

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

June 11, 2019

ADJOURNED MEETING: Budget Study Session

6:00 p.m.
EXECUTIVE BOARD ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Reverend Olu Harding, Lakewood First United Methodist Church

PLEDGE OF ALLEGIANCE: Boy Scout Troop 134

ROLL CALL: Mayor Todd Rogers
Vice Mayor Jeff Wood
Council Member Steve Croft
Council Member Diane DuBois
Council Member Ron Piazza

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

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

- RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held May 28, and June 1, 2019
- 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 PERMITS FOR STREET CLOSURES FOR JULY 4TH BLOCK PARTIES - Staff recommends City Council approve permits be issued to responsible applicants authorizing temporary closure at requested locations on Thursday, July 4, 2019.
- RI-5 REAPPOINTMENT TO THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD - Staff recommends City Council approve reappointment of Mark Dameron to Southeast Los Angeles County Workforce Development Board of Directors.
- RI-6 AMENDMENT NO. 6 FOR ADDITIONAL DESIGN SUPPORT SERVICES FOR MAYFAIR PARK WATER CAPTURE PROJECT WITH TETRA TECH, INC. - Staff recommends City Council approve Amendment No. 6 to Tetra Tech's contract to provide additional design support services for Mayfair Park Water Capture Project in amount of \$93,775 and authorize Mayor to sign amendment in form approved by City Attorney.

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PUBLIC HEARINGS:

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2019-20

a. Presentation of Report by City Manager

b. Memorandum from City Attorney

c. RESOLUTION NO. 2019-14; AMENDING THE BIENNIAL BUDGET FOR FISCAL YEAR 2019-2020 AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2019 - Staff recommends City Council adopt proposed resolution.

d. RESOLUTION NO. 2019-15; DETERMINING THE TOTAL ANNUAL APPROPRIATION SUBJECT TO LIMITATION OF THE CITY OF LAKEWOOD FOR FISCAL YEAR 2019-2020 - Staff recommends City Council adopt proposed resolution.

e. RESOLUTION NO. 2019-16; AMENDING THE BIENNIAL BUDGET AND APPROPRIATING REVENUE FOR THE FISCAL YEAR 2019-2020 - Staff recommends City Council adopt proposed resolution.

1) RESOLUTIONS NO. 2019-17 AND NO. 2019-18; CERTIFYING TO CITY LIGHT AND POWER LAKEWOOD THAT BASIC FEE PAYMENTS HAVE BEEN INCLUDED IN THE BUDGET - Staff recommends City Council adopt proposed resolution.

2) RESOLUTION NO. 2019-19; RENEWING AN AGREEMENT FOR A COMMUNITY RECREATION PROGRAM WITH THE ABC UNIFIED SCHOOL DISTRICT - Staff recommends City Council adopt proposed resolution and approve agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for period of July 1, 2019, to June 30, 2020.

3) RESOLUTION NO. 2019-20; RENEWING AN AGREEMENT BETWEEN THE CITY AND COMMUNITY FAMILY GUIDANCE CENTER - Staff recommends City Council adopt proposed resolution and approve agreement with Community Family Guidance Center to provide counseling services to residents of Lakewood for period of July 1, 2019, to June 30, 2020.

4) RESOLUTION NO. 2019-21; RENEWING AN AGREEMENT BETWEEN THE CITY AND HUMAN SERVICES ASSOCIATION (HSA) - Staff recommends City Council adopt proposed resolution and approve agreement with Human Services Association to provide congregate and home delivered meals to residents of Lakewood for period of July 1, 2019, to June 30, 2020.

5) RESOLUTION NO. 2019-22; RENEWING AN AGREEMENT BETWEEN THE CITY AND LAKEWOOD MEALS ON WHEELS - Staff recommends City Council adopt proposed resolution and approve agreement with Lakewood Meals On Wheels to provide services to residents of Lakewood for period of July 1, 2019, to June 30, 2020.

6) RESOLUTION NO. 2019-23; RENEWING AN AGREEMENT BETWEEN THE CITY AND PATHWAYS VOLUNTEER HOSPICE - Staff recommends City Council adopt proposed resolution and approve agreement with Pathways Volunteer Hospice to provide services to residents of Lakewood for period of July 1, 2019, to June 30, 2020.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2019-20

- 7) AGREEMENT WITH LAKEWOOD MEALS ON WHEELS FOR USE OF BURNS COMMUNITY CENTER - Staff recommends City Council approve agreement with M.O.W. to conduct home delivery program at Burns Community Center for period of July 1, 2019, to June 30, 2024.

- 8) AGREEMENT FOR MEMORANDUM OF UNDERSTANDING WITH NESTLE WATERS - Staff recommends City Council approve agreement with Nestle Waters as a tool to expedite procurement of drinking water supply during disaster.

- 9) AGREEMENT FOR YOUTH TRANSPORTATION SERVICES WITH DURHAM SCHOOL SERVICES - Staff recommends City Council approve agreement with Durham School Services to contract services from carrier for three-year period of July 1, 2019, to June 30, 2022.

- 10) AGREEMENT FOR ADULT TRAVEL TRIP SERVICES WITH PACIFIC COACHWAYS CHARTER SERVICES - Staff recommends City Council approve agreement with Pacific Coachways to contract services from carrier for three-year period of July 1, 2019, to June 30, 2022.

- 11) AGREEMENT WITH ADVANCED GREEN SOLUTIONS FOR CARPET CLEANING AT THE CENTRE - Staff recommends City Council approve agreement with Advanced Green Solutions to continue upkeep of The Centre carpet for amount not to exceed \$11,738.56.

- 12) AGREEMENT FOR BACKFLOW PREVENTION DEVICE TESTING AND REPAIR SERVICES - Water Resources Committee and staff recommends City Council award contract to lowest responsible bidder, Greene Backflow of Santa Clarita for backflow prevention device testing and repair services in amount of \$25,000 for FY2020 and authorize Mayor to sign contract in form approved by City Attorney.

- 13) PURCHASE WATER PARTS AND SUPPLIES - Staff recommends City Council authorize purchase of waters parts and supplies from S&J Supply Co. of Santa Fe Springs for a total price of \$30,000 for FY2020.

- 14) AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT (PSA) - ENGINEERING SERVICES FOR MULTIPLE YEAR WATERMAIN REPLACEMENT PROJECTS FY2015 TO FY2019 - Staff recommends City Council approve first amendment to Professional Services Agreement with Tetra Tech to extend existing contract to June 30, 2020; carry forward remaining balance on Purchase Order #14002139 of \$48,595; and authorize Mayor to sign contract in form approved by City Attorney.

- 15) AGREEMENT FOR TELECOMMUNICATIONS SERVICES WITH ABILITA LA - Staff recommends City Council extend telecommunications services agreement with Abilita LA for period ending June 30, 2020, in amount not to exceed \$23,100 per year, and authorize Mayor to sign amendment in form approved by City Attorney

- 16) AGREEMENT FOR HVAC AND REFRIGERATION MAINTENANCE AND REPAIR SERVICES WITH AIRE RITE A/C AND REFRIGERATION INC. - Staff recommends City Council extend HVAC and refrigeration maintenance service agreement with Aire Rite A/C and Refrigeration for one-year period June 30, 2020, in amount not to exceed \$110,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2019-20

17) AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES WITH ASSOCIATED SOILS ENGINEERING, INC. - Staff recommends City Council extend engineering services agreement with Associated Soils Engineering for period ending June 30, 2020, in amount not to exceed budgeted amounts for geotechnical work, and authorize Mayor to sign amendment in form approved by City Attorney.

18) AGREEMENT FOR HARDSCAPE MAINTENANCE WITH CJ CONSTRUCTION - Staff recommends City Council extend hardscape maintenance agreement with CJ Construction for period ending June 30, 2020, in amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize Mayor to sign amendment in form approved by City Attorney.

19) AGREEMENT FOR ON-CALL ROOF WARRANTY INSPECTION AND CONSULTING SERVICES WITH D7 CONSULTING - Staff recommends City Council approve on-call consulting agreement with D7 Consulting for roof warranty and inspection services for one-year period ending June 30, 2020, in amount not to exceed \$55,000, authorize Mayor to sign agreement in form approved by City Attorney, authorize "Roof Evaluation Survey Proposal" dated May 13, 2019; and appropriate \$50,750 from General Fund assigned fund balance - Capital Replacement and Repair for work listed in proposal.

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

21) AGREEMENT WITH DEKRA-LITE FOR CENTRE DECOR - Staff recommends City Council extend agreement for installation, removal and storage of lighting and equipment from Dekra-Lite for a one-year period, in amount not to exceed \$42,000, and authorize Mayor to sign amendment in form approved by City Attorney.

22) AMENDMENT TO APPENDIX B FOR REFUSE COLLECTION WITH EDCO WASTE SERVICES - Staff recommends City Council approve the 2019 amendment to Appendix B with EDCO Waste Services and authorize Mayor to sign agreement in form approved by City Attorney.

23) AGREEMENT FOR ON-CALL ELECTRICAL ENGINEERING SERVICES WITH FBA ENGINEERING - Staff recommends City Council approve amendment to consulting agreement with FBA Engineering for electrical engineering services for FY2019-2020 in amount not to exceed \$64,000, and authorize Mayor to sign agreement in form approved by City Attorney; authorize "Survey of Existing Electrical Systems at Various Facilities" per proposal dated May 15, 2019; and appropriate \$44,000 from General Fund assigned fund balance - Capital Replacement and Repair for work listed in proposal dated May 15, 2019.

24) AGREEMENT FOR ELECTRICAL SUPPORT SERVICES WITH FINELINE ELECTRIC - Staff recommends City Council extend service provider agreement with Fineline Electric for electrical support services for FY 2019-2020, in amount not to exceed \$55,000, and authorize Mayor to sign amendment in form approved by City Attorney.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2019-20

25) AGREEMENT WITH G2 CONSTRUCTION, INC. TO PROVIDE PURCHASE AND INSTALLATION OF CATCH BASIN INSERTS - Staff recommends City Council amend storm water services agreement with G2 Construction for period ending June 30, 2020, and authorize Mayor to sign amendment in a form approved by City Attorney.

26) AMENDMENT TO AGREEMENT FOR STORM WATER SERVICES WITH JOHN L. HUNTER & ASSOCIATES - Staff recommends City Council amend storm water services agreement with John L. Hunter & Associates for period ending June 30, 2020, in amount not to exceed \$69,000 and authorize Mayor to sign amendment in a form approved by City Attorney.

27) AMENDMENT TO AGREEMENT FOR ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES WITH LIFTECH ELEVATOR SERVICES, INC. - Staff recommends City Council amend elevator services agreement with Liftech Elevator Services for period ending June 30, 2020, in amount not to exceed \$20,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

28) AMENDMENT TO AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. - Staff recommends City Council extend transportation planning and engineering services agreement with LSA for period ending June 30, 2020, in amount not to exceed budgeted amounts for transportation planning and authorize Mayor to sign amendment in a form approved by City Attorney.

29) AGREEMENT FOR ENGINEERING AND TRAFFIC SURVEY SERVICES WITH NEWPORT TRAFFIC STUDIES - Staff recommends City Council extend engineering and traffic survey services agreement with NTS for period ending June 30, 2020, in amount not to exceed budgeted amounts and authorize Mayor to sign amendment in a form approved by City Attorney.

30) AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES WITH NICHOLLS CONSULTING - Staff recommends City Council amend environmental services agreement with Nicholls Consulting for period ending June 30, 2020, and authorize Mayor to sign amendment in a form approved by City Attorney.

31) AGREEMENT FOR ON-CALL HAZARDOUS WASTE REMOVAL SERVICES WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. - Staff recommends City Council renew environmental services agreement with Ocean Blue Environmental Services for one-year period ending June 30, 2020, in amount not to exceed \$35,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

32) AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES WITH PCI STRIPING - Staff recommends City Council extend traffic striping maintenance services agreement with PCI for period ending June 30, 2020, in amount not to exceed budgeted amounts for pavement striping and authorize Mayor to sign amendment in a form approved by City Attorney.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2019-20

33) AGREEMENT FOR ON-CALL MECHANICAL AND PLUMBING ENGINEERING SERVICES WITH POCOCK DESIGN SOLUTIONS INC. - Staff recommends City Council approve amendment to consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2020, in amount not to exceed \$48,500, and authorize Mayor to sign amendment in form approved by City Attorney; authorize the "City Wide HVAC Evaluations" dated May 15, 2019; and appropriate \$28,500 from General Fund assigned fund balance - Capital Replacement and Repair for work listed in proposal dated May 15, 2019.

34) AGREEMENT FOR LANDSCAPE ARCHITECTURAL SUPPORT SERVICES WITH RICHARD FISHER ASSOCIATES - Staff recommends City Council approve amendment to consulting agreement with Richard Fisher Associates for Landscape Architectural Support Services for one-year period June 30, 2020, in amount not to exceed \$20,000, and authorize Mayor to sign amendment in form approved by City Attorney.

35) AGREEMENT FOR ON-CALL STRUCTURAL ENGINEERING SERVICES WITH ROBERT F. DANIELS STRUCTURAL ENGINEER - Staff recommends City Council approve amendment to consulting agreement with Robert F. Daniels Structural Engineer for structural engineering services for one-year period June 30, 2020, in amount not to exceed \$20,000, and authorize Mayor to sign amendment in form approved by City Attorney.

36) AGREEMENT FOR ENVIRONMENTAL SERVICES WITH S.C.S. CONSULTANTS - Staff recommends City Council amend environmental services agreement with S.C.S. Engineers for a period ending June 30, 2020, and authorize Mayor to sign amendment in a form approved by City Attorney.

37) AMENDMENT TO AGREEMENT FOR ANIMAL CONTROL SERVICES WITH SEAACA - Staff recommends City Council approve amendment with SEAACA for animal control services for period ending June 30, 2020, in amount not to exceed \$657,729 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

38) AGREEMENT FOR STREET BANNER MARKETING PROGRAM WITH SIERRA INSTALLATIONS, INC. - Staff recommends City Council extend agreement for street banner marketing program for installation, removal, cleaning and storage of City-owned banners with Sierra Installations in an amount not to exceed \$30,000 for a one-year period ending June 30, 2020, and authorize Mayor to sign renewal in form approved by City Attorney.

39) RENEWAL OF AGREEMENT FOR FIRE AND BURGLAR SECURITY SYSTEMS MONITORING AND MAINTENANCE SERVICES WITH STANLEY CONVERGENT SECURITY SOLUTIONS - Staff recommends City Council extend monitoring and maintenance agreement for fire and burglar security systems with Stanley Convergent Security Solutions, for one-year period June 30, 2020, in amount not to exceed \$150,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

40) AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES WITH WILLDAN - Staff recommends City Council approve amendment to agreement for engineering services with Willdan and authorize Mayor to sign revision in a form approved by City Attorney.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2019-20

41) AGREEMENT FOR DOCUMENT IMAGING SYSTEM MAINTENANCE AND SUPPORT - Staff recommends City Council authorize extension through June 30, 2020, of agreement with ECS Imaging, Inc. for maintenance and support of Laserfiche system in amount not to exceed \$10,667, and authorize Mayor to execute amendment to agreement subject to approval of City Attorney.

42) AGREEMENT WITH MACERICH LAKEWOOD LP FOR LAW ENFORCEMENT SERVICES AT LAKEWOOD CENTER MALL - Staff recommends City Council approve agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2019, through June 30, 2020, and authorize Mayor to sign agreement as approved by City Attorney.

43) RESOLUTION NO. 2019-24; APPROVING MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF LAKEWOOD, EFFECTIVE JULY 1, 2019- Staff recommends City Council adopt proposed resolution.

44) LEGAL SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve legal services agreement with Telecom Law Firm, PC for period ending June 30, 2020, and authorize Mayor to sign agreement in form approved by City Attorney.

45) CONSULTANT SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve consultant services agreement with Telecom Law Firm, PC for period ending June 30, 2020, and authorize Mayor to sign agreement in form approved by City Attorney.

46) AGREEMENT WITH PUN GROUP LLC FOR AUDIT SERVICES - Staff recommends City Council approve Pun Group as City's independent auditor for Fiscal Year 2019-20 and award contract for \$41,258.

47) AGREEMENT WITH TYLER TECHNOLOGIES FOR MUNIS ACCOUNTING SOFTWARE LICENSES AND SUPPORT - Staff recommends City Council approve agreement with Tyler Technologies in amount of \$164,785 for accounting software licensing and support.

48) AMENDMENT OF AGREEMENT WITH FAIR HOUSING CONSULTING SERVICES - Staff recommends City Council approve renewal of contract and amended scope of services with Sharron Hillery for fair housing consulting services through June 30, 2020, and authorize the contract amount not to exceed \$38,695.

49) REIMBURSEMENT AGREEMENT 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 both Fixed route bus services and Dial-A-Lift services.

50) EXTENSION OF AGREEMENT FOR PROVISION OF CITY ATTORNEY SERVICES - Staff recommends City Council approve extension of agreement.

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PUBLIC HEARINGS: - Continued

- 1.2 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN FISCAL YEAR 2019-2020 -
Staff recommends City Council conduct a public hearing and approve FY2019-2020 Action Plan, and authorize City Manager to direct staff to submit to HUD the approved Action Plan along with required CDBG certifications, no later than June 14, 2019.

ORAL COMMUNICATIONS:

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6

Agency Designated Representative: City Manager, Office of the City Attorney and Liebert Cassidy Whitmore, Director of Administrative Services, Assistant to the City Manager, Human Resources Manager, Personnel Technician

Employee Organization: Lakewood City Employees' Association

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

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Budget Study Session

The City of Lakewood has a long tradition of strong fiscal oversight and prudent budget management, and we take to heart that maintaining our local quality of life and keeping our local property values high requires Lakewood to have the funding to keep our streets well-maintained and maintain our quality parks, recreation programs, and the safe and clean public spaces and neighborhoods that keep our community a desirable place to live, do business and raise a family.

Historically, the City has been able to preserve structural surpluses in our operations budget that have allowed the City to maintain its infrastructure such as streets, sidewalks, trees and facilities. In years past, the City Manager's budget message focused on the consistent growth of our revenue base, our outstanding service levels and programs designed to enhance the lives of our residents. Suffice to say, we have been fortunate in Lakewood (due to our prudent management) and even fared well during difficult periods. In recent years, this has been increasingly difficult to achieve as revenues have flattened, state takeaways have increased and operational costs have risen.

Unfortunately, like so many other municipalities, the City of Lakewood has entered an era of constrained resources, increasing costs to do business and ever growing threats to our local control of fiscal resources due to mandates and takings from the State and County governments. Despite making great strides in containing and reducing expenditures that are under the City's control, our overall growth in expenses has outpaced the sluggish growth in our revenues. As a result, the City is facing a difficult budget outlook. We are projecting a "break even" Revised FY 2019-20 Budget (meaning revenues are anticipated to match expenditures), however we were only able to do so after significant cuts to operations and maintenance.

The conditions that make up the structural deficit began to manifest a few years ago. In the last eight years alone, the state government in Sacramento and the federal government in Washington, D.C. have taken over \$30 million in funding and local tax revenue away from Lakewood, and the State continues to take at least another \$2 million each year. Additionally, the City's Comprehensive Annual Financial Report

(CAFR) has shown deficits in the last three years, largely due to stagnant sales tax growth (our largest General Fund revenue source) being outpaced by the need to address the City's infrastructure improvements and the ever-increasing costs in areas that are not in the City's control, including in the realm of increasing contract public safety costs. It is not easy to deliver the message that our ability to maintain the level of service that we have historically provided the community is not sustainable; however, our responsibility as stewards of public resources requires that we clearly state the problem and identify what we can do about it.

Given the above-referenced structural issues, staff began last year's two-year budget development process with direction to preserve programs and services. Despite those endeavors, due to the increased cost of doing business, initial budget projections would have resulted in a General Fund deficit in excess of \$2 million. As a result, the City Manager provided direction for all City departments to seek budget reductions with the following goals in mind:

- Maintain core services and programs for Lakewood residents;
- Avoid lay-offs / Maintain a hiring freeze where feasible;
- Defer replacement of capital equipment where safe and appropriate;
- Postpone General Fund capital projects to future years when possible; and,
- Search for alternate funding sources wherever possible in the form of grants and outside agencies, to offset expenditures in the General Fund.

With significant effort exercised, staff identified over \$2 million in savings, project deferrals and expenditure shifts, thus eliminating the projected General Fund deficit for FY 2018-19 and FY 2019-20. This year, again, despite last year's balancing efforts the initial revision to the FY 2019-20 Budget revealed a new \$1.2 million shortfall in the General Fund.

Using the same methodology employed last year, we recommend \$1.3 million in savings and expenditure shifts needed to bridge the shortfall and eliminate the projected General Fund deficit for FY 2019-20. They are as follows:

- | | |
|---|------------|
| • Shift Stormwater Projects to new County funding (Measure W) | \$ 389,000 |
| • Removal of General Plan Update | \$ 200,000 |
| • Utilize Housing Funds to reimburse City staff | \$ 200,000 |
| • Shift ADA infrastructure loan debt service to CIP Fund | \$ 163,000 |
| • Shift SCE Energy Efficiency loan debt service to CIP Fund | \$ 171,000 |
| • Reduce Law Enforcement services | \$ 100,000 |
| • Reduce Recreation and Community Services part-time Staff | \$ 99,974 |
| • Reduce Recreation and Community Services utilities | \$ 40,000 |
| • Reduce Meetings and Supplies | \$ 14,500 |

City staff recognize that any further reductions will require cuts in essential programs and services. This means that the conditions driving the structural deficit are still existent and will need to be addressed in the near future. This will allow the City Council and staff the time to develop more strategic long-term, sustainable solutions to resolving the structural deficit.

The longer-term solutions should be multi-pronged, including alternative business practices or service delivery models, internal service fund evaluations, strategic revenue growth and development, and the need to continue to recruit and retain a skilled local workforce. There are no simple solutions. Rather, a combination of actions during the next few years will enable the City to eliminate the structural budget gap in a manner with the least impact to our residents and businesses. This will require, however, the support and involvement of all community stakeholders. That work began last year with the creation of a Budget Advisory Group comprising members of key stakeholder groups, representing city residents, businesses, non-profit groups and employees. The group met four times between November of 2018 and February of 2019 and formed a consensus around the magnitude of our fiscal challenge and the definition of core programs and services that define and distinguish Lakewood – broadly construed as “The Lakewood Way.” A City Council study session was held in February that summarized the work of the Budget Advisory Group. At that time, the City Council directed staff to broaden its outreach to the community at large and to further study possible strategies for rectifying the structural deficit. The budget modifications presented in this revised budget were developed as part of that outreach, but do not represent a solution to the structural deficit. The structural deficit still exists and its underlying causes remain. It is staff’s intention to continue its outreach to the community into the next fiscal year.

As stated above, through judicious cuts and short-term prioritizing, General Fund operating revenues and expenditures (total appropriations without capital improvement construction costs) are in a “break even” position in the FY 2019-20 Revised Budget.

The City would like to continue efforts to save and improve infrastructure such as streets, sidewalks, trees and community facilities. Many of our Lakewood facilities, such as community centers and park buildings, are over 60 years old and in desperate need of repairs, with leaking roofs, aging electrical systems, and deteriorating park bathrooms, and are not accessible to the disabled. If we do not do something to repair these facilities now, they will just get worse, pose a greater safety hazard, and cost more to fix in the future. Historically, the City has practiced a “save-then-spend” capital financing strategy rather than issuing debt, however the continued growth in operational expenditures without a commensurate growth in revenues has greatly eroded savings previously realized at the end of each fiscal year and subsequently allocated toward the

funding of future capital improvement projects. In the past, the General Fund unassigned fund balance on hand for capital improvements has had the capacity to fund new projects. This has been in addition to committed reserve funds allocated to specific projects to be constructed. Not surprisingly, the funding capacity going forward is greatly limited. While the City Council Capital Improvement Projects (CIP) Committee has begun work on developing a comprehensive plan that will identify future high-priority projects, much of the activity in the near future is likely to be limited to less-discretionary grant-funded projects.

The General Fund, over which the City Council has discretionary authority, is extremely important in the provision of essential City services. A rainy-day reserve of 20 percent for economic uncertainty is set by policy and allows us to weather crises that the City might face in the coming years, though it too may be threatened if the underlying structural deficit issues facing the city are not addressed in the future.

