVE	90715-2514	7060-022-012		MDR	MFR	MDR	MFR	32	0.23	Single Family Home-1	Yes		Yes		5	0	5
11533 216TH ST	90715-2508	7060-022-007		MDR	MFR	MDR	MFR	40	0.31	Three Units (Any Combination)-3	Yes		Yes		6	0	6
21515 ROSETON AVE	90715-2514	7060-022-013		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
21530 ROSETON AVE	90715-2515	7060-022-019		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
21413 BLOOMFIELD AVE	90715-2350	7066-010-025		MDR	MFR	MDR	MFR	40	0.31	Single Family Home-1	Yes				8	0	8
11650 215TH ST	90715-2103	7065-023-004		MDR	MFR	MDR	MFR	40	0.31	Two Units-2	Yes		Yes		7	0	7
4130 PARAMOUNT BLVD	90712-3914	7151-024-021		C	C-4	C	C-4	63.16	1.33	Stores-0	Yes			14		22	36
3114 E SOUTH ST	90805-3743	7157-007-010		MDR	MFR	MDR	MFR	50	1.51	Parking Lots (Commercial Use Properties)-0	Yes			57		0	57
3114 E SOUTH ST	90805-3743	7157-007-011		MDR	MFR	MDR	MFR	50	2.59	Churches-1	Yes			96		0	96
4119 ANDY ST	90712-1006	7160-016-057		MDR	MFR	MDR	MFR	32	0.19	Single Family Home-1	Yes				4	0	4
4109 ANDY ST	90712-1006	7160-016-059		MDR	MFR	MDR	MFR	32	0.18	Single Family Home-1	Yes				3	0	3
4113 ANDY ST	90712-1006	7160-016-058		MDR	MFR	MDR	MFR	32	0.18	Single Family Home-1	Yes				3	0	3
6150 BELLFLOWER BLVD	90713-1064	7165-025-027		LDR	R-1	MDR	MFR	50	1.02	Churches-0	Yes			38		0	38
5650 DUNROBIN AVE	90713-1400	7171-004-017		LDR	R-1	MDR	MFR	50	1.25	Churches-3	Yes			44		0	44
4625 WOODRUFF AVE	90713-2555	7175-027-002		PUB	MFR	PUB	MFR	50	0.23	Schools (Private)-1	Yes				8	0	8
4645 WOODRUFF AVE	90713-2555	7175-027-001		PUB	MFR	PUB	MFR	50	3.00	Churches-1	Yes			111		0	111
4130 WOODRUFF AVE	90713-3141	7185-002-014		C	C-4	C	C-4	13.86	4.33	Shopping Centers (Neighborhood, community)-0	Yes			24		36	60
6482 SOUTH ST	90713-1713	7048-001-031		C	C-3	C	C-3	38.21	7.54	Shopping Centers (Neighborhood, community)-0	Yes			56		85	141
20737 ARLINE AVE	90715-1427	7058-013-014		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20712 PIONEER BLVD	90715-1351	7058-013-017		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20713 ARLINE AVE	90715-1427	7058-013-010		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11859 209TH ST	90715-1457	7058-017-029		MDR	MFR	MDR	MFR	40	0.44	Churches-1	Yes				12	0	12
11867 209TH ST	90715-1457	7058-017-030		MDR	MFR	MDR	MFR	32	0.24	Two Units-2	Yes		Yes		4	0	4
20622 PIONEER BLVD	90715-1349	7058-008-004		MDR	MFR	MDR	MFR	40	0.30	Single Family Home-1	Yes		Yes		8	0	8
20718 PIONEER BLVD	90715-1351	7058-013-018		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
11879 209TH ST	90715-1457	7058-017-031		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11606 209TH ST	90715-1319	7059-011-013		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11636 209TH ST	90715-1319	7059-011-019		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
20920 ROSETON AVE	90715-1248	7059-011-900		MDR	MFR	MDR	MFR	32	0.21	Single Family Home-1	Yes		Yes		4	0	4
11631 209TH ST	90715-1318	7059-012-010		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11624 WALCROFT ST	90715-1357	7059-012-021		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20714 ALBURTIS AVE	90715-1341	7059-021-014		MDR	MFR	MDR	MFR	32	0.20	Single Family Home-1	Yes		Yes		4	0	4
20706 ALBURTIS AVE	90715-1341	7059-021-015		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2

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20821 PIONEER BLVD	90715-1352	7059-022-004		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11624 209TH ST	90715-1319	7059-011-017		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11630 209TH ST	90715-1319	7059-011-018		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
20835 ALBURTIS AVE	90715-1365	7059-012-001		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20841 ALBURTIS AVE	90715-1365	7059-012-002		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11741 206TH ST	90715-1326	7059-019-004		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20817 PIONEER BLVD	90715-1352	7059-022-003		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11721 WALCROFT ST	90715-1358	7059-022-014		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11729 WALCROFT ST	90715-1358	7059-022-016		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20845 ALBURTIS AVE	90715-1365	7059-012-003		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11620 WALCROFT ST	90715-1357	7059-012-020		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20726 ALBURTIS AVE	90715-1341	7059-021-012		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
20811 PIONEER BLVD	90715-1352	7059-022-002		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11635 CENTRALIA ST	90715-1322	7059-011-009		MDR	MFR	MDR	MFR	32	0.20	Single Family Home-1	Yes		Yes		4	0	4
11602 209TH ST	90715-1319	7059-011-012		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
11620 209TH ST	90715-1319	7059-011-016		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11650 209TH ST	90715-1319	7059-011-022		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11641 209TH ST	90715-1318	7059-012-008		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11733 WALCROFT ST	90715-1358	7059-022-017		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20806 ALBURTIS AVE	90715-1343	7059-022-024		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11342 215TH ST	90715-2020	7060-023-005		MDR	MFR	MDR	MFR	40	0.40	Three Units (Any Combination)-3	Yes		Yes		9	0	9
11436 215TH ST	90715-2022	7060-023-013		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11410 216TH ST	90715-2507	7060-024-002		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11442 216TH ST	90715-2507	7060-024-010		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11420 216TH ST	90715-2507	7060-024-005		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11436 216TH ST	90715-2507	7060-024-009		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11428 215TH ST	90715-2022	7060-023-012		MDR	MFR	MDR	MFR	32	0.28	Two Units-2	Yes		Yes		5	0	5
11402 216TH ST	90715-2507	7060-024-001		MDR	MFR	MDR	MFR	32	0.26	Single Family Home-1	Yes		Yes		5	0	5
11436 1/2 215TH ST	90715-2022	7060-023-014		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11416 216TH ST	90715-2507	7060-024-003		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11424 216TH ST	90715-2507	7060-024-006		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
6440 DEL AMO BLVD	90713-2204	7061-007-019		LDR	R-1	MDR	MFR	50	0.73	Churches-1	Yes			27		0	27
21529 PIONEER BLVD	90715-2607	7065-023-024		MDR	MFR	MDR	MFR	32	0.18	Single Family Home-1	Yes		Yes		3	0	3

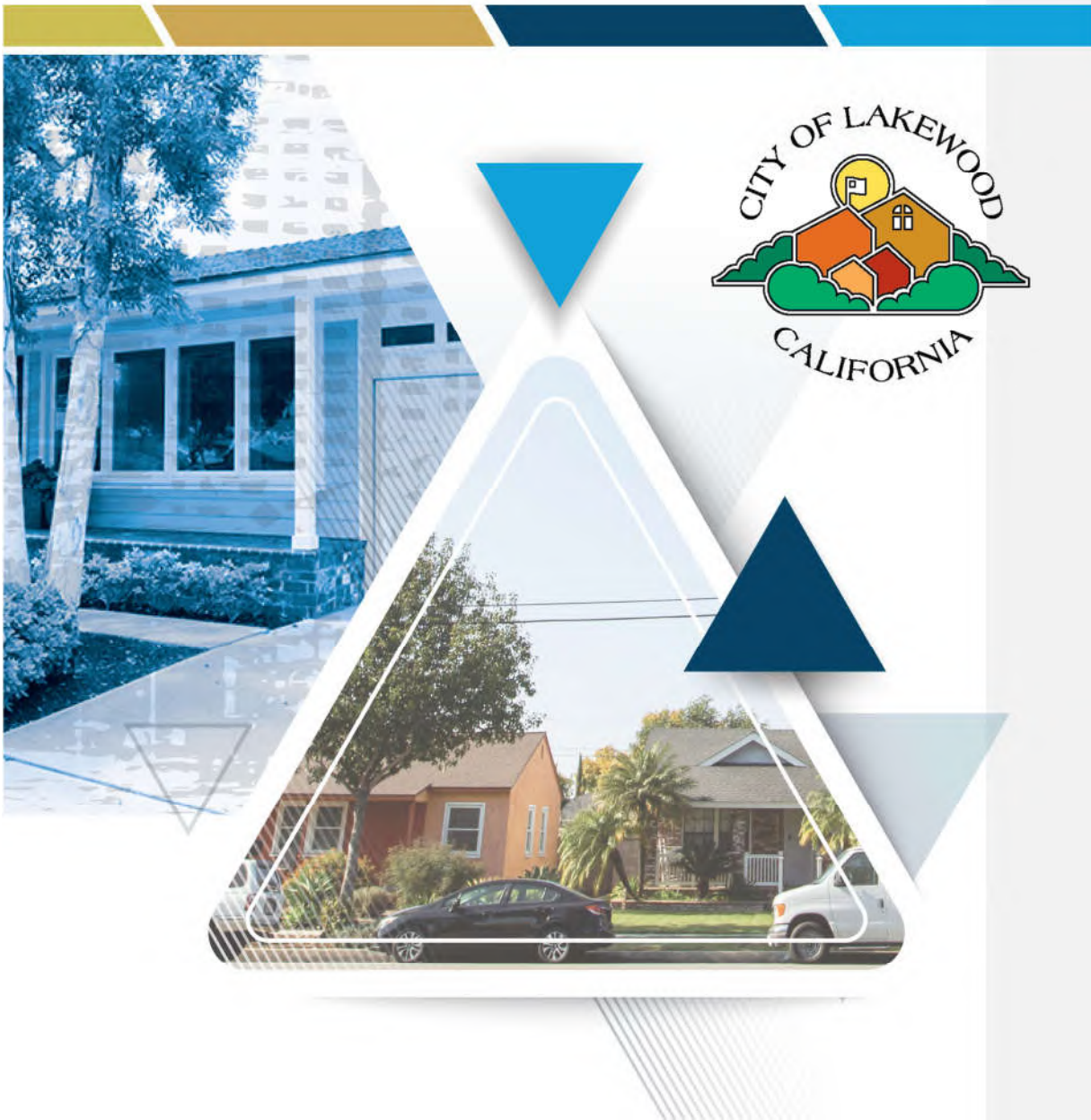
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11610 WALCROFT ST	90715-1357	7059-012-018		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
3547 SAINT PANCRATIUS PL	90712-1416	7159-006-052		PUB	MFR	PUB	MFR	50	6.57	Schools (Private)-1	Yes			245		0	245
3519 SAINT PANCRATIUS PL	90712-1416	7159-006-016		PUB	MFR	PUB	MFR	50	2.74	Churches-1	Yes			102		0	102
4103 ANDY ST	90712-1006	7160-016-060		MDR	MFR	MDR	MFR	32	0.19	Single Family Home-1	Yes				4	0	4
11823 207TH ST	90715-1416	7058-008-024		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11905 207TH ST	90715-1461	7058-011-009		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20713 ELAINE AVE	90715-1525	7058-019-016		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
20719 ELAINE AVE	90715-1525	7058-019-017		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
20826 SEINE AVE	90715-1463	7058-020-008		MDR	MFR	MDR	MFR	40	0.32	Three Units (Any Combination)-3	Yes		Yes		7	0	7
20837 ELAINE AVE	90715-1501	7058-020-022		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
20830 SEINE AVE	90715-1463	7058-020-050		MDR	MFR	MDR	MFR	40	0.32	Three Units (Any Combination)-3	Yes		Yes		6	0	6
11925 207TH ST	90715-1461	7058-011-012		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11976 206TH ST	90715-1465	7058-011-013		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20703 ELAINE AVE	90715-1525	7058-019-010		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
20803 ELAINE AVE	90715-1501	7058-020-052		MDR	MFR	MDR	MFR	50	0.36	Four Units (Any Combination)-4	Yes		Yes	9		0	9
11911 207TH ST	90715-1461	7058-011-010		MDR	MFR	MDR	MFR	32	0.19	Single Family Home-1	Yes		Yes		4	0	4
20838 SEINE AVE	90715-1463	7058-020-010		MDR	MFR	MDR	MFR	40	0.32	Two Units-2	Yes		Yes		8	0	8
11921 209TH ST	90715-1420	7058-020-028		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20743 ELAINE AVE	90715-1525	7058-020-030		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11935 209TH ST	90715-1420	7058-020-055		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
11919 207TH ST	90715-1461	7058-011-011		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		2	0	2
20605 ELAINE AVE	90715-1523	7058-011-014		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20611 ELAINE AVE	90715-1523	7058-011-015		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20811 ELAINE AVE	90715-1501	7058-020-017		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11955 209TH ST	90715-1420	7058-020-023		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11945 209TH ST	90715-1420	7058-020-024		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20727 ROSETON AVE	90715-1243	7059-009-009		MDR	MFR	MDR	MFR	32	0.22	Single Family Home-1	Yes		Yes		4	0	4
20723 ELAINE AVE	90715-1525	7058-019-035		MDR	MFR	MDR	MFR	40	0.36	Single Family Home-0	Yes		Yes		11	0	11
12133 SCHICK LN	90715-1547	7058-027-017		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes				3	0	3
12109 SCHICK LN	90715-1547	7058-027-020		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes				2	0	2
12113 SCHICK LN	90715-1547	7058-027-019		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes				2	0	2
12141 SCHICK LN	90715-1547	7058-027-016		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes				2	0	2
20817 ROSETON AVE	90715-1245	7059-009-013		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2

Address	Zip Code	Assessor Parcel Number	Consolidated Sites	General Plan Existing	Zoning Designation Existing	Proposed General Plan	Proposed Zoning	Maximum Density (Proposed)	Size (Acres)	Existing Use- Existing Units	Infrastructure	Publicly Owned	Last Two Cycles	Lower Income Capacity	Moderate Income Capacity	Above Moderate	Total Capacity
11546 STILLMAN ST	90715-1252	7059-009-016		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20926 NECTAR AVE	90715-1230	7059-010-004		MDR	MFR	MDR	MFR	32	0.22	Single Family Home-1	Yes		Yes		4	0	4
20833 ROSETON AVE	90715-1245	7059-010-007		MDR	MFR	MDR	MFR	32	0.22	Single Family Home-1	Yes		Yes		4	0	4
20913 ALBURTIS AVE	90715-1320	7059-011-003		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11644 WALCROFT ST	90715-1357	7059-012-025		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20807 ALBURTIS AVE	90715-1342	7059-013-002		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11714 205TH ST	90715-1325	7059-019-015		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes		Yes		3	0	3
20524 ALBURTIS AVE	90715-1309	7059-019-019		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20520 ALBURTIS AVE	90715-1309	7059-019-021		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20633 ROSETON AVE	90715-1241	7059-009-015		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20926 NECTAR AVE	90715-1230	7059-010-002		MDR	MFR	MDR	MFR	32	0.08	Single Family Home-0	Yes		Yes		2	0	2
20919 ALBURTIS AVE	90715-1320	7059-011-004		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11629 WALCROFT ST	90715-1356	7059-013-010		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20512 ALBURTIS AVE	90715-1309	7059-019-022		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20508 ALBURTIS AVE	90715-1309	7059-019-023		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11715 207TH ST	90715-1330	7059-020-008		MDR	MFR	MDR	MFR	32	0.24	Single Family Home-1	Yes		Yes		5	0	5
20614 ALBURTIS AVE	90715-1339	7059-020-013		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11534 STILLMAN ST	90715-1252	7059-009-017		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20907 ALBURTIS AVE	90715-1320	7059-011-002		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
20902 ROSETON AVE	90715-1248	7059-012-032		MDR	MFR	MDR	MFR	32	0.27	Two Units-2	Yes		Yes		4	0	4
20834 ROSETON AVE	90715-1246	7059-012-034		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
11715 206TH ST	90715-1326	7059-019-016		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
20626 ALBURTIS AVE	90715-1339	7059-020-011		MDR	MFR	MDR	MFR	32	0.15	Single Family Home-1	Yes		Yes		3	0	3
20610 ALBURTIS AVE	90715-1339	7059-020-014		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
20815 ALBURTIS AVE	90715-1342	7059-013-003		MDR	MFR	MDR	MFR	32	0.20	Single Family Home-1	Yes		Yes		4	0	4
11645 WALCROFT ST	90715-1356	7059-013-007		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11721 206TH ST	90715-1326	7059-019-017		MDR	MFR	MDR	MFR	32	0.24	Single Family Home-1	Yes		Yes		5	0	5
11737 206TH ST	90715-1326	7059-019-038		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
20618 ALBURTIS AVE	90715-1339	7059-020-012		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
21516 ROSETON AVE	90715-2515	7060-022-066		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
11604 216TH ST	90715-2510	7060-025-013		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11600 216TH ST	90715-2510	7060-025-012		MDR	MFR	MDR	MFR	32	0.28	Two Units-2	Yes		Yes		5	0	5
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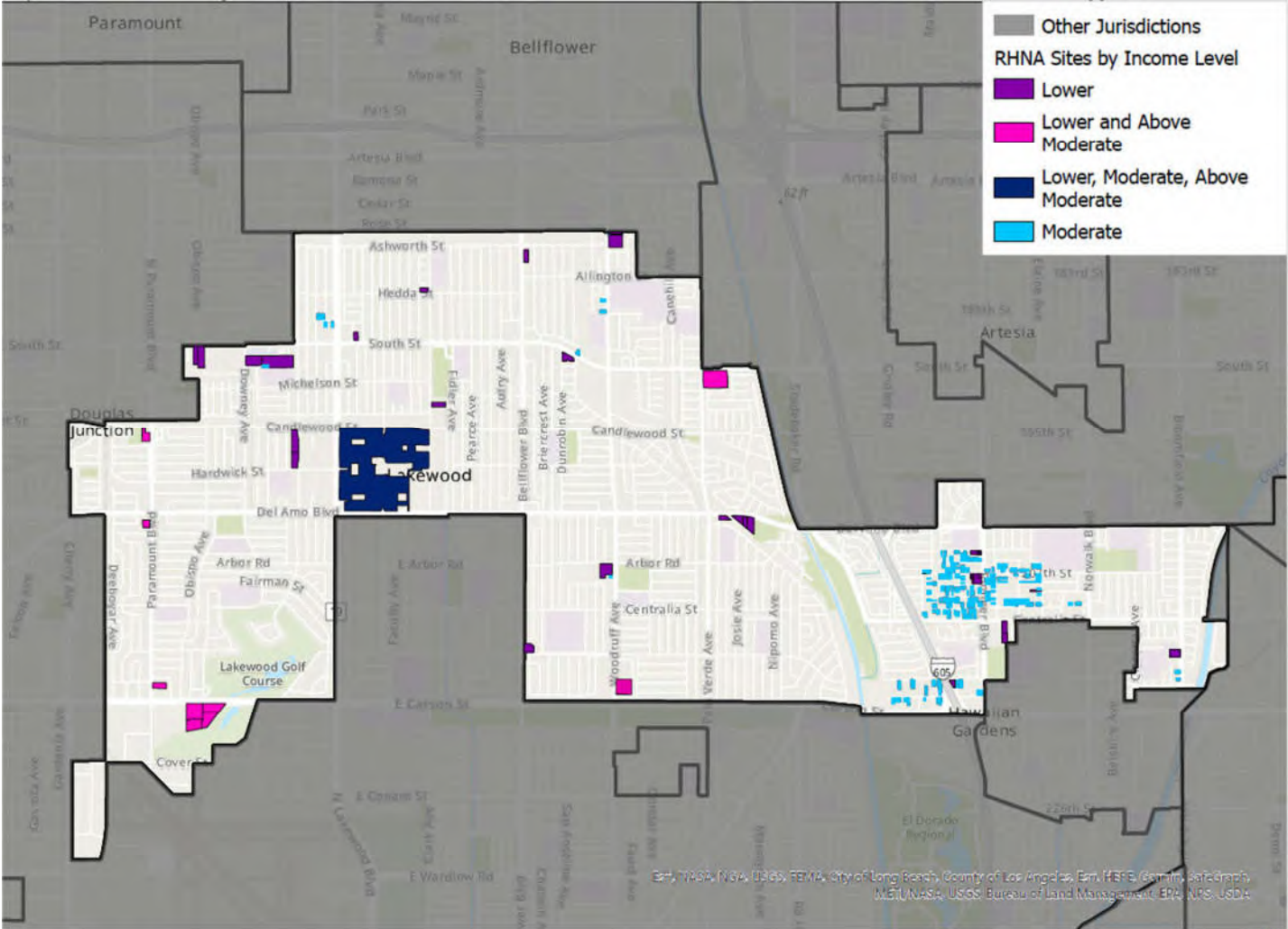
Address	Zip Code	Assessor Parcel Number	Consolidated Sites	General Plan Existing	Zoning Designation Existing	Proposed General Plan	Proposed Zoning	Maximum Density (Proposed)	Size (Acres)	Existing Use- Existing Units	Infrastructure	Publicly Owned	Last Two Cycles	Lower Income Capacity	Moderate Income Capacity	Above Moderate	Total Capacity
11606 216TH ST	90715-2510	7060-025-014		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
11526 216TH ST	90715-2535	7060-025-017		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes		Yes		2	0	2
21508 ROSETON AVE	90715-2515	7060-022-065		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11644 215TH ST	90715-2103	7065-023-002		MDR	MFR	MDR	MFR	50	0.52	Single Family Home-1	Yes		Yes	19		0	19
11755 216TH ST	90715-2604	7065-023-022		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11702 215TH ST	90715-2104	7065-023-006		MDR	MFR	MDR	MFR	32	0.25	Two Units-2	Yes		Yes		4	0	4
21225 BLOOMFIELD AVE	90715-2347	7066-009-016		MDR	MFR	MDR	MFR	50	1.45	Churches-0	Yes			54		0	54
21435 BLOOMFIELD AVE	90715-2350	7066-010-023		MDR	MFR	MDR	MFR	32	0.17	Single Family Home-1	Yes				3	0	3
11944 206TH ST	90715-1465	7058-011-016		MDR	MFR	MDR	MFR	32	0.14	Single Family Home-1	Yes		Yes		2	0	2
5121 HAYTER AVE	90712-2305	7155-006-001		MDR	MFR	MDR	MFR	50	1.82	Churches-2	Yes			66		0	66
4815 PARAMOUNT BLVD	90712-3301	7152-005-040		C	C-3	C	C-3	18.37	0.98	Stores-0	Yes			7		11	18
5225 HAYTER AVE	90712-2307	7155-005-015		MDR	MFR	MDR	MFR	50	2.70	Churches-3	Yes			98		0	98
5933 WOODRUFF AVE	90713-1123	7165-016-018		MDR	MFR	MDR	MFR	32	0.20	Single Family Home-1	Yes				4	0	4
5935 WOODRUFF AVE	90713-1123	7165-016-012		MDR	MFR	MDR	MFR	32	0.12	Single Family Home-1	Yes				2	0	2
5903 WOODRUFF AVE	90713-1123	7165-016-016		MDR	MFR	MDR	MFR	40	0.31	Single Family Home-1	Yes				8	0	8
5818 BONFAIR AVE	90712-1120	7168-001-018		MDR	MFR	MDR	MFR	50	0.62	Churches-0	Yes			23		0	23
20724 SEINE AVE	90715-1439	7058-019-006		MDR	MFR	MDR	MFR	40	0.32	Two Units-2	Yes		Yes		8	0	8
5420 CLARK AVE	90712-1903	7170-006-002		MDR	MFR	MDR	MFR	50	1.07	Churches-1	Yes			39		0	39
20632 NECTAR AVE	90715-1224	7059-009-018		MDR	MFR	MDR	MFR	32	0.13	Single Family Home-1	Yes		Yes		2	0	2
11637 207TH ST	90715-1328	7059-015-008		MDR	MFR	MDR	MFR	32	0.16	Single Family Home-1	Yes		Yes		3	0	3
11730 209TH ST	90715-1337	7059-024-024		MDR	MFR	MDR	MFR	32	0.11	Single Family Home-1	Yes		Yes		2	0	2
4318 BELLFLOWER BLVD	90713-2507	7178-003-026		LDR	R-1	MDR	MFR	50	1.49	Churches-1	Yes			55		0	55
3555 SAINT PANCRATIUS PL	90712-1416	7159-006-051		PUB	MFR	PUB	MFR	32	0.27	Schools (Private)-1	Yes				5	0	5
6248 WOODRUFF AVE	90713-1128	7166-001-002		LDR	MFR	MDR	MFR	40	0.35	Church-0	Yes				10	0	10
0	0	7166-001-032		LDR	R-1	MDR	MFR	50	3.09	Churches-2	Yes			114		0	114
6248 WOODRUFF AVE	90713-1128	7166-001-001		LDR	R-1	MDR	MFR	50	0.53	Churches-1	Yes			19		0	19
20714 ARLINE AVE	90715-1428	7058-016-018		MDR	MFR	MDR	MFR	40	0.32	Two Units-2	Yes		Yes		8	0	8
11704 215TH ST	90715-2104	7065-023-008		MDR	MFR	MDR	MFR	32	0.25	Two Units-2	Yes		Yes		4	0	4
500 LAKEWOOD CENTER MALL	90712	7172-001-049		C	C-4	C	C-4	152.21	99.49	Shopping Centers (Regional)-0	Yes			149	51	800	1000

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Appendix C: RHNA Sites Map



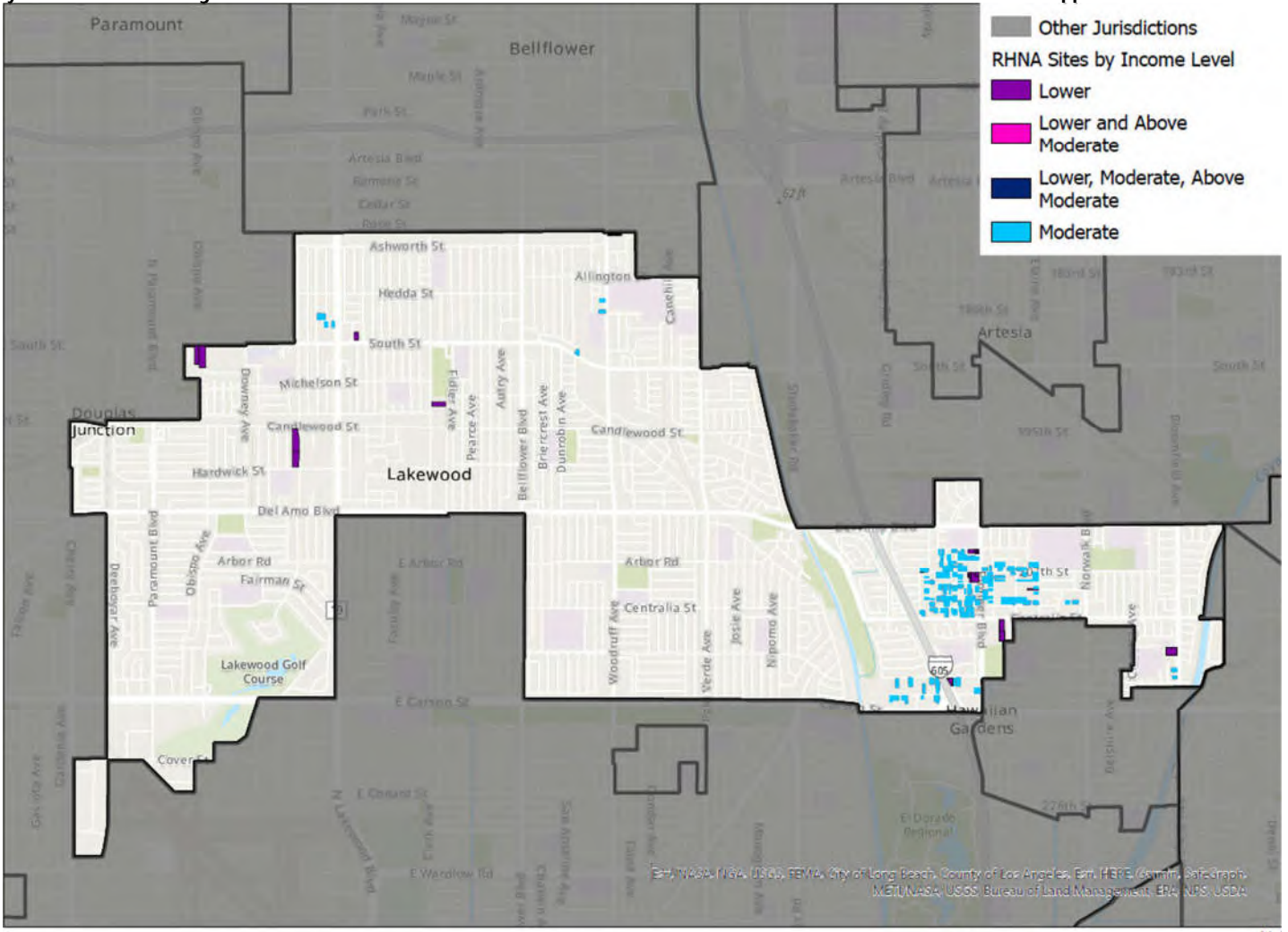
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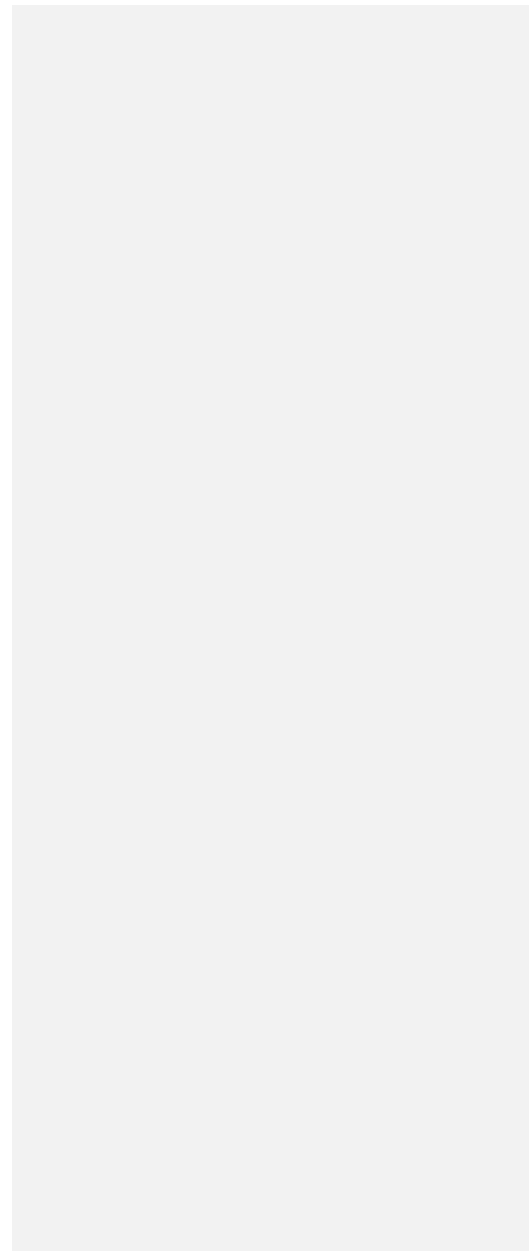
RHNA Sites: All Approaches

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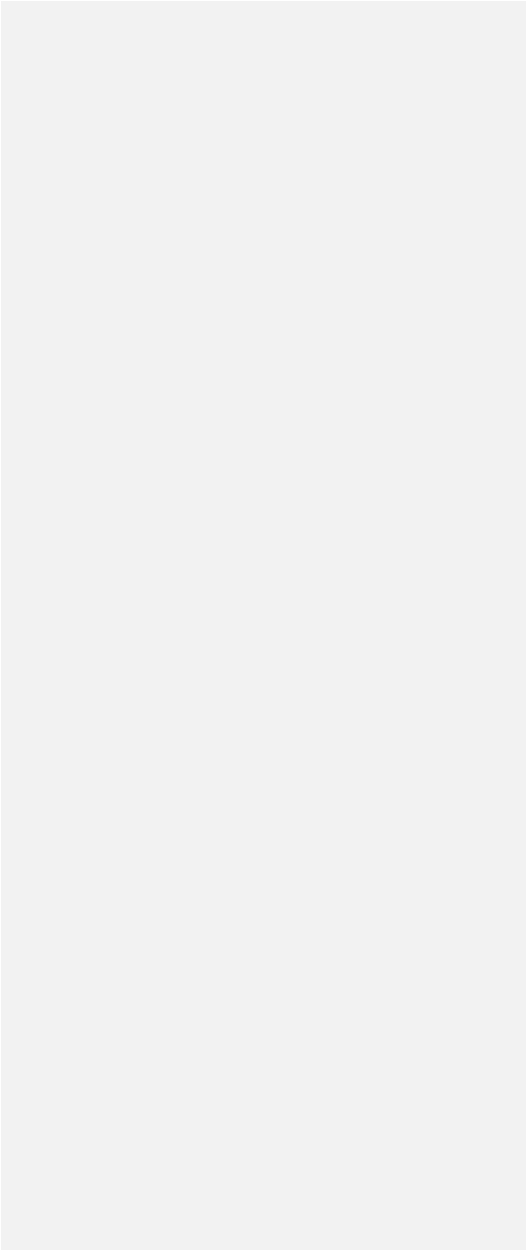
City of Lakewood Housing Element

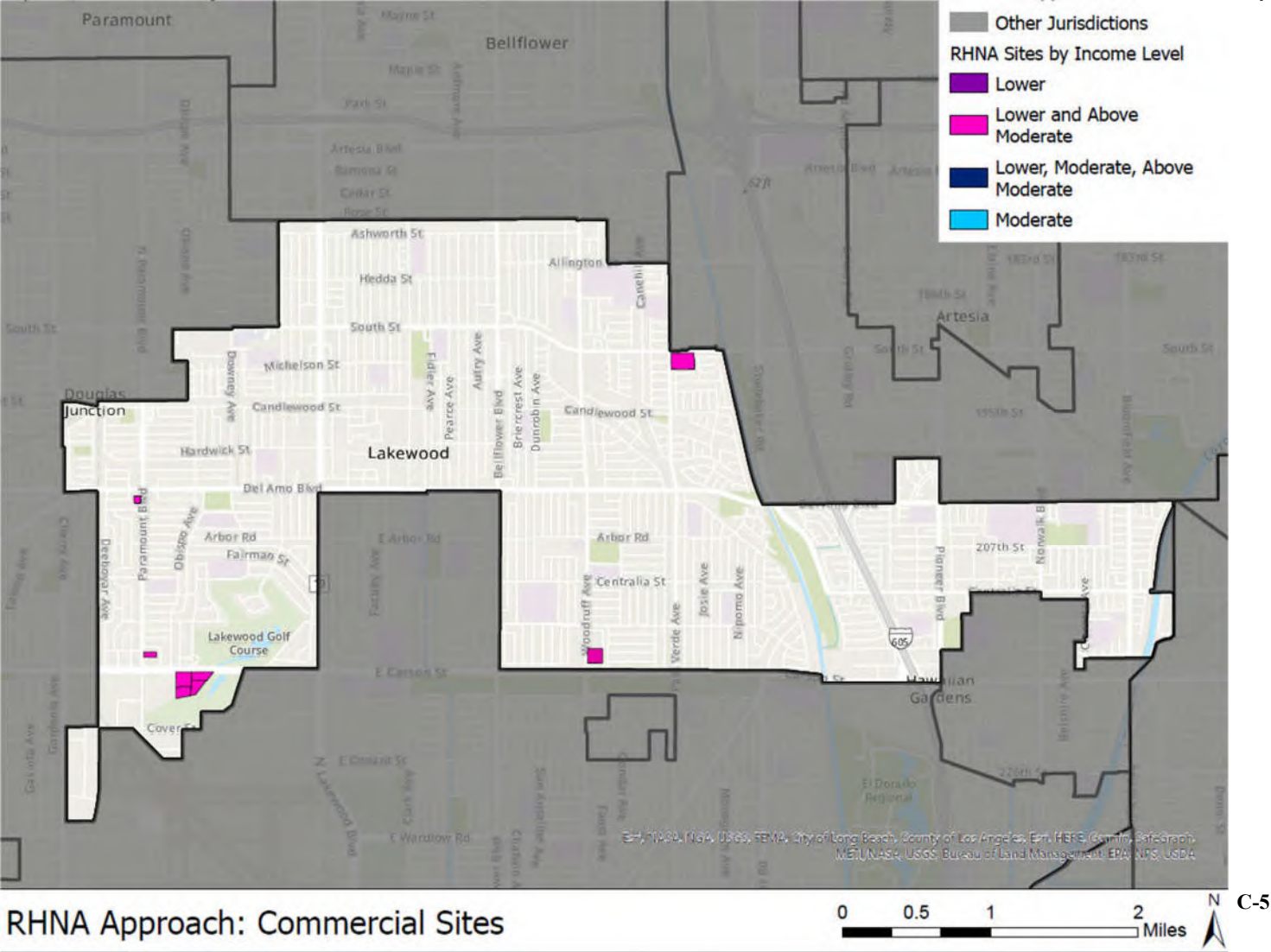


RHNA Approach: Multi-Family Residential

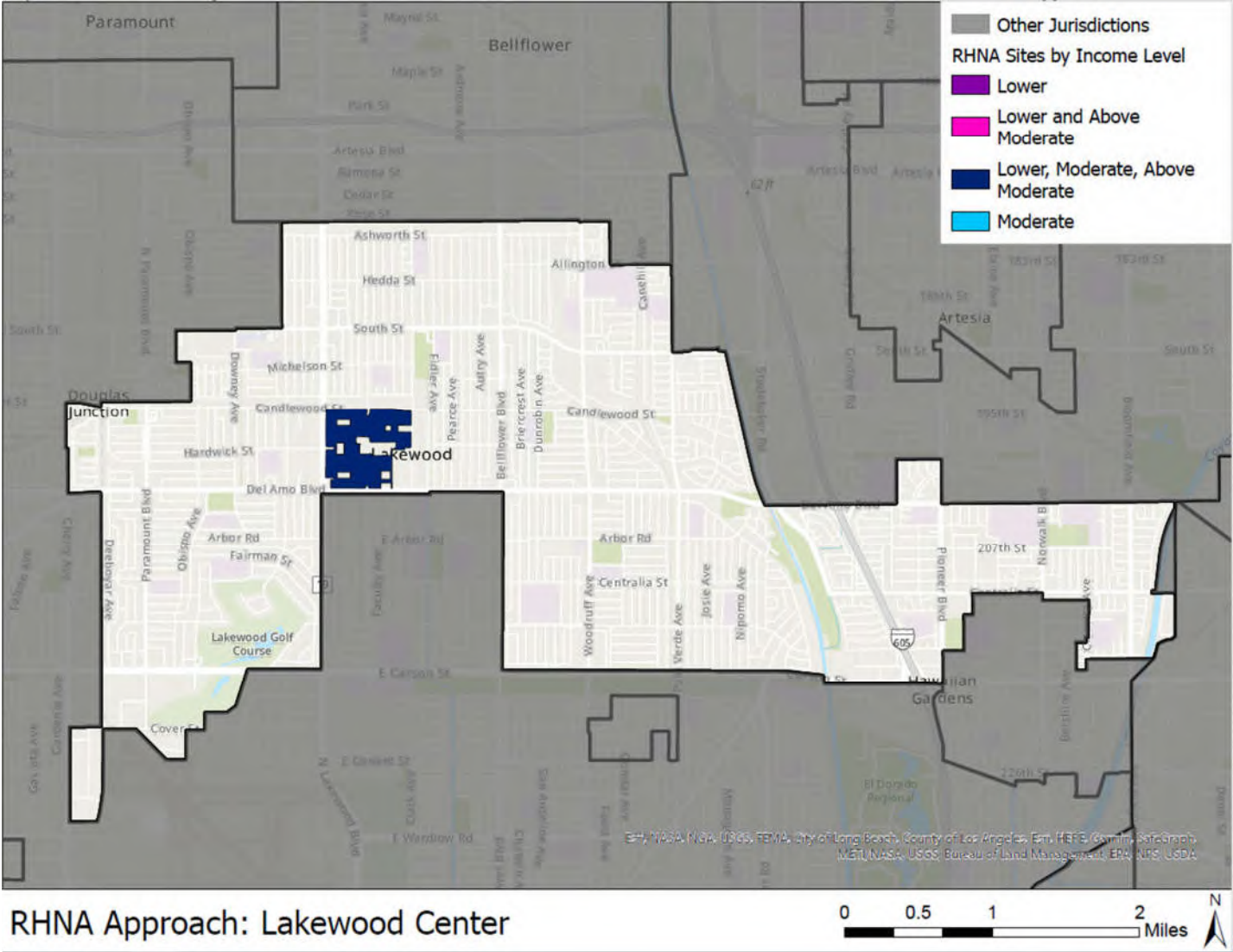


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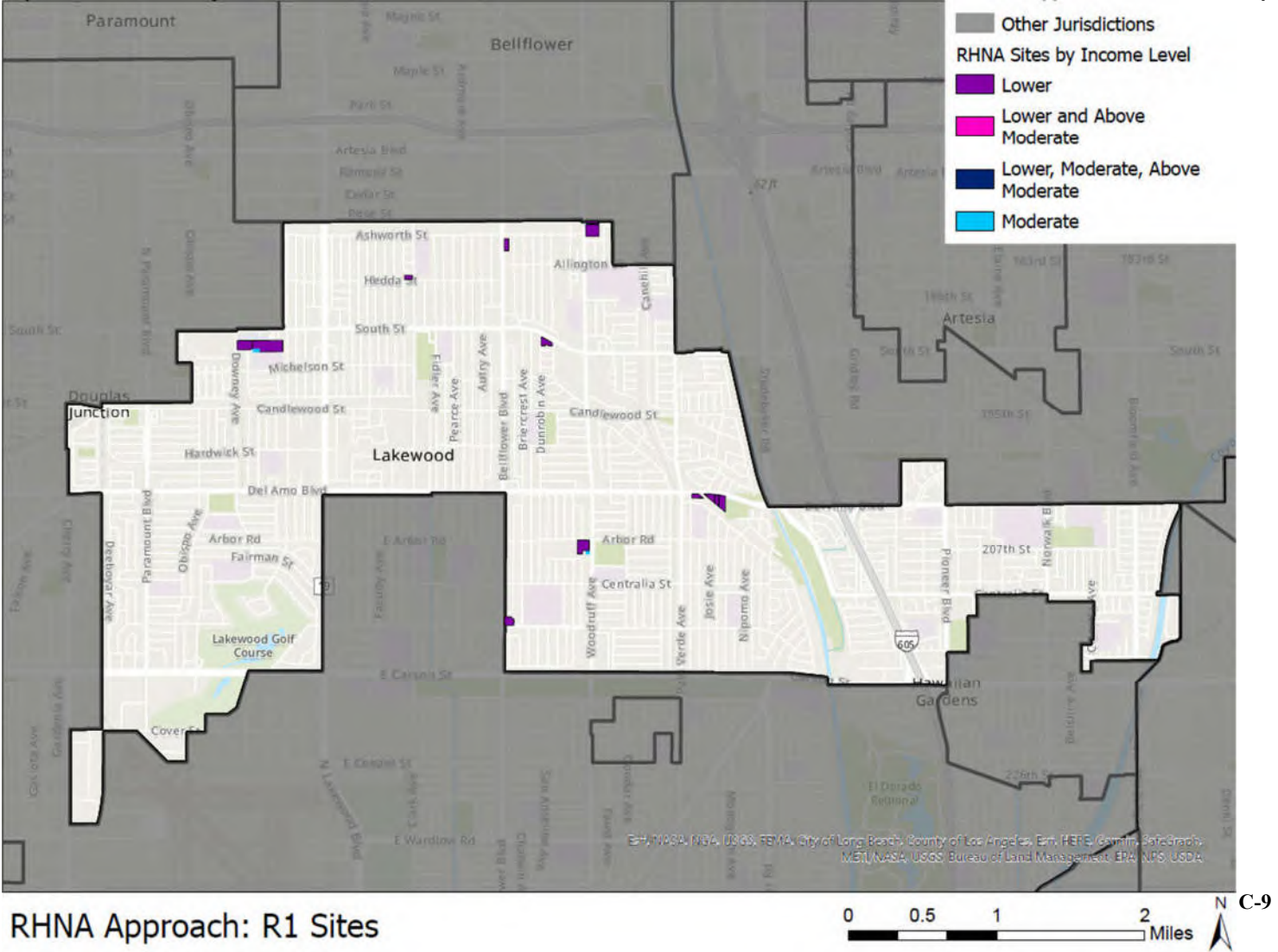