Following is a more detailed review of the budget specifics:

FY 2019-20 Revised Budget:

As previously mentioned, we anticipate that FY 2019-20 General Fund expenditures/uses will equal revenues/sources.

While the City’s overall expenditure budget is in the \$70 million range, the General Fund is the largest and most discretionary component of the budget. Therefore, it is helpful to examine it in greater detail.

Following is a summary of the FY 2019-20 General Fund Revised Budget activity:

	Revised <u>FY 2019-20</u>
Sources:	
General Revenues	\$47,066,208
Sub-Fund Revenues	518,000
Transfers In:	
Gas Tax / Water	3,813,061
Housing	200,000
<u>Other</u>	723,000
<u>Funds</u>	
Total Sources	52,320,269

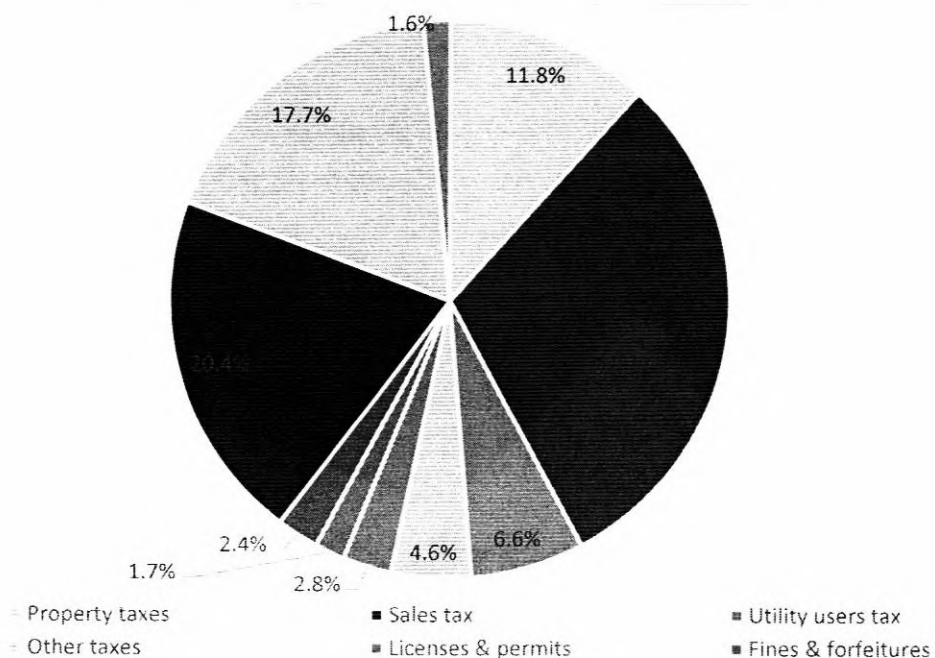
Uses:		
Departmental Expenditures		\$49,487,727
Transfer Out:		
Centre / Cable / Retiree		2,841,542
<u>Benefits</u>		
Total Uses		52,320,269
Projected Surplus /		\$ 0
Deficit		\$ 0

Revenues / Sources

During FY 2019-20 we are expecting City General Fund revenues to total \$47.1 million. This is largely staying flat, only about \$43,000 more than the prior year estimate and almost \$569,000 less than anticipated in the adopted budget. Despite modest increases in some revenues, other revenue sources slipped to prior year levels.

Following is a revenue chart graphically showing the anticipated revenues relative to other General Fund Revenues:

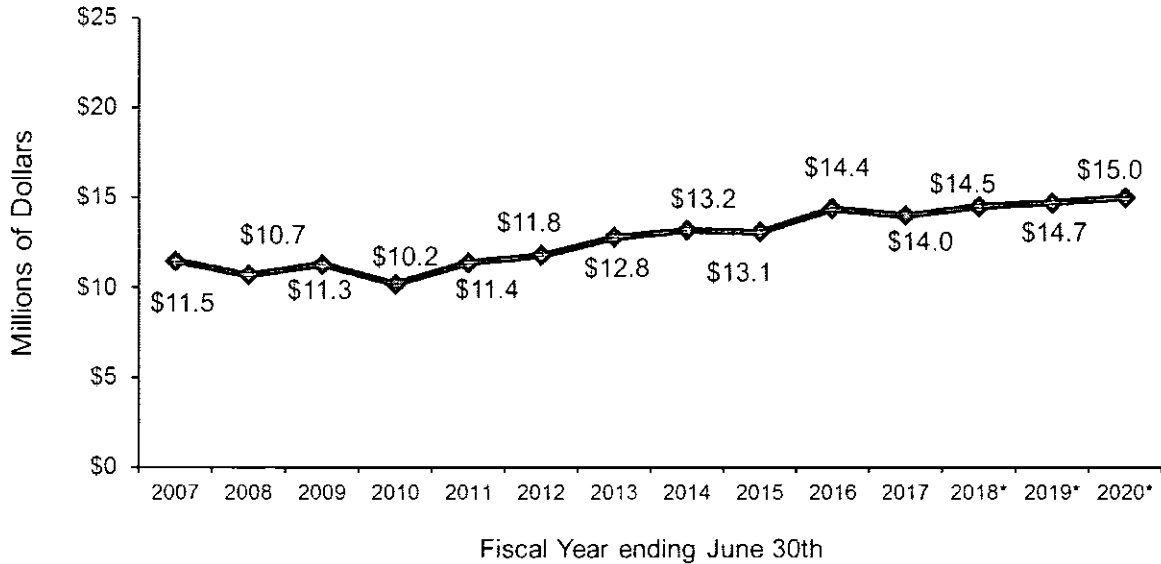
FY 2019-20 General Fund Revenues: \$47.1 Million



Sales Tax Revenue – Like many municipalities throughout the State, Sales Tax Revenue is the largest General Fund revenue source for the City of Lakewood. While modest gains were anticipated, they were not realized. In the FY 2019-20 Sales Tax revenues are expected to be \$665,400 less than originally estimated. Below is a chart with historical information going back to FY 2006-07:

Sales Tax Revenue History

FY 2006-07 through FY 2019-20



*Estimate

Note: Amounts through June 30, 2016 include the State-enacted Sales Tax “Triple Flip” Revenue Backfill

Property Tax in Lieu of Vehicle License Fees - The City’s share of this State-administered swap for motor vehicle license fees continues to be one of the few revenue sources rising at a modest pace of about 4% per year. We anticipate receiving \$9.5 million during FY 2019-20.

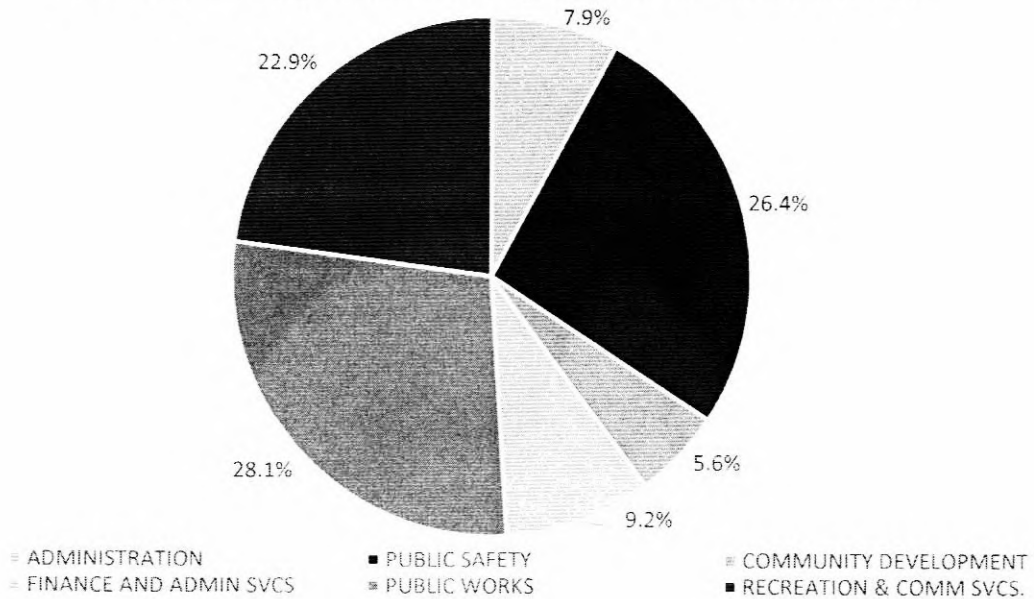
Property Tax – The Proposed Budget includes approximately \$5.5 million in Property Tax Revenues for FY 2019-20. They represent increases of about \$180,000 or 3.8% from the prior year. While the City of Lakewood receives a relatively small amount of revenue as a “low property tax” municipality, it is still one of the largest revenue sources available to the city.

Expenditures / Uses

General Fund expenditures and fund transfers are expected to total approximately \$52.3 million in FY 2019-20, or about \$1.2 million more than the current year. This is due to a number of increases, higher CalPERS pension contribution rates (\$216K), Los Angeles County Sheriff’s Department policing contract (\$678K), an increase in the refuse disposal contract (\$414K), and holding a municipal election (\$152K).

Departmental expenditures are estimated at \$49.5 million in FY 2019-20. The three largest department expenditure components (based on gross expenditures) are Public Works, Public Safety, and Recreation & Community Services. Following are department expenditure charts for the upcoming year graphically showing the relative expenditure component for each department:

FY 2019-20 Departmental Expenditures - \$50.1 Million



WATER UTILITY FUND

For the FY 2018-19 Revised Budget, it is anticipated that there will be a \$506,234 surplus at year’s end. While we anticipate revenues to remain strong, projected expenditures also are keeping pace.

Revised

	<u>FY 2019-20</u>
Sources:	\$
<u>Revenues</u>	<u>14,392,575</u>
Total Sources	14,392,575
Uses:	\$
Departmental Expenditures	12,090,637
Transfers Out –	
<u>General Fund</u>	<u>1,795,704</u>
Total Uses	13,886,341
	\$
Projected Surplus	<u>506,234</u>

Revenues

During FY 2019-20 we are expecting Water Utility revenues to total approximately \$14.4 million, or about 1.3% lower than the original estimate. This is largely due to a change in the structure of water sales to the City of Long Beach.

Expenditures / Uses

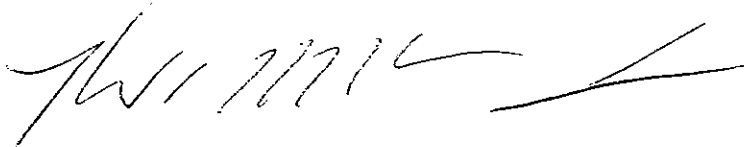
Water Utility expenditures and fund transfers are expected to total almost \$13.9 million in FY 2019-20. This is due to a number of increases, including the management of the regional watershed/stormwater capture project, increases in the replenishment assessment charged by the Water Replenishment District, and higher CalPERS pension contribution rates. We anticipate performing a broad review of the long-term budget outlook in the near future.

BUDGET CONCLUSION

Producing the FY 2018-19 & 2019-20 Proposed Budget was the most difficult in recent history. These proposed revisions are done in an environment of continued fiscal challenge and rather bleak fiscal outlook, in no small part due to State and National funding takeaways, in increasing costs at the County level, all of which are out of our ability to control. Department directors and, indeed, all staff in our organization are proud of the services they provide to the public. It is especially difficult and painful to make cuts to programs in which they have invested portions of their professional careers to developing and perfecting. I am proud of the professionalism in which the organization dealt with these difficult decisions and the strong emphasis on maintaining an enduring commitment to serving the public at the highest quality that our resources allow. Our primary challenge moving forward will be our ability to maintain those services.

I especially want to thank the City Council for its hard work and invaluable input to the process, as well as the members of the City's budget development team, comprising the Department directors, their senior support staff, and, of course, the indefatigable efforts of the Administrative Services staff who acted as liaisons to the various departments. Their advice and input was critical in the development of this financial plan and they did the heavy lifting in the preparation of the actual document.

In closing, this budget is fiscally prudent, but still leaves much work ahead to deal with the ongoing structural deficit. Achieving a structurally balanced budget in the years to come will require tough decisions so that the City lives within its means in a sustainable way. These choices will require us to identify and focus on essential services and strategies for keeping the cost of doing the City's business down through cost controls, improved service delivery methods and strategic investments in technology and employee training and development. That being said, with the City Council's continued leadership and sound fiscal stewardship, as well as the continued support of the community, I am confident that we will enter this new budget cycle ready to meet the challenges that lie ahead.

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

Thaddeus McCormack
City Manager

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Minutes

Lakewood City Council

Adjourned Regular Meeting held May 28, 2019

MEETING WAS CALLED TO ORDER at 6:34 p.m. by Mayor Rogers in the Pan American Room at the Civic Center, 5050 Clark Avenue, Lakewood, California.

ROLL CALL: PRESENT: Mayor Todd Rogers
Vice Mayor Jeff Wood
Council Member Steve Croft
Council Member Diane DuBois
Council Member Ron Piazza

CLOSED SESSION:

At 6:34 p.m., Mayor Rogers announced that the City Council would recess to a closed session.

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6
Agency Designated Representative: City Manager, Office of the City Attorney and Liebert Cassidy Whitmore, Director of Administrative Services, Assistant to the City Manager, Human Resources Manager, Personnel Technician
Employee Organization: Lakewood City Employees' Association

At 7:22 p.m., the City Council reconvened and Steve Skolnik, for the City Attorney, advised that there was no action to announce.

ADJOURNMENT

There being no further business to be brought before the City Council, Mayor Rogers adjourned the meeting at 7:22 p.m.

Respectfully submitted,

Jo Mayberry, CMC
City Clerk

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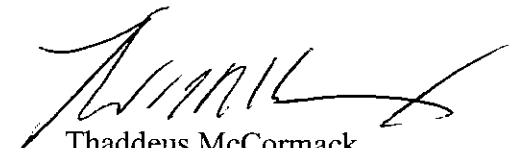
COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
None			
B. Changes			
None			
C. Separations			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
Noah Borin	Aquatics Specialist I	B	05/28/2019
Natalie Macias	Community Services Leader II	B	05/19/2019
B. Changes			
Rodney Williams	Maintenance Services Aide III Maintenance Services Aide IV	B to B	04/21/2019
Angela Younger	Recreation Leader II Community Services Specialist	A to B	06/02/2019
C. Separations			
None			



Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 5/30/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 92918 through 93019. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,488,904.12
1020	CABLE TV	1,255.15
1050	COMMUNITY FACILITY	239.70
1336	STATE COPS GRANT	29,567.50
1622	LA CNTY MEASURE M	246.19
3001	CAPITAL IMPROV PROJECT FUND	6,349.80
3070	PROPOSITION "C"	507.23
5010	GRAPHICS AND COPY CENTER	147.21
5020	CENTRAL STORES	1,376.13
5030	FLEET MAINTENANCE	3,605.80
7500	WATER UTILITY FUND	190,739.27
8030	TRUST DEPOSIT	1,193.70
		1,724,131.80

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
92918	05/30/2019	51209	AGUINAGA GREEN INC	1,199.03	0.00	1,199.03
92919	05/30/2019	58000	AMERICAN TRUCK & TOOL RENTAL INC	143.67	0.00	143.67
92920	05/30/2019	57770	B & H FOTO & ELECTRONICS CORP	7.48	0.00	7.48
92921	05/30/2019	443	B&M LAWN AND GARDEN INC	17.46	0.00	17.46
92922	05/30/2019	4878	B.R. BREWER SIGN & GRAPHICS	4,583.75	0.00	4,583.75
92923	05/30/2019	48108	BERG. APRIL	1,569.50	0.00	1,569.50
92924	05/30/2019	4800	BISHOP COMPANY	145.25	0.00	145.25
92925	05/30/2019	62737	BOYES. GOBIND	117.00	0.00	117.00
92926	05/30/2019	1935	BREA. CITY OF	34,048.00	0.00	34,048.00
92927	05/30/2019	43135	CERRITOS. CITY OF	31,609.76	0.00	31,609.76
92928	05/30/2019	45894	CINTAS CORPORATION	65.82	0.00	65.82
92929	05/30/2019	4654	BRAGG INVESTMENT COMPANY. INC.	73.74	0.00	73.74
92930	05/30/2019	5008	COLOR CARD ADMINISTRATOR CORP.	75.08	0.00	75.08
92931	05/30/2019	4876	CREATE A PARTY INC.	4,259.00	0.00	4,259.00
92932	05/30/2019	4498	DELTA DENTAL INSURANCE COMPANY	1,185.92	0.00	1,185.92
92933	05/30/2019	56889	DELTA DENTAL OF CALIFORNIA	8,626.71	0.00	8,626.71
92934	05/30/2019	39267	DOG DEALERS INC	637.00	0.00	637.00
92935	05/30/2019	3199	EDCO WASTE SERVICES LLC	404,828.17	0.00	404,828.17
92936	05/30/2019	5030	FATHOM WATER MANAGEMENT INC.	140,528.81	0.00	140,528.81
92937	05/30/2019	52316	FEDERAL EXPRESS CORP	27.00	0.00	27.00
92938	05/30/2019	13030	ACCO BRANDS USA LLC	147.21	0.00	147.21
92939	05/30/2019	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
92940	05/30/2019	35477	HARA M LAWNMOWER CENTER	2,029.04	0.00	2,029.04
92941	05/30/2019	65593	HASS. BARBARA	208.00	0.00	208.00
92942	05/30/2019	49554	HAWK. TRUDY (FAHTIEM)	63.70	0.00	63.70
92943	05/30/2019	42031	HOMÉ DEPOT	1,694.48	0.00	1,694.48
92944	05/30/2019	4622	JHM SUPPLY INC	212.28	0.00	212.28
92945	05/30/2019	59873	JJS PALOMO'S STEEL INC	904.05	0.00	904.05
92946	05/30/2019	4180	JONES RICHARD D. A PROF LAW CORP	9,012.00	0.00	9,012.00
92947	05/30/2019	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
92948	05/30/2019	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.67	0.00	2,416.67
92949	05/30/2019	18550	LAKEWOOD. CITY OF	150.00	0.00	150.00
92950	05/30/2019	18400	LAKEWOOD. CITY WATER DEPT	23,912.22	0.00	23,912.22
92951	05/30/2019	43017	LARSEN. DEBRA	153.19	0.00	153.19
92952	05/30/2019	52357	LESLIE'S POOLMART INC	2,964.48	0.00	2,964.48
92953	05/30/2019	20300	LONG BEACH CITY GAS & WATER DEPT	399.88	0.00	399.88
92954	05/30/2019	21600	LOS ANGELES CO SHERIFFS DEPT	911,648.25	0.00	911,648.25
92955	05/30/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	9,910.98	0.00	9,910.98
92956	05/30/2019	1340	M & M LIFTS INC	51.55	0.00	51.55
92957	05/30/2019	58414	MANAGED HEALTH NETWORK	351.12	0.00	351.12
92958	05/30/2019	62080	MARKLEY. ELIZABETH	178.75	0.00	178.75
92959	05/30/2019	4190	NATIONAL UNION FIRE INSURANCE CO	582.83	0.00	582.83
92960	05/30/2019	4443	O'REILLY AUTOMOTIVE STORES INC	424.68	10.99	413.69
92961	05/30/2019	47554	OFFICE DEPOT BUSINESS SVCS	461.53	0.00	461.53

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
92962	05/30/2019	1615	PFM ASSET MANAGEMENT LLC	2,989.44	0.00	2,989.44
92963	05/30/2019	4494	PIERSON, JEREMY L.	72.00	0.00	72.00
92964	05/30/2019	4760	PUN GROUP, THE LLP	17,500.00	0.00	17,500.00
92965	05/30/2019	44701	RAPP, LISA	141.52	0.00	141.52
92966	05/30/2019	5045	SAN JUAN, CLYDE J	195.00	0.00	195.00
92967	05/30/2019	5197	SIGNAL HILL AUTO ENTERPRISES INC.	181.66	0.00	181.66
92968	05/30/2019	5230	SITEONE LANDSCAPE SUPPLY, LLC	2,803.47	0.00	2,803.47
92969	05/30/2019	29100	SNAP-ON INDUSTRIAL	2,084.27	0.00	2,084.27
92970	05/30/2019	29400	SOUTHERN CALIFORNIA EDISON CO	5,777.14	0.00	5,777.14
92971	05/30/2019	37930	STANDARD INSURANCE CO UNIT 22	2,524.40	0.00	2,524.40
92972	05/30/2019	37930	STANDARD INSURANCE CO UNIT 22	8,672.80	0.00	8,672.80
92973	05/30/2019	60792	STEPHENS, ERIC	187.20	0.00	187.20
92974	05/30/2019	55947	STOVER SEED COMPANY	3,252.16	0.00	3,252.16
92975	05/30/2019	2223	TAMANG ELECTRIC, INC	5,130.00	0.00	5,130.00
92976	05/30/2019	38679	WESTERN EXTERMINATOR COMPANY	470.91	0.00	470.91
92977	05/30/2019	4830	TELECOM LAW FIRM PC	325.00	0.00	325.00
92978	05/30/2019	4364	THE RINKS-LAKEWOOD ICE	29.25	0.00	29.25
92979	05/30/2019	4873	TRANSAMERICA LIFE INSURANCE COMPANY	2,181.35	0.00	2,181.35
92980	05/30/2019	5124	TW ASSOCIATES	333.08	0.00	333.08
92981	05/30/2019	1437	U S BANK NATIONAL ASSOCIATION	31,312.93	0.00	31,312.93
92982	05/30/2019	31800	U S POSTMASTER	2,000.00	0.00	2,000.00
92983	05/30/2019	1568	ULINE	479.78	0.00	479.78
92984	05/30/2019	62788	VAN EECKHOUTTE SHAWN	50.00	0.00	50.00
92985	05/30/2019	4907	VARSITY BRANDS HOLDING CO INC	96.09	0.00	96.09
92986	05/30/2019	57135	VISION SERVICE PLAN	4,670.69	0.00	4,670.69
92987	05/30/2019	3943	WATERLINE TECHNOLOGIES INC	2,372.30	0.00	2,372.30
92988	05/30/2019	35146	WILLDAN ASSOCIATES	203.00	0.00	203.00
92989	05/30/2019	3837	WORTHINGTON FORD	275.00	0.00	275.00
92990	05/30/2019	3699	AMERICAN ARRAY SOLAR INC	9.10	0.00	9.10
92991	05/30/2019	3699	ANTONIO, DONALD	180.00	0.00	180.00
92992	05/30/2019	3699	BOOCHEE, TYUANA	250.00	0.00	250.00
92993	05/30/2019	3699	CALIMOUIM, JOYCE	250.00	0.00	250.00
92994	05/30/2019	3699	COMPLETE SOLAR SOLUTION	20.70	0.00	20.70
92995	05/30/2019	3699	CRISOSTOMO, CHRIS	1,092.48	0.00	1,092.48
92996	05/30/2019	3699	ECONOMICO CONSTRUCTION	27.30	0.00	27.30
92997	05/30/2019	3699	ENERGY ENTERPRISES USA INC	6.50	0.00	6.50
92998	05/30/2019	3699	ENOVATIVE CONSTRUCTION LLC	639.80	0.00	639.80
92999	05/30/2019	3699	HEINMILLER, DOLORES	250.00	0.00	250.00
93000	05/30/2019	3699	HEREDIA, LESLY K	250.00	0.00	250.00
93001	05/30/2019	3699	LA SOLAR GROUP INC	12.70	0.00	12.70
93002	05/30/2019	3699	LEDEZMA, CELESTE	11.00	0.00	11.00
93003	05/30/2019	3699	LIFETIME SOLUTIONS INC	17.28	0.00	17.28
93004	05/30/2019	3699	MAYFAIR HIGH SCHOOL	250.00	0.00	250.00
93005	05/30/2019	3699	PARHAM, CAROLYN	250.00	0.00	250.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93006	05/30/2019	3699	PEAK POWER SOLUTION	10.40	0.00	10.40
93007	05/30/2019	3699	PETERSEN DEAN INC	66.40	0.00	66.40
93008	05/30/2019	3699	PETERSEN DEAN INC	17.50	0.00	17.50
93009	05/30/2019	3699	PRECIS DEVELOPMENT INC	7.60	0.00	7.60
93010	05/30/2019	3699	PROMISE ENERGY	243.85	0.00	243.85
93011	05/30/2019	3699	RENEW SOLAR CONSTRUCTION INC	3.60	0.00	3.60
93012	05/30/2019	3699	RODRIGUEZ. ALAN	281.40	0.00	281.40
93013	05/30/2019	3699	SEARCY. PATTI	250.00	0.00	250.00
93014	05/30/2019	3699	SEMPER SOLARIS CONSTRUCTION	8.70	0.00	8.70
93015	05/30/2019	3699	SUNERGY CONSTRUCTION INC	1.00	0.00	1.00
93016	05/30/2019	3699	SUNPOWER CORP SYSTEMS	20.10	0.00	20.10
93017	05/30/2019	3699	URBAN ENERGY SOLAR INC	3.90	0.00	3.90
93018	05/30/2019	3699	VILLANUEVA. BIANCA	250.00	0.00	250.00
93019	05/30/2019	3699	YONKO. AMANDA	250.00	0.00	250.00
Totals:				<u>1,724,142.79</u>	<u>10.99</u>	<u>1,724,131.80</u>

**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER MAY**

ACH date	Amount	Recipient	Purpose	Period
5/8/19	95,162.27	IRS via F&M	Fed taxes	Apr 7-20, 2019
5/8/19	99,295.05	CalPERS	PERS Health	May 2019
5/9/19	94,982.98	IRS via F&M	Fed taxes	Apr 21-May 4, 2019
5/9/19	6,634.50	Southland C/U	employee savings account	Apr 21-May 4, 2019
5/9/19	4,888.50	F&A Fed C/U	employee savings account	Apr 21-May 4, 2019
5/10/19	26,143.19	EDD	State taxes	Apr 21-May 4, 2019
5/10/19	2,111.45	MidAmerica	ARS aka APPLE	Apr 21-May 4, 2019
5/10/19	12,751.94	VOYA	VOYA 401(a)	Apr 21-May 4, 2019
5/10/19	3,425.00	PARS via U.S. Bank	excess stackable plan	Apr 21-May 4, 2019
5/10/19	5,424.56	PARS via U.S. Bank	stackable plan	Apr 21-May 4, 2019
5/10/19	22,435.59	VOYA	VOYA 457 & ROTH	Apr 21-May 4, 2019
5/17/19	84,611.00	CalPERS	PERS contribution	Apr 21-May 4, 2019
5/23/19	59,059.21	City Light & Power	monthly maint fee	May-19
5/23/19	95,904.01	IRS via F&M	Fed taxes	May 5-18, 2019
5/23/19	6,634.50	Southland C/U	employee savings account	May 5-18, 2019
5/23/19	4,888.50	F&A Fed C/U	employee savings account	May 5-18, 2019
5/24/19	26,155.37	EDD	State taxes	May 5-18, 2019
5/24/19	2,847.47	MidAmerica	ARS aka APPLE	May 5-18, 2019
5/24/19	9,899.74	VOYA	VOYA 401(a)	May 5-18, 2019
5/24/19	8,831.76	PARS via U.S. Bank	stackable plan	May 5-18, 2019
5/24/19	22,260.59	VOYA	VOYA 457 & ROTH	May 5-18, 2019
5/28/19	87,467.12	CalPERS	PERS contribution	May 5-18, 2019
5/31/19	99,891.24	CalPERS	PERS Health	June 2019

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 6/6/2019**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 93020 through 93099. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	86,812.04
1020	CABLE TV	10.27
1050	COMMUNITY FACILITY	55,372.70
1622	LA CNTY MEASURE M	48.11
3001	CAPITAL IMPROV PROJECT FUND	376.39
5010	GRAPHICS AND COPY CENTER	30.80
5020	CENTRAL STORES	1,813.95
5030	FLEET MAINTENANCE	4,936.72
6020	GEOGRAPHIC INFORMATION SYSTEM	111.09
7500	WATER UTILITY FUND	4,917.33
8020	LOCAL REHAB LOAN	379.00
8030	TRUST DEPOSIT	100.00
		154,908.40

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93020	06/06/2019	51209	AGUINAGA GREEN INC	1,199.03	0.00	1,199.03
93021	06/06/2019	58000	AMERICAN TRUCK & TOOL RENTAL INC	154.45	0.00	154.45
93022	06/06/2019	4465	ATALLA. IBRAHIM	406.25	0.00	406.25
93023	06/06/2019	443	B&M LAWN AND GARDEN INC	109.52	0.00	109.52
93024	06/06/2019	4278	BEAR COMMUNICATIONS INC	450.00	0.00	450.00
93025	06/06/2019	62737	BOYES. GOBIND	97.50	0.00	97.50
93026	06/06/2019	1025	C A C E O	390.00	0.00	390.00
93027	06/06/2019	315	CALIF PUBLIC PARKING ASSOCIATION	375.00	0.00	375.00
93028	06/06/2019	53983	CALIF STATE FRANCHISE TAX BOARD	250.00	0.00	250.00
93029	06/06/2019	6600	CALIFORNIA STATE DEPT OF JUSTICE	6,044.00	0.00	6,044.00
93030	06/06/2019	45894	CINTAS CORPORATION	75.15	0.00	75.15
93031	06/06/2019	51000	GRISWOLD INDUSTRIES	688.51	0.00	688.51
93032	06/06/2019	60195	CR TRANSFER INC	3,539.05	0.00	3,539.05
93033	06/06/2019	42699	CROFT. STEVE	147.32	0.00	147.32
93034	06/06/2019	5200	DAHLIN GROUP. INC.	3,150.00	0.00	3,150.00
93035	06/06/2019	4680	DIAZ. ISABELLE	215.00	0.00	215.00
93036	06/06/2019	5229	DUNRITE PEST CONTROL INC.	1,200.00	0.00	1,200.00
93037	06/06/2019	4435	ELLIOTT AUTO SUPPLY COMPANY INC	105.58	0.00	105.58
93038	06/06/2019	3610	FLEMING ENVIRONMENTAL INC	55,290.00	0.00	55,290.00
93039	06/06/2019	5182	FRED ALLEN ENTERPRISES. INC.	758.29	0.00	758.29
93040	06/06/2019	5005	GIEMONT. GREGORY S.	261.00	0.00	261.00
93041	06/06/2019	64215	GOLD COAST AWARDS INC	245.06	0.00	245.06
93042	06/06/2019	33150	GRAINGER W W INC	1,261.05	0.00	1,261.05
93043	06/06/2019	61769	GRAUTEN. EVELYN R	468.00	0.00	468.00
93044	06/06/2019	35477	HARA M LAWNMOWER CENTER	163.16	0.00	163.16
93045	06/06/2019	42031	HOME DEPOT	857.19	0.00	857.19
93046	06/06/2019	5216	ICG. INC.	4,550.00	0.00	4,550.00
93047	06/06/2019	4622	JHM SUPPLY INC	891.90	0.00	891.90
93048	06/06/2019	2956	KICK IT UP KIDZ. LLC	156.00	0.00	156.00
93049	06/06/2019	4458	KIM. YVONNE	708.20	0.00	708.20
93050	06/06/2019	4939	LAKEWOOD AOUATIC SPORTS CLUB	962.00	0.00	962.00
93051	06/06/2019	18400	LAKEWOOD. CITY WATER DEPT	3,044.46	0.00	3,044.46
93052	06/06/2019	4783	LANDCARE HOLDINGS INC	7,184.28	0.00	7,184.28
93053	06/06/2019	59144	LONG BEACH CITY	1,965.69	0.00	1,965.69
93054	06/06/2019	36844	LA COUNTY DEPT OF PUBLIC WORKS	8,635.29	0.00	8,635.29
93055	06/06/2019	4443	O'REILLY AUTOMOTIVE STORES INC	717.06	13.61	703.45
93056	06/06/2019	63708	DY-JO CORPORATION	740.00	0.00	740.00
93057	06/06/2019	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
93058	06/06/2019	66116	PETERSEN. LOUISE	300.30	0.00	300.30
93059	06/06/2019	5199	PETTY CASH/ANDREW CAMACHO	1,540.63	0.00	1,540.63
93060	06/06/2019	15600	LONG BEACH PUBLISHING CO	924.55	0.00	924.55
93061	06/06/2019	39640	RAYVERN LIGHTING SUPPLY CO INC	601.26	0.00	601.26
93062	06/06/2019	4459	READWRITE EDUCATIONAL SOLUTIONS INC	1,231.75	0.00	1,231.75
93063	06/06/2019	63364	REEVES NORM HONDA	21.68	0.00	21.68

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
93064	06/06/2019	41691	SAFETY-KLEEN CORP	978.25	0.00	978.25
93065	06/06/2019	360	SATELLITE PHONE STORE	937.02	0.00	937.02
93066	06/06/2019	3933	SCHAD. CHARLES JR	87.56	0.00	87.56
93067	06/06/2019	5227	SHELLITO. MICHAEL	4,880.50	0.00	4,880.50
93068	06/06/2019	62286	J R SIMPLOT COMPANY	1,067.40	0.00	1,067.40
93069	06/06/2019	52279	SMART & FINAL INC	128.30	0.00	128.30
93070	06/06/2019	29400	SOUTHERN CALIFORNIA EDISON CO	23,404.15	0.00	23,404.15
93071	06/06/2019	4581	STEIN. ANDREW T	638.84	0.00	638.84
93072	06/06/2019	60792	STEPHENS. ERIC	228.80	0.00	228.80
93073	06/06/2019	2995	STRICTLY BACKFLOW INC	45.00	0.00	45.00
93074	06/06/2019	4893	TENG. WHEA-FUN	144.40	0.00	144.40
93075	06/06/2019	4364	THE RINKS-LAKEWOOD ICE	58.50	0.00	58.50
93076	06/06/2019	1676	U S TELEPACIFIC CORP	573.81	0.00	573.81
93077	06/06/2019	60685	TURF STAR	716.58	0.00	716.58
93078	06/06/2019	66245	TYLER TECHNOLOGIES MUNIS DIVISION	595.56	0.00	595.56
93079	06/06/2019	35089	UNDERGROUND SERVICE ALERT	179.95	0.00	179.95
93080	06/06/2019	4718	UNITED WATER WORKS INC	224.69	0.00	224.69
93081	06/06/2019	5254	US DEPARTMENT OF EDUCATION AWG	348.76	0.00	348.76
93082	06/06/2019	64652	CELLCO PARTNERSHIP	249.11	0.00	249.11
93083	06/06/2019	3943	WATERLINE TECHNOLOGIES INC	1,850.29	0.00	1,850.29
93084	06/06/2019	17640	WAXIE ENTERPRISES INC	1,813.95	0.00	1,813.95
93085	06/06/2019	1939	WAYNE HARMEIER INC	147.83	0.00	147.83
93086	06/06/2019	5143	WHITNEY. LAUREAL MONIOUE	117.00	0.00	117.00
93087	06/06/2019	3837	WORTHINGTON FORD	716.96	0.00	716.96
93088	06/06/2019	3699	AYALA-HUTCHISON. LIDIA	160.00	0.00	160.00
93089	06/06/2019	3699	DAMP. LOUISE	4.00	0.00	4.00
93090	06/06/2019	3699	ESPINOZA. VIRGINIA	250.00	0.00	250.00
93091	06/06/2019	3699	GREEN. SHYENNA	250.00	0.00	250.00
93092	06/06/2019	3699	HOLMES. OUENTIN	100.00	0.00	100.00
93093	06/06/2019	3699	LEY. HULBI	250.00	0.00	250.00
93094	06/06/2019	3699	MATOS. ISRAEL	250.00	0.00	250.00
93095	06/06/2019	3699	MCMILLIAN. MURRIEL	250.00	0.00	250.00
93096	06/06/2019	3699	NORODOM. SEYHAR	250.00	0.00	250.00
93097	06/06/2019	3699	STERLING. DINA	250.00	0.00	250.00
93098	06/06/2019	3699	THOMAS. STEPHANIE	250.00	0.00	250.00
93099	06/06/2019	3699	WESTERN HEATING. AIR CONDITIONING & PLUMB	379.00	0.00	379.00
Totals:				<u>154,922.01</u>	<u>13.61</u>	<u>154,908.40</u>

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TO: The Honorable Mayor and City Council

SUBJECT: Applications for Street Closure (Block Party)

INTRODUCTION

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

STATEMENT OF FACT

The City Clerk's Office was contacted by residents with requests to hold block parties on Thursday, July 4, 2019. A copy of the resolution outlining the rules and regulations pertaining to the temporary closure of local City streets was given to each of them, together with the form for obtaining signatures of all residents within the area to be closed (maps attached). The responsible applicants, areas and times of closure are as follows:

- Dana Trujillo, 4702-4831 Adenmoor Avenue, 10 a.m. to 10 p.m.;
- Teresa Manriquez, 2414-2524 Allred Street, 1 p.m. to 10 p.m.;
- Danielle Coffman, 4907-5059 Barlin Avenue, 10 a.m. to 10 p.m.;
- Holly Fall, 5426-5537 Bonfair Avenue, 10 a.m. to 10 p.m.;
- Celia Milla, 4702-4832 Briercrest Avenue, 10 a.m. to 10 p.m.;
- Michael and Ann Rorwick, 3602-3738 Candor Street, including adjacent 5503 Coke Avenue, 10 a.m. to 10 p.m.;
- Alan Mangan, 4702-4853 Canehill Avenue, 10 a.m. to 10 p.m.;
- Kelly Eckholdt, 5702-5756 Capetown Street, 10 a.m. to 10 p.m.;
- Kerrie Whetstone, 4126-4242 Chatwin Avenue, including adjacent 5535-5547 Ravia Street, 10 a.m. to 10 p.m.;
- Javier Aguilar, 4702-4849 Coldbrook Avenue, 10 a.m. to 10 p.m.;

- Marcela MacLean, 6401-6433 Glorywhite Street, including adjacent 6400-6424 Nixon Street, 10 a.m. to 10 p.m.;
- Patti Mabbott, 2402-2633 Hardwick Street, 10 a.m. to 10 p.m.;
- Ronald Birge, 5302-5413 Hersholt Avenue, 10 a.m. to 10 p.m.;
- Jennifer Smith, 4502-4657 Josie Avenue, 10 a.m. to 10 p.m.;
- Carol Vasquez, 4706-4729 Ladoga Avenue, including 6604 & 6558 Turnergrove, 10 a.m. to 10 p.m.;
- Alayna Cosores, 4502-4563 Lomina Avenue, 10 a.m. to 10 p.m.;
- Patricia Duran, 5102-5255 Minturn Avenue, 10 a.m. to 10 p.m.;
- Terri Panter, 4102-4218 Monogram Avenue, 12 p.m. to 10 p.m.;
- Rosalind Wilson, 5502-5544 Pearce Avenue, 10 a.m. to 10 p.m.;
- David Aroz, 4253-4297 Petaluma Avenue, including adjacent 6756 Harvey Way, 10 a.m. to 10 p.m.;
- Dan McLemore, 4712-4843 Pimenta Avenue, 10 a.m. to 8 p.m.;
- Jason Fronke, 7069-7080 Schroll Street, including adjacent 4100-4124 Stevely Avenue and 7068 McManus Street, 10 a.m. to 10 p.m.;
- Caitlin and Branden Bidwell, 4702-4828 Snowden Avenue, 12 p.m. to 10 p.m.;
- Laura Ceballos, 4602-4672 Vangold Avenue, 10 a.m. to 10 p.m.;
- Emanuel Harris, 6002-6243 Village Road, 10 a.m. to 7 p.m.; and
- Tracey Mayson, 6712-6750 Yearling Street, including adjacent 6625 & 6705 Eberle Street, 10 a.m. to 10 p.m.

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

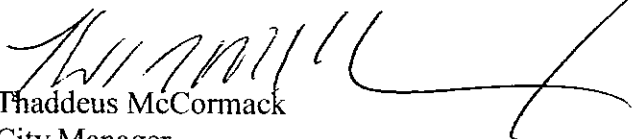
Should the Council approve the requests for temporary street closures, the Public Works Department will arrange for the placement and removal of the barricades for the event. Notification of said closures will be provided to the Sheriff's Station and the appropriate Fire Station.

SUMMARY

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

RECOMMENDATION

Staff recommends that permits be issued to the responsible applicants authorizing temporary closure at the requested locations on Thursday, July 4, 2019.