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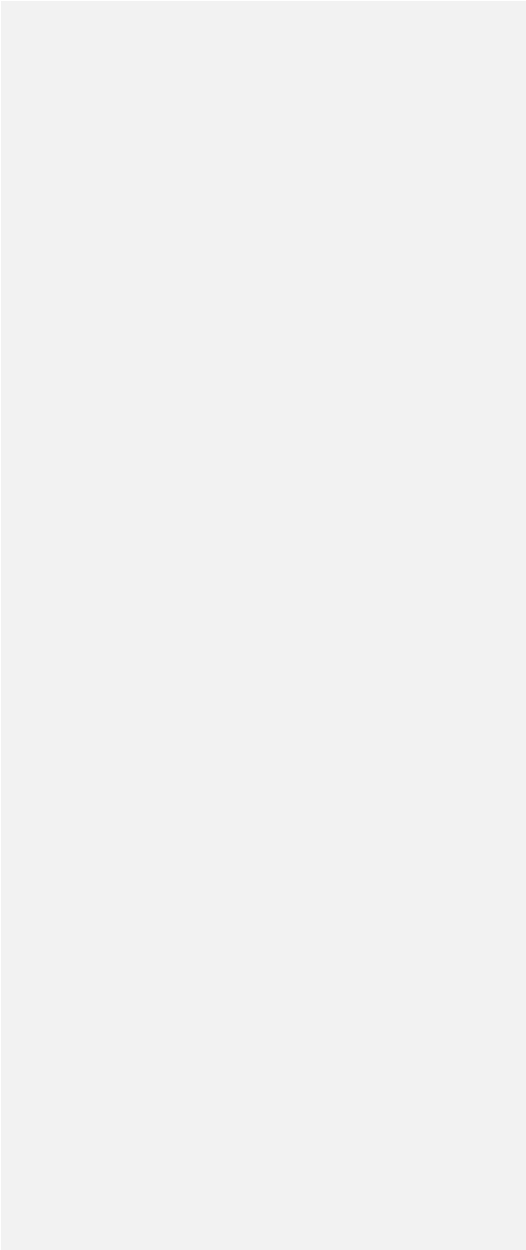


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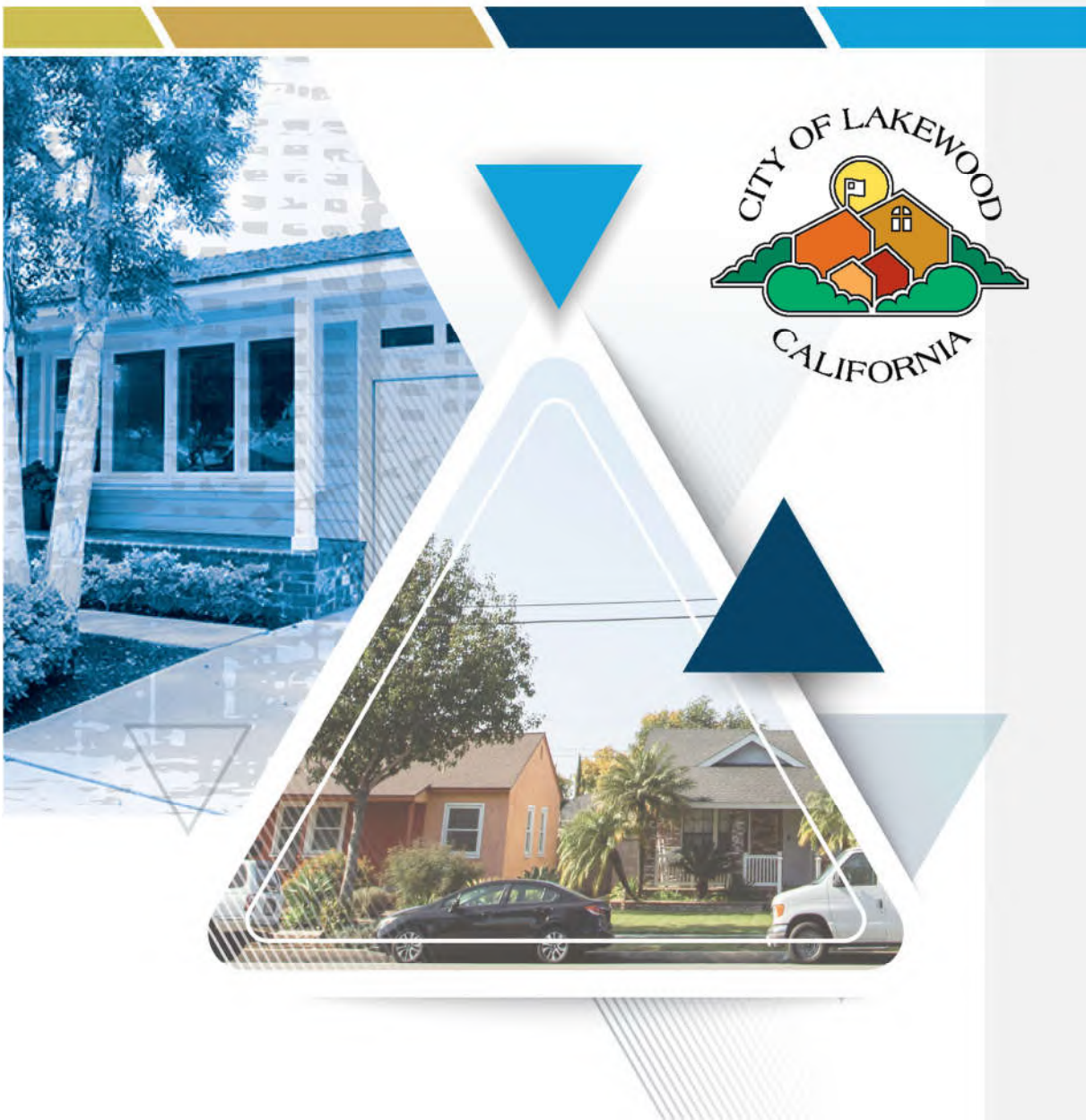
City of Lakewood Housing Element



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Appendix D: Affirmatively Furthering Fair Housing



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X. AFFIRMATIVELY FURTHERING FAIR HOUSING

A. INTRODUCTION

Assembly Bill (AB) 686 requires the housing element to provide an analysis of barriers that block or impair access to fair housing opportunities. AB 686 also requires the housing element to commit to actively and meaningfully affirmatively further fair housing. This analysis includes an assessment of fair housing enforcement, outreach activities, trends in overcrowding, housing problems, and cost burden, segregation patterns, and any other impediments to fair housing. The assessment also analyzes the extent to which the identified RHNA sites affirmatively further fair housing.

B. OUTREACH

Outreach Activities

Community members were engaged using the following methods:

- Virtual City Council study session on February 24, 2021
- Public hearing with City Council on April 5, 2021
- Virtual community workshops on May 5 and May 26, 2021
 - The virtual workshops were recorded and made available on the City website
- Online survey in English and Spanish
- Stakeholder interviews
- Public hearing with Planning and Environment Commission (PEC) on September 2
- AFFH Focused community workshop on December 7, 2021

Housing advocates, developers, community, regional, and fair housing organizations, and the public were invited to these workshops via the Lakewood *E-Magazine* and the *Press Telegram*. Notices were also posted on the City's website.

An additional community workshop was held December 7th. The workshop focused specifically on fair housing within the housing element. During this meeting, the fundamentals of affirmatively furthering fair housing were explained to members of the public and a survey regarding fair housing issues was conducted.

The results of the survey indicated that one third of participants have experienced or know someone who has experienced discrimination related to housing, and that this discrimination was



based on race/ethnicity. Two-thirds of respondents were unaware of what resources to call on or where to go regarding discrimination in housing choice.

Addressing this feedback, the City has included programs E-1 (Fair Housing Education and Counseling), F-6 (Fair Housing Outreach and Enforcement), G-1 (Housing Information) and G-3 (Source of Income Protection/ Housing Mobility).

Organizations Contacted and Consulted

Organizations contacted and interviewed included:

- Right Time Development Corporation
- City Ventures
- Macerich
- Warmington
- Urban Pacific Development
- Fair Housing Consultants Inc.
- Lakewood First United Methodist Church
- Calvary Chapel of Lakewood
- Christ Presbyterian Church Lakewood
- Saint Pancratius Catholic Church
- West Lakewood Baptist Church
- Good Shepard Catholic Church
- United Church of Christ
- Cityline Church
- Life Center Church
- Lakewood Church of Christ
- The Way Christian Fellowship
- First Southern Baptist Church
- Bible Believers Missionary Baptist Church
- One Church



- Calvary Apostolic Tabernacle
- Mentor Network
- NAMI Long Beach
- Community Impact Marketing Group
- Pathways Volunteer Hospice
- LA Supportive Housing
- Greater Lakewood Chamber of Commerce
- YMCA

Results and Analysis of Outreach

Overall, the online survey received 309 responses and the two virtual community workshops had six attendees each. The survey and virtual community workshops were advertised using the City's social media accounts and in the Lakewood magazine. Due to the COVID-19 pandemic, both community workshops and the survey were hosted virtually. While the virtual component may have increased access for people unable to commute to a physical space, it also potentially excluded those without internet access. Access to the meetings was available via telephone to mitigate this limitation.

The workshops were hosted on the same weekday at the same time, which may have created a barrier for those with a consistent commitment at that time. The workshops were recorded and posted on the City's website for later viewing alongside the survey for residents who could not attend the meeting live but wanted to provide input.

Residents expressed strong concern about the impact of new housing on the community. Most indicated a strong preference for detached single-family housing. Lakewood was originally built as a single-family neighborhood, and residents voiced concern about mixed-use or multifamily development affecting the aesthetic of the City. Some community members indicated opposition to new housing development and urged the City to consider that new housing may affect public safety.

Alternatively, some community members cited how difficult it is to find large family homes that are affordable for young families. Potential solutions discussed were increased accessory dwelling units (ADUs) and affordable units, especially on church property. Responses also noted that east Lakewood has disproportionate housing needs as compared to the rest of the City. To address these responses, program sections E and F were included to address disproportionate housing needs and AFFH issues, including those issues affecting east Lakewood. Additionally, programs A-7, B-9 and B-10 were added to assist the development of ADUs. Programs have also been included to increase housing typologies to increase the number of affordable units, such as programs B-13.



Housing developers cited the City’s zoning code and development process as a possible impediment to affordable housing. The City is implementing a number of constraint reduction and upzoning programs as a part of the Housing Element (see program sections A and B).

C. ASSESSMENT OF FAIR HOUSING

Fair Housing Enforcement and Outreach Capacity

The City of Lakewood contracts with Fair Housing Consultants Inc. to provide fair housing services to the City’s residents. Fair Housing Consultants provides training, outreach, and education services through speaking engagements, open houses, workshops, training sessions, and distribution of materials. The Fair Housing Consultants program also provides fair housing counseling with area lenders, apartment associations, homeowners, and housing managers. In the 2018-2019 fiscal year, Fair Housing Consultants Inc. received five complaints from residents of the City of Lakewood citing discrimination based on race or familial status, all of which were referred to the Department of Fair Employment and Housing (DFEH) for further investigation.

Since 2016, Fair Housing Consultants has received 50 complaints with eight citing discrimination based on age, six citing discrimination based on disability, one citing discrimination based on sex, 23 citing discrimination based on race, and 12 citing discrimination based on familial status. Since 2016 there have been four lawsuits pertaining to fair housing injustice. There have been 11 complaints forwarded to DFEH in the last five years. Complaints have slowed over the past five years, which may be due to the City trending younger, as well as increased community trainings on understanding discrimination.

In addition to the five discrimination-based complaints, Fair Housing Consultants Inc. dealt with 389 additional landlord/tenant complaints and disputes from 241 households for the City of Lakewood, the majority of which related to rent increases, Section 8 referrals, or repairs. Complaints submitted were by 86 Hispanic community members, 83 White community members, 67 Black community members, and five Asian community members.⁵

The City of Lakewood also mediates non-financial cases between landlords and tenants, resulting in 33 cases mediated internally by the City’s Code Enforcement Department regarding repairs, parking, accessibility, or security deposits. These cases are also investigated by an attorney.

Overall, the City and Fair Housing Consultants are proactive in addressing fair housing complaints and issues in Lakewood. Through its comprehensive public education program, code enforcement program,

Summary of Fair Housing Issues

Most housing in Lakewood was constructed in the 1940s, 50s, and 60s, prior to significant civil rights legislation and Supreme Court decisions that limited racial discrimination. Homes in

⁵ Fiscal Year 2020-2024 City of Lakewood Analysis of Impediments pg. 59



Lakewood were financed by the Federal Housing Administration (FHA), which conditioned the project to be limited to White families only. The new postwar homes in Lakewood were not available to people of color due to federal government policy that prevented non-whites from purchasing these low-cost homes in Lakewood.⁶

The largely single-family community of Lakewood incorporated in 1954 in response to a potential annexation of the community by the City of Long Beach. At that time, Lakewood did not extend beyond the San Gabriel River to the east. Multi-family homes on the east side of the San Gabriel River were annexed into the City of Lakewood in 1966 from unincorporated Los Angeles County.

In 2021, Lakewood is a racially diverse, high resource City. There are a limited number of census tracts that show repeated fair housing concerns in the analysis below. The census tracts bisected by the I-605 freeway and those to the east of the freeway tend to have lower-incomes and indications of concentrated need compared to the rest of the City. These include tracts 5550.01, 5550.02, 5551.02, 5551.03, and 5551.04. These tracts have a concentration of multifamily housing, a slightly higher concentration of non-White, Hispanic population, higher levels of poverty, higher levels of cost-burdened renters, a larger low-moderate income population, and a higher level of overcrowding. Two of these tracts, 5551.02 and 5551.04, extend into the neighboring jurisdiction of Hawaiian Gardens, a small city that exhibits trends of concentrated housing needs.

Additionally, the uses that are just outside the City on the northwest border may impact fair housing indicators in adjacent tracts, including census tracts 5700.03, 5707.01, and 5707.02. Tracts outside of the City include heavy refining and industrial manufacturing in Long Beach and Paramount, as well as dense concentrations of older multifamily housing in Bellflower. Tracts 5714.00, 5707.01, and 5707.02 have high CalEnviroScreen (CES) 4.0 scores that may indicate disparities in access to opportunities in this area. The tracts adjacent to the City have some of the highest CES percentile scores in the state. This is likely to affect the tracts in Lakewood as well.

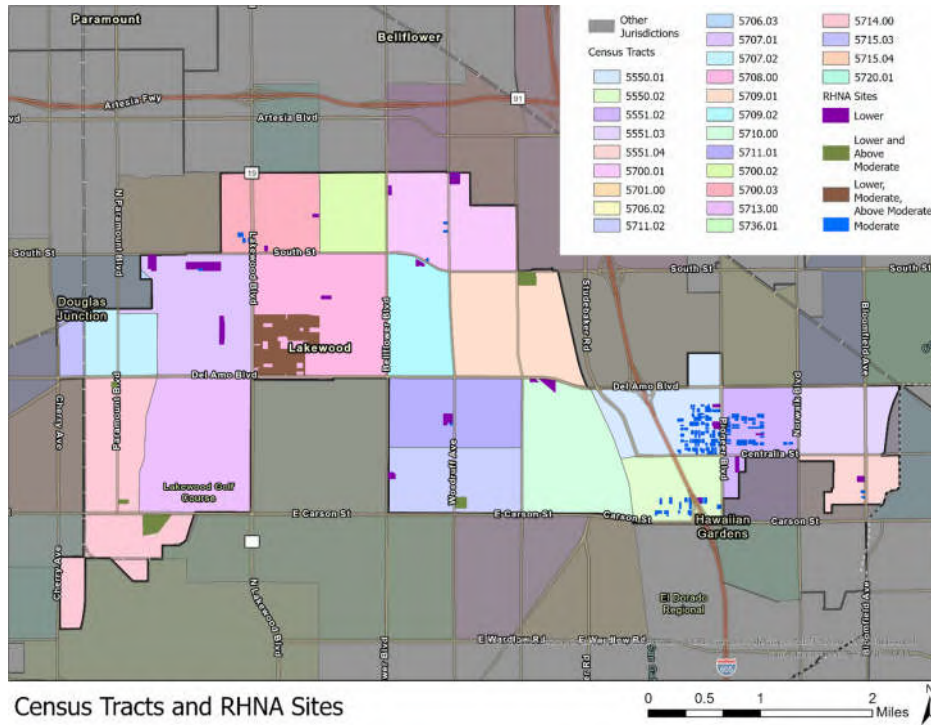
RHNA sites and their impact on fair housing are considered within each fair housing analysis. There are few vacant parcels in Lakewood and few parcels that are greater than 0.5 acre. Due to these factors, the RHNA sites are mostly non-vacant sites and include smaller parcels. The sites are spread throughout the City with a slight concentration of moderate sites in the eastern arm of the City. These moderate sites are intended to improve access to opportunity as well as providing additional housing choice in the eastern area of the City. Furthermore, the City will rezone all properties in the C-3, C-4, and M-1 zones to accommodate mixed-use. Many rezoned commercial sites with mixed-use potential are not included towards the RHNA capacity, as they are less likely to be developed in the short term than the RHNA sites. Despite not being included in the RHNA, these sites have high potential for residential/mixed-uses, and if redeveloped, will provide additional housing choice and access across Lakewood. Additionally, all of the sites are projected to be high density, above 32 units per acre, regardless of income designation.

⁶ Rothstein, Richard. *The Color of Law*. Page 73. 2017



Census tracts in and immediately adjacent to Lakewood are shown in Figure 1 along with RHNA sites by income level. There are 18 census tracts with their majority in Lakewood.

Figure 1: Lakewood Census Tracts and RHNA Sites



Source: HCD AFFH Data Viewer and City of Lakewood

Findings from 2020 Analysis of Impediments to Fair Housing Choice

The City of Lakewood published the Fiscal Year 2020-2024 Analysis of Impediments to Fair Housing Choice (AI). The report identifies impediments to fair housing in the City, analyzes factors in both the public and private sectors that may impact housing choice, assesses housing needs across income levels, and evaluates housing choices for residents.

The AI identified the following findings and impediments to fair housing for the City of Lakewood⁷:

⁷ Fiscal Year 2020-2024 City of Lakewood Analysis of Impediments pg. 61



- The average household size has increased from 2.8 to 3.1 in the last 30 years which can act as an impediment if landlords are discriminatory against larger households or children.
- The housing stock has increased by less than 3% since 1990, limiting housing availability and potentially allowing landlords to be discriminatory when being selective with renters.
- Conventional home purchase loan rates are lower for Black and non-White Hispanic residents than Asian and White residents. Loan rates correlate closely with census tract income.
- More often than not, housing cost burden is disproportionately burdening the most vulnerable members of the community.
- The majority of housing units are more than 50 years old. While generally in good condition, the age of the structures may require more units needing rehabilitation.
- The relationship between public transit, job centers, and affordable housing does not impede access to fair housing choice in the City.

Based on its analysis and findings, the AI identified the following proposed goals and strategies for the City of Lakewood to further access to fair housing choice:

1. Homeownership Assistance
 - a. Fund programs to assist households with income in between 80 and 100 percent of County median family income (MFI) while exploring funding programs for households within the 30 to 80 percent MFI range.
 - b. Develop four sites with affordable housing for sale and rent.
 - c. Refer residents to California Housing Finance Agency (CalHFA).
2. Rehabilitation Assistance
 - a. Fund programs to assist households with income in between 80 and 100 percent of County MFI, while exploring funding programs for households with income in between 30 and 80 percent of the County MFI.
3. Housing Choice Voucher Rental Assistance
 - a. Refer elderly, large, and lower-income families to Housing Authority of the County of Los Angeles (HACoLA).
4. Affordable Housing Resources
 - a. Pursue funding sources for affordable housing development.
5. Incentives for Affordable Housing Development



- a. Provide both financial and development incentives to owners or developers of multi-family housing.
 - b. Adopt an Accessory Dwelling Unit (ADU) Ordinance that complies with California State Law.
6. Housing Element
 - a. Implement policies and programs identified in the Housing Element.
7. Outreach to Lenders
 - a. Contact local lenders and explore ways to expand homebuyer assistance programs.
 - b. Work with local lenders and government institutions to provide information about government-backed financing for low- and moderate-income residents. Encourage lenders to provide information in both English and Spanish.
8. Education and Resources
 - a. Encourage local lending institutions and Fair Housing Consultants, Inc. to hold workshops in Lakewood. Encourage the workshops to be held in both English and Spanish. Refer homebuyers and realtors to designated lenders.
 - b. Provide brochures or information on homeownership, rental assistance, and rehabilitation assistance programs in both English and Spanish.
9. Unfair Lending Practices
 - a. Work with Fair Housing Consultants, Inc. to monitor complaints regarding unfair lending and assess lending patterns using the Home Mortgage Disclosure Act data and other data sources.
 - b. With Fair Housing Consultants Inc., participate with HUD and other agencies in investigating predatory lending in the home purchase, home improvement, and mortgage refinancing markets.
 - c. Use *Lakewood Living*, the City newsletter, or other media sources to alert residents of predatory or other unfair lending practices that may occur in Lakewood.
10. Fair Housing Services
 - a. Provide information regarding the services provided by Fair Housing Consultants Inc. on the City website
 - b. Continue to contract with Fair Housing Consultants Inc. for fair housing workshops in the City. Make specific efforts to expand community participation in these workshops, including a greater awareness among property owners and managers.

- c. Fair Housing Consultants Inc. will continue to work with local boards or realtors to distribute fair housing information to member agencies in the City.

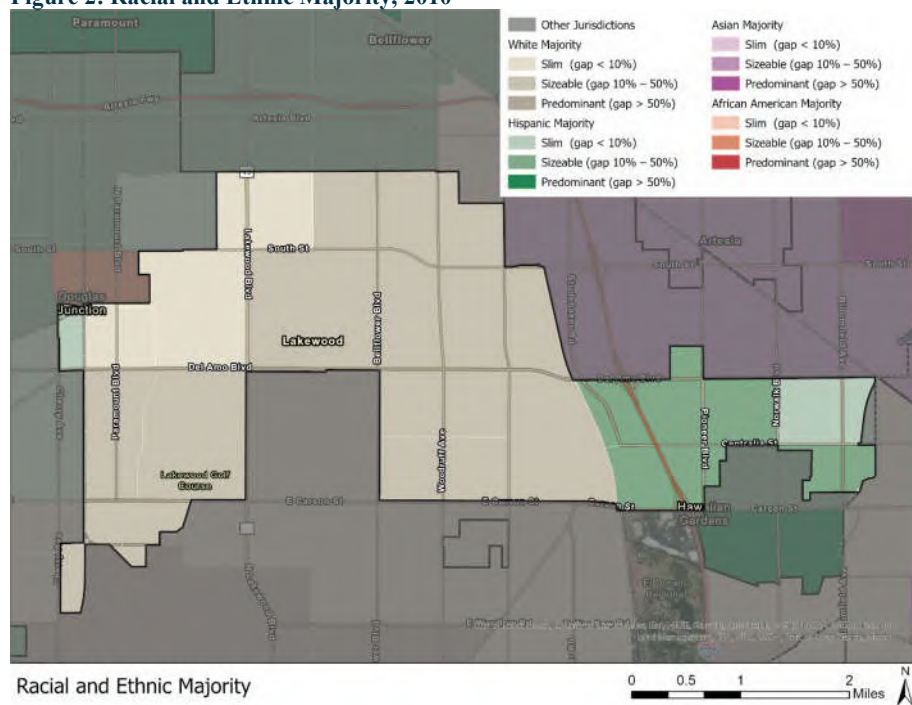
Integration and Segregation

Race and Ethnicity

An analysis of the City of Lakewood’s racial and ethnic makeup can reveal potential fair housing issues through correlation with high levels of housing problems, cost burden, overcrowding, and more to the identified majorities in the different sections of the City’s geography.

Figure 2 shows the racial and ethnic majorities for each census tract in the City of Lakewood. Most of the City has a sizeable non-Hispanic White majority, with the exception of tracts encompassing and to the east of the I-605 freeway. This area east of the San Gabriel River was annexed in 1966, twelve years after the City’s incorporation. The population in this area is sizably Hispanic.

Figure 2: Racial and Ethnic Majority, 2010



The City of Lakewood has a slightly larger non-Hispanic White population than Los Angeles County, at 34 percent and 26 percent, respectively. Additionally, while western Lakewood has a



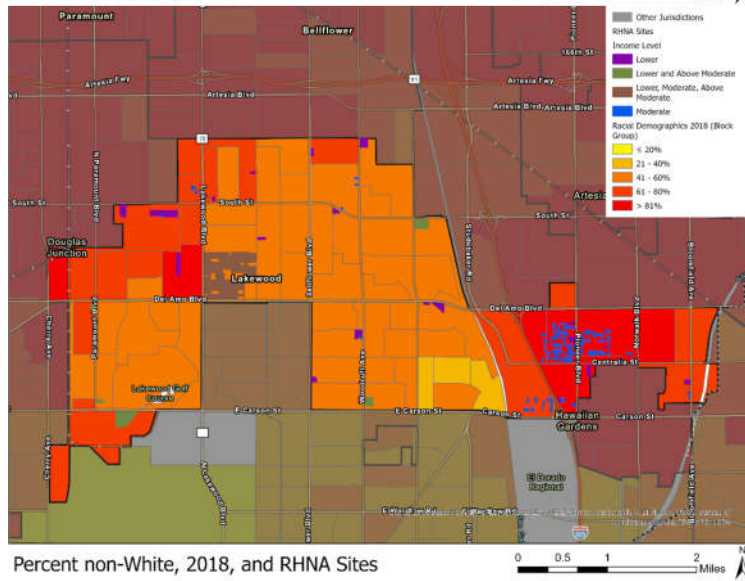
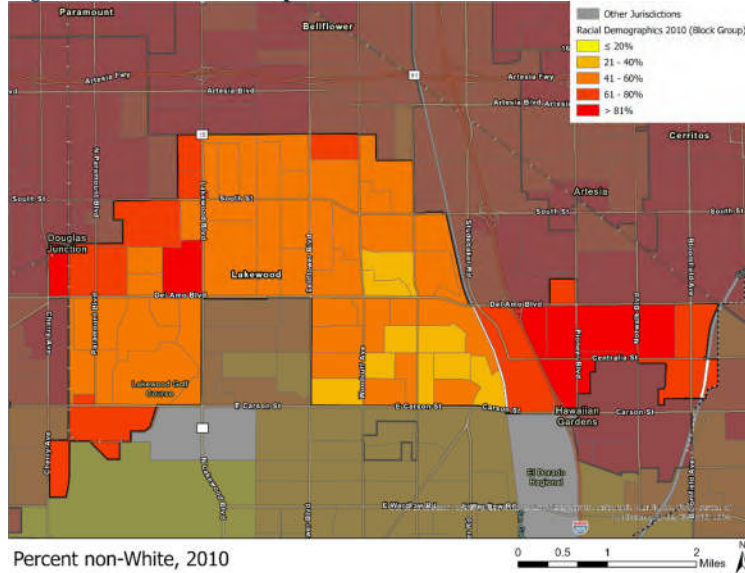
majority White population, the surrounding areas to the north of the City have Black, Hispanic, or Asian majorities. Areas to the south of Lakewood and north of Long Beach, show similar racial trends to western Lakewood, with a majority non-Hispanic White population.

Though non-Hispanic White is the single most dominant group, it does not form a plurality in many census tracts as shown in Figure 3 which illustrates the percent of non-White individuals in each census block group in 2010 and 2018; it also displays RHNA sites. While western Lakewood shows a White majority, it still falls into the 40 to 60 percent White category, indicating minorities are highly integrated throughout the City. The percentage of non-White residents has increased in a few census tracts across the City, with the highest percent of non-White residents residing in the east side and northwest corner of the City. The large majority of the City is over 60 percent non-White, except for four southern census tracts that fall into the 40-60 percent category. Generally, there is a correlation between areas of the City with more multi-family housing and a higher percent non-White population.

RHNA sites by income level are shown in Figure 3. Sites are largely distributed throughout the City. Figure 4 compares the distribution of RHNA units and the percentage of City acreage that falls in each quintile. All sites and over 97 percent of the City are spread across three groups and follow the same trend. The most sites and largest part of the City falls into the 40-60 percent non-White range, followed by 60-80 percent non-White and above 80 percent non-White. Due to the existing zoning and future potential for development/redevelopment, there is a concentration of moderate-income sites east of the I-605 freeway. These areas are already zoned for multifamily and consist of older housing stock that is appropriate for redevelopment to help catalyze growth and increased opportunity the area.

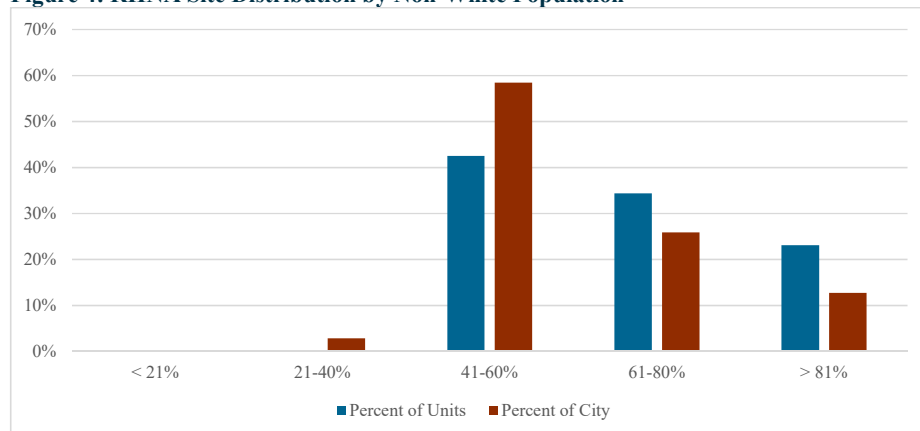


Figure 3: Percent of the Population that is Non-White, 2010 and 2018



Source: HCD AFFH Data Viewer and City of Lakewood

Figure 4: RHNA Site Distribution by Non-White Population



Source: HCD AFFH Data Viewer and City of Lakewood

In addition to the map and chart, Table 1 displays the RHNA units broken down by income level for each quintile as shown on the map. The table displays both the number and percentage of units in each income category that fall into each category. It also compares the total percentage of RHNA units to the percentage of the City acreage that is in each area for reference. The chart indicates that units are generally spread across income levels, especially the low and above moderate units. The largest disparity is in the moderate income units, of which three-fourths are located in areas where greater than 80 percent of the population is non-White; this may indicate moderate income sites are concentrated in areas where a higher percentage of the population is non-White when compared to the low and above-moderate income levels. Low-income units are not disproportionately clustered in any category.



Table 1: RHNA Units by Income Level and Percent non-White

% non-White	Low Income		Moderate Income		Above Moderate Income		% of Total Units	% of City Acreage
	Number of Units	% of Low Income Units	Number of Units	% of Moderate Units	Number of Units	% of Above Moderate		
< 21%	0	0	0	0	0	0	0	0%
21-40%	0	0	0	0	0	0	0	2%
41-60%	783	38.1%	88	10.5%	943	68.8%	42.5%	58.5%
61-80%	921	44.8%	119	14.1%	428	31.2%	34.4%	25.9%
> 81%	353	17.2%	635	75.4%	0	0%	23.1%	12.7%
Total	2057	100%	842	100%	1371	100%	100%	100%

Source: HCD AFFH Data Viewer and City of Lakewood

Segregation can also be quantified by using the dissimilarity index. The dissimilarity index measures the distribution of two groups in a city and assigns a score between 1-100. Level of segregation is determined by assessing what percentage of residents of a census block would have to move for each block to have the exact same population of said group. Therefore, a decreasing dissimilarity index implies higher integration, and a more even distribution of each ethnicity when compared to the White population. A higher dissimilarity index indicates higher concentrations of the indicated ethnic groups in areas of the City, when compared to the White population distribution. The formula for this calculation is provided by HCD's AFFH Guidance Document⁸.

The categories for the dissimilarity index on a scale of 1-100 are as follows:

- <30: Low Segregation
- 30 – 60: Moderate Segregation
- >60: High Segregation

The indices for the City of Lakewood are shown in Table 2, which illustrates segregation between the overall non-White and White populations, as well as segregation between the Hispanic and White populations, remains in the low category and has only minorly increased. Segregation between the Black and White populations, and between the Asian and White populations, has increased slightly more, but they both still remain in the lower end of the moderate segregation category. Segregation at the City level is much lower than Los Angeles County as a whole, which experiences high levels of segregation. Los Angeles County has a set goal of below 35 for its dissimilarity index between Black and White residents by 2050.⁹ Lakewood, at 38.4, is close to

⁸ AFFH Guidance for All Public Entities, pg. 67

⁹ LA 2050 Metric: <https://la2050.org/metrics/10>



the County's goal for 2050. While it is impossible to quantify or anticipate the precise impact of the RHNA inventory on future dissimilarity indices, the distribution of the sites throughout the City makes it likely that the dissimilarity index will decrease as new housing opportunities are created in tracts that currently have no multi-family housing.

Table 2: Dissimilarity Index for Race, 1990-2019

	Lakewood				Los Angeles County			
	1990	2000	2010	2019	1990	2000	2010	2019
Non-White/White	33.0	32.5	27.8	29.7	55.3	55.5	54.6	56.9
Black/White	50.6	41.9	35.1	38.4	72.8	65.2	65.2	68.9
Hispanic/White	28.3	28.1	24.6	25.0	60.1	62.2	62.2	63.5
Asian/White	37.1	35.8	31.2	36.5	43.5	45.8	45.8	49.8

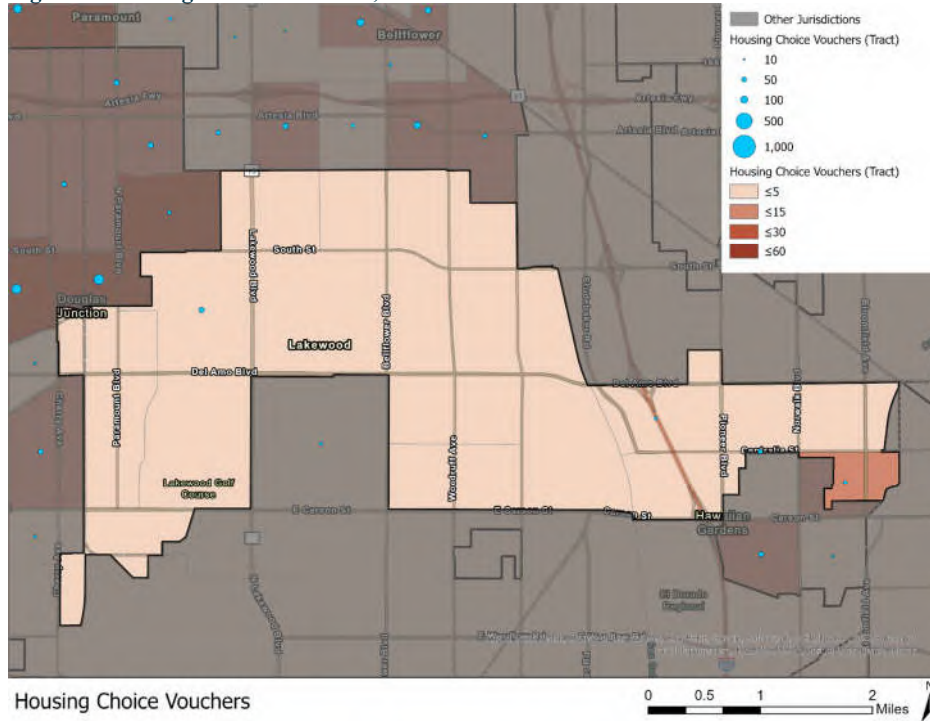
Source: Decennial Census 1990, 2000, 2010, 2019

Income

The dissimilarity index can also be used to calculate income segregation, using the same scale as provided above. The dissimilarity index between low-moderate and high income groups in Lakewood is 33.5, which indicates that Lakewood is moderately segregated by income. The countywide dissimilarity index for income is 41.1, which is also moderate, but is evident of slightly higher levels of income segregation compared to the City. Figure 5 shows the minimal use of housing choice vouchers in the City. Lakewood differs from the region as a whole as there is little to no housing choice voucher (HCV) use in the City, while surrounding areas to the west see much higher levels of utilization. This may be due to the lack of multifamily housing in the City, and the high cost of single-family housing units.



Figure 5: Housing Choice Vouchers, 2010



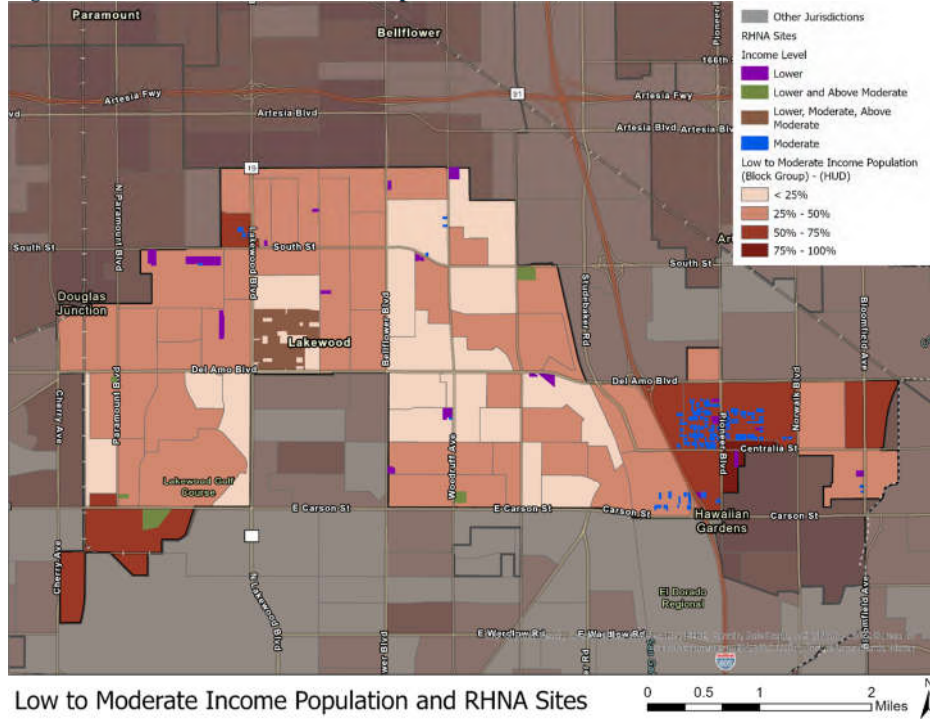
Source: HCD AFFH Data Viewer

Figure 6 shows the percentage of people within each census block group that are in the low- to moderate-income level. The east end of the City, in addition to a small section of the southwest corner, has 50-75 percent of the population in the low- to moderate-income range. This correlates with the areas that have the most multifamily housing and unit availability for HCVs.

RHNA sites by their projected incomes are also shown in Figure 6. The accompanying Figure 7 compares the RHNA site and City acreage distribution by the percentage of the population that is low-moderate income. It shows that RHNA sites are divided almost equally into thirds in the less than 25, 25-50 and 51-75 percent low-moderate income areas. The breakdown of sites differs from the City in that more sites are located in areas where less than 25 percent and between 50 and 75 percent of the population are low to moderate income than the proportion of City acreage that falls into those categories. Though there are more sites located in areas with a higher percentage of low-moderate income population, the sites in these areas are mostly low-moderate income and are intended to help increase housing stock and choice for the population in these areas.



Figure 6: Low to Moderate Income Population, 2011-2015



Low to Moderate Income Population and RHNA Sites

Source: HCD AFFH Data Viewer and City of Lakewood

Figure 7: RHNA Site Distribution by Low-Moderate Income



Source: HCD AFFH Data Viewer and City of Lakewood

Table 3 further breaks down the RHNA units and percentage of the population that is low-moderate income. It displays both the number and percentage of units that fall into each quartile as displayed on the map. The table shows that lower and above moderate income units are spread across each quartile; however, there is a concentration (78.5%) of moderate income units in areas where between 50 and 75 percent of the population is low-moderate income. Just over 30 percent of total units are in this area. The concentration of moderate-income units is due largely to the small parcel sizes of sites in existing multi-family residential zones in these areas that are suitable for smaller scale multi-family residential development. This type of housing is often more naturally affordable, and the densities are high enough to accommodate both affordable and market rate housing.



Table 3: RHNA Units by Income Level and Percent Low to Moderate Income

% Low-Moderate Income Population	Low Income		Moderate Income		Above Moderate Income		% of Total Units	% of City Acreage
	Number of Units	% of Low Income Units	Number of Units	% of Moderate Units	Number of Units	% of Above Moderate		
< 25%	551	26.8%	88	10.5%	800	26.8%	58.4%	25%
25-50%	1001	48.7%	93	11.0%	154	48.7%	11.2%	59.5%
51-75%	431	21.0%	661	78.5%	417	21%	30.4%	14.7%
> 75%	74	3.6%	0	0%	0	3.6%	0.0%	0.8%
Total	2057	100%	842	100%	1371	100%	100%	100%

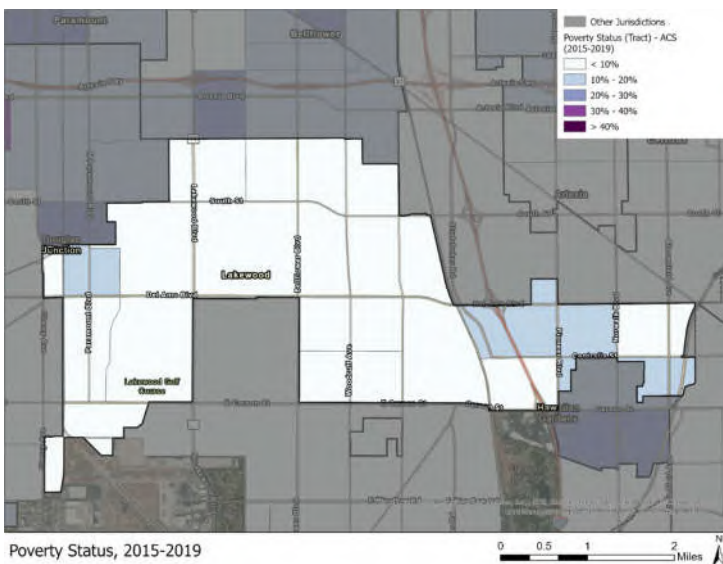
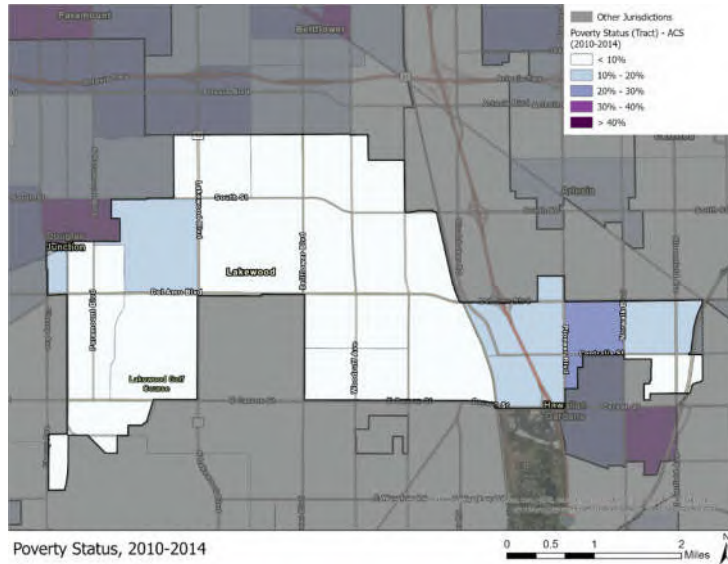
Source: HCD AFFH Data Viewer and City of Lakewood

As discussed in the Household Income section of the City Profile, Lakewood has a higher median income than Los Angeles County. The difference in 2019 was just over 37 percent (\$93,432 to \$68,044). Historically, Lakewood has had a higher median income than the County. This is in part due to historic land use practices relative to nearby Cities. Historic land use practices in the City saw largely single-family residential development with limited opportunity to build multi-family housing. Efforts in the housing element to address this include rezoning land to accommodate for multi-family housing (Program A-1) and the study and adoption of an inclusionary housing ordinance (Program A-6).

Figure 8 shows the percentage of households whose incomes are below the federal poverty level in each census tract from 2010-2014 and 2015-2019. The number of residents living below the federal poverty line has decreased since 2010-2014, as the east side of the City sees a change from having 20-30 percent of the population in poverty, to having 10-20 percent in poverty. As of 2015-2019, there is no tract where over 20 percent of residents are living in poverty.



Figure 8: Poverty Status, 2010-2014 and 2015-2019



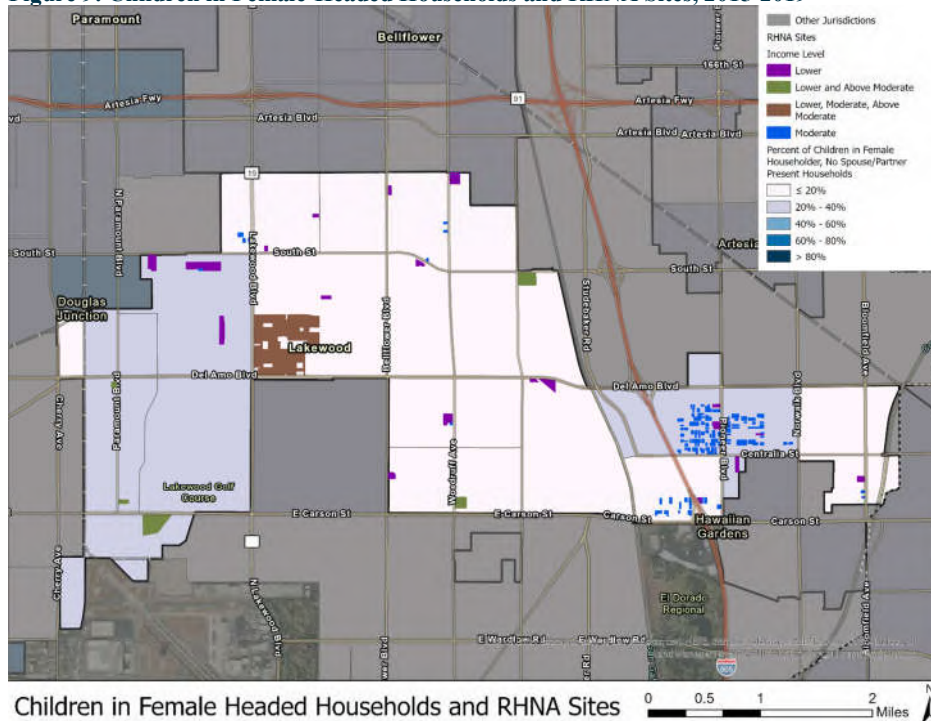
Source: HCD AFFH Data Viewer



Familial Status

Figure 9 shows the percentage of children that are living in female-headed households with no spouse by census tract. It also shows the RHNA sites. Overall, the majority of the City has few to no female-headed households, with the exception of the east and west sides, which have 20-40 percent of children living in female-headed households. Female-headed households make up 14.7 percent of the population, which is comparable to the 14.3 percent of the Southern California Association of Governments (SCAG) region. RHNA sites are distributed throughout the City and are not expected to impact fair housing concerns based on familial status, as there is no location with a concentration of children in female-headed households. The City of Lakewood Analysis of Impediments estimates that in 2016, 8.8 percent of children lived in single-parent households¹⁰.