Thaddeus McCormack
City Manager

BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4702-4831 ADENMOOR AVENUE



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

6 BARRICADES
8 DELINEATORS

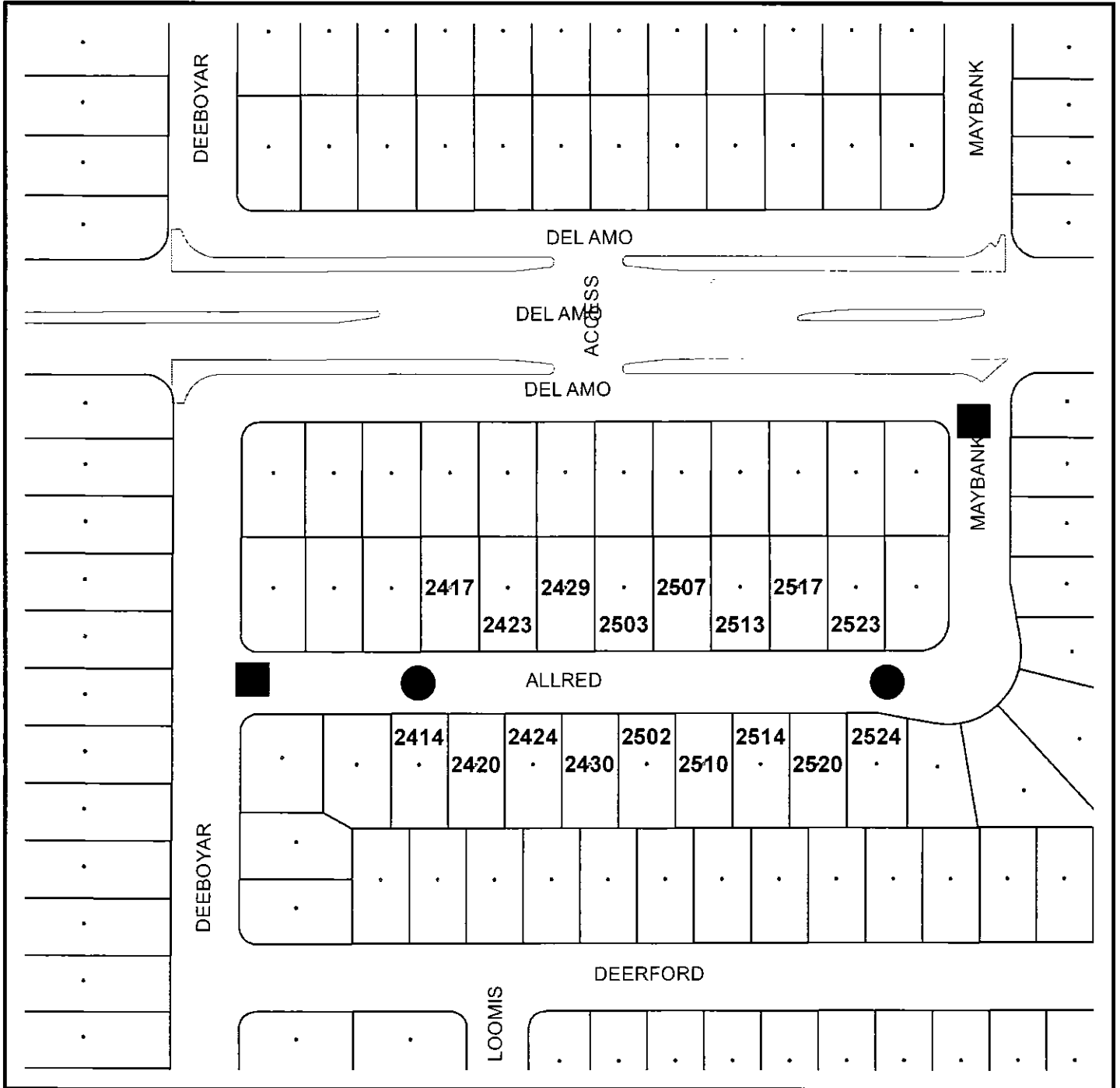


BLOCK PARTY

JULY 4, 2019

1 P.M. - 10 P.M.

2414-2524 ALLRED STREET



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

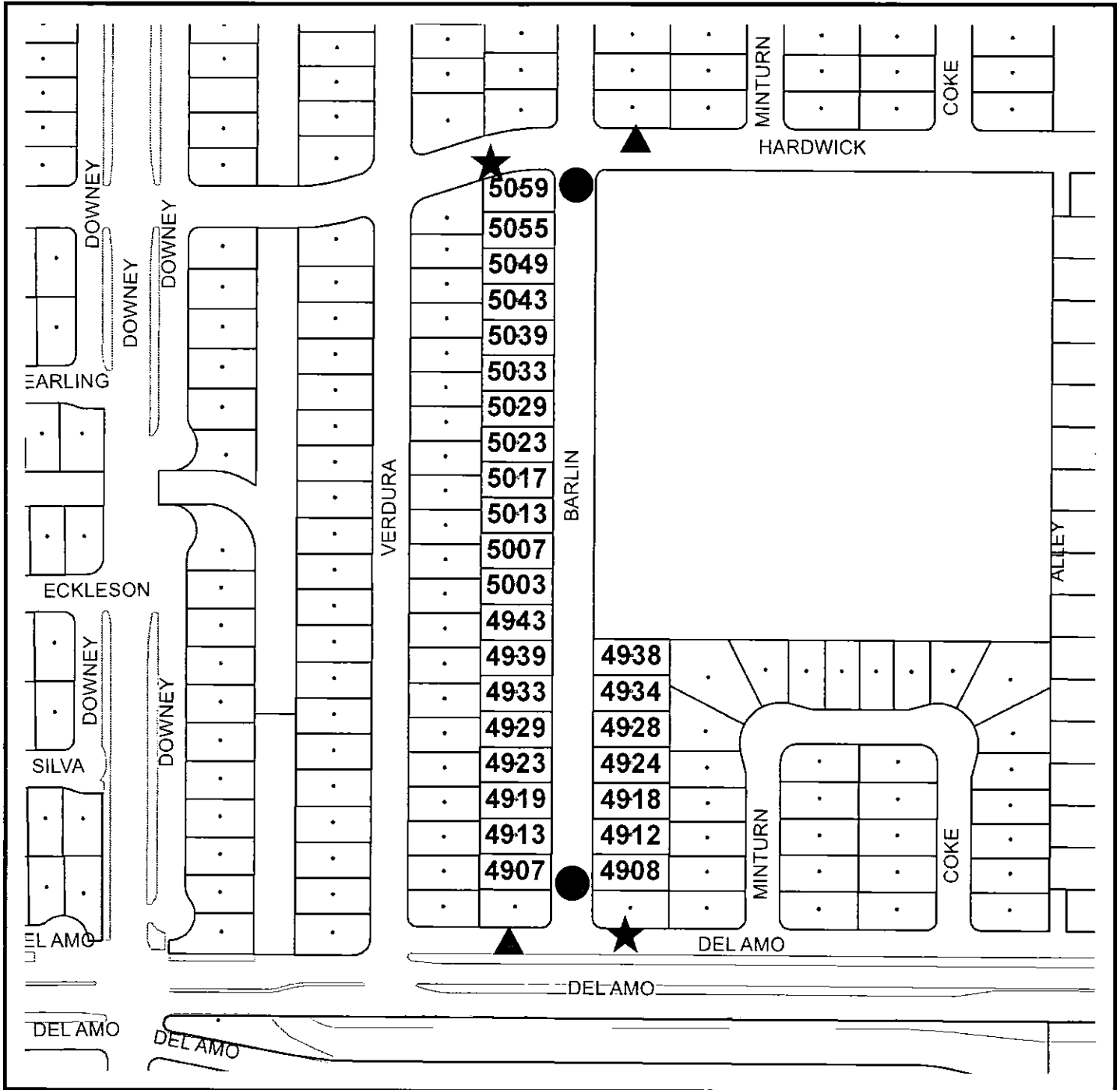


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4907-5059 BARLIN STREET



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

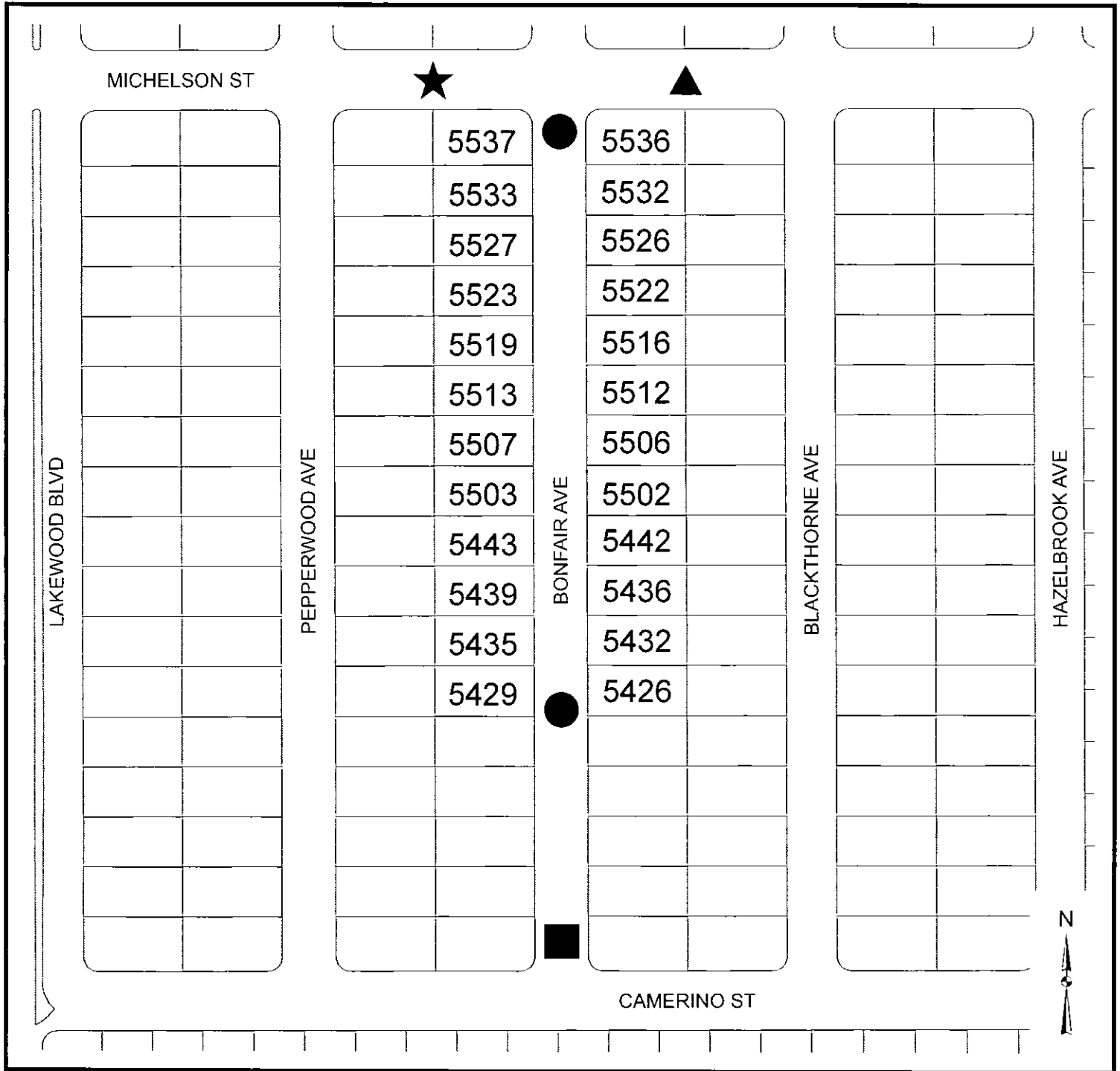


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

5426 - 5537 BONFAIR AVENUE



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

6 BARRICADES

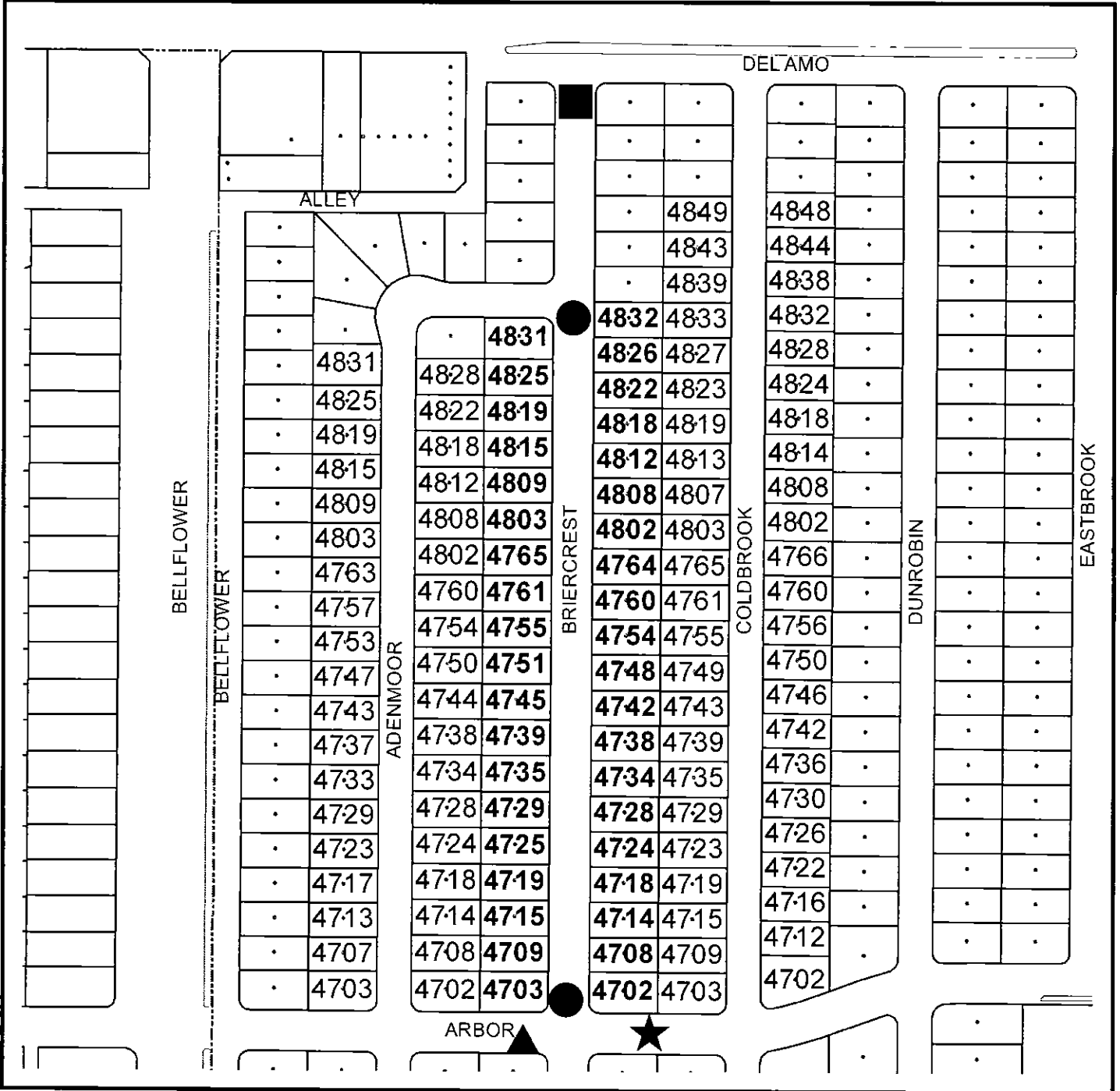
7 DELINEATORS

BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4702-4832 BRIERCREST AVENUE



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



BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

3602-3738 CANDOR ST & 5503 COKE AVE



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

6 BARRICADES

8 DELINEATORS

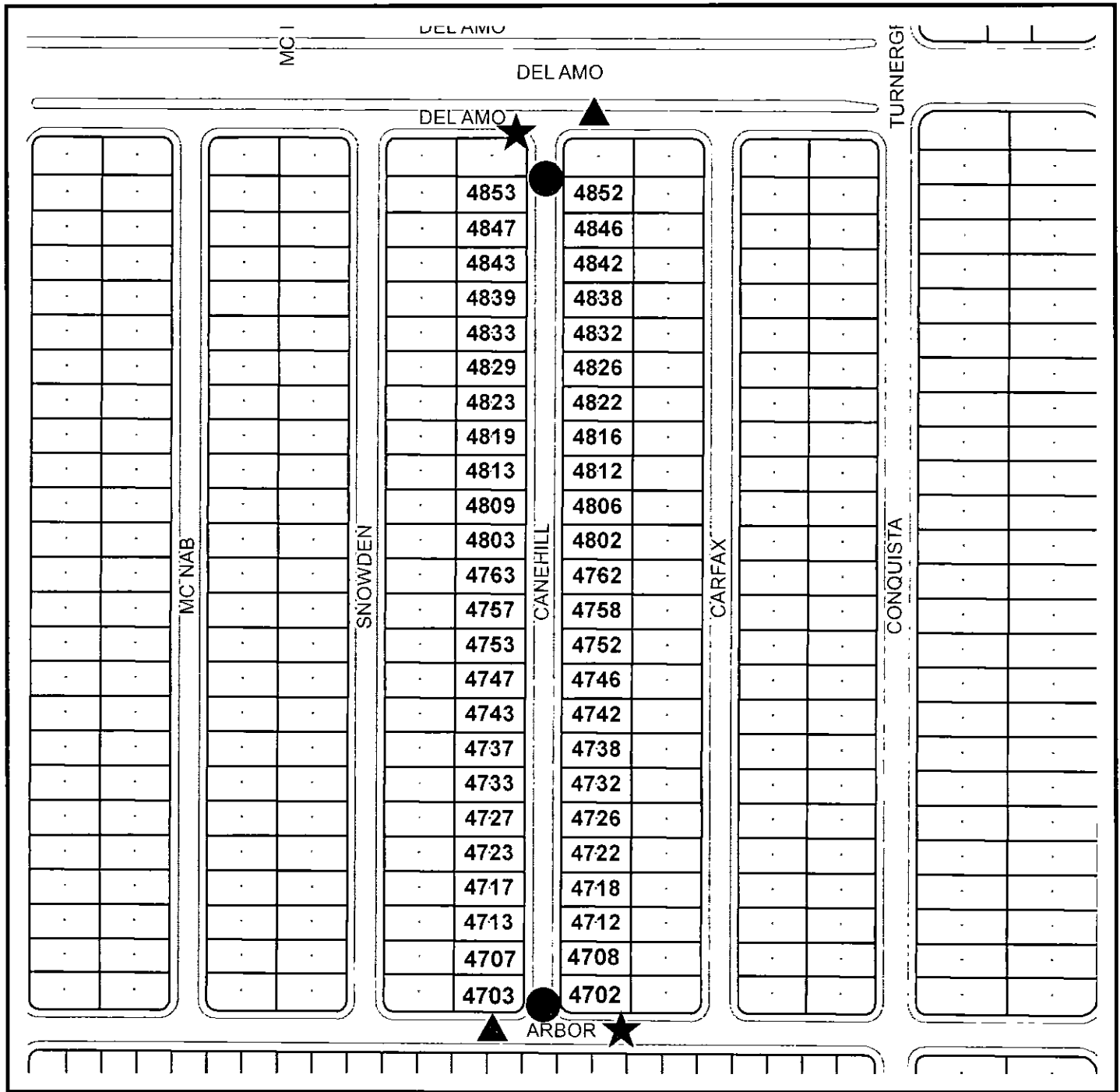


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4702-4853 CANEHILL AVENUE



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

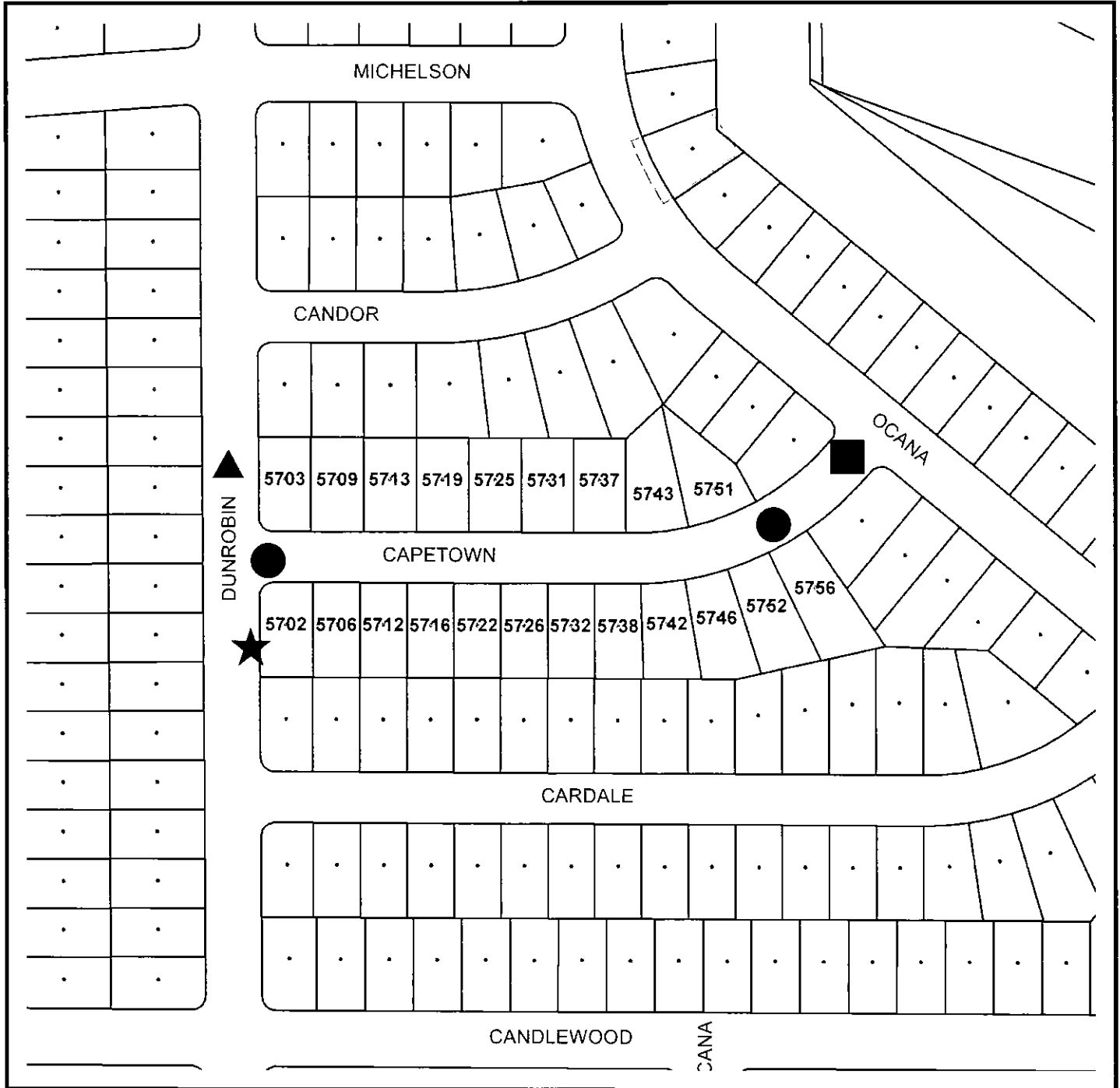


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

5702-5756 CAPETOWN STREET



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

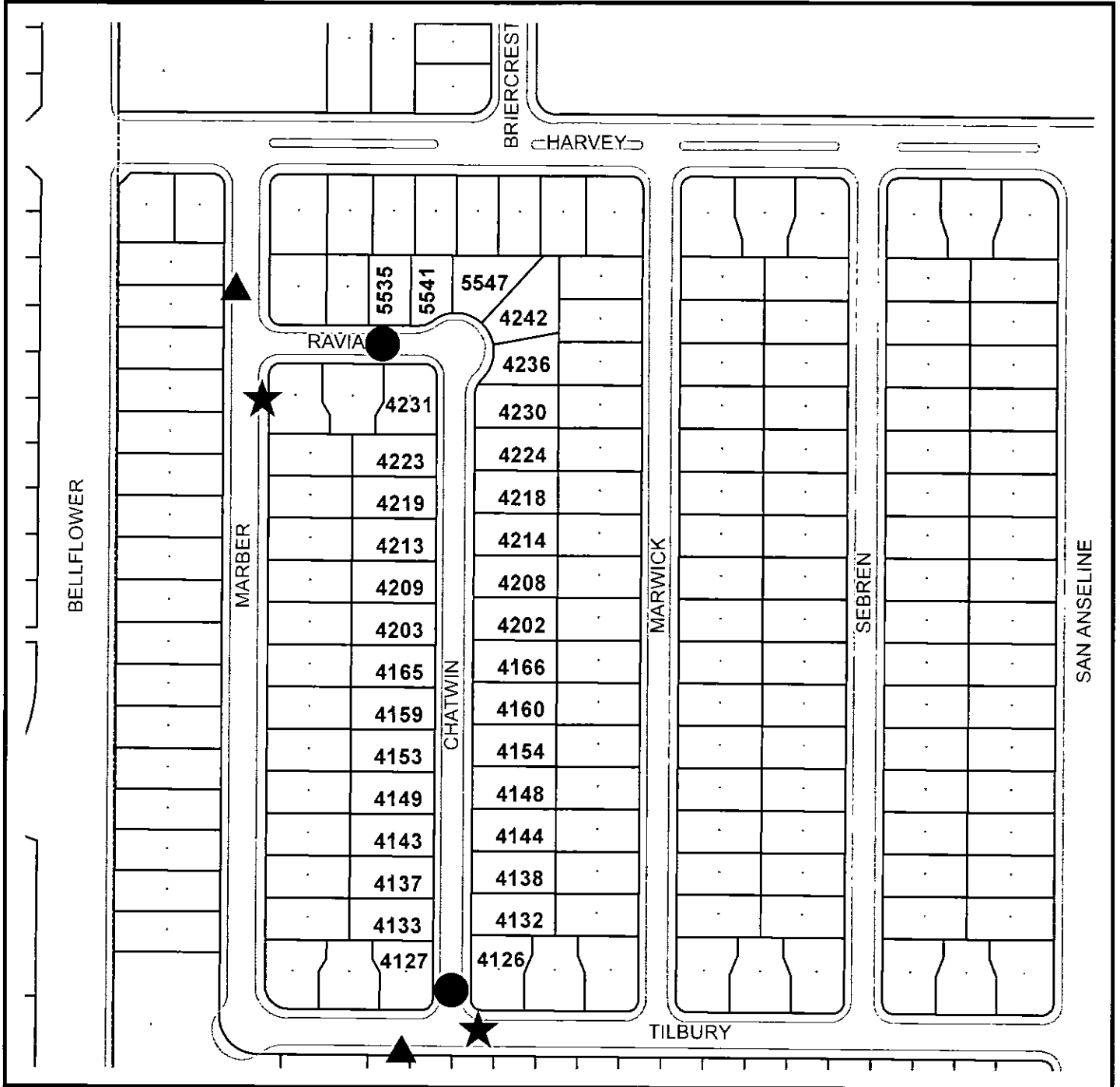


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4126-4242 CHATWIN AVE & 5535-5547 RAVIA ST



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

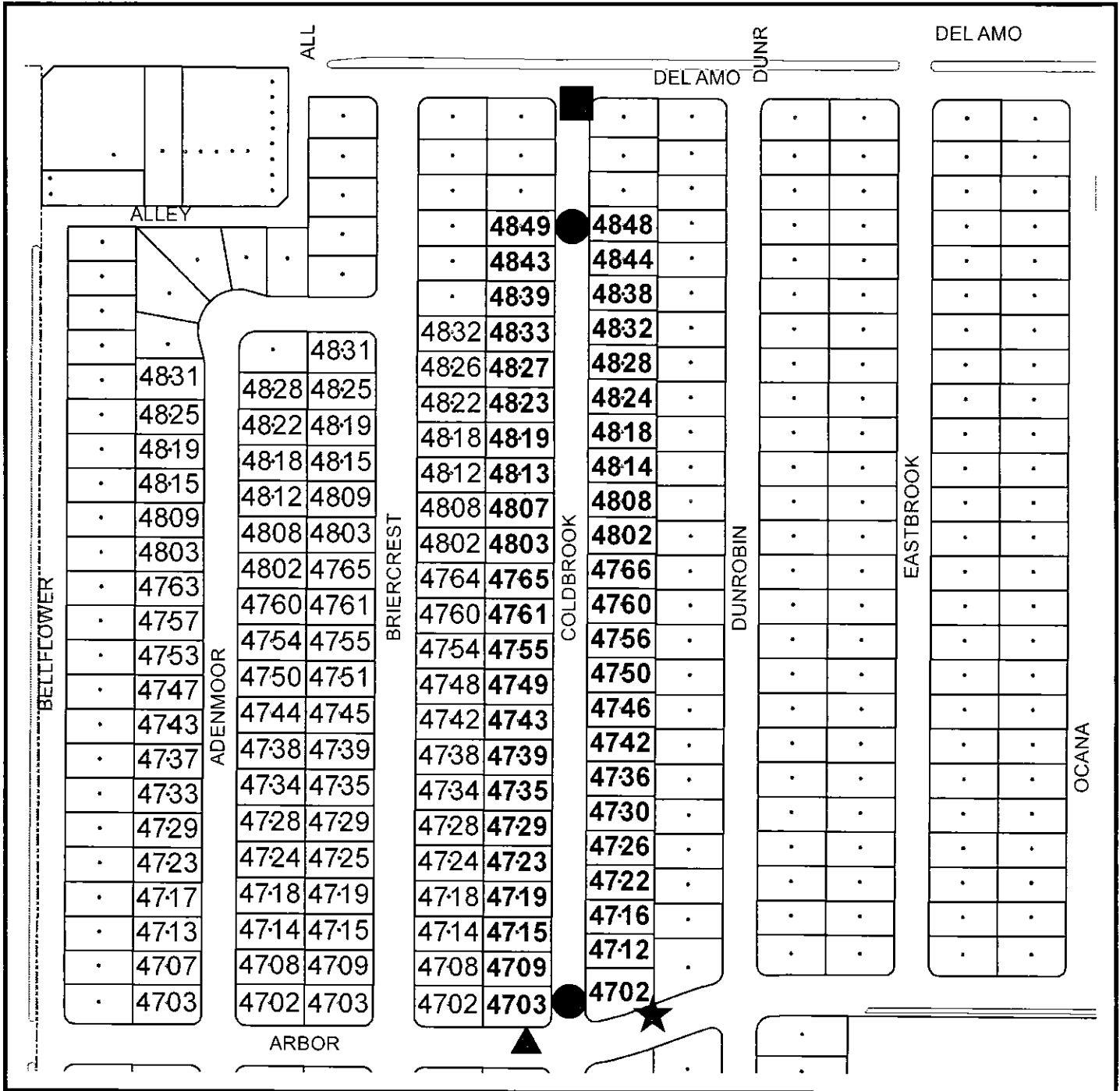


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4702-4849 COLDBROOK AVENUE

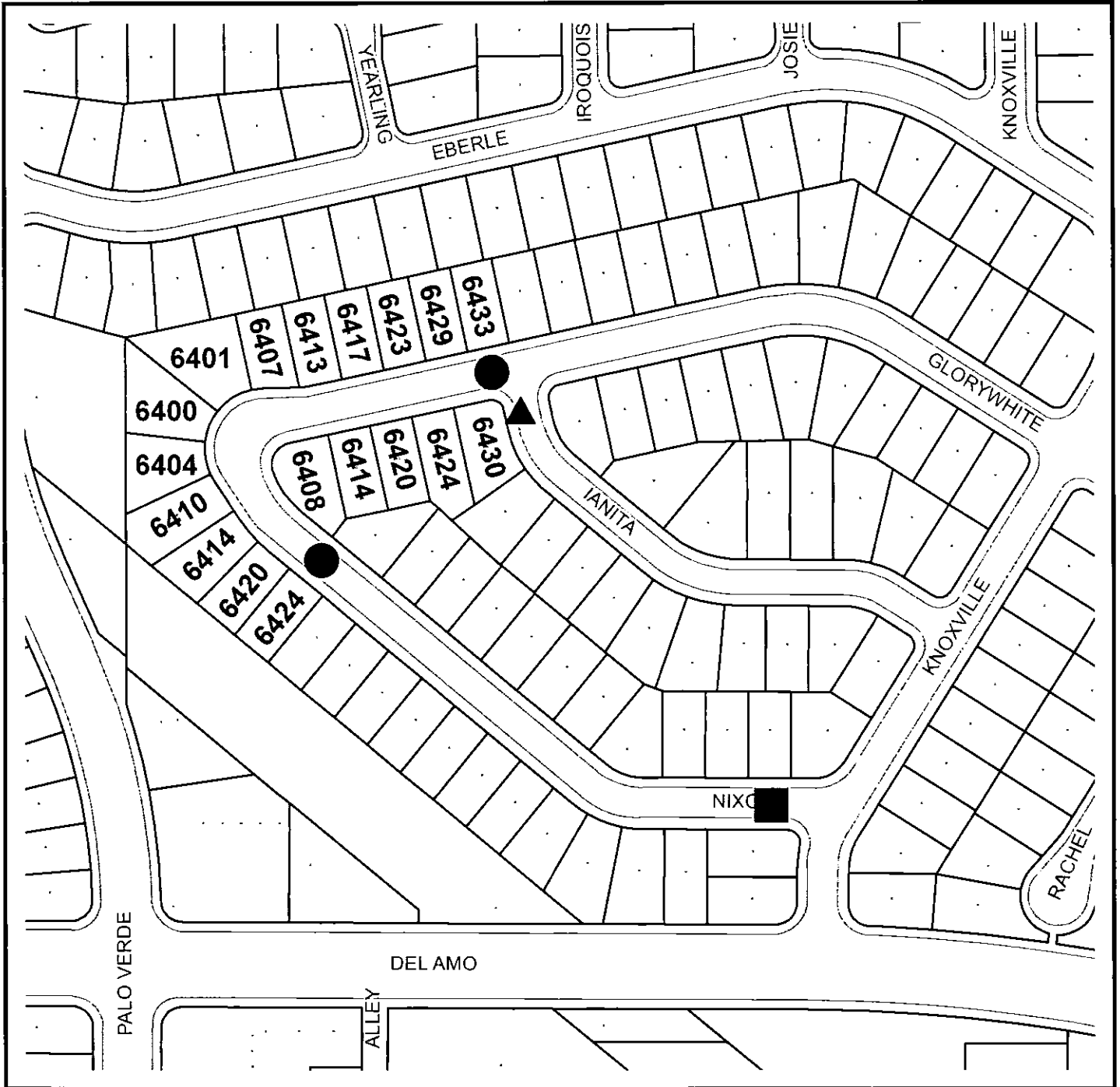


- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGNS
 - 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGN
 - ★ 1 "NO RIGHT TURN" SIGN
 - ▲ 1 "NO LEFT TURN" SIGN
- 6 BARRICADES
8 DELINEATORS