Figure 9: Children in Female-Headed Households and RHNA Sites, 2015-2019



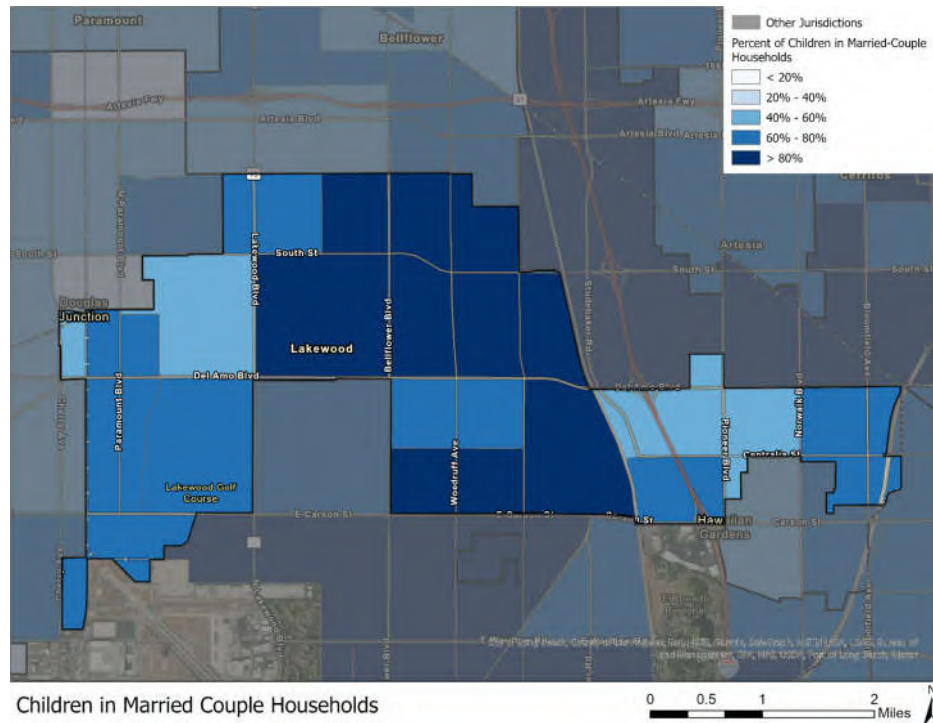
Source: HCD AFFH Data Viewer and City of Lakewood

¹⁰ Fiscal Year 2020-2024 City of Lakewood Analysis of Impediments pg. 19



Figure 10 shows that the majority of children in married-couple households are in the central City, the opposite areas from children in female-headed households. In this main central section, over 80 percent of children are in married-couple households.

Figure 10: Children in Married Couple Households, 2015-2019



Source: HCD AFFH Data Viewer

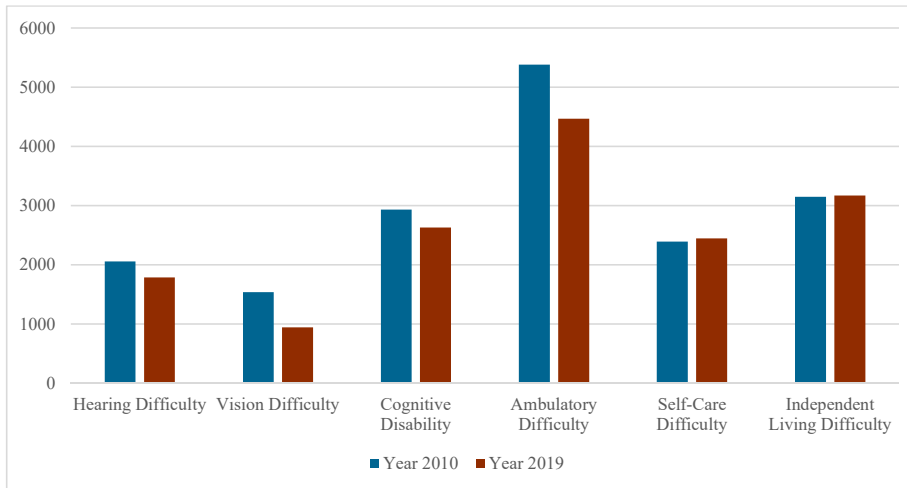
Persons with Disabilities

A disabled person, as defined by the US Census, is someone who has a hearing, vision, cognitive, ambulatory, self-care, or independent living difficulty. Approximately 9.2 percent of the population in the City of Lakewood has at least one disability¹¹. Countywide, there is a similar proportion of the population reporting a disability at an estimated 9.9 percent. The disability characteristics from 2010 to 2019 are displayed in Figure 11. About 6 percent of the population has an ambulatory, or walking, difficulty. Ambulatory issues are also the highest reported disability countywide. A large population with walking difficulty creates a need for single-story

¹¹ ACS 2019 Five Year Estimates

housing, elevators, transit access, wheelchair access, larger homes for live-in help, and proximity to health facilities.

Figure 11: Disability Characteristics



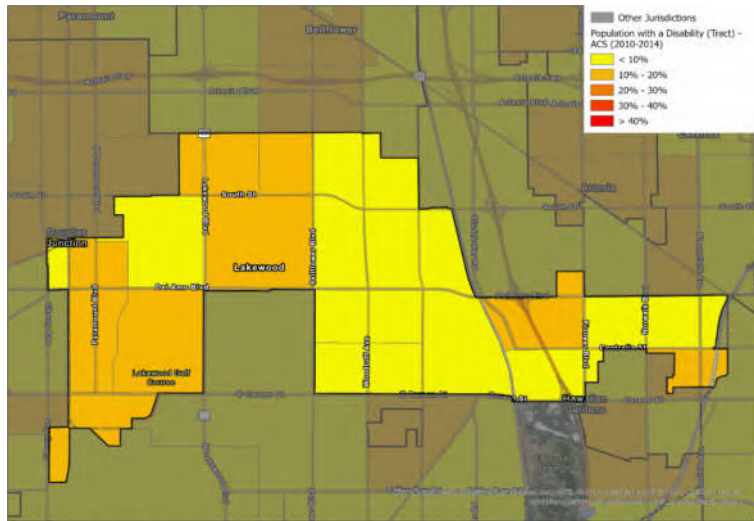
Source: ACS 2010, 2019 Five Year Estimates

Figure 12 shows that the disabled population is relatively evenly distributed throughout Lakewood without an extreme concentration. There were no large changes in location or concentration of those with a disability from 2010-2014 and 2015-2019. There are no patterns of correlation between disability and any other protected status. A larger or more concentrated disabled population may indicate a greater need for access to healthcare. While Lakewood has no concentrations of the population with a disability, the even distribution indicates a need for well distributed health care access throughout the community. Lakewood has few health care facilities within City limits, but there is an even distribution of facilities surrounding the City.

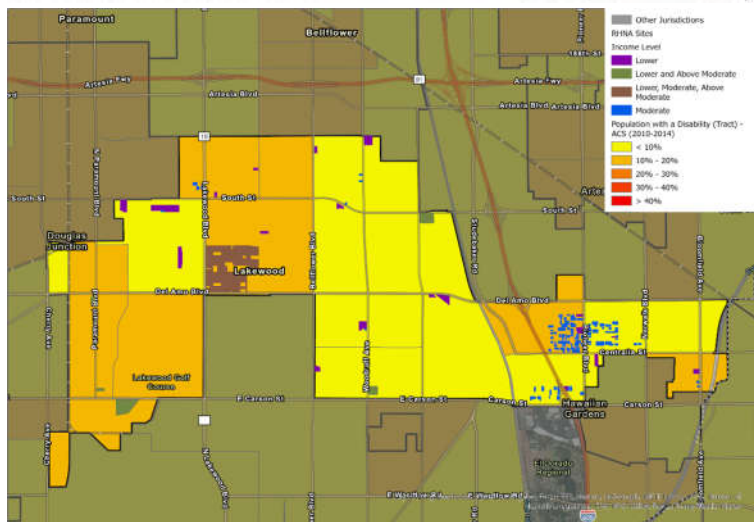
Figure 12 also shows the RHNA sites in the context of persons with a disability. Lakewood has a relatively low disabled population and no such concentration in any geographic area. The RHNA sites are spread across the City and are also not concentrated in any specific area. As such, the sites are not expected to cause fair housing concerns as they relate to residents with a disability.



Figure 12: Population with a Disability, 2010-2014 and 2015-2019



Population with a Disability, 2010-2014



Population with a Disability, 2015-2019 and RHNA Sites

Source: HCD AFFH Data Viewer and City of Lakewood



Findings

Overall, the City of Lakewood has a mixed racial demographic that aligns mostly with the County as a whole, though the City has a slightly higher concentration of White residents and a lower concentration of Asian and Pacific Island residents. Compared to the County, Lakewood has much lower indices of segregation. The wealthier areas in the central tracts have more married couples with children, though there is no concentration of single, female-headed households in the City. There is no concentration or geographic pattern of persons with a disability throughout the City.

RHNA sites are distributed across Lakewood in a manner that does not exacerbate any trends of segregation in the City. There is a slight concentration of sites in areas with a higher population of low-moderate income residents, due to the potential and capacity in those areas. Sites are not concentrated in any way that would negatively affect persons with disabilities or protected familial status.

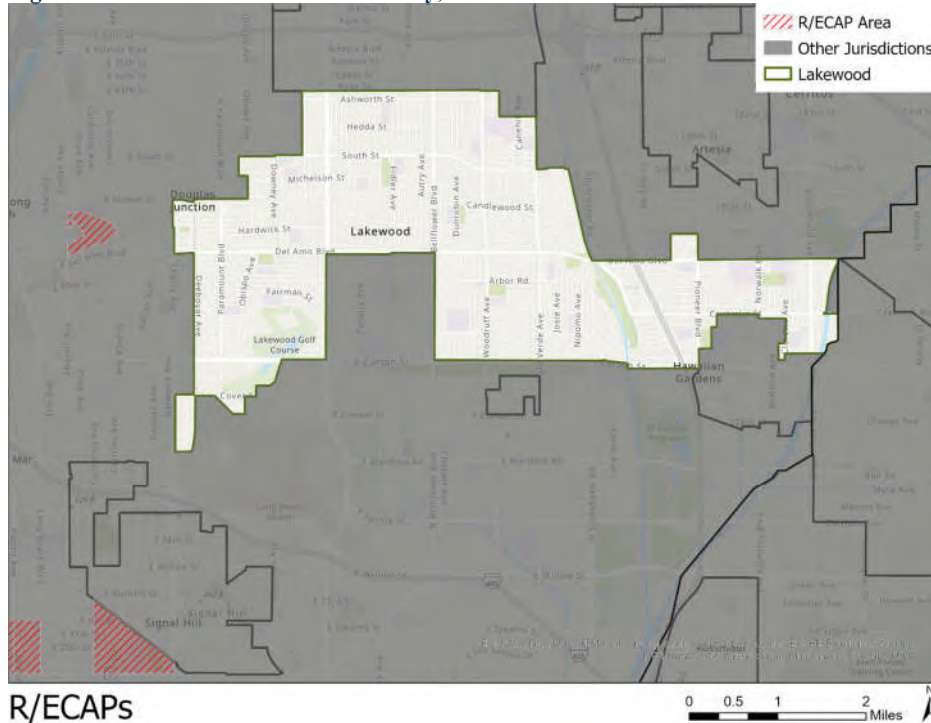
Racially and Ethnically Concentrated Areas of Poverty and Affluence

R/ECAPs

HUD defines Racially and Ethnically Concentrated Areas of Poverty (R/ECAP) as an area where the percentage of the population that is non-White is over 50 percent and the percentage of households with incomes below the poverty line is over 40 percent. There are no R/ECAPs in Lakewood. The closest R/ECAP lies just to the west of the City, in the City of Long Beach. The R/ECAP is located at the Carmelitos Housing Project, a roughly 700-unit public housing development owned and maintained by the County of Los Angeles.



Figure 13: RECAPs in Lakewood Vicinity, 2009-2013



R/ECAPs

Source: HCD AFFH Data Viewer

RCAAs

Per HCD's AFFH document, a Racially Concentrated Area of Affluence (RCAA) is an area with a population that is greater than 80 percent White and has a median household income level over \$125,000. There are no block groups in Lakewood that are over 80 percent White. Thus, there are no RCAAs in the City.

Findings

As there are no R/ECAPs or RCAAs in the City, no RHNA units are in a R/ECAP or RCAA. The sites are not anticipated to cause the creation of a R/ECAP or RCAA.

Disparities in Access to Opportunities

California Tax Credit Allocation Committee (TCAC)

One tool that can be used to analyze disparities in access to opportunities is the California Tax Credit Allocation Committee's (TCAC) Opportunity Area scores. These were prepared by a task

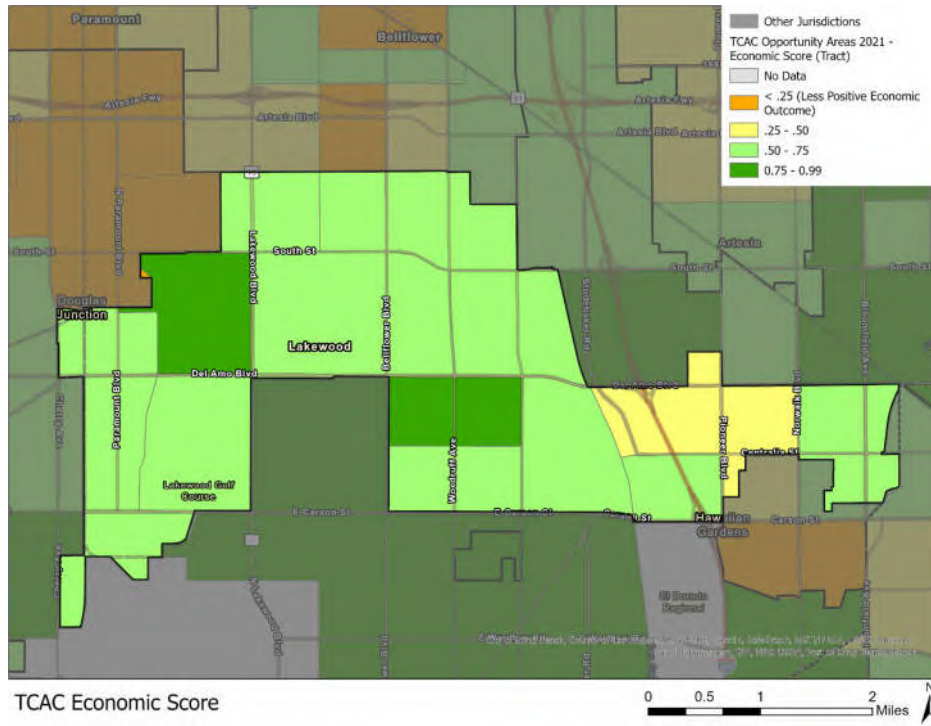
force commissioned by TCAC and HCD to identify areas statewide whose economic, educational, and environmental characteristics support positive outcomes for low-income families. The map is updated annually. Opportunity maps are made for three domains: economic, environmental, and education. Each map uses categorical indicators to determine its individual score. A composite score and resource designation combining all three designations is then assigned to each block group.

To determine the final resource category, the top 20 percent of overall scores in a county are labeled as highest resource and the next 20 percent of scores are labeled as high resource. Then, any areas that are considered segregated and that have at least 30 percent of the population living below the federal poverty line are labeled as an area of High Segregation and Poverty. Any remaining uncategorized areas in the County are evenly divided between moderate resource and low resource areas.

Economic indicators include poverty, adult education, employment, job proximity, and median home value. The scores for Lakewood are shown in Figure 14 Lakewood has mostly positive economic outcomes with the exception of two tracts in the eastern arm. One of these tracts has a large portion in the neighboring Hawaiian Gardens, which has low economic scores in the whole City. The low economic scores in eastern Lakewood may be associated with the lower incomes and home values in this area.



Figure 14: TCAC Economic Score, 2021



Source: HCD AFFH Data Viewer



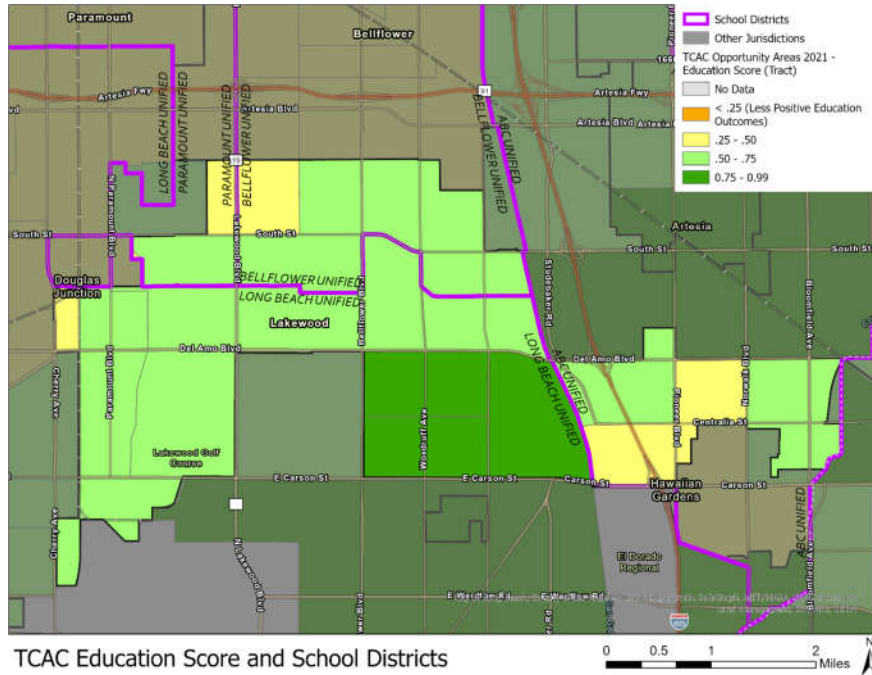
Education indicators include math and reading proficiencies of fourth graders, high school graduation rates, and the student poverty rate. There are four different school districts that serve Lakewood: Long Beach Unified, Bellflower Unified, Paramount Unified and ABC Unified. As shown in Figure 15, Lakewood has mostly positive education scores throughout the City. The exceptions to this are two tracts in the northwest and two in the eastern arm. These four tracts have lower education scores. These tracts are adjacent to some outside the City that also have low education scores. The education scores correlate somewhat with the boundaries of school districts in Lakewood. As such, the lower scores in different areas of the City may be due to the differences in performance among school districts.

The vast majority of schools in the Bellflower Unified School District and Paramount Unified School district are considered average based on the Great Schools¹² ratings. The ratings are based on academics, equity, and the school environment compared to other public schools in the state. While still average, Paramount has the lowest score in the City. Long Beach Unified is an above average school district in the scale of the state. This correlates with the high-resource, higher income white area of the City. ABC Unified is also considered above average, which includes the area with the highest percentage of non-white population, the most multifamily housing, and the place that was annexed later in the City's history.

¹² Great Schools Rating, Lakewood: <https://www.greatschools.org/california/lakewood/#districts>



Figure 15: TCAC Education Score, 2021



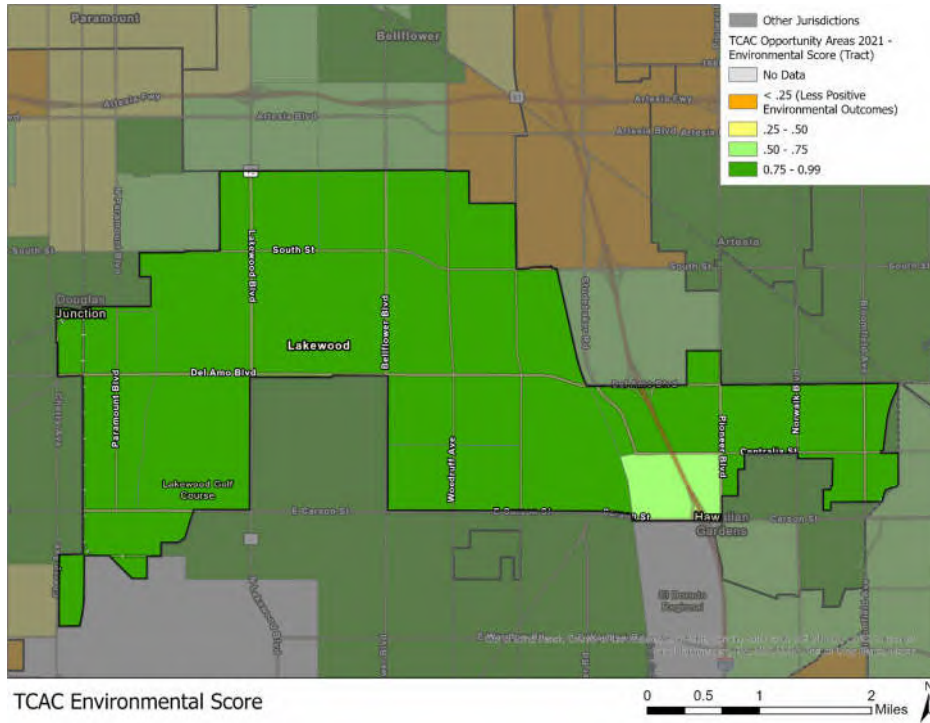
TCAC Education Score and School Districts

Source: HCD AFFH Data Viewer

The environmental domain utilizes CES 3.0 pollution indicators and values. All census tracts in Lakewood fall into the highest category, except one that falls into the second highest quartile, as shown in Figure 16. While the TCAC indicates positive environmental outcomes for all of Lakewood, the updated CES 4.0 scores indicate lower environmental outcomes for the City, especially the eastern arm. The TCAC environmental score may be inflating the resource category of tracts that experience greater environmental burdens, as noted in the CES section discussed below.



Figure 16: TCAC Environmental Score, 2021

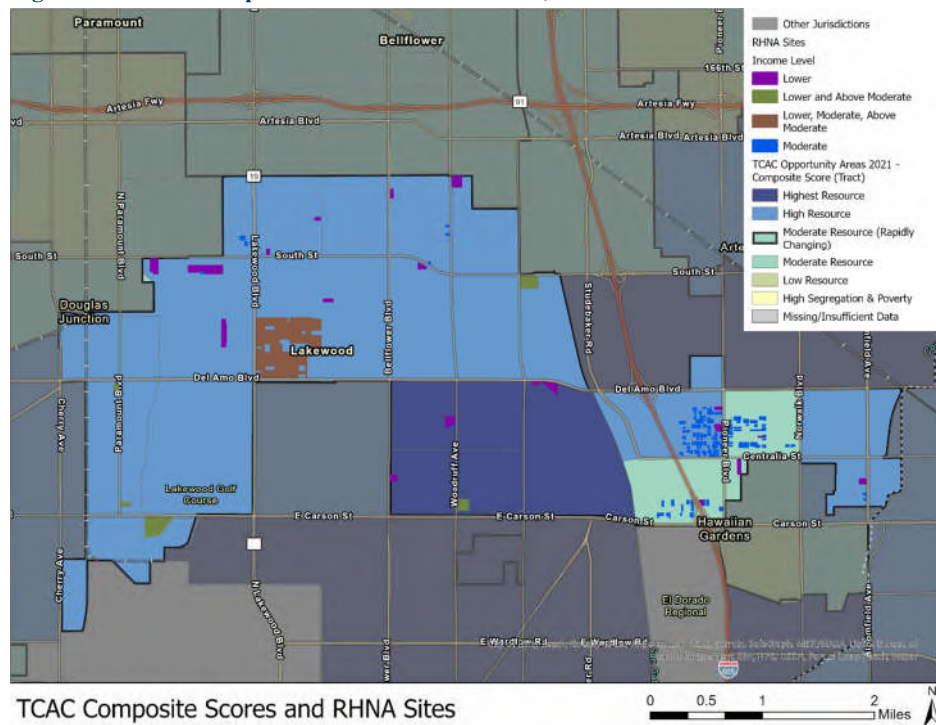


Source: HCD AFFH Data Viewer



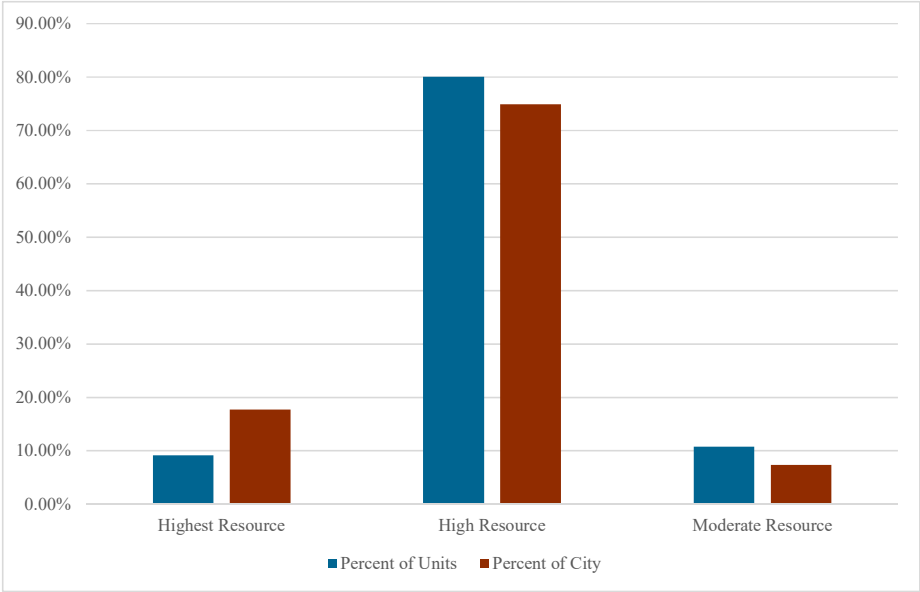
Scores for each domain and the composite score for each census tract are shown in Figure 17. The City largely scores in the high resource category. Tracts that are moderate resource are likely due to their lower economic and education scores. Composite scores for the City and RHNA sites by income level are shown in Figure 17.

Figure 17: TCAC Composite Score and RHNA Sites, 2021



The breakdown of sites is very close to the distribution of acreage in each category in the City, as shown in Figure 18. As most of the City is categorized as high resource, most of the sites are in high resource areas. There is not a concentration of sites in the moderate resource area of the City. Sites are not anticipated to have an adverse effect on access to opportunities in Lakewood.

Figure 18: TCAC Composite Score Comparison



Source: HCD AFFH Data Viewer and City of Lakewood

Table 4 displays the RHNA units down by income level that are in each TCAC composite category. Most of the City, and thus most of the unit, are in the high resource category. This includes 78% of the low-income units. There are no low resource areas in the City. Additionally, almost 17 percent of low-income units are located in the highest resource category and only 5 percent are located in the moderate resource category. As over 90 percent of the City is in a high or highest resource category, there is little variation in category among the sites, and just over 89 percent of sites are in the high or highest resource category areas. Program F-1 and F-2 consist of place-based improvements in eastern Lakewood, which is the area of the City that is in the moderate resource category.



Table 4: RHNA Units by Income Level and TCAC Opportunity Category

TCAC Category	Low Income		Moderate Income		Above Moderate Income		% of Total Units	% of City Acreage
	Number of Units	% of Low Income Units	Number of Units	% of Moderate Units	Number of Units	% of Above Moderate		
Low Resource	0	0	0	0	0	0	0	0
Moderate Resource	102	5.0%	357	42.4%	0	0.0%	10.7%	7.4%
High Resource	1607	78.1%	477	56.7%	1335	97.4%	80.1%	74.8%
Highest Resource	348	16.9%	8	1.0%	36	2.6%	9.2%	17.7%
Total	1987	100%	842	100%	1441	100%	4270	100.0%

Source: HCD AFFH Data Viewer and City of Lakewood

Access to Opportunities Regional Comparison

HUD has developed a series of indices for fair housing analysis to assist cities in identifying disparities in access to opportunity. The index scores provided by HUD are based on nationally available data sources and are shown by race and ethnicity for Lakewood and Los Angeles County in Table 5. The indicators are scored on a scale from zero to 100. The following indicators are provided¹³:

- **Low Poverty Index:** The low poverty index captures poverty at the census tract level. The higher the score, the less exposure to poverty.
- **School Proficiency Index:** The school proficiency index uses the performance of fourth grade students on state exams to describe which areas have higher and lower performing schools. The higher the score, the higher the school system quality.
- **Labor Market Index:** The labor market index measures the relative intensity of labor market engagement and human capital. The index is calculated using employment levels, labor force participation, and education attainment. The higher the score, the higher the labor market participation in a neighborhood.
- **Transit Index:** The transit index is based on estimates of transit trips taken by a three-person, single-parent family with income at 50 percent of the median income for renters for the region. The higher the index, the more likely that the residents use public transit.

¹³ [HUD Affirmatively Furthering Fair Housing Data and Mapping Tool \(AFFH-T\) Data Documentation](#)



- **Low Transportation Cost Index:** The low transportation cost index is calculated based on estimates for a three-person, single-parent family with income at 50 percent of the median income for renters for the region. The higher the index, the lower the cost of transportation.
- **Jobs Proximity Index:** The jobs proximity index quantifies the accessibility of a given residential neighborhood as a function of its distance to all job locations within a region. Larger employment centers are more heavily weighted. The higher the index, the better access to employment opportunities.
- **Environmental Health Index:** The environmental health index summarizes potential exposure to a variety of toxins that are harmful to human health. The higher the index, the less exposure to toxins¹⁴.

Compared to the wider Los Angeles-Long Beach-Anaheim region as a whole, Lakewood scores higher in the low poverty index for all groups, and higher in the labor market index and school proficiency index for all groups other than White, non-Hispanic and Asian or Pacific Islander, non-Hispanic, in which it scores lower. This means that Lakewood generally has less exposure to poverty, a high labor market participation, and higher performing elementary school students. Lakewood scores are about the same as the region's scores in the transit index and low transportation cost index. Lakewood has a lower score in the environmental health index, indicating higher exposure to toxins than the region. In general, White, non-Hispanics have higher index scores throughout than the other four groups, which have lower scores that are generally close.

¹⁴ HUD AFFH Data Documentation Guidelines



Table 5: Opportunity Indicators, 2021

	Low Poverty Index	School Proficiency Index	Labor Market Index	Transit Index	Low Transportation Cost Index	Jobs Proximity Index	Environmental Health Index
Lakewood							
Total Population							
White, Non-Hispanic	78.2	58.8	58.3	85.8	70.4	31.7	4.3
Black, Non-Hispanic	68.5	49.7	58.2	86.3	74.2	30.9	4.5
Hispanic	66.1	52.0	52.4	86.3	73.0	28.6	4.4
Asian or Pacific Islander, Non-Hispanic	64.6	49.5	52.5	86.4	73.9	28.2	4.5
Native American, Non-Hispanic	69.2	54.5	54.8	86.2	72.2	32.4	4.3
Population below federal poverty line							
White, Non-Hispanic	76.6	56.6	54.9	85.7	71.4	31.0	4.3
Black, Non-Hispanic	63.3	46.2	58.2	86.1	76.2	29.0	4.7
Hispanic	58.1	46.6	52.9	86.9	75.2	24.6	4.6
Asian or Pacific Islander, Non-Hispanic	68.4	48.9	56.2	85.8	75.0	33.0	4.5
Native American, Non-Hispanic	79.5	49.7	63.8	85.9	74.1	40.2	4.3
Los Angeles-Long Beach-Anaheim Region							
Total Population							
White, Non-Hispanic	65.2	68.0	67.4	77.6	73.1	54.6	21.4
Black, Non-Hispanic	36.1	33.8	35.3	87.3	79.0	40.7	11.9
Hispanic	35.5	39.7	35.7	86.5	77.8	43.7	12.4
Asian or Pacific Islander, Non-Hispanic	55.0	61.9	57.6	85.1	76.0	51.1	13.1
Native American, Non-Hispanic	48.4	50.7	48.6	81.0	75.4	45.9	17.7
Population below federal poverty line							
White, Non-Hispanic	53.7	60.6	59.6	83.2	78.5	57.0	18.5
Black, Non-Hispanic	24.1	28.0	26.4	88.3	81.1	36.9	11.7
Hispanic	25.1	33.7	29.5	89.1	80.9	44.6	10.6
Asian or Pacific Islander, Non-Hispanic	45.5	57.6	51.4	88.6	80.6	52.9	11.1
Native American, Non-Hispanic	33.6	39.1	36.1	84.4	78.2	47.7	16.2

Source: Decennial Census; American Community Survey; Great Schools; Common Core of Data; School Attendance Boundary Information System; Local Affordability Index; Longitudinal Employer Household Dynamics; National Air Toxics Assessment

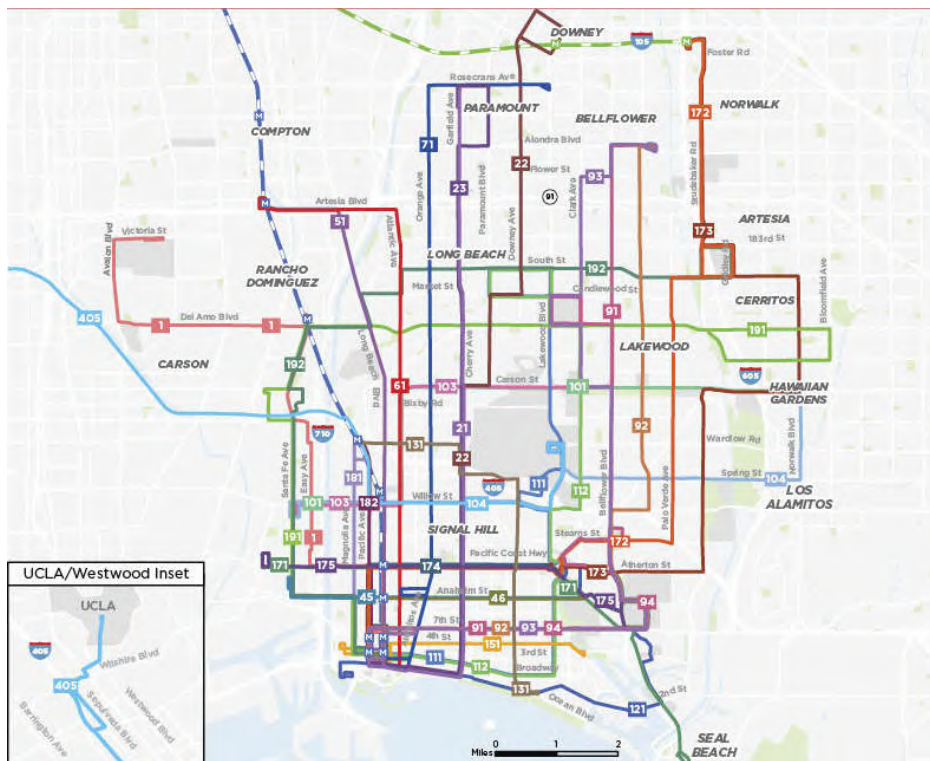
Transportation

Access to adequate transportation and a variety of transit options can help illustrate disparities in access to opportunities. Long Beach Transit is the primary transit service provider for the City of Lakewood and the surrounding areas. Long Beach Transit provides bus service and access to the



Metro Rail lines in Los Angeles County. The whole City is well served by bus with the 21, 22, 23, 91, 92, 93, 101, 103, 173, 191, and 192 Long Beach Transit lines. Long Beach Transit and Lakewood's DASH transportation system also offer free dial-a-ride programs for elderly and disabled residents.

Figure 19: Long Beach Transit Route Map, 2021



Source: Ride Long Beach Transit Routes and Services

The City also has a robust network of bicycle lanes and bicycle paths, providing safer, non-motorized transportation options within the City. The major thoroughfares of South St, Del Amo Blvd, Paramount Blvd, and Woodruff Ave have bike lanes, and separated bike paths along the San Gabriel River and Coyote Creek connect to larger, sub-regional bike networks.

The Lakewood Center Mall is the current main transit hub of the City, with multiple connections to the Metro Blue Line Rail and employment centers in Long Beach. The property owner of the mall is seeking opportunities for residential development on the site, which means developments there will have high levels of transit access.



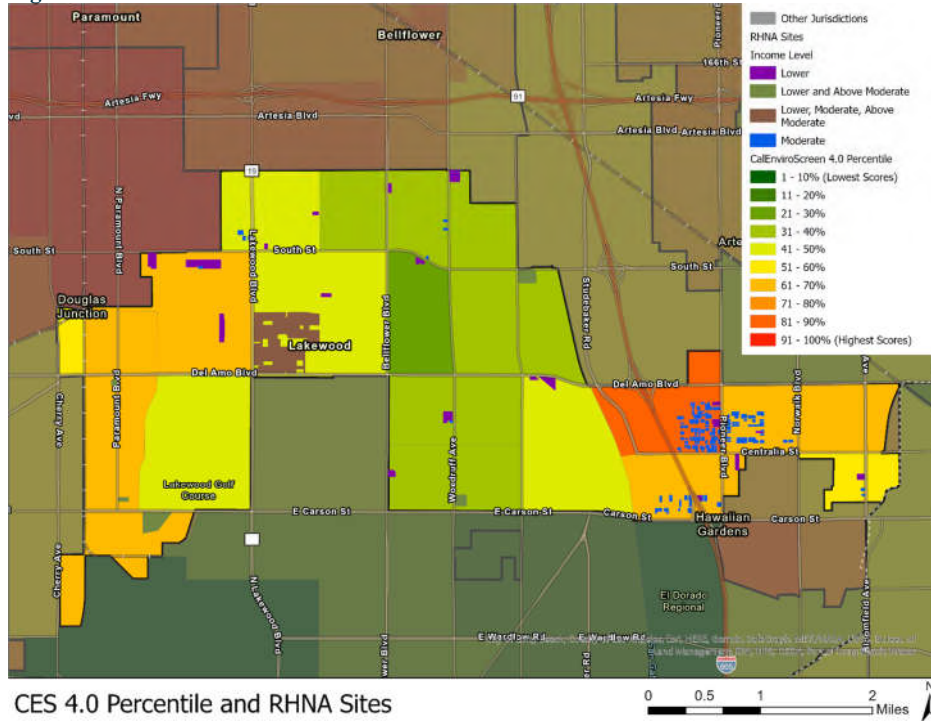
Finally, Metro is planning the “West Santa Ana Branch Transit Corridor” project, a new light rail line that will serve the Gateway Cities. While the new rail line will not directly serve Lakewood, current plans indicate that there will be rail stops in Bellflower and Artesia, close to Lakewood. The planned light rail will expand public transportation access to major job centers in the Los Angeles-Long Beach corridor.

CalEnviroScreen

CES 4.0 is a tool that identifies communities in California that are disproportionately burdened by pollutants. Factors used to identify communities include ozone, particulate matter, drinking water contaminants, pesticide use, lead, diesel particulates, asthma rates, and linguistic isolation. A higher score indicates a higher effect of pollutants for the area. As shown in Figure 20, CES scores vary across the City. The central areas of the City have the lowest scores, with higher scores in the eastern arm and the western side of the City. The highest scored tract in Lakewood falls into the 81-90 percent range. The tract scores high in diesel particulate matter, toxic release, and traffic. The tract is bisected by the I-605 freeway, which is likely a driver of high scores for this and the tract directly to the south, which is also bisected by I-605. Tracts in the west side of the City are bordered by tracts with extremely high toxic releases, traffic, and negative effects from environmental cleanup sites, which all are outside of the jurisdiction. Other cities to the west of Lakewood have much higher CES scores, indicating higher pollution levels. These cities, unlike Lakewood, are more dense with more multi-family housing, and contain oil refineries. The City will adopt and implement an Environmental Justice Element to address areas with high percentile CES 4.0 scores.



Figure 20: CES 4.0 Percentile and RHNA Sites

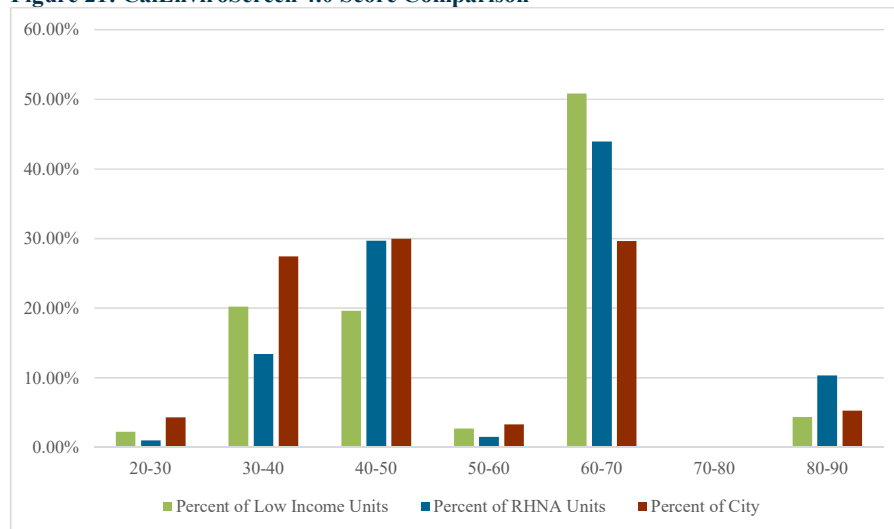


CES 4.0 Percentile and RHNA Sites

Source: HCD AFFH Data Viewer

Figure 21 displays the comparison of RHNA sites, low-income units, and City acreage in each CES score group. While they largely follow similar trends, there is a slight concentration of sites in the 60-70 percent range, especially low-income sites. This concentration is in part due to the interest of commercial property owners in these tracts to develop these sites, as well as availability of large properties that may accommodate lower-income housing.

Figure 21: CalEnviroScreen 4.0 Score Comparison



Source: HCD AFFH Data Viewer and City of Lakewood

Table 6 displays the RHNA unit distribution, both number and percent of each income level, that are located in each CES percentile group. The sites are spread across categories, with only one percent of sites located in the highest range found in the City (80-90). Just over half of the low-income sites are in the 60-70 percentile range, with 44 percent of all sites in this percentile range. As Lakewood has a wide range of CES scores throughout the City, sites are also distributed across percentile ranges. There is not a disproportionate distribution of any income sites in areas of the City with the highest CES 4.0 score.



Table 6: RHNA Units by Income Level and CES 4.0 Percentile

CES 4.0 Percentile Scores	Low Income		Moderate Income		Above Moderate Income		% of Total Units	% of City Acreage
	Number of Units	% of Low Income Units	Number of Units	% of Moderate Units	Number of Units	% of Above Moderate		
0-10	0	0	0	0	0	0	0	0%
10-20	0	0	0	0	0	0	0	0%
20-30	44	2.1%	0	0.0%	0	0.0%	1.0%	4.3%
30-40	417	20.3%	37	4.4%	121	8.8%	13.5%	27.4%
40-50	390	19.0%	77	9.1%	800	58.4%	29.7%	30%
50-60	54	2.6%	11	1.3%	0	0.0%	1.5%	3.3%
60-70	1065	51.8%	362	43.0%	450	32.8%	44.0%	29.7%
70-80	87	4.2%	355	42.2%	0	0.0%	10.4%	0%
80-90	44	2.1%	0	0.0%	0	0.0%	1.0%	5.3%
90-100	0	0	0	0	0	0	0	0%
Total	2057	100%	842	100%	1371	100%	100%	100%

Source: HCD AFFH Data Viewer and City of Lakewood

Findings

Trends in the access to opportunities analysis show that the City largely has good access to opportunities throughout. Most of the City is classified as high resource; however, this may be inflated by the TCAC environmental map, which does not match and appears to overestimate the CES 4.0 scores for the City. Areas in the eastern arm of the City are moderate resource and are in higher CES percentile ranges than the central area of the City. Tracts in the western edge of the City with lower CES scores are likely influenced by the land uses and policies outside of the jurisdiction. Existing uses in these neighboring tracts include petrochemical refining, industrial manufacturing, and recycling facilities.

As most of the City is classified as high resource, the majority of sites are in high-resource areas. There is a slight concentration of moderate-income units in the moderate-resource area in east Lakewood. Providing additional housing options and sites in the moderate-resource areas will help attract investment and expand housing choices in the neighborhood. Additionally, a significant



amount of housing is proposed for high resource areas, ensuring that future housing will result in an expansion of access to opportunities for households at all income levels.

Disproportionate Housing Needs

Substandard Housing

Disproportionate housing needs are determined by finding trends in housing problems in the population by race, household size, or household age. A household is considered substandard or having a housing problem if it has one or more of the following housing problems:

- Housing unit lacks complete kitchen facilities
- Housing unit lacks complete plumbing facilities
- Housing unit is overcrowded
- Household is cost burdened

Table 7 shows trends in housing problems, specifically cost burden, as they relate to race, age, and housing size. Cost burden is when a household spends more than 30 percent of its monthly income on housing costs like rent, mortgage, or utilities. In the City of Lakewood, renter-occupied households experience disproportionately high levels of housing problems compared to owner-occupied households. Specifically, 84.6 percent of Native American renters, 74 percent of elderly renters, and 76.7 percent of large household renters experience at least one of the four housing problems, including cost burden.