**BLOCK PARTY
JULY 4, 2019
10 A.M. - 10 P.M.**

6401-6433 GLORYWHITE ST & 6400-6424 NIXON ST



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



**BLOCK PARTY
JULY 4, 2019
10 A.M. - 10 P.M.
2402 - 2633 HARDWICK STREET**



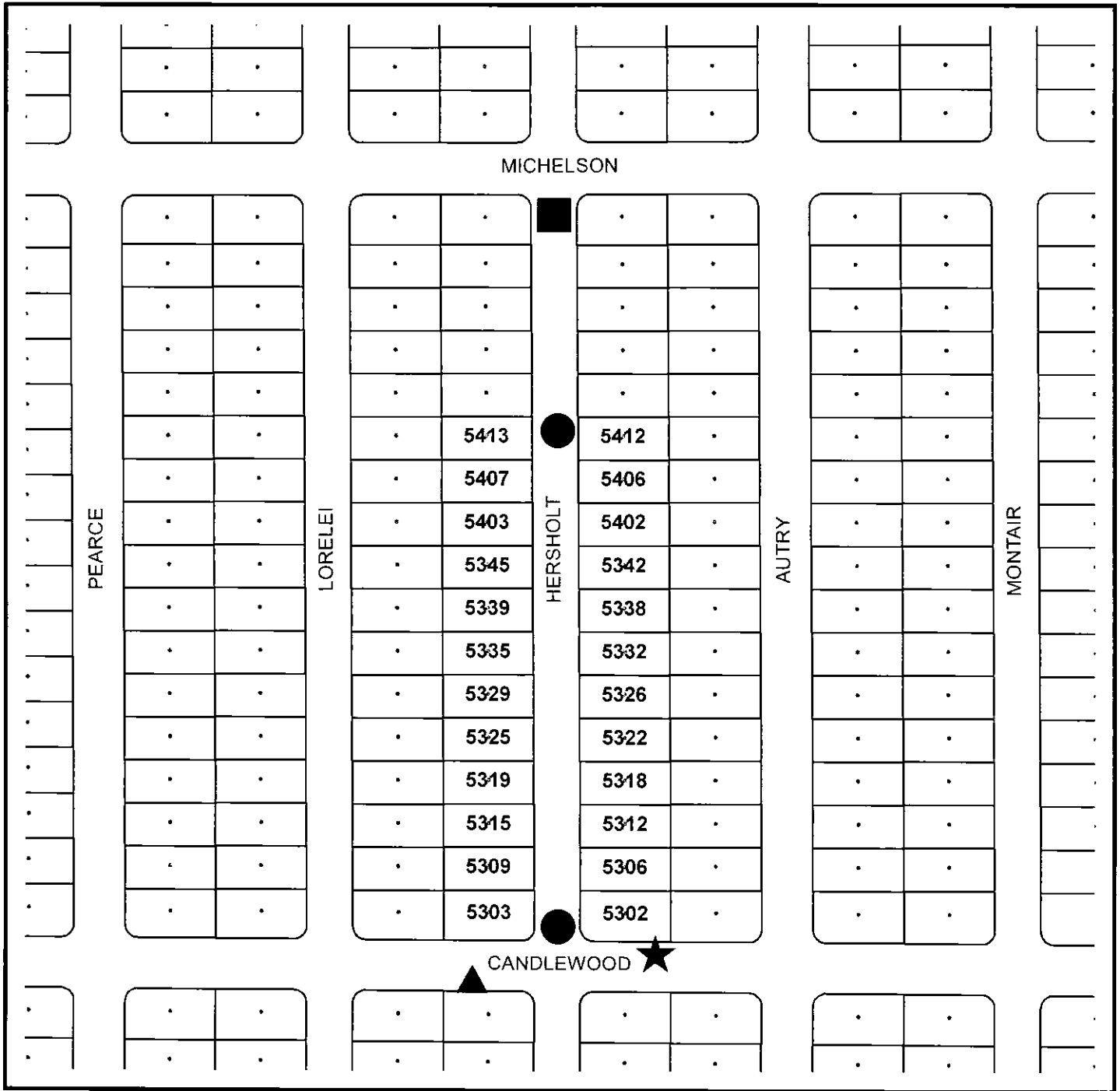
- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGNS
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGN
- ★ 2 "NO RIGHT TURN" SIGNS
- ▲ 2 "NO LEFT TURN" SIGNS
- 6 BARRICADES
- 8 DELINEATORS

BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

5302-5413 HERSHOLT AVENUE



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

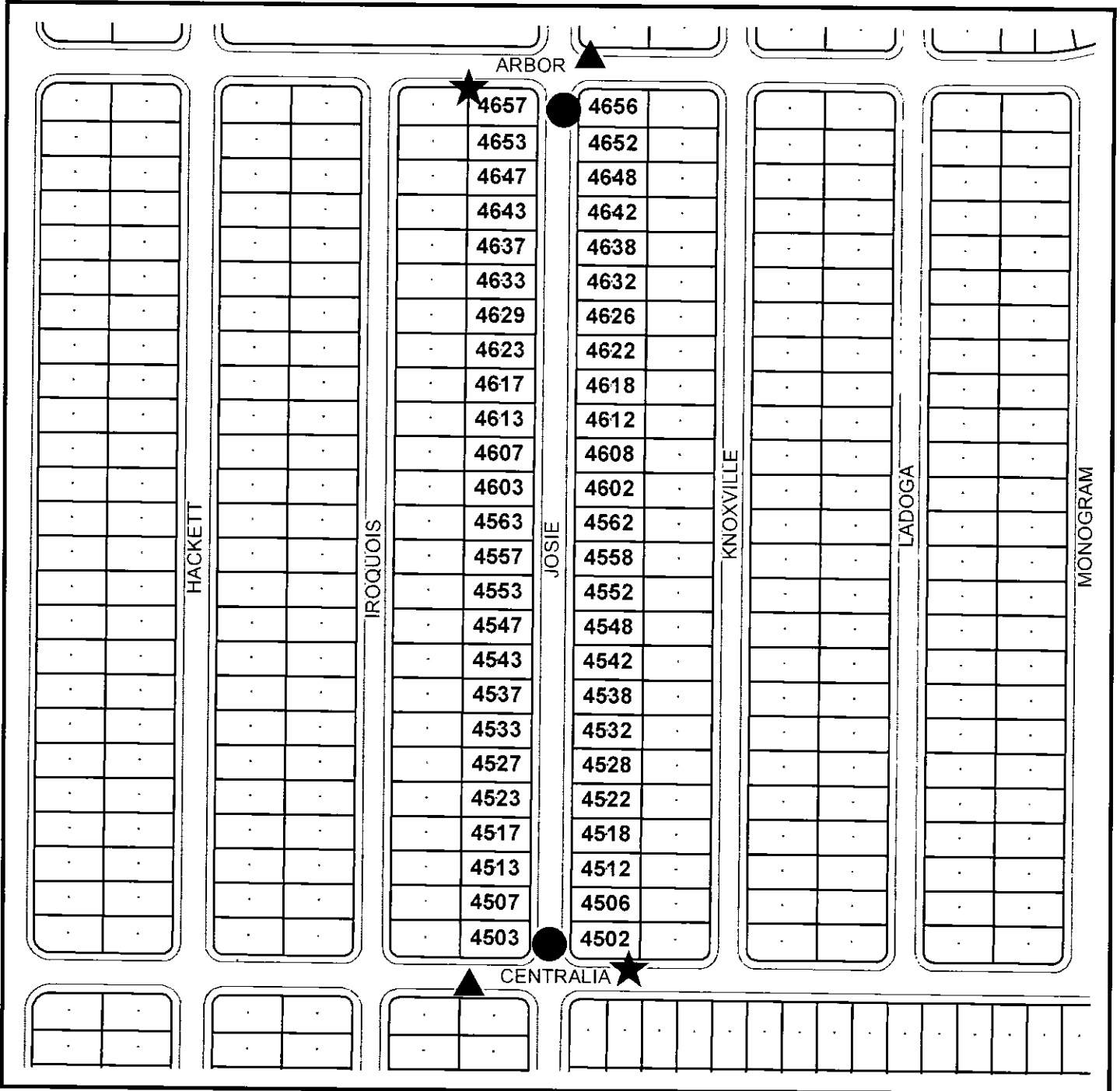


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4502-4657 JOSIE AVENUE



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

6 BARRICADES
8 DELINEATORS



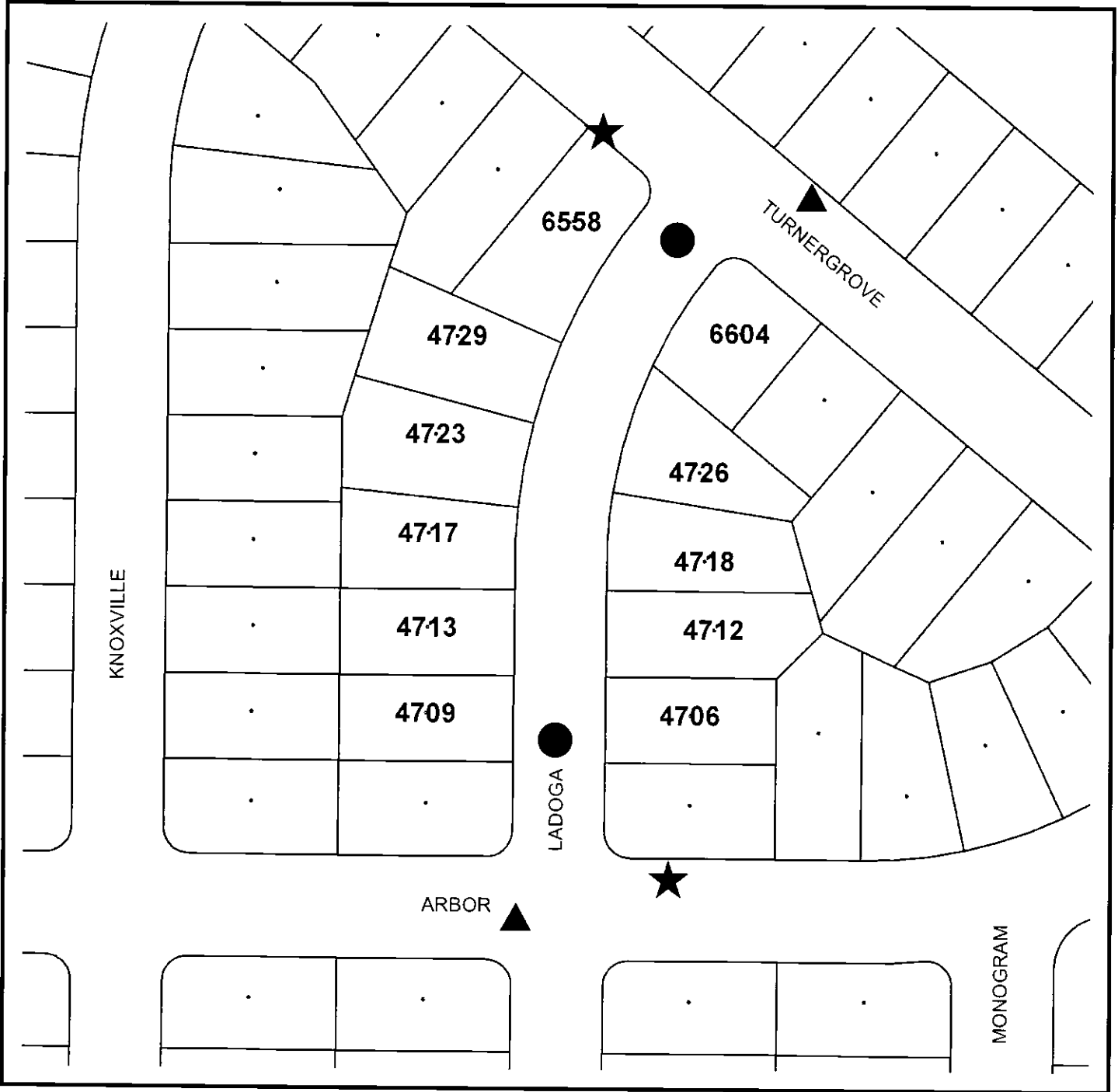
BLOCK PARTY

JULY 4, 2019

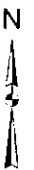
10 A.M. - 10 P.M.

4706-4729 LADOGA AVENUE

INCLUDING 6604 & 6558 TURNERGROVE DRIVE



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

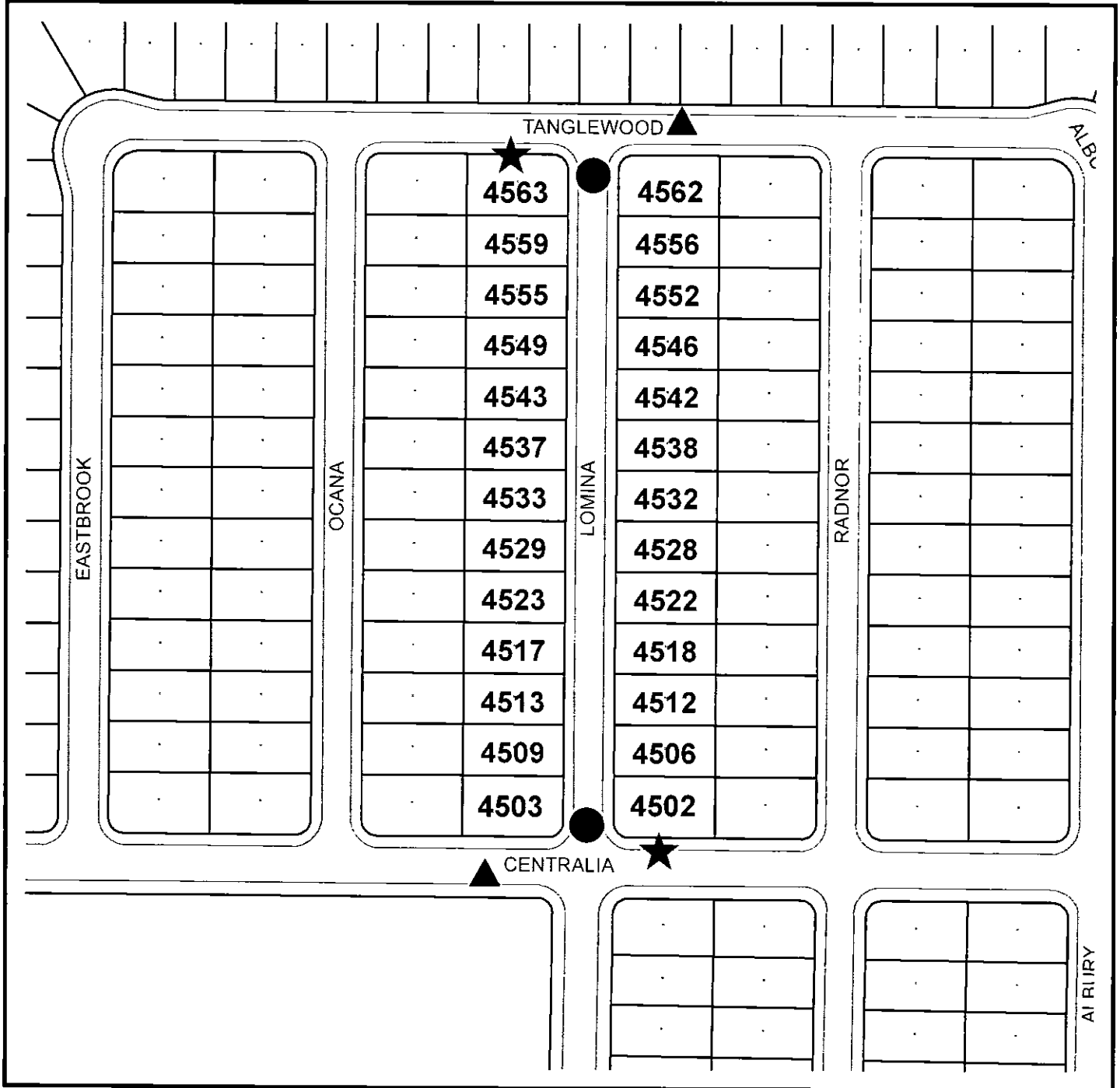


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4502-4563 LOMINA AVENUE



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

6 BARRICADES
8 DELINEATORS

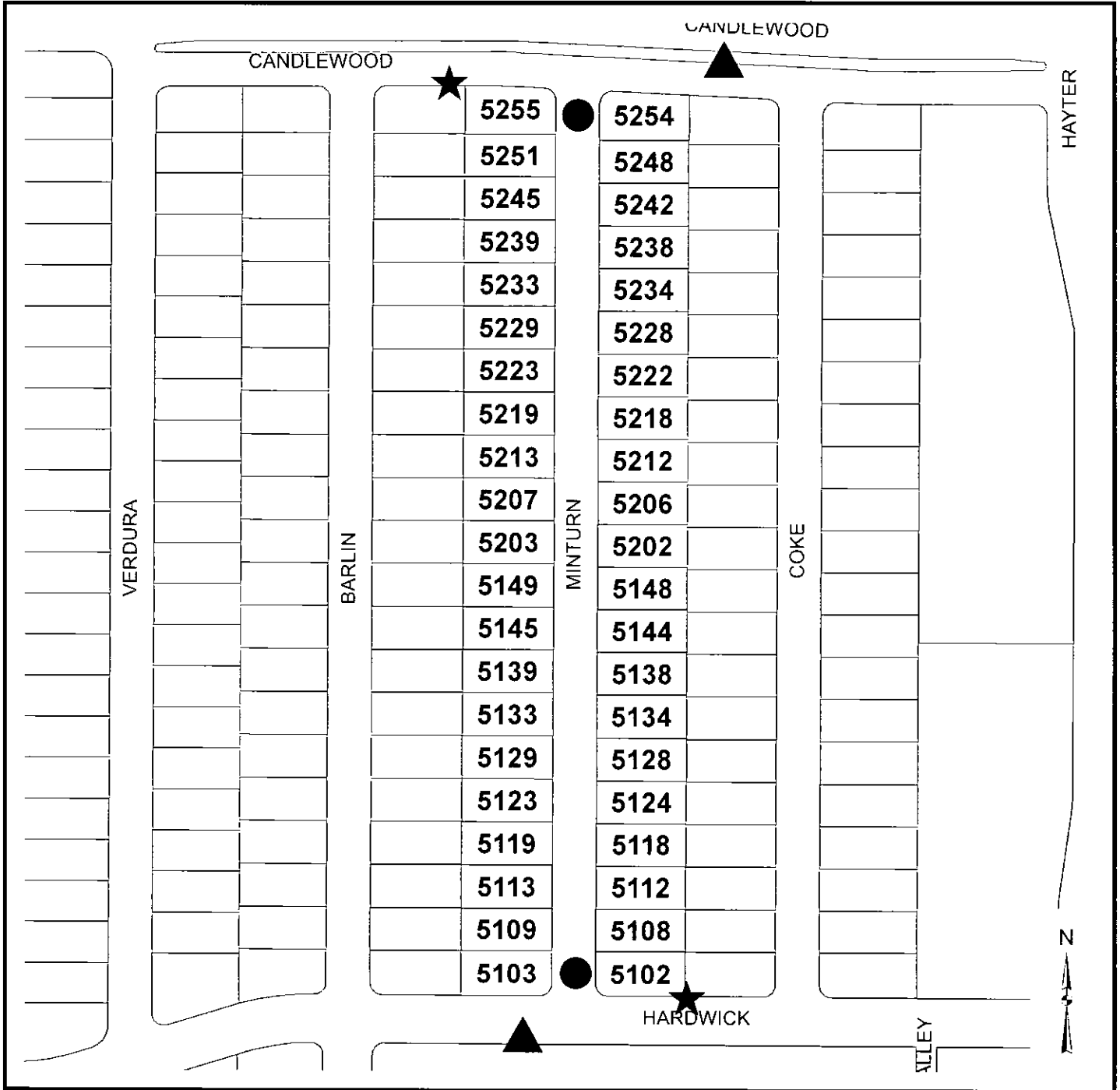


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

5102 - 5255 MINTURN AVENUE



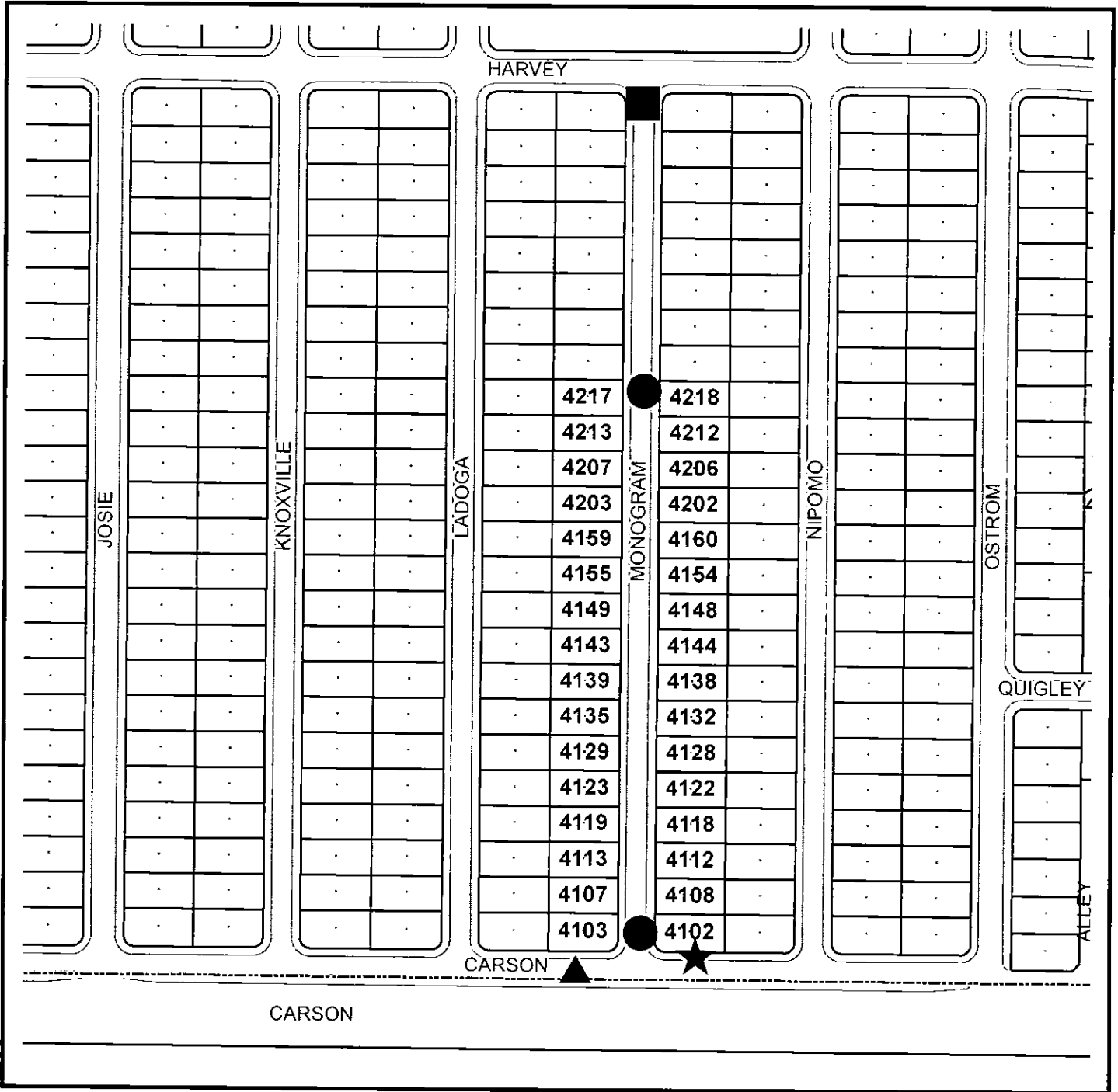
- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGNS
- 0 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGN
- ★ 2 "NO RIGHT TURN" SIGNS
- ▲ 2 "NO LEFT TURN" SIGNS
- 6 BARRICADES
- 8 DELINEATORS

BLOCK PARTY

JULY 4, 2019

12 P.M. - 10 P.M.

4102-4218 MONOGRAM AVENUE



2 FULL CLOSURE POINT "ROAD CLOSED" SIGNS



1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGN



1 "NO RIGHT TURN" SIGN



1 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS

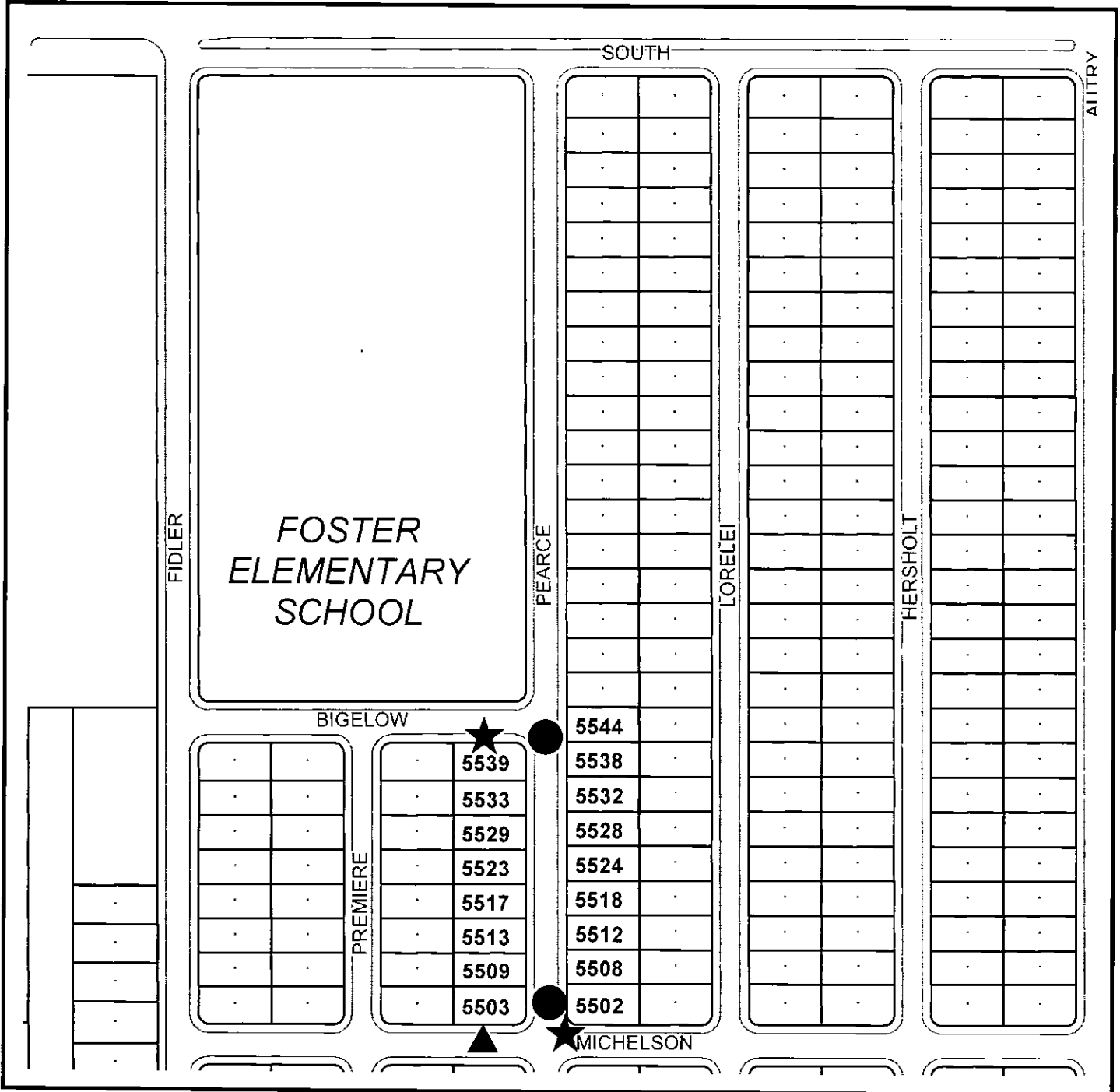


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

5502-5544 PEARCE AVENUE

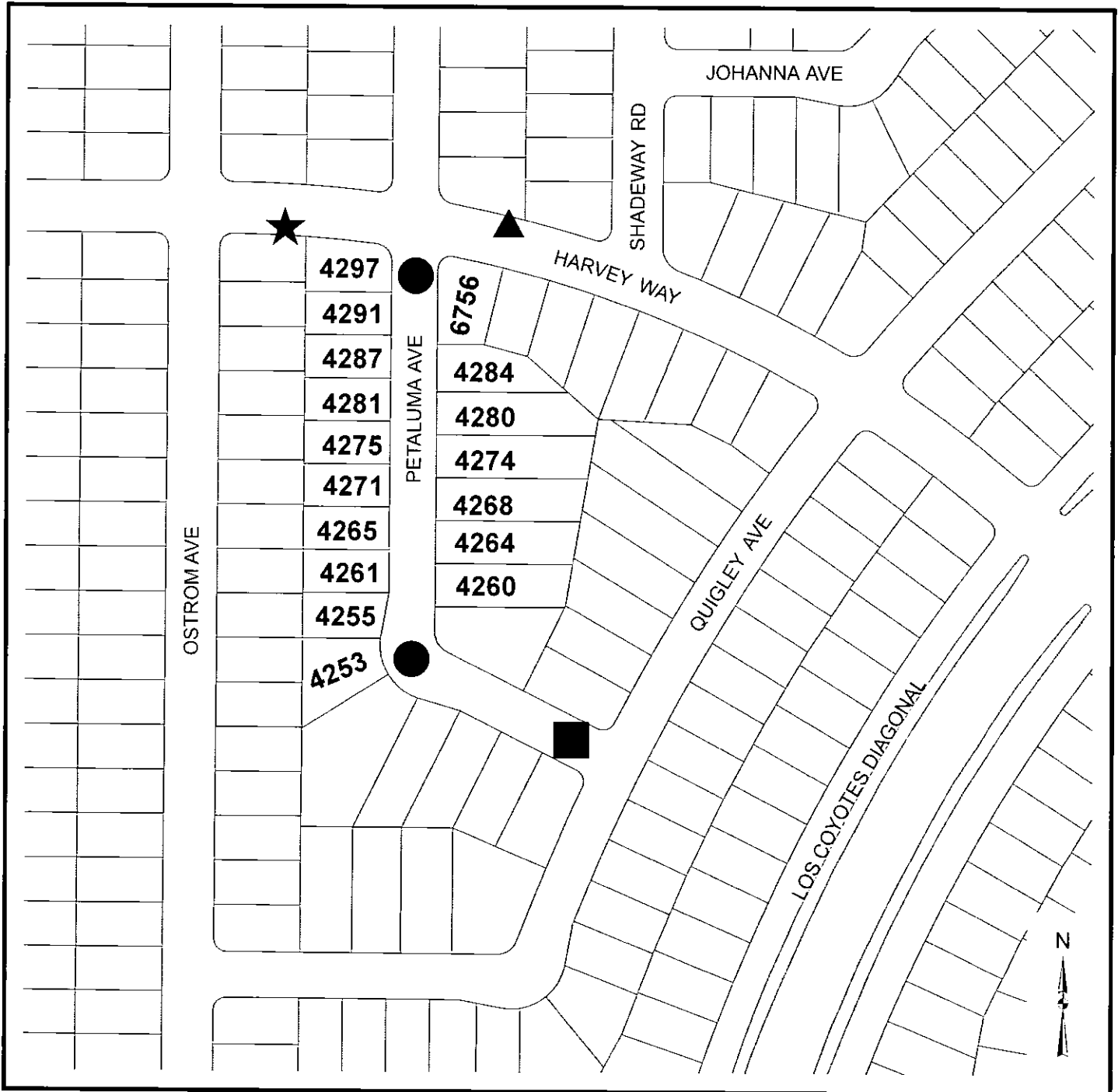


- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGNS
- 0 ADVANCEDWARNING "ROAD CLOSED AHEAD" SIGN
- ★ 2 "NO RIGHT TURN" SIGNS
- ▲ 2 "NO LEFT TURN" SIGNS

6 BARRICADES
8 DELINEATORS



**BLOCK PARTY
 JULY 4, 2019
 10 A.M. - 10 P.M.
 4253-4297 PETALUMA AVENUE &
 6756 HARVEY WAY**



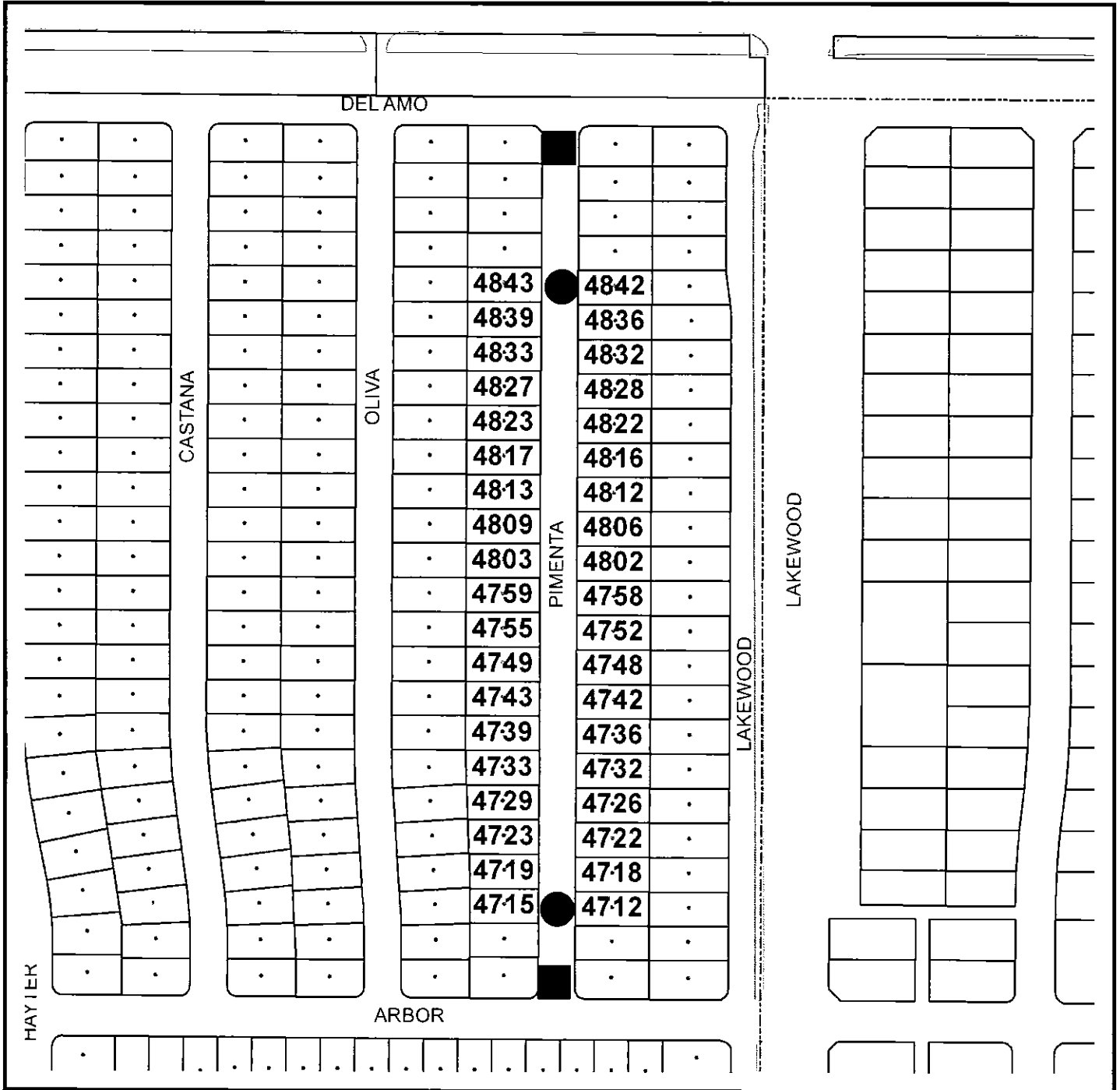
- 2 FULL CLOSURE POINT "ROAD CLOSED" SIGNS
 - 1 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGN
 - ★ 1 "NO RIGHT TURN" SIGN
 - ▲ 1 "NO LEFT TURN" SIGN
- 6 BARRICADES
7 DELINEATORS

BLOCK PARTY

JULY 4, 2019

10 A.M. - 8 P.M.

4712-4843 PIMENTA AVENUE



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



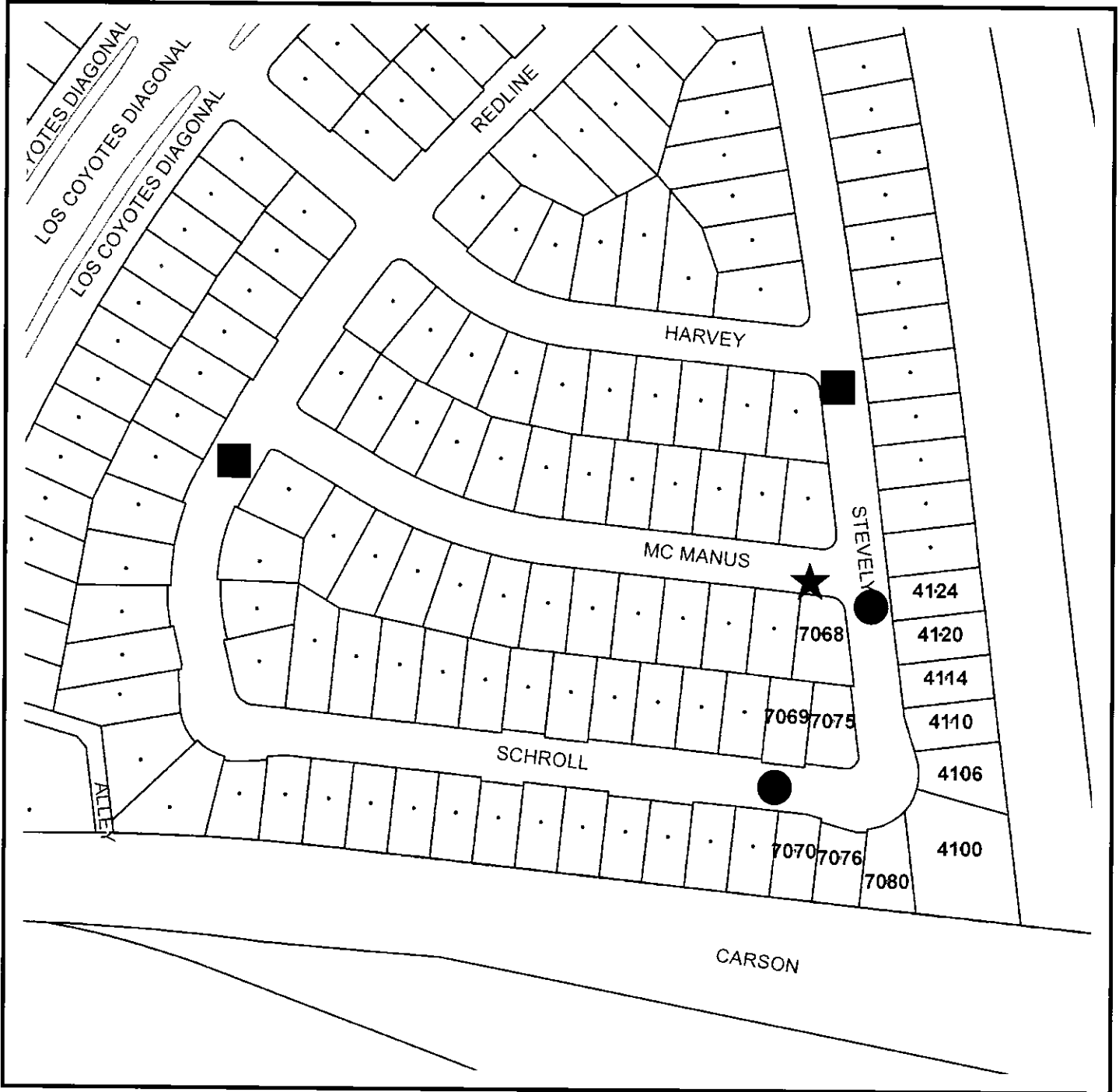
BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

7069-7080 SCHROLL STREET,

4100-4124 STEVELY AVE & 7068 MCMANUS ST



● 2 FULL CLOSURE POINT "ROAD CLOSED" SIGNS

■ 2 ADVANCED WARNING "ROAD CLOSED AHEAD" SIGNS

★ 1 "NO RIGHT TURN" SIGN

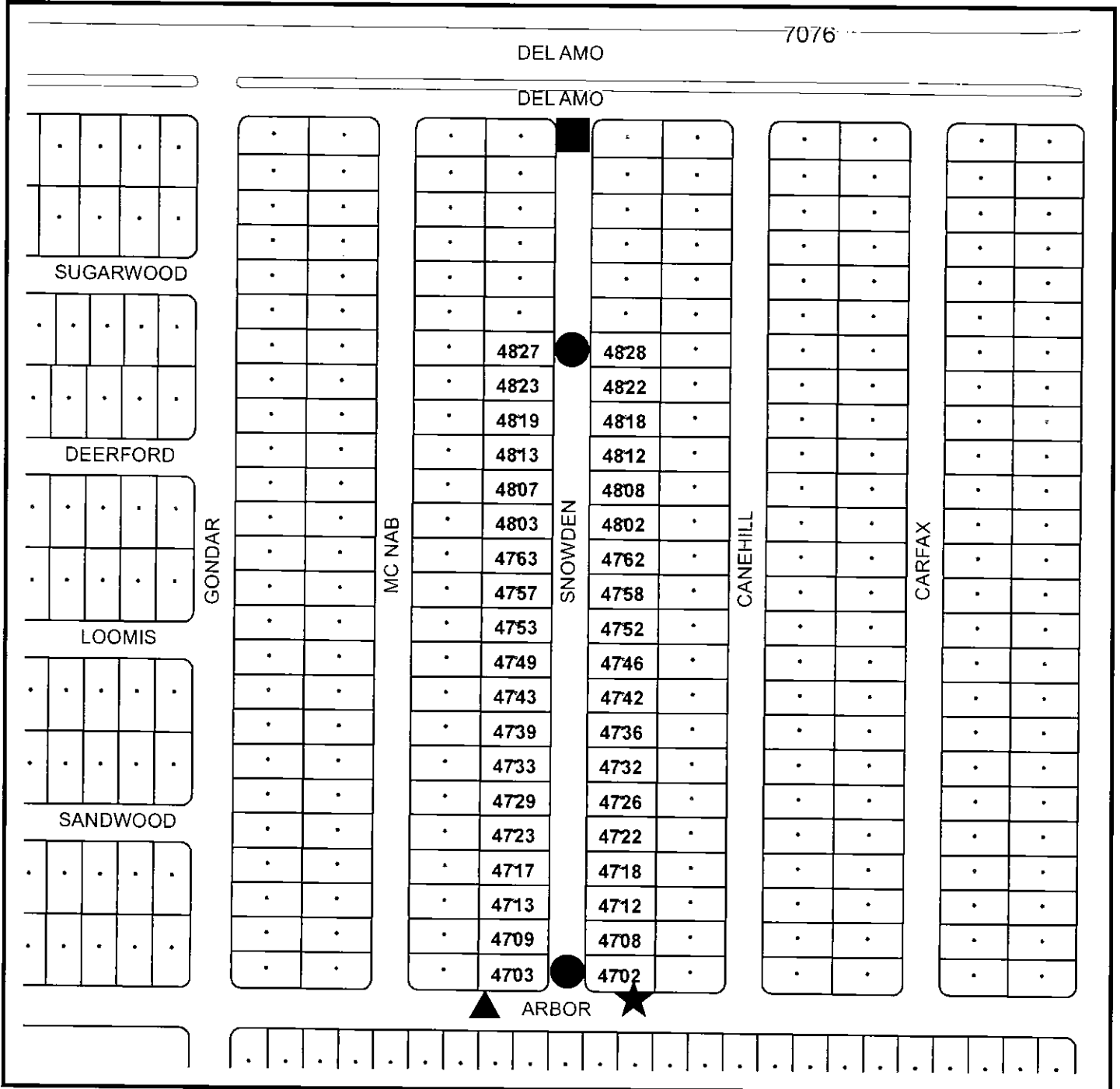
▲ 0 "NO LEFT TURN" SIGN

6 BARRICADES

8 DELINEATORS



BLOCK PARTY JULY 4, 2019 12 P.M. - 10 P.M. 4702-4828 SNOWDEN AVENUE



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

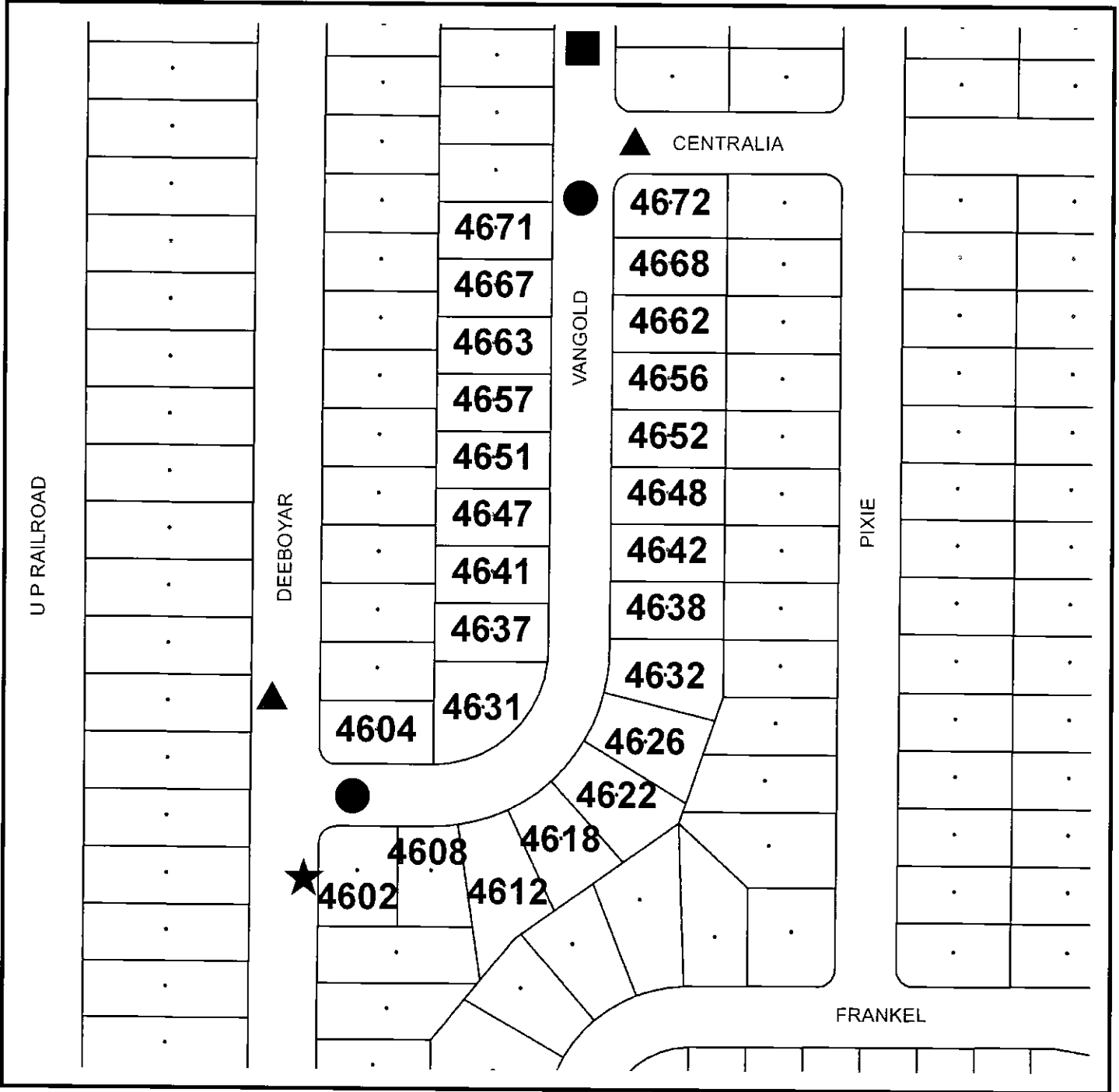


BLOCK PARTY

JULY 4, 2019

10 A.M. - 10 P.M.

4602-4672 VANGOLD AVENUE



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

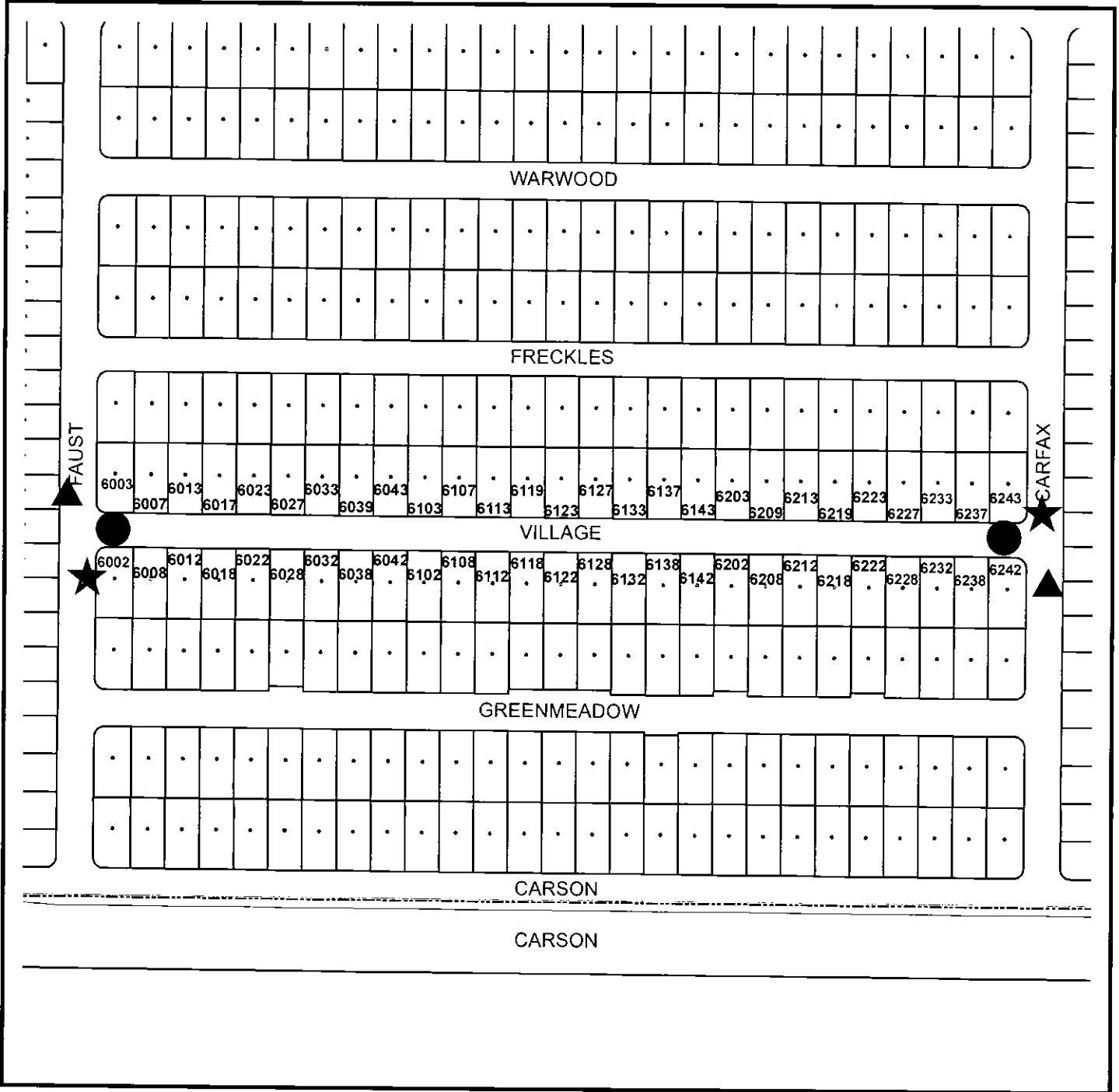


BLOCK PARTY

JULY 4, 2019

10 A.M. - 7 P.M.

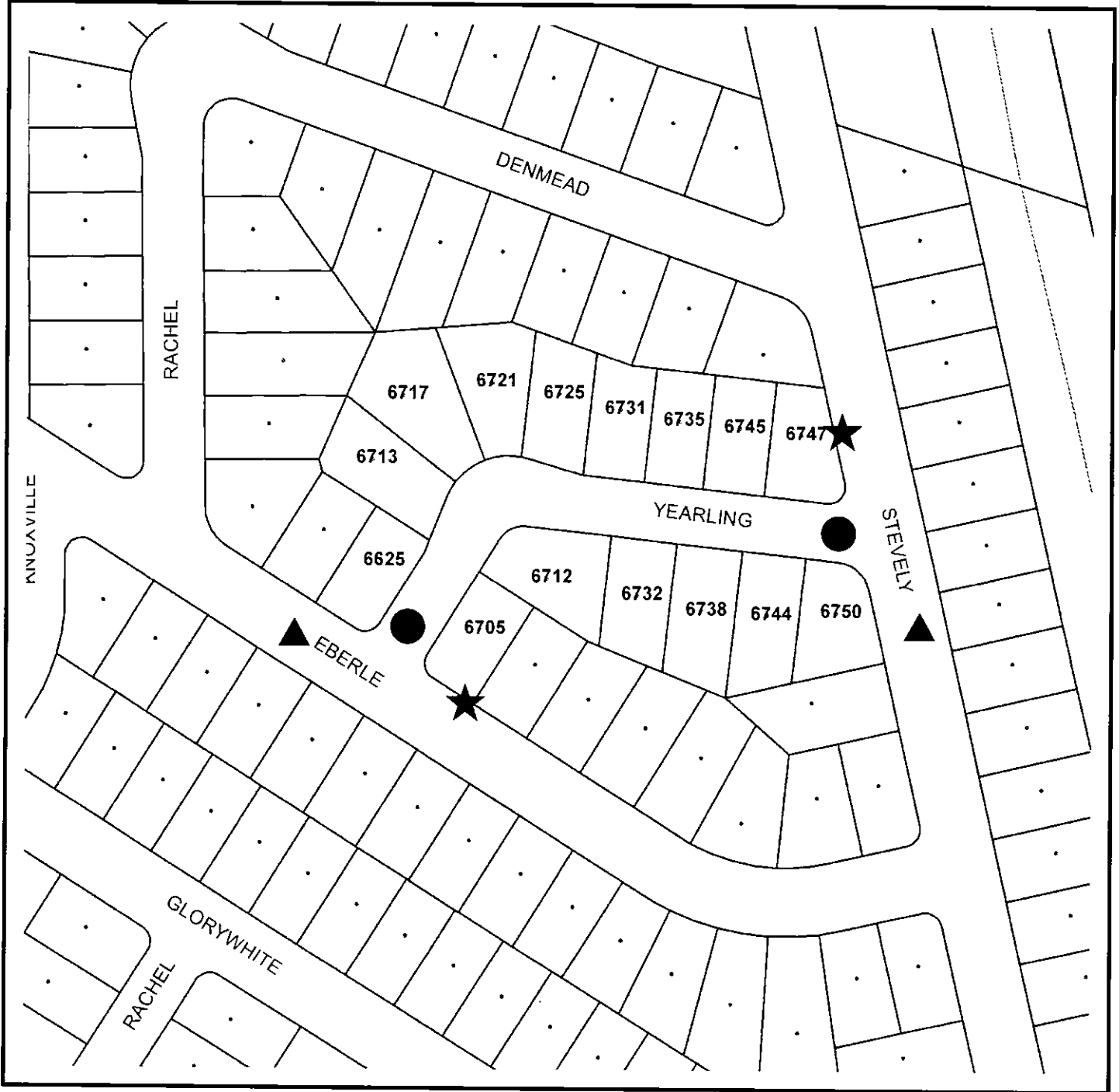
6002-6243 VILLAGE ROAD



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



BLOCK PARTY
JULY 4, 2019
10 A.M. - 10 P.M.
6712-6750 YEARLING STREET
6625 & 6705 EBERLE STREET



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



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COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Southeast Los Angeles County Workforce Development Board (SELACO WDB)

INTRODUCTION

The City of Lakewood has two private sector representatives serving on the Workforce Investment Board of Southeast Los Angeles County. The Workforce Development Board (WDB) members' terms are fixed and staggered and each year on June 30th one member's term expires.

STATEMENT OF FACTS


Mark Dameron has been the Lakewood Business Representative serving on the Workforce Development Board since April of 2016. As required under the WDB Policy Board Agreement, the selected representative must be approved by the City Council.

Mr. Dameron is a member of the Board of Directors for the Greater Lakewood Chamber of Commerce and a Past President for the Rotary Club of Lakewood. He is an energetic and enthusiastic individual who has been active in the community and in the business sector. He is a valuable asset on the SELACO WDB.

RECOMMENDATION

It is recommended that the City Council approve the reappointment of Mark Dameron to the Southeast Los Angeles County Workforce Development Board of Directors.

Paolo Beltran *PB*
Assistant to the City Manager


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment No. 6 for Additional Design Support Services for Mayfair Water Capture Project with Tetra Tech, Incorporated

INTRODUCTION

Tetra Tech, Inc. is the design firm for the Mayfair Water Capture Project, and an amendment to their contract is needed to provide for additional services during the Mayfair project construction.

STATEMENT OF FACT

The City Council approved a Cooperative Implementation Agreement with Caltrans for a grant of \$15,000,000 on June 14, 2016 for this project. There are no matching funds or cost share required from the City.

On October 11, 2016 the City Council approved Tetra Tech to prepare the design for this project. When the construction contract was awarded in February 2018, TetraTech was granted another amendment for design support services during construction. Coordination during construction has been more extensive than originally planned due to revisions of the plans required by the County Flood Control District to respond to unforeseen conditions in the field. This was the largest cost item of the five specific areas of additional services: electrical component inspections; Wahaso Stormwater Harvesting Unit additional design review; sanitary sewer connection redesign; irrigation plan updates; and LACFCD additional structural design requirements.

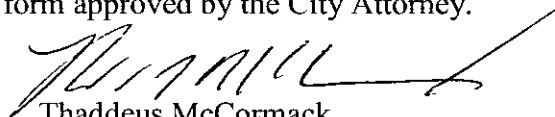
The justification for each of these five areas is fully explained in TetraTech attached request letter. They have also included a spreadsheet of the additional time and materials spent on this work. Staff has reviewed this detail and concurs that their request should be approved because it was beyond the original scope of services for construction support. The total cost of additional services is \$93,775.

The project is fully funded by Caltrans in an amount of \$15,000,000 and sufficient funds are available for this extra work by the consultant.

RECOMMENDATION

That the City Council Approve Amendment #6 to Tetra Tech's contract to provide additional design support services for the Mayfair Park Storm Water Capture Project in an amount of \$93,775 and authorize the Mayor to sign the Amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

AMENDMENT NO. 6

**AGREEMENT FOR ENGINEERING SERVICES
Lakewood Water Capture and Infiltration Project**

THE AGREEMENT FOR ENGINEERING SERVICES, made and entered into on September 8, 2015, by and between the CITY OF LAKEWOOD, a municipal corporation, the "City," and **Tetra Tech, Inc.**, the "Engineer" shall be amended as follows:

1. Section 2. SCOPE OF SERVICES. The scope of services shall be expanded to include additional design support services for the Mayfair Park Water Capture Project. Engineer agrees provide to the City those services as set forth in Engineer's written proposal for "Mayfair Park Stormwater and Runoff Capture Project, Phase 3 Design support Services during Construction – Change Order for Additional Support Services," dated April 4, 2019 and approved by the City Council on June 11, 2019, attached hereto and made a part hereof as though set forth in full.
2. Section 4 Payment. The following paragraph shall be added to Section 4 PAYMENT: "For and in consideration of the services set forth in the proposal for "Mayfair Park Stormwater and Runoff Capture Project, Phase 3 Design support Services during Construction – Change Order for Additional Support Services," dated April 4, 2019 and performed by the Engineer, the City agrees to pay to the Engineer a sum not to exceed **\$93,775** as shown in attached proposal dated April 4, 2019, for services actually rendered."

All other terms and condition of the agreement shall remain in effect. Dated the 11th day of June, 2019.

TetraTech, Inc.

CITY OF LAKEWOOD

Prinicple

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

City Attorney



TETRA TECH

April 4, 2019

Ms. Lisa Ann Rapp, Director
Public Works Department, City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

**Reference: Mayfair Park Stormwater and Runoff Capture Project
Phase III, Design Support Services during Construction
Change Order for Additional Support Services**

Dear Ms. Rapp:

Tetra Tech appreciates the opportunity to submit our request for additional budget in order to provide additional professional consulting services for the Lakewood Stormwater and Runoff Capture Project (Project), Phase 3 Design and Inspection Support Services during Construction at Mayfair Park. This request is due to the changes in design, inspection requests, and necessary submittal reviews additional support services which are necessary to support the project during construction.

Overview

Tetra Tech has been providing design support services to support the City with the construction of the Mayfair Park Stormwater Capture Project. Our original fee for our services during construction did not account for the additional technical services that were required for the Mayfair Park Stormwater Capture Project. The following additional tasks are required that were not anticipated at the time Tetra Tech submitted our fee for this project.

1. Electrical Component Inspections
2. Wahaso Stormwater Harvesting Unit Additional Design Review
3. Sanitary Sewer Connection Redesign
4. Irrigation Plan Updates
5. LACFCD Additional Structural Design Requirements

Scope of Services

Tetra Tech has been providing design support services to support the City with the construction of the Mayfair Park Stormwater Capture Project. The following is the scope of services and the basis for which we are requesting for additional design fees for this project.

TASK 311. ADDITIONAL SUPPORT SERVICES DURING CONSTRUCTION

311.1 Electrical Component Inspection

Tetra Tech was requested to provide additional time for inspections during the installation of the electrical conduit and wires during construction for this project. The additional effort will consist of up to ten (10) additional site visits each consisting four (4) hours for each visit to field survey/inspect installation procedures. Our Senior Electrical Engineer will confirm proper installation for the high voltage power, low voltage controls, and control equipment.

Tetra Tech, Inc.
3475 East Foothill Boulevard, Pasadena, CA 91107
Tel 626.470.2427 www.tetrattech.com

311.2 Wahaso Stormwater Harvesting Unit Additional Design Review

Tetra Tech was requested to provide additional review of the stormwater harvesting unit design proposed by the manufacturer, Wahaso. The purpose of this review was to ensure that the stormwater harvesting unit can be operated and maintained by the City Water Resources Department staff. As a result, our design engineers have spent a considerable amount of time reviewing, correcting, and assisting with the design of the Wahaso Stormwater Harvesting Treatment System. Tetra Tech was originally scoped to provide an initial submittal review consisting of four (4) hours followed by a resubmittal review consisting of two (2) hours. However, the submittal from the manufacturer, Wahaso, has been resubmitted four times, since their submittals were not acceptable. The resubmittals have incorporated design changes related to the manufacturer's control equipment and control panels. These changes have required changes to our design plans covered in Addendums 2 through 4. More specifically, the Wahaso control panel submittal did not clearly indicate, by using the project's tags, the relation of the Wahaso P&ID to the instrumentation, valves and the pumps in the Tetra Tech P&ID. For example, Wahaso's submittal showed that instruments were wired to both the Wahaso panel and CP-400 or to the wrong panel. The Wahaso P&ID indicated valves in locations that are different to where the Tetra Tech drawings show these, for example the two valves between the storage gallery and the wet well. As a result, our staff required significant effort to rectify this confusion and determine the actual number of valves, the required power supply and control wiring to the applicable panel.

The Wahaso panel was split to a high voltage panel and a low voltage panel there were wiring errors in the electrical drawings from Wahaso, which led to resubmittals. Also, Wahaso's design changed the ejector pump from a fixed speed pump to a VFD. The HP of the pumps (irrigation and ejector) were changed a few times and inconsistent values were indicated within the submittal which required re-submittal and clarification. As a result, the total additional time spent by Tetra Tech was increase by an additional seventy-six (76) hours.

Additionally, Tetra Tech has been requested to conduct an on-site review of the proposed stormwater harvesting unit at the Wahaso manufacturing facility in Chicago, Illinois. Tetra Tech's chief Electrical Engineer will conduct the on-site review of the Wahaso stormwater harvesting treatment unit.

311.3 Sanitary Sewer Connection Redesign

As part of the design of the Mayfair Park Stormwater and Urban Runoff Capture Project, Tetra Tech designed a discharge line to the sanitary sewer system. However, to support the discharge line connection to the sanitary sewer, Tetra Tech was required to provide coordination services with the Sanitation Districts of Los Angeles County (LACSD) and was all additional work that was not included prior to the Bid process. Due to the additional costs associated with the change orders for this work, the City has requested Tetra Tech to redesign the sewer connection in a more economical fashion. Savings to the Project are mainly associated with the removal of one of the drop manholes upstream of the sewer connection. Based on the estimated quotes provided by the Contractor, the redesign could save the City up to \$65,795. The redesign will include a resubmittal of the design plans and additional coordination with LACSD. Additionally, a new gravity line plan and profile will be developed.

311.4 Irrigation Plan Updates

Tetra Tech was requested by the City to update the irrigation plans. These updates included removal and addition of some of the irrigation lines, updates to stainless steel head types, and using a more uniform size head for consistency throughout the park. Irrigation changes required updates to all the irrigation plans.

302.5 LACFCD Additional Structural Design Requirements

In order for the Los Angeles County Flood Control District (LACFCD) to issue the permit for construction in the flood control channel, the proposed structural modifications the Los Cerritos Channel at Mayfair Park required technical review and approval by their Design Division structural engineers. Tetra Tech was required to provide significantly more structural analysis and revised structural details due to the unique configuration and age of the channel. The proposed stormwater diversion structure is in the covered section of the channel, consisting of a concrete slab supported by piles. To address the LACFCD's preferences, the proposed rubber dam was located 275' downstream in an uncovered section of the channel. Due to the age of the channel, Tetra Tech structural engineers were required to prepare 3-dimensional structural analysis to demonstrate that the stability of the structure from the because of the removal of the invert at the diversion and at the rubber dam location. In addition, once the contractor uncovered the channel at the diversion, the location of the construction joints was

different from the As-Builts. This required additional modifications to the structural design from Tetra Tech. The original scope included 36 hours of coordination with the City, Contractor, and LACFCD. To satisfy the comments from LACFCD newly enforced design requirements, additional coordination and plan revisions were necessary. This coordination involved over four (4) re-submittals and multiple revisions to the plans and calculations which were all provided in Addendums 3 and 4.

Fee Proposal

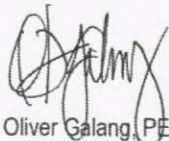
Tetra Tech proposes to perform the scope of services for the additional design services on a time and materials basis for a not to exceed additional fee of **\$93,775**. Our price estimate is based on an assumed level of effort that may vary. If additional out of scope services are requested, these items will be negotiated based on the approved billing rates provided. **Attachment A** provides the Budget with the detailed breakdown of the fee and estimated level of effort for each task.

This amount will be added to the previously approved tasks for the Mayfair Park Stormwater and Runoff Capture Project, which will increase from **\$368,200** to **\$461,975** and as shown below.

Authorization Date	Task	Approved Budget	Requested Fee Proposal	New Project Total
2/13/18	Mayfair Park Stormwater and Runoff Capture Project Phase III, Design Support Services during Construction	\$368,200		
	Task 311. Additional Support Services During Construction			
	311.1 Electrical Component Inspection		\$12,750	
	311.2 Wahaso Stormwater Harvesting Unit Additional Design Review		\$25,140	
	311.3 Sanitary Sewer Connection Redesign		\$3,720	
	311.4 Irrigation Plan Updates		\$4,770	
	311.5 LACFCD Additional Structural Design Requirements		\$47,395	
	TOTAL	\$368,200	\$93,775	\$461,975

Thank you for the opportunity to submit this proposal and we look forward to continuing our services for the City of Lakewood Public Works Department. If you have further questions or require additional information, please contact Oliver Galang at 626.470.2423.

Sincerely,



Oliver Galang, PE, ENV SP
 Project Manager, Water Resources Manager

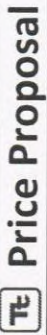
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Enclosure

1. Attachment A Fee Proposal

Ms. Lisa Rapp
April 4, 2019
Page 4

ATTACHMENT A. FEE PROPOSAL



Revision Date:
Mar 14, 2019

Price Summary / Totals

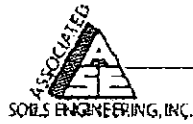
Project Phases / Tasks	Schedule		Work Days	Off	Work Days	Total Labor Hrs	Pricing by Resource					Task Pricing Totals
	From	Thru					Months	Labor Rate Esc.	Labor	Subs	Travel		Mat'l's & Equip	ODCs
Task 311.1 Electrical Component Inspections						567	0.00%	93,775	-	-	-	93,775
Site Inspections (10 Total - 4 Hours Each)						50		12,750	-	-	-	12,750
Inspection Reports						40		10,200	-	-	-	10,200
						10		2,550	-	-	-	2,550
Task 311.2 Wahaso Stormwater Harvesting Unit Additional Design Review Services						117		25,140	-	-	-	25,140
Mechanical Review and Coordination						38		5,760	-	-	-	5,760
Electrical Review and Coordination						48		12,210	-	-	-	12,210
Updates for Backwash Diversion Line						7		1,050	-	-	-	1,050
Inspection at Wahaso Plant						24		6,120	-	-	-	6,120
Task 311.3 Sanitary Sewer Connection Redesign						26		3,720	-	-	-	3,720
Gravity Line Design						2		2,640	-	-	-	2,640
Coordination with LACSD						18		1,080	-	-	-	1,080
Task 311.4 Irrigation Plan Updates						33		4,770	-	-	-	4,770
Updates to Irrigation Plans						33		4,770	-	-	-	4,770
Task 311.5 LACFCD Additional Structural Design Requirements						341		47,395	-	-	-	47,395
Structural Calcs and Plans Updates (Addendum #3)						125		17,595	-	-	-	17,595
Structural Calcs and Plans Updates (Addendum #4)						216		29,800	-	-	-	29,800
Totals						567	0.00%	93,775	-	-	-	93,775

Additional design and inspection support services for Mayfair Park.
Submitted to: City of Lakewood (Attn: Lisa Rapp)

Contract Type: T&M

Price Summary / Totals

Total Price 93,775



ASSOCIATED SOILS ENGINEERING, INC. 2019 FEE SCHEDULE

ENGINEERING & TECHNICAL SERVICES (Rate per Test)

Principal Geotechnical Engineer/Geologist	\$ 175.00	Pile Inspector (Drilled/Driven/Tieback)	\$ 115.00
Project Engineer/ Geologist	\$ 155.00	Registered Deputy Inspector/Registered ICC Inspector	\$ 115.00
Staff Engineer/Geologist	\$ 135.00	ICC Registered Deputy Grading Inspector	\$ 90.00
Supervising Technician (Lab/Field)	\$ 110.00	Laboratory Technician	\$ 75.00
Field Technician	\$ 75.00	Technical Typist	\$ 70.00
Field Technician (Prevailing Wage)	\$ 120.00	Technical Illustrator	\$ 75.00
Field Support Services	\$ 70.00	Field/Lab Assistant	\$ 65.00
Office Services	\$ 70.00	Expert Witness (Preparation & Court - 4 hr. min.)	\$ 400.00

LABORATORY TESTING & CORING SERVICES (Rate Per Test)

<u>Classification & Index Tests</u>		<u>Compaction & R-Value Tests</u>	
Sand Equivalent (Cal 217 or ASTM D2419)	\$ 75.00	Max Density/Opt. Moisture ASTM D1557 (Method A and B)	\$ 170.00
Atterberg Limit (LL&PL per ASTM D4318-D84)	\$ 155.00	Max Density/Opt. Moisture ASTM D1557 (Method C)	\$ 180.00
Shrinkage Factors (ASTM D427)	\$ 100.00	Max Density/Opt. Moisture California 216	\$ 180.00
Sieve Analysis including Hydro (ASTM D422)	\$ 155.00	R-Value Natural Soil (Cal 301 or ASTM 2844)	\$ 260.00
Sieve Analysis - retained 200 mesh	\$ 95.00	R-Value Cement or Lime treated Soil(Cal 301 or ASTM 2844)	Quote
200 Wash	\$ 55.00	R-Value Aggregate Base (Cal 301 or ASTM 2844)	\$ 280.00
Moisture Content (ASTM D2216)	\$ 25.00	CBR (ASTM D1883) - Soil	\$ 320.00
Moisture Content & Dry Density - Ring (D2937)	\$ 40.00	CBR - Base	\$ 400.00
Moisture Content Dry Density - Shelby Tube	\$ 40.00	<u>Consolidation & Expansion Tests</u>	
Specific Gravity - Soil	\$ 130.00	Consolidation ASTM D2435 (Method A)	\$ 190.00
<u>Strength Tests</u>		Consolidation ASTM D2435 (Method B)	\$ 350.00
Direct Shear UU (1 point)	\$ 95.00	Time Rate per Load Increment	\$ 40.00
Direct Shear UU (3 points)	\$ 185.00	Expansion Index (2.5" Diameter Specimen)	\$ 115.00
Direct Shear CD (3 points)	\$ 215.00	Expansion Index (4.0" Diameter Specimen)	\$ 135.00
Unconfined Compression	\$ 265.00	Single Load Swell or Collapse Test	\$ 120.00
Residual Shear (3 Shear)	\$ 245.00	<u>Asphalt Concrete Tests</u>	
<u>Soil Chemistry Tests</u>		Mix Design by Marshall or Stabilometer Method	Quote
Sulfates	\$ 75.00	Field Density for Compacted Mix (Cal 308)	Quote
Chlorides	\$ 75.00	Thickness of Compacted Mix	\$ 35.00
Ph	\$ 75.00	Theoretical Max. Sp. Gravity & Density of Bituminous Mixtures (ASTM D 2071)	\$ 165.00
Resistivity	\$ 95.00	Extraction of Bitumen Mat., % Oil in mix (ASTM D2172, Meth. A)	\$ 155.00
Corrosivity Suite (So ₄ , Cl, pH, Resistivity)	\$ 275.00	Maximum Density Determination (Cal 304, 2 pt. Avg.)	\$ 195.00
<u>Diamond Coring</u>		Stability Value (Cal 366) - 3 Points	\$ 260.00
2" to 6" Diameter	\$ 65.00	Extraction of Bitumen Material by Ignition Method	\$ 215.00
8" to 9" Diameter	\$ 80.00	<u>Aggregate & Base Course Tests</u>	
Hourly Charge Portal-to-Portal/Standby Time	\$ 165.00	Durability of Aggregate (Cal 229)	\$ 265.00
Minimum Charge ^e	\$ 330.00	Sieve Analysis, Fines Only (ASTM C136)	\$ 95.00
<u>Compression Tests</u>		Sieve Analysis, Fines & Coarse (ASTM C136 or (Cal 202)	\$ 130.00
Compression Test 6"x12" Cylinders incl Hold (ASTM C39) each	\$ 22.00	Cleaness Value CTM 227	\$ 140.00
Compression Test, 2", 4" and 6" Cores (ASTM C42) each	\$ 60.00	Sp. Gravity, Fine aggregate incl. % Absorption (ASTM C128)	\$ 140.00
Mortar Compression	\$ 25.00	Sp. Gravity, Coarse Aggregate incl. % Absorption (ASTM C127)	\$ 120.00
Grout Compression	\$ 35.00	Abrasion Resistance-LA Rattler, 100-500 rev. (ASTM C131)	\$ 220.00
Masonry Prisms	\$ 110.00		

BASIS OF CHARGES

Regular Hours: Monday to Friday-7:00 AM to 4:00 PM

Overtime Hours: 1.5 times regular rate over 8 hours per day, night shifts and Saturdays. 2 times regular rate on Sundays, Holidays and work days over 12 hours.

Minimum Charge: 2-hour minimum for show-up if not cancelled two (2) hours prior to arrival. 4-hour minimum if inspection is equal to or less than four (4) hours. Hours charged for all field work is computed on a portal-to-portal basis, and all portal-to-portal technician mileage is billed at \$0.56/per mile. Field work is billed on a time and material basis unless quoted otherwise.

Advance Notification: A *minimum* 24-hour lead time, excluding week-ends and public holidays, is required from the Client for any field or laboratory services requested.

On prevailing wage projects, **Technician Time must be scheduled 72 hours in advance** so that we comply with CA DIR law. Client must provide correct DIR number for project when project is scheduled.

Signature: If your site supervisor is not on site to sign our Technician's Daily reports, our technicians will write "not on site" on all reports **UNLESS** you have made other arrangements in advance. If you want our technician to wait/find a signator (including going to another site or returning at another time), you will be charged for the time at our regular hourly rate.

Laboratory test rates do not include time & material cost of obtaining samples. Outside equipment/services, if applicable, will be billed on the basis of our cost plus 15%.

Rush Laboratory Results require written client approval for Laboratory Technician overtime rates.

Engineering reports (up to 5 copies) shall be billed on a time and material basis with a minimum charge of \$400.00. Additional copies will be furnished at a cost of \$0.60 per page, plus \$10.00 for binding.

Fees charged are for professional and technical services and are due upon presentation. If not paid within thirty (30) days of invoice, they are considered past due and a finance charge of 1½% per month will be added to the unpaid balance (18% annual percentage rate).

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

MEMORANDUM

TO: CITY COUNCIL

FROM: CITY ATTORNEY

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

DATE: JUNE 11, 2019

SUBJECT: BUDGET - DETERMINING ANNUAL APPROPRIATIONS, SPENDING LIMITS FOR FISCAL YEAR 2019-20, ADOPTION OF THE REVISED BUDGET FOR FISCAL YEAR 2019-20

Find attached the following:

1. Resolution authorizing the automatic appropriation of un-appropriated funds into the Fund Balance as specified by the Governmental Fund Balance Policy as of June 30, 2019. Article XIII.B (Gann) provides the total annual appropriation of each local government shall not exceed the appropriation limit of such entity for the prior year, adjusted for changes in cost of living, except as otherwise provided therein. The City, therefore, in preparing its budget must determine its appropriation limits in order to avoid some of the undesirable effects of Proposition 4 (Gann Initiative). One of the provisions of Article XIII.B as contained in XIII.B(2) is that revenues received by the City in excess of the annual amount appropriated in compliance with the Article during the fiscal year shall be returned by revisions of tax rate or fee schedules within the next two subsequent fiscal years. It is recommended that a resolution be adopted to reflect revisions, both as to budgeted revenues and expenditures, so the appropriations equal the actual revenues prior to consideration of the following.
2. Prior to adoption of the budget, it is recommended that the City, by separate resolution, determine its annual appropriation limit for the Fiscal Year 2019-20. Find attached a resolution making that determination.

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

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

Pursuant to XIII.B.8.10.5, the appropriation limit for fiscal year 1986-1987 in the amount of \$14,339,821 is the limit for appropriations for fiscal year beginning July 1, 2018, adjusted by the changes made since then as authorized therein.

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

1. Each year by resolution the City Council shall establish its appropriation limits for the following fiscal year, at either a regularly scheduled Council meeting or a noticed special meeting. Fifteen days prior to such meeting, documentation used in determination of the appropriation limit shall be available to the public (Section 7910). Find attached resolution making that determination.
2. Determination of the appropriation limit is a legislative act subject to judicial review (Section 7910).
3. For the 2019-20 fiscal year the appropriation limit shall equal the following (Section 7902[b]):
 - a. The appropriation limit for the 1986-1987 fiscal year (\$14,339,821) multiplied by the product of the change in cost of living, as defined in Paragraph (2) of subdivision (3) of Section 8 of Article XIII.B. of the California Constitution and the change in population of local jurisdiction for the calendar year preceding the beginning of the fiscal year for which the appropriation limit is to be determined, and adjusted for other changes required or permitted by Article XIII.B. of the California Constitution.
4. In determining "change of California per capita personal income," reference must be made to Section 7901(a), and "change in cost of living," Section 7901(b), and "change in population," Section 7901(c).
5. In determining whether revenue received is in excess of the amount appropriated (and, therefore, must be returned to the taxpayers by a revision of tax rates and fee schedules as specified in XIII.B.2) Section 7901(h) defines said revenues as follows: "Revenues means all tax revenues and the proceeds to a local jurisdiction or the state received from (1) regulatory licenses, user charges, and user fees to the extent that these proceeds exceed the costs reasonably borne by that entity in providing the regulation, product or service, and (2) the investment of tax revenues as described in subdivision (I) of Section 8 of Article XIII.B. For

a local jurisdiction, revenues and appropriations shall also include subventions as defined in Section 7903 to be money which is unrestricted by statute.”

6. Not later than May 1 of each year the State Department of Finance shall notify the City of changes in the cost of living or changes in the California per capita income, whichever is lesser, and the population for each local jurisdiction for the prior calendar year, and these figures shall be used in the computation (Section 7909).
7. The aforementioned computation shall be contained in or attached as a schedule to the Resolution adopted prior to June 30, 2019 (Section 7910).

In addition, attached is a Resolution which may be used to adopt the budget. This Resolution should be adopted after adoption of the aforementioned Resolutions and the public hearing establishing the annual appropriation limits for Fiscal Year 2019-20. In respect to adoption of the appropriation of funds for Fiscal Year 2018-19 and the budget for Fiscal Year 2019-20, please be further advised as follows:

1. Payroll warrants or checks need not be audited by the City Council prior to payment, provided the payroll is presented to the City Council for ratification and approval at the first meeting after delivery of the payroll warrants or checks. Warrants or checks drawn in payment of demands, certified or approved by the Director of Finance and Administrative Services as conforming to a budget approved by Resolution of the City Council, need not be audited by the City Council prior to payment if such warrants or checks are presented to the City Council for ratification and approval at the first meeting after delivery of the warrants or checks (Government Code Section 37208). The financial and accounting duties of the City Clerk have by ordinance been transferred to the Director of Finance and Administrative Services (LMC 3132). Approval of the budget by resolution will put into effect the aforementioned procedure, and checks or warrants of the City conforming to the budget may be drawn and paid by the Director of Finance and Administrative Services on the appropriate signature of the Mayor and/or Treasurer, provided the same are placed on the next Register of Demands for approval by the City Council.
2. Resolution approving the budget also appropriates funds for Fiscal Year 2019-20. Unless the City Council should otherwise direct, all projects therein set forth are authorized by the Resolution approving the budget and may be performed without further Council direction. Checks drawn in payment of demands arising therefrom, and certified by the Director of Finance and Administrative Services as conforming to the budget, need not be audited prior to payment, and shall be presented to the City Council for ratification and approval at the first meeting of the City Council after delivery of the checks (Section 37208).
3. Each City officer, department, board or commission, including the governing body of any special district or school district whose jurisdiction lies wholly or partly within the City and whose function includes recommending preparation of plans for or construction of major

public works, shall submit to the City Council a list of proposed public works recommended for planning initiation or construction during the fiscal year (Government Code Section 65401).

4. The Resolution approving the budget contains a provision authorizing the City Manager to proceed with specific projects enumerated in the budget. In addition, the Mayor is directed to execute all necessary contracts to carry out the foregoing. The purpose of this provision is to make sure the projects set forth in the budget are authorized and may be performed without further Council direction, unless otherwise required by law. For example, some projects and contracts may be awarded and proceeded on only following a public hearing before the City Council as required by law. Otherwise, where no such procedure or public hearing is required, or otherwise directed by the City Council, the Resolution enclosed authorizes the City Manager to arrange for the performance of any such projects enumerated in the budget.
5. In addition, Section 37110 of the Government Code authorizes the City Council to expend a sum not exceeding five percent (5%) of the money accruing to the General Fund in the fiscal year for music and promotion, including promotion of a sister city and town affiliation program. The Resolution approving the budget contains a finding in that regard, that the appropriations therein contained for promotion and music do not exceed five percent (5%) of the money accruing to the General Fund.
6. The Mayor is authorized to sign all warrants on the City Treasury and all written contracts and conveyances of the City, or in his absence, the Mayor Pro Tem (Gov. Code Section 40602). Therefore, where a project is authorized by the budget, the Mayor will execute the agreement, upon approval as to form by the City Attorney, without further Council approval. The City Council may, however, in any given case, direct otherwise. The City Council may by ordinance also authorize someone other than the Mayor to perform this function (Gov. Code Section 40602).
7. The Resolution also authorizes the City Manager to make transfers of budget appropriations between classifications and activities within funds. The purpose is to allow these transfers without frequent reference to the City Council for approval.

RESOLUTION NO. 2019-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE BUDGET FOR FISCAL YEAR 2018-19, AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2019

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

SECTION 1. The budget for the fiscal year ending June 30, 2019, is hereby amended to reflect that funds established and monies appropriated shall not be considered as restricted totally in their availability and use, and the amounts thereof may be adjusted between funds as necessary to serve the needs of the City.

SECTION 2. The budget heretofore adopted for the fiscal year ending June 30, 2019, is amended as provided herein.

SECTION 3. Any unencumbered appropriations in the General Fund at the close of business on June 30, 2019, including grant appropriations, shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Similarly, any un-appropriated balance in the General Fund at the close of business on June 30, 2019, is hereby appropriated into the Fund Balance as specified by the Governmental Fund Balance Policy. The revenue which will be recognized as a result of the carry forward of grant appropriations shall also be carried forward into Fiscal Year 2019-20 as budgeted revenues.

SECTION 4. Any unencumbered appropriations in any other Fund of the budget shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Any other un-appropriated balance in any other Fund of the budget at the close of business on June 30, 2019, is hereby appropriated therein to the Fund Balance as specified by the Governmental Fund Balance Policy.

SECTION 5. This Resolution shall be effective upon adoption.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD DETERMINING THE TOTAL ANNUAL
APPROPRIATION SUBJECT TO LIMITATION OF THE CITY
OF LAKEWOOD FOR THE FISCAL YEAR 2019-20

WHEREAS, the City Manager has prepared and submitted to the City Council a budget for the fiscal year commencing July 1, 2019; and

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

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

WHEREAS, the City of Lakewood has complied with all of the provisions of Article XIII.B and Government Code Section 7902 in determining the total annual appropriation subject to limitation for the Fiscal Year 2019-20.

SECTION 1. The City Council finds this Resolution and the schedules attached hereto as presented to it for adoption at a regular meeting of the City Council of the City of Lakewood on June 11, 2019, and that fifteen days prior to such meeting the documentation used in the determination of the appropriation limit was made available to public inspection.

SECTION 2. The total annual appropriations of the City of Lakewood subject to limitation as specified in Article XIII.B of the State Constitution for the Fiscal Year 2019-20, commencing July 1, 2019, as set forth on Exhibit A attached hereto and made a part hereof, is hereby fixed and determined to be \$35,024,682.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Gann Limit Calculation		2017-18	2018-19	2019-20
50300002-46407	Interfund	1,045,857.00	1,050,208.00	1,077,269
60200002-46407	Interfund	102,966.00	107,657.00	111,470
50100002-46408/10	Interfund	443,499.00	300,588.00	-
Total Interfund Revenue		<u>1,592,322.00</u>	<u>1,458,453.00</u>	<u>1,188,739.00</u>
Interfund Revenues		1,592,322.00	1,458,453.00	1,188,739.00
Other Revenues		(a) <u>31,418,926.00</u>	<u>34,879,356.00</u>	<u>30,756,648.00</u>
Total revenues less taxes & investment income		<u>33,011,248.00</u>	<u>36,337,809.00</u>	<u>31,945,387.00</u>
Tax-related revenues		<u>32,440,824.00</u>	<u>33,096,740.00</u>	<u>34,644,500.00</u>
Taxes subject to Gann Limit without interest		(b) <u>32,440,824.00</u>	<u>33,096,740.00</u>	<u>34,644,500.00</u>
Total Investment Earnings-all funds		<u>536,850.00</u>	<u>540,585.96</u>	<u>717,700.00</u>
Total Interest		<u>536,850.00</u>	<u>540,585.96</u>	<u>717,700.00</u>
Non-tax revenues		(a) <u>31,418,926.00</u>	<u>34,879,356.00</u>	<u>30,756,648.00</u>
Tax-related revenues		(b) <u>32,440,824.00</u>	<u>33,096,740.00</u>	<u>34,644,500.00</u>
Total revenues		<u>63,859,750.00</u>	<u>67,976,096.00</u>	<u>65,401,148.00</u>
Non-tax revenues		(a) <u>31,418,926.00</u>	<u>34,879,356.00</u>	<u>30,756,648.00</u>
Total revenues		<u>63,859,750.00</u>	<u>67,976,096.00</u>	<u>65,401,148.00</u>
% of Total		<u>0.4920</u>	<u>0.5131</u>	<u>0.4703</u>
Tax-related revenues		(b) <u>32,440,824.00</u>	<u>33,096,740.00</u>	<u>34,644,500.00</u>
Total revenues		<u>63,859,750.00</u>	<u>67,976,096.00</u>	<u>65,401,148.00</u>
% of Total		<u>0.5080</u>	<u>0.4869</u>	<u>0.5297</u>
Interest Revenue		<u>536,850.00</u>	<u>540,585.96</u>	<u>717,700.00</u>
Non tax related revenues rate		<u>0.4920</u>	<u>0.5131</u>	<u>0.4703</u>
Interest proceeds from non-tax revenues		<u>264,129.60</u>	<u>277,381.19</u>	<u>337,517.72</u>
Interest Revenue		<u>536,850.00</u>	<u>540,585.96</u>	<u>717,700.00</u>
Tax related revenues rate		<u>0.5080</u>	<u>0.4869</u>	<u>0.5297</u>
Interest proceeds from tax revenues		<u>272,720.40</u>	<u>263,204.77</u>	<u>380,182.28</u>
Interest proceeds from tax revenues		<u>272,720.40</u>	<u>263,204.77</u>	<u>380,182.28</u>
		(b) <u>32,440,824.00</u>	<u>33,096,740.00</u>	<u>34,644,500.00</u>
		<u>32,713,544.40</u>	<u>33,359,944.77</u>	<u>35,024,682.28</u>
Gann Limit (Using LA County Factor)		55,124,549.00	57,439,073.00	59,644,512.00
Proceeds subject to limit		32,713,544.00	33,359,945.00	35,024,682.00
		59.3%	58.1%	58.7%

RESOLUTION NO. 2019-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AMENDING THE BUDGET AND
APPROPRIATING REVENUE FOR FISCAL YEAR 2019-20

WHEREAS, the City Manager has prepared and submitted to the City Council a 2019-20 Revised Budget, for the fiscal year commencing July 1, 2019, and ending June 30, 2020; and

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

WHEREAS, the City Council held a public hearing on the 2019-20 Revised Budget, as modified, on June 11, 2019, where all interested persons were heard; and

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

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

SECTION 1. The revised budget for the City of Lakewood for the fiscal year July 1, 2019 through June 30, 2020, is hereby adopted totaling an appropriation in the sum of \$68,180,412.

SECTION 2. Said budget hereby adopted is the aforementioned Revised Budget prepared by the City Manager, and as amended by the City Council, entitled " Revised Budget 2019-20, City of Lakewood, California," incorporated herein as though set forth in full. Said budget is hereby adopted as the Budget of the City of Lakewood for 2019-20 fiscal years, and shall remain in full force and effect until amended or modified by the City Council.

SECTION 3. The sums of money therein set forth are hereby appropriated from the revenues of the City to the departments, functions and funds therein set forth for expenditure during Fiscal Year 2019-20.

SECTION 4. The City Council hereby finds and determines that the sums of money appropriated therein for promotion and music do not exceed five percent (5%) of the money accruing to the General Fund for Fiscal Year 2019-20.

SECTION 5. The City Manager is hereby authorized and directed to arrange for the performance in accordance with the terms and provisions of law, of all specific projects enumerated in said budget, and the Mayor is directed to execute all necessary contracts to carry out the same.

SECTION 6. The City Manager shall have authority to incur obligations and enter into contracts for not to exceed twenty thousand dollars (\$20,000) without prior approval of the Council, provided that such expenditures are consistent with the budget and purchasing policy.

SECTION 7. The City Manager is authorized to make transfers of budget appropriations between classifications and activities within a fund.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective July 1, 2019.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DIRECTOR OF ADMINISTRATIVE SERVICES TO CERTIFY TO CITY LIGHT AND POWER LAKEWOOD, INC., THAT BASIC FEE PAYMENTS HAVE BEEN INCLUDED IN THE BUDGET

WHEREAS, the City Council by Minute Order on March 24, 2015, entered into an agreement for Photovoltaic System maintenance by City Light and Power Lakewood, Inc.; and

WHEREAS, the City, in Section 2.05 of said Agreement, covenanted to take certain action as necessary to include in the budget, effective July 1 of each year during the term of the Agreement, an appropriation for all basic fee payments; and

WHEREAS, the City Council finds that there are lawful available funds, after considering all of the other obligations and anticipated revenues of the City effective July 1, 2019, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2019-20.

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

SECTION 1. The Director of Finance and Administrative Services is hereby directed to furnish City Light and Power Lakewood, Inc., and its Qualified Lienholder, or successors, not later than twenty (20) days following the adoption of the budget, a certificate of the City of Lakewood that the basic fee payments due in the Fiscal Year 2019-20 have been included in the budget approved by the City Council.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO CERTIFY TO CITY LIGHT AND POWER LAKEWOOD, INC., THAT BASIC FEE PAYMENTS HAVE BEEN INCLUDED IN THE BUDGET

WHEREAS, the City Council by Resolution No. 97-107 on November 12, 1997, entered into an agreement for street lighting maintenance by City Light and Power Lakewood, Inc.; and

WHEREAS, the City, in Paragraph 2 of said Agreement, covenanted to take certain action as necessary to include in the budget, effective July 1 of each year during the term of the Agreement, an