Table 7: Housing Problems and Cost Burden by Tenure and Race/Elderly/Housing Size

Lakewood	White	Black	Asian	Nat Am	Pac Islander	Hispanic	Other	Elderly	Large	All
Has a Housing Problem										
Owner-Occupied	25.5%	49.0%	39.8%	14.0%	13.8%	38.0%	20.3%	29.9%	36.3%	31.8%
Renter-Occupied	50.0%	63.8%	71.3%	84.6%	47.5%	57.8%	51.5%	74.0%	76.7%	58.6%
All Households	30.0%	56.4%	50.3%	62.8%	43.2%	44.9%	29.5%	37.5%	49.0%	39.0%
With Cost Burden										
Owner-Occupied	24.4%	47.8%	32.2%	13.8%	0%	34.2%	19.2%	31.4%	20.0%	29.1%
Renter-Occupied	46.8%	59.9%	56.6%	84.6%	48.7%	48.7%	50%	67.5%	52.1%	51.4%
All Households	28.6%	53.8%	40.3%	62.8%	42.2%	39.3%	28.2%	37.7%	29.0%	35.5%
Has Housing Problem										
Owner-Occupied	32.1%	41.5%	38.3%	39.7%	39.6%	48.2%	36.5%	37.3%	53.8%	39.0%
Renter-Occupied	52.6%	63.7%	56.3%	56.4%	55.4%	71.1%	55.7%	65.7%	84.0%	62.3%
All Households	41.4%	56.3%	46.8%	49.4%	50.2%	62.3%	48.4%	47.5%	69.1%	51.6%
With Cost Burden										
Owner-Occupied	31.1%	40.0%	34.4%	36.9%	33.3%	39.5%	34.9%	36.2%	33.5%	35.0%
Renter-Occupied	49.4%	59.6%	47.6%	48.7%	47.8%	58.3%	50.9%	63.0%	55.9%	54.2%
All Households	39.4%	53.0%	40.6%	43.7%	43.0%	51.1%	44.8%	46.7%	44.5%	45.4%

Source: HUD CHAS Data 2013-2017

A large household is a household with three or more children, but it is also often calculated as a household with five or more people. Large and elderly households are often more likely to experience housing problems. Large households have more costs to support more people and may experience cost burden or no excess of funds to amend housing problems. Elderly households may be on a fixed income in a home bought before retirement, which affects excess funds necessary for housing maintenance.

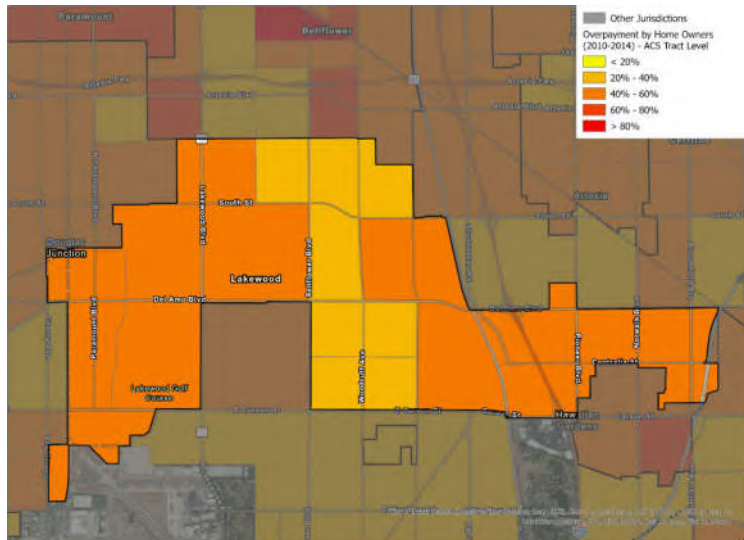
At the County level, renters also experience disproportionately high levels of housing problems, with 65.7 percent of elderly renters and 84 percent of large household renters experiencing a housing problem. While in the City, Native Americans are the population most likely to experience housing problems, countywide, the Hispanic population is most affected, which may be more indicative of population size.



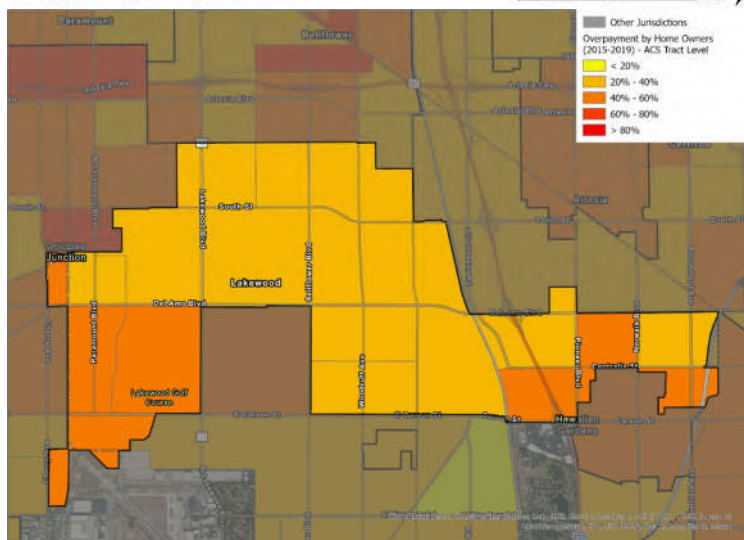
There are no concentrated areas of cost-burdened owners; see Figure 22. Over time, cost burden for homeowners decreased in the eastern and western parts of the City. As shown in Figure 23, concentrations of renters with cost burden are in the east and north tracts of the City. From 2010-2014 renters experiencing cost burden were more concentrated in the central area of the City. While the distribution of renters experiencing cost burden from 2015-2019 is less concentrated in the central portion of the City, it is higher on average across the City meaning that overpayment across the City has generally increased citywide and is not isolated to specific portions.



Figure 22: Overpayment by Owners, 2010-2014, 2015-2019



Overpayment by Owners, 2010-2014

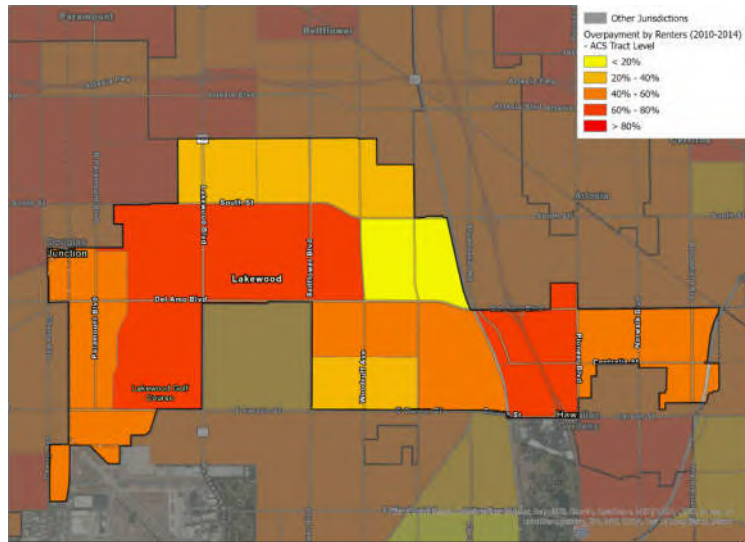


Overpayment by Owners, 2015-2019

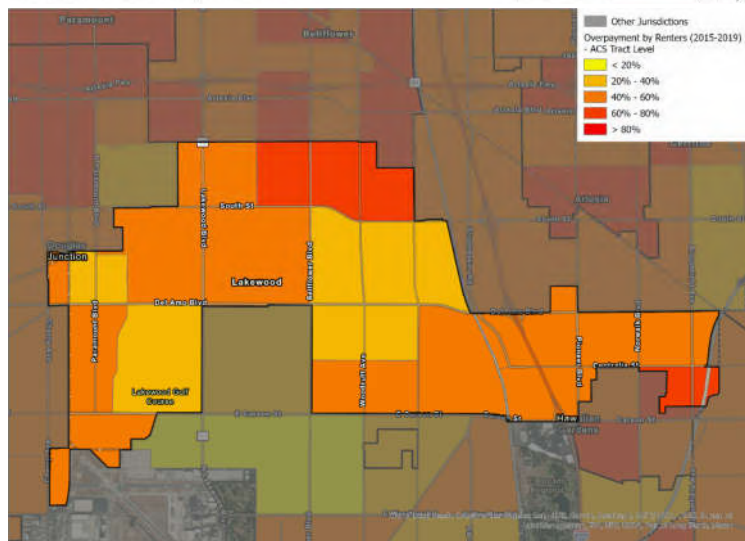
Source: HCD AFFH Data Viewer



Figure 23: Overpayment by Renters, 2010-2014 and 2015-2019



Overpayment by Renters, 2010-2014



Overpayment by Renters, 2015-2019

Source: HCD AFFH Data Viewer

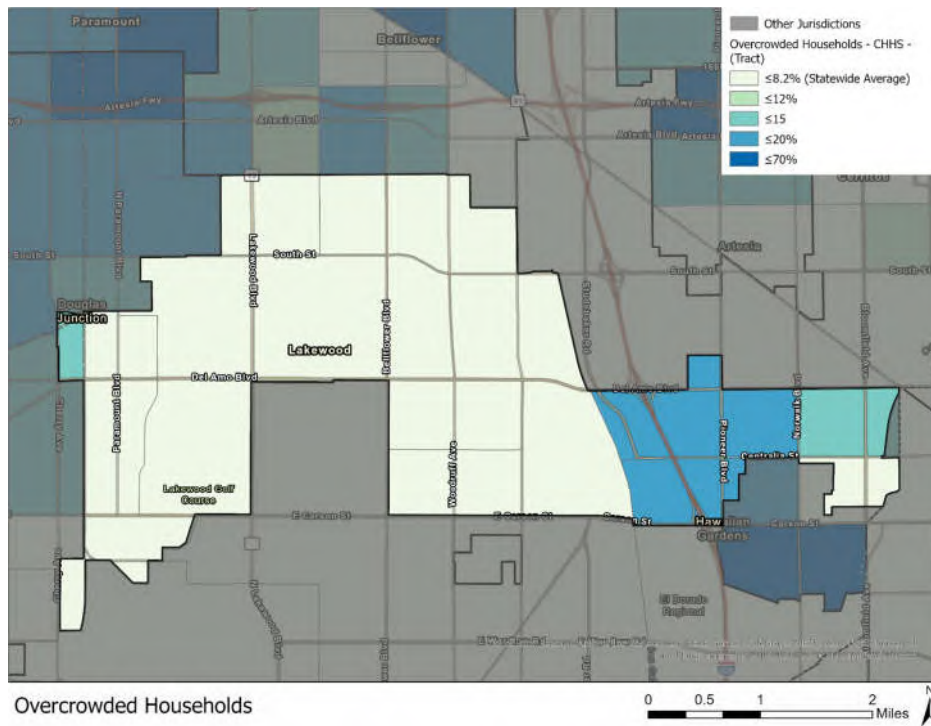


Overcrowding

A household is considered overcrowded when there is more than one person per room, including living and dining rooms but excluding bathrooms and kitchens. In 2016, 5.5 percent of the households in the City of Lakewood were considered overcrowded. The overcrowding is concentrated in the east end of the City. This correlates with the area with the most non-White residents and the most multifamily housing. Between 12 and 20 percent of households in this area are overcrowded. The rest of the City is below the statewide average of 8.2 percent. Placing moderate- and low-income RHNA sites in this area may help to diversify housing stock and add additional, affordable housing options to help ease overcrowding.

In Los Angeles County, cities near Lakewood, such as Compton and Lynwood, have rates of overcrowding of over 20 percent. Lakewood has low levels of overcrowding compared to other cities in the County.

Figure 24: Overcrowded Households, 2010



Source: HCD AFFH Data Viewer



Table 8: Overcrowding, 2000-2016

	2000		2010		2016	
	Overcrowded Households	Percent of Households	Overcrowded Households	Percent of Households	Overcrowded Households	Percent of Households
Lakewood	3,278	12.2%	1,495	5.8%	1,440	5.5%

Source: 2020-2024 Analysis of Impediments

Homelessness

The homeless population has disproportionately higher needs than those who are housed. The Los Angeles Homeless Services Authority conducted the 2020 Point in Time Count (PITC), which counts the unsheltered homeless population within each city in the County. Table 9 shows the PITC for the Los Angeles County. The City had 77 unsheltered homeless individuals in January 2020 in city limits and surrounding jurisdictions.

The City meets immediate needs by providing food or shelter, as well as assisting in serving long-term needs by providing health and employment services. The City also partners with People Assisting the Homeless to do outreach to the homeless community on existing services.

Table 9: Regional Point in Time Count, 2020

Jurisdiction	2018	2019	2020
Bellflower	135	148	242
Carson	469	326	158
Compton	342	424	652
Downey	180	174	258
Lakewood	103	135	77
Lynwood	146	112	85
Paramount	107	114	85
South Gate	259	357	399
Los Angeles County Total	52,765	58,936	66,436

Source: Los Angeles Almanac; 2020-2024 Analysis of Impediments

Displacement

The Urban Displacement Project at University of California, Berkeley developed a map of communities where residents may be particularly vulnerable to displacement in the event of increased redevelopment and drastic shifts in housing cost; these are known as sensitive communities.¹⁵ Sensitive communities are defined based on the following set of criteria:

- The share of very low-income residents is above 20 percent.

¹⁵ University of California, Berkeley, Sensitive Communities Project, <https://www.sensitivecommunities.org/>.



- The tract must also meet two of the following criteria:
- The share of renters is above 40 percent.
- The share of people of color is above 50 percent.
- The share of very low-income households (50 percent AMI or below) that are severely rent burdened is above the county median.
- They or areas in close proximity have been experiencing displacement pressures. Displacement pressure is defined as:
 - The percentage change in rent above county median for rent increases OR
 - The difference between tract median rent and median rent for surrounding tracts above median for all tracts in county (rent gap).

Figure 25 shows the areas vulnerable to displacement as identified by the Urban Displacement Project. There are two identified tracts in the eastern arm of the City. One of these tracts extends into Hawaiian Gardens, which has additional areas identified as high displacement risk. Areas northwest of the City, which are outside of the City limits, are also identified as at risk for displacement.

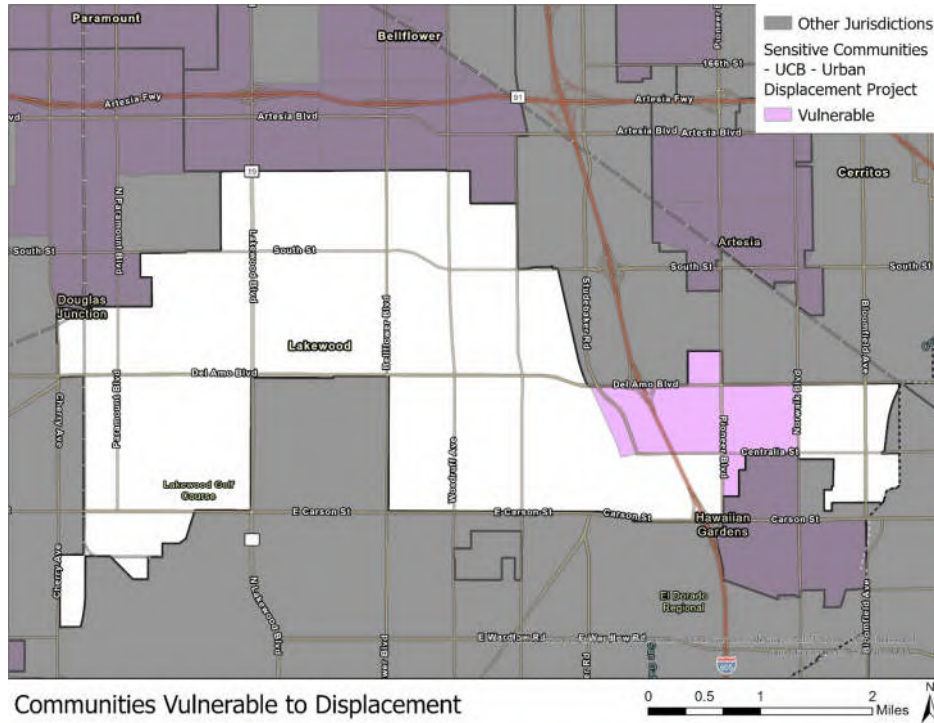
In general, the City is attempting to meet its RHNA without displacing existing residents by identifying commercial and institutional uses. However, given the size of the City's RHNA and lack of available non-residential land, the City is including some properties with existing residential use in the sites inventory. Nearly all of these are single-family homes, which tend to be owner-occupied. Only 21 properties out of 293 sites have any type of multi-family housing located on them currently. Therefore, the City's RHNA strategy is not anticipated to exacerbate risk of displacement. Instead, it is expected to minimize displacement by providing new housing opportunities for all income levels in areas with greater risk.

According to the Urban Displacement Project's Policy Map,¹⁶ Lakewood has three anti-displacement policy measures in place: the preservation of mobile home parks, single-room occupancy with a conditional use permit, and a condominium conversion regulation that prohibits converting apartments to condominiums. The City is also implementing anti-displacement programs in the housing element, such as Program C-8: Displacement Prevention. This will ensure that for any unit that is demolished to build additional housing, an equivalent number of units will be included for households of the same affordability.

¹⁶ Los Angeles Policy Map: <https://www.urbandisplacement.org/los-angeles/los-angeles-policy-map>



Figure 25: Communities Vulnerable to Displacement, 2017



Source: HCD AFFH Data Viewer

Findings

The analysis of disproportionate housing needs shows similar trends to the access to opportunities and integration and segregation analysis. The eastern portion of the City shows higher needs than western Lakewood, including higher rates of overcrowding and possible displacement risk. Additionally, renters, elderly households, and large households experience the greatest rate of housing problems in the City.

RHNA sites are distributed throughout the City and are not concentrated in areas with disproportionate housing needs.



Other Contributions

Mortgage Lending and Home Financing

Historic Lending Practices

Most of Lakewood was built immediately following World War II under the premise that returning veterans and their new families should have access to high quality, affordable homes. The ability to purchase a low-cost home was not extended to everybody; in Lakewood, the Federal Government required that the post-war subdivisions be limited to white families only, directly facilitating segregation on a racial basis by excluding non-Whites from the City.

While Lakewood originally was created as an all-White community, the City has diversified greatly over the last 50 years and is now 36 percent White, with overall demographics close to the County average. This generally indicates that previous discriminatory practices have a more limited effect on Lakewood today, approximately 70 years from the City's construction. Based on current racial and ethnic composition of the City, the long-term effects of previous discrimination appear to be moderate in Lakewood. However, discriminatory lending practices, racial covenants, and redlining continue to have lasting impacts, particularly in the southern Los Angeles area. This discrimination prevented people of color from obtaining home equity and building generational wealth, and often forced communities of color to live adjacent to industrial and noxious uses.

Current Lending Practices

Table 10 displays the disposition of conventional home purchase loan applications by race in 2017. The AI discusses that conventional home purchase loan approval rates for Black and Hispanic applicants are significantly lower than those for White and Asian and Pacific Islanders in the City.

Through its AI, the City has committed to multiple programs to address current patterns of lending disparities. Particularly, the City will be publishing information about lending discrimination, closely monitor trends through HMDA data, and working with local lenders to improve mortgage access.

Table 10: Disposition of Conventional Home Purchase Loan Applications by Race, 2017

	Total	Approved	Denied	Withdrawn	Not Used/ Closed
RACE	American Indian or Alaska Native	0.3%	0.5%	0%	0%
	Asian	22.2%	23.2%	22.9%	39.1%
	Native Hawaiian/Pacific Islander	1.9%	2.1%	0%	0%
	White	48.7%	55.7%	43.8%	32.6%
	Information Not Provided	13%	12.4%	20.8%	19.6%
	Not Applicable	9.6%	1.6%	2.1%	2.2%
ETHNICITY	Hispanic or Latino	16.7%	19.9%	18.8%	4.2%
	Not Hispanic or Latino	61.4%	67.9%	56.2%	70.8%
	Information not Provided	12.5%	10.5%	22.9%	22.9%
	Not Applicable	9.4%	1.7%	2.1%	2.1%

Sources: Consumer Financial Protection Bureau, <http://www.consumerfinance.gov/hmda/explore>
Federal Financial Institutions Examination Council, http://www.ffiec.gov/hmda/hmdaproducts.htm#LAR_TS



Community Opposition to Density and Intensification

Opposition to new housing development can slow or stop projects from moving forward, and directly contributes to a lack of new housing and zoning practices that may inhibit development. During stakeholder engagement, many Lakewood residents expressed concern and skepticism over new housing development, indicating that there may be some amount of local resistance to new housing construction. Despite possible community resistance, the City has not denied any housing proposals in recent years. Instead, community attitudes have been reflected through the zoning ordinance, which limits where new multi-family housing may be built. The City is implementing multiple programs to remove constraints to new housing production and facilitate ministerial approval of the housing, which will limit the impact of community opposition. Additionally, the Housing Element is proposing a program to provide community education about the benefits of new housing. Finally, the City will be engaging in a comprehensive stakeholder engagement process to identify the specific development standards for multi-family and mixed-use properties. By obtaining and incorporating stakeholder feedback through a comprehensive planning process, the impacts of project specific community opposition can be limited.

Regional Land Use Patterns

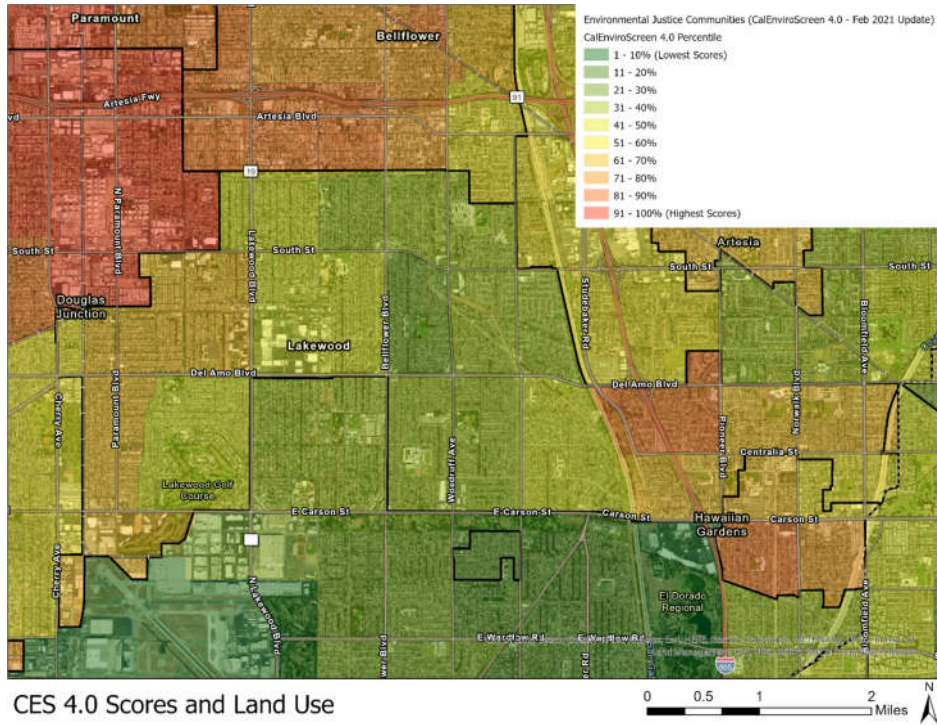
Land use patterns in adjacent jurisdictions have a large effect on health and housing conditions in Lakewood. The historic concentration of industrial land just outside the City also impacts the residents of north Long Beach, Paramount, and Rancho Dominguez. Industrial uses, including heavy refining, manufacturing, repair, are located a few blocks away from the City's northwestern boundary. The outcomes of these industrial uses can be clearly visible in the CES Maps (Figure 20) where the City limits act as a clear demarcation between census tracts with health disparities. The adjacent industrial uses also have an effect on the CES scores in north Lakewood.

Lakewood's southern border abuts the Long Beach Airport. Most aircraft taking off/landing at the airport do not fly directly over Lakewood at low altitudes. Despite this, the airport may still be a source of noise pollution that affects some Lakewood residents.

Additionally, there is a high concentration of older multi-family properties directly north of Lakewood, in the City of Bellflower. The prevalence of multi-family uses in south Bellflower, contrasted with the prevalence of single-family residential typology in north Lakewood may be a contributing factor to the apparent discrepancy in the environmental quality (CES) and opportunity (TCAC) that occurs on the city's border. Figure 26 illustrates the CES scores over an aerial image of Lakewood and its immediate surroundings. While it is difficult to identify precise land-uses at a small scale, it is possible to clearly see the prevalence of industrial uses along North Paramount Blvd. in Long Beach, as well as the concentration of multi-family housing in south Bellflower. In contrast, the area of Long Beach directly south of the City consists almost wholly of single-family homes, with no industrial uses in close proximity.



Figure 26: CES 4.0 Scores and Land Use



Source: HCD AFFH Data Viewer



D. IDENTIFICATION AND PRIORITIZATION OF CONTRIBUTING FACTORS

While the City views all contributing factors as an important priority to address, in determining the level on the table higher priority was given to factors that limit fair housing choice and or negatively impact fair housing, per Government Code section 65583(c)(10)(A)(iv).

Table 11 displays the identified fair housing issues, contributing factors, and meaningful actions taken to address them. The City has adopted goals and actions that specifically address the contributing factors identified in the AFFH analysis. Section F of the Housing Programs includes nine programs designed to address fair housing contributing factors. There may be other relevant programs that address fair housing in other sections, such programs are noted appropriately in the contributing factors table below. Other relevant programs include public education programs in Section G and constraint removal programs in Section B.

Programs are referenced in the action column for each contributing factor. Extensive place-based improvement programs have the longest implementation timelines. Place-based programs for areas of east Lakewood are designed to address clear trends of fair housing concerns in east Lakewood as shown by the AFFH analysis. Additional programs included in fair housing address the need for more multi-family housing opportunities across the City. One clear contributing factor is the impact of historic land use and zoning laws in the City. Programs included to address this include the development of an inclusionary housing ordinance (Program A-6), programs relating to housing for the elderly and persons with disabilities (Programs E-2 and D-5) to ensure objective standards and allow for licensed group care facilities in residential areas throughout the City.

While the City views all contributing factors as an important priority to address, in determining the level on the table higher priority was given to factors that limit fair housing choice and or negatively impact fair housing, per Government Code section 65583(c)(10)(A)(iv).



Table 11: Contributing Factors and Meaningful Actions

Fair Housing Issue	Contributing Factor	Action	Priority
Disproportionate Housing Needs in East Lakewood	Land use and zoning laws Overcrowding in eastern census tracts	<ul style="list-style-type: none"> Add opportunities for additional multifamily housing across the City. Provide opportunities for small-scale residential and naturally affordable housing in East Lakewood to mitigate overcrowding issues. See Housing Mobility Program (F-4) Diversity of Land Use Designation and Building Type (B-13) Source of Income Protection/Housing Mobility (G-3) 	High
Segregation and Integration	Concentration of lower-income individuals in eastern Lakewood Land use and zoning laws	<ul style="list-style-type: none"> Adding new multi-family housing across the City by upzoning large R-1 parcels and commercial sites. (A-8) Study and implement an inclusionary housing requirement to ensure housing for all incomes is available across Lakewood. (A-6) Council District Program (F-8) 	High
Access to Opportunities and Resources	Concentrations of environmental hazards and industrial uses adjacent to City boundary Lack of community resources in east Lakewood Lack of public transit options Lack of multi-family housing options in central Lakewood	<ul style="list-style-type: none"> Place-Based Community Resource - Park Improvement including Bloomfield Park Renovation and Palms Park Renovation Programs. (F-1) Place-Based Community Resource – Streetscape and Right of Way Improvements including Del Amo Boulevard/Coyote Creek Bridge Replacement and Lakewood Boulevard Regional Corridor Capacity Enhancement Project. (F-2) Adopt new Environmental Justice Element that focuses on pollution mitigation strategies and addresses the needs of sensitive communities. (F-5) Transit Improvements Program (F-7) Encourage increased production and affordability of ADUs through example plan program, updated ADU Ordinance, and ADU Education Program. (B-9, B-10, and G-2) 	Medium
Outreach and Enforcement Capacity	Ability to obtain fair housing assistance Accessibility of meetings	<ul style="list-style-type: none"> Fair Housing Outreach and Enforcement, Landlord-Tenant Mediation, and Fair Housing Education and Counseling (F-6, D-3, and E-1) Single-Family Residential Rehabilitation Loan Program (C-1) Fair Housing Enforcement and Outreach (F-6) 	Low

RESOLUTION NO. 2022-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AMENDING THE GENERAL PLAN BY
ADOPTING THE 2021-2029 HOUSING ELEMENT

WHEREAS, the City Council has heretofore adopted the General Plan of Land Use, including a Housing Element, Circulation, Conservation, Open Space, Noise, Safety, Recreation and Community Services, Air Quality, and Economic Development, containing a statement of population density and building intensity, by Resolution No. 96-90; and

WHEREAS, the State Legislature in 1984 by Chapter 1691 added Article 10.6, entitled "Housing Elements," commencing with Section 65583 of the Government Code pertaining to the contents of the Housing Element, determination by each locality of its share of regional housing needs, and including guidelines in the preparation and amendment of Housing Elements and provisions for its review and revision; and

WHEREAS, the 6th Cycle Housing Element covering the 2021-2029 requires the City's housing element to plan for a Regional Housing Needs Assessment ("RHNA") allocation of 3,922 new housing units; and

WHEREAS, the City conducted several community meetings and public workshops as required by California Government Code Section 65588 et seq. in order to provide residents, property owners, stakeholders, the public, and others with meaningful opportunities to provide guidance to the City with respect to the goals, policies, programs, and other aspects of the housing element including actions to affirmatively furthering fair housing; and

WHEREAS, the City submitted a draft housing element to the Department of Housing and Community Development (HCD) on September 17, 2021 for review and on November 16, 2021, HCD issued a letter requesting revisions. Staff addressed those revisions and presented the draft housing element to the PEC on December 9, 2021 where the PEC recommended approval of the revised Housing Element to the City Council. On January 25, 2022, the City Council held a public hearing and adopted the draft housing element and the associated negative declaration.

WHEREAS, on February 18, 2022, HCD issued a second letter requesting further clarifications and staff submitted a draft housing element to HCD on July 18, 2022 addressing those minor clarifications and modifications.

WHEREAS, after due notice of the time and place thereof given in the time and manner required by law, a public hearing was held before the City Council of the City of Lakewood on August 19, 2022 on the 2021-2029 Housing Element, at which time said 2021-2029 Housing Element was displayed and presented; and

WHEREAS, the City Council has considered said 2021-2029 Housing Element and all comments pertaining thereto, finds there have been no significant changes in said project requiring further environment impact studies or reports, and that the 2021-2029 Housing Element should be approved subject to any changes the City Council should insert in this Resolution.

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

SECTION 1. The City Council finds that the aforementioned recitations are true and correct and that the General Plan of the City of Lakewood is hereby amended as provided in this Resolution.

SECTION 2. Resolution No. 96-90, entitled "A Resolution of the City Council of the City of Lakewood, California, Adopting a Comprehensive, Long-Term General Plan, November 1996, including a Land Use Element, Circulation Element, a Conservation Element, an Open Space Element, a Noise Element, a Safety Element, a Recreation and Community Service Element, an Air Quality Element, an Economic Development Element superseding and replacing the previously adopted General Plan, 1990, except the Housing Element thereof, which is reaffirmed as part of the City's Comprehensive General Plan, November 1996" is hereby amended by adopting that certain document and report on file in the Office of the City Clerk, and entitled "2021-2029 Housing Element" being the Housing Element of the General Plan for the City of Lakewood. Further, staff is hereby authorized to make minor modifications to the 2021-2029 Housing Element in response to comments from the State Department of Housing and Community Development, provided said modifications do not affect or contradict policies and programs adopted by the City Council.

SECTION 3. The City Council finds the 2021-2029 Housing Element has been adopted in accordance with the terms and provisions of the Government Code of the State of California, and after consideration and review by both the Planning and Environment Commission and the Department of Housing and Community Development. The City Council further finds the review by the Planning and Environment Commission of the recommendations of the Department of Housing and Community Development, and the incorporation in the 2021-2029 Housing Element of said recommendations is reasonable and should be approved.

SECTION 4. The City Council find there is substantial evidence contained in Section V (Housing Resources) and Appendix B (RHNA Sites List) of the Housing Element that the existing uses identified are not impediments to accommodate new housing and will likely be discontinued during this planning period.

SECTION 5. The Planning and Environment Commission is further directed to comply with the terms and provisions of Article 10.6 entitled "Housing Element" of the Government Code, commencing with Section 65583, including the review and revision provisions thereof contained in Section 65588, and report to the City Council from time to time pertaining to its

progress in this regard (the Housing Element Annual Progress Report).

SECTION 6. An Initial Study was prepared for the Draft 2021-2029 Housing Element, pursuant to Section 15063 of the California Environmental Quality Act (CEQA) Guidelines, as amended. The 2021-2029 Housing Element was found to have no significant effect on the environment and a Negative Declaration was adopted by the City Council on January 25, 2021 pursuant to Section 15070 et seq., of the Guidelines. The most current draft consists only of clarifications and minor non-substantial edits and does not include any changes to goals or policies, or Lakewood's overall approach to meet its RHNA, which might otherwise necessitate recirculation of the Negative Declaration.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution and forward a copy thereof to the Secretary of the Planning and Environment Commission for distribution to the Planning and Environment Commission. This Resolution shall be effective on the date of adoption.

ADOPTED AND APPROVED this 9th day of August, 2022.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

RESOLUTION NO. 2022-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD APPOINTING MEMBERS OF THE VARIOUS
COMMISSIONS OF THE CITY OF LAKEWOOD

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

SECTION 1. The following residents of the City of Lakewood are hereby appointed members of the Community Safety Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 2. The following residents of the City of Lakewood are hereby appointed members of the Planning and Environment Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 3. The following residents of the City of Lakewood are hereby appointed members of the Recreation and Community Services Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 4. This Resolution shall be effective on the 9th day of August, 2022. No appointment herein shall be effective until said members take the Constitutional Oath of Office.

ADOPTED AND APPROVED THIS 9TH DAY OF AUGUST, 2022.

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: The Honorable Mayor and City Council

SUBJECT: Engineering Design Services – Highway Safety Improvement Program (HSIP)
Grant – Update 12 Traffic Signals

INTRODUCTION

The City has obtained a Highway Safety Improvement Program (HSIP) grant for construction to modify traffic signals at various intersections. Staff has obtained a proposal for engineering design services for this project.

STATEMENT OF FACT

The consulting firm of Willdan Engineering has an agreement with the City of Lakewood to assist with various engineering matters and has submitted a proposal to provide design services for the traffic signals to be upgraded in an amount of \$238,000.

An initial study of traffic collision history was done to select signalized intersections to be improved. The upgrades consist of providing advance dilemma zone detection, upgrade signal hardware, replace pedestal mounted median signals with mast arm signals at two locations and revised timing sheets. The County is designing a Traffic Signal Synchronization Program along South Street and Woodruff Avenue corridors that will upgrade those signals; therefore, those were not considered for this HSIP project. The intersections in the below table were selected for modifications and upgrades along three corridors.


Traffic Signal Improvements at Twelve Intersections	
Del Amo Blvd @	Downey Ave Graywood Ave Clark Ave Palo Verde Ave
Paramount Blvd @	Candlewood St Cover St Del Amo Blvd Carson St
Centralia St @	Pioneer Blvd Norwalk Blvd Claretta Ave Bloomfield Ave


The City applied for a competitive grant from the Highway Safety Improvement Program (HSIP) and was selected to receive \$2,243,900 for construction of twelve traffic signals to be modified and upgraded. The City proposes to fund design of the project using local Measure R funds in an amount of \$238,000.

RECOMMENDATION

That the City Council:

1. Authorize staff to approve Willdan Engineering's proposal to provide design and other services for the Highway Safety Improvement Program Traffic Signal Modification Project under their existing Agreement for Engineering Services, in an amount not-to-exceed \$238,000.
2. Authorize Measure R funds in the amount of \$238,000 to be used for this project.


Kelli Pickler
Director of Public Works


Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

August 9, 2022

TO: Honorable Mayor and City Council

SUBJECT: Approval of Agreement with Los Angeles County for Community Prosecutor Program and Allocation of Funds in FY 2022-2023 Budget

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. Lakewood would benefit greatly by implementing the Community Prosecutor Program as part of the city's public safety model.

STATEMENT OF FACTS

In the 1990's, the Office of the District Attorney implemented a program, known as Strategies Against Gang Environments (SAGE), to combat gang related criminal activity through the dedicated services of a Deputy District Attorney (DDA) working in collaboration with local law enforcement and city staff. The program was successful in reducing gang violence and enhancing quality of life in neighborhoods. Recently, the SAGE program has been renamed as Community Prosecutor Program (CPP) to address a broader array of nuisance activity impacting communities. The innovative and collaborative approach of a DDA working with directly local law enforcement in the community remains the focal point of the CPP.

The cities of Paramount and Bellflower collaborated for many years to share the cost of a CPP DDA. Paramount received notice from Bellflower that they would no longer participate in the program in FY 2022-2023. Paramount approached Lakewood to inquire about Lakewood joining the program and sharing the cost.

The CPP provides an added layer of public safety service by bringing specialized prosecutorial services and legal expertise into the city's public safety team. The DDA would work closely with the city's public safety and code enforcement staff, Special Assignment Team Deputies and Detectives, school administrators and other partner agencies. The DDA would perform a variety of services to include:

- Case tracking to advocate for as strong as possible prosecutions, seek restitution and sentencing terms that are an enhancement to improving public safety in Lakewood
- Prepare stay away orders, work with the City Prosecutor to conduct office conferences related to nuisance properties

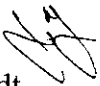
- Work closely with Special Assignment Team Deputies regarding habitual offenders or persons frequently contacted, street racing case filing and civil forfeiture procedures
- Provide training on new or updated laws that affect public safety in Lakewood
- Develop and administer an informal juvenile delinquency diversion program along with a text-a-tip program at schools

Lakewood's share of the program will be approximately \$125,000 for the remainder of FY 2022-2023.

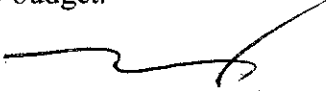
The Public Safety Committee received a presentation regarding the Community Prosecutor Program and recommended the item be brought before the City Council for further consideration and approval.

RECOMMENDATION

Staff recommends the City Council approve an agreement with Los Angeles County through the Office of the District Attorney for the Community Prosecutor Program through June 30, 2023, authorize the Mayor to sign the agreement as approved by the City Attorney and appropriate \$125,000 from the General Fund in the FY 2022-2023 budget.



Joshua Yordt
Director of Public Safety



Thaddeus McCormack
City Manager

**AGREEMENT BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE CITY OF LAKEWOOD
FOR
COMMUNITY PROSECUTOR PROGRAM
FORMERLY KNOWN AS THE**

STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM

This Agreement (Agreement) is made and entered into this ____ day of _____ 2022, by and between the County of Los Angeles, hereinafter (COUNTY), a political subdivision of the State of California, and the City of Lakewood (CITY), a general law city, under the laws of the State of California and both of whom are collectively referred to as the PARTIES.

WHEREAS, the CITY is in need of a program to reduce juvenile delinquency, address quality of life issues, combat gang activity, narcotics sales and use and to abate criminal nuisance conditions and activities; and

WHEREAS, the COUNTY, through its Office of the District Attorney (LADA), with the CITY recognizes the need for innovative proactive approaches for the suppression of the general neighborhood nuisances, vandalism, graffiti, street gang activity, narcotics sales, juvenile delinquency, criminal property nuisances and other related quality of life problems; and

WHEREAS, under California Government Code § 26500.5 the District Attorney may sponsor, supervise, or participate in any project or program to improve the administration of justice.

WHEREAS, the COUNTY has in the past, adopted and implemented in other Cities, a program named the Strategies Against Gang Environments (SAGE), which provided legal services aimed at reducing specifically gang activity, now is named the Community Prosecutor Program (CPP) to more aptly describe the objectives and focus of the program; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the CPP within the territorial boundaries of the CITY;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1.0 PURPOSE

The purpose of this agreement is to maintain one Deputy District Attorney (DDA) within the CITY, to perform services, as mutually agreed upon by both PARTIES, to: (1) reduce juvenile delinquency through the use of the CITY'S Informal Diversion Program; and (2) to combat quality

of life issues, including, but not limited to gang activity, criminal property nuisance, graffiti, vandalism, street racing, narcotics sales and use, through informal intervention, informal nuisance abatements and (3) to provide technical assistance to the CITY's Public Safety Department, Los Angeles County Sheriff's Department, and other stakeholders and entities that will assist and contribute to the CPP DDA's efforts to perform under this section. The services shall be consistent with the laws of the State of California and the guidelines of the COUNTY, CITY and California State Bar.

2.0 TERM OF THE AGREEMENT

The term of this agreement shall commence on the date of the execution of the last signatory and continue through June 30, 2023.

Upon mutual agreement of both PARTIES, at the conclusion of this present agreement, the same or similar agreement may be extended for up to four (4) additional one (1) year periods.

3.0 COUNTY OBLIGATIONS

COUNTY shall provide, on behalf of CITY, the services of one DDA for the Community Prosecutor Program, on a full-time basis to assist the CITY in the development of a multifaceted strategy for improving public safety. The COUNTY has sole discretion in personnel matters related to supervision, promotion, appraisal of the assigned DDA. The COUNTY shall consult with and negotiate with the CITY regarding the selection, retention and transfer of the DDA assigned to the CITY.

Specific tasks to be performed shall be subject to the needs set forth by the CITY, by and through the Public Safety Director.

The DDA assigned to the CITY pursuant to this agreement will appropriately, independently and pursuant to legal rules of ethics, professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and CPP legal services. Subject to the COUNTY'S discretion, the specific activities shall include, but are not limited to:

3.1 The tracking of criminal cases, as allowed by law, in an effort to provide prosecutors, probation officers, parole agents, school officials, judges, and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of probation;

3.2 The abatement of public nuisances such as illegal drug activity, illegal gang activity, illegal prostitution activity, illegal gambling activity, and other general and/or criminal property nuisance activity;

3.3 The implementation and regulation of an informal juvenile offender/delinquency program that addresses juvenile crime, truancy, alcohol/drug dependency, anger management, bullying, suicide prevention, and any other type of problem or issue plaguing the CITY'S youth in an effort to deter juveniles from entering into the Criminal Justice System and to address the social and mental health needs of the community;

3.4 Participation in neighborhood, school and community programs to improve public safety and reduce crime.

4.0 PAYMENT TERMS

The contract sum, payable by CITY TO COUNTY will not exceed \$144,568, for the period covering July 1, 2022 through June 30, 2023, and will be the total monetary amount for providing one DDA for the services rendered in 3.0 through 3.4, of this Agreement for the implementation of the Community Prosecutor Program.

Annual cost in each subsequent year, shall be limited to the salary, employee benefits and State Bar dues of the assigned DDA, including any increases approved by the COUNTY for Deputy District Attorney Staff. Annual contribution in each subsequent year will be limited to an amount mutually acceptable to both PARTIES, but not less than the current contribution of \$144,568.

5.0 MUTUAL INDEMNIFICATION

5.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of the CPP activities, and to pay on behalf of the CITY any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom;

5.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of the CPP Program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.

6.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

7.0 WAIVER

No Waiver of any breach of this Agreement by either party shall constitute a waiver of any breach of this Agreement, including a subsequent breach of the same provision.

8.0 GOVERNING LAWS

This Agreement shall be interpreted according to the laws of the State of California.

9.0 COMPLIANCE WITH APPLICABLE LAWS

In the performance of this Agreement, PARTIES shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and

all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

10.0 NON DISCRIMINATION IN EMPLOYMENT AND SERVICES

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State Law.

11.0 CONFIDENTIALITY

PARTIES shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, and policies and procedures relating to confidentiality.

12.0 TERMINATION FOR CONVENIENCE

Any Party may terminate this Agreement for its convenience at any time by giving the other Party sixty (30) days written notice thereof.

13.0 ALTERATION OF TERMS

This writing and any amendments thereto, constitute the entire agreement between the PARTIES. This Agreement may not be altered or modified except by the express written consent of both the CITY and LADA on behalf of the COUNTY. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the PARTIES, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by the PARTIES.

14.0 INVOICE AND PAYMENTS

14.1 All invoices under this Agreement shall be submitted to the following address:

City of Lakewood
Attention: Public Safety Director
5050 Clark Avenue
Lakewood, California 90712

14.2 Such payment will be made in accordance with the provisions as specified herein: COUNTY shall submit a monthly invoice to CITY within thirty (30) calendar days for the preceding month in which services were provided. Invoices will charge actual costs for salary, employee benefits, and the State Bar dues of the DDA. CITY shall pay each monthly invoice within sixty (60) days of receipt of the invoice pursuant to the invoice payment instructions.

Any excess monies overpaid by the CITY at the end of the term of the Agreement, shall be allocated to and spent by and at the discretion of the assigned DDA for supplies, equipment and/or training, to assist, promote and/or facilitate the program and/or the program's needs.

IN WITNESS WHEREOF, COUNTY and the CITY enter into this Agreement for a Deputy District Attorney for the Community Prosecutor Program, to be signed by its duly authorized officers.

COUNTY OF LOS ANGELES

CITY OF LAKEWOOD

A Municipal Corporation

By: _____
GEORGE GASCÓN
District Attorney

By: _____
STEVE CROFT
Mayor

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

**APPROVED AS TO FORM BY
COUNTY COUNSEL:**

**APPROVED AS TO FORM BY
CITY ATTORNEY:**

By: _____

By: _____
City Attorney

Date: _____

Date: _____

DIVIDER SHEET

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 7/14/2022**

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	50.00
		<hr/>
		50.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

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

CHECK DATE	VENDOR NAME	CHECK AMOUNT
07/14/2022	CHICAGO TITLE CO	50.00
	Totals:	50.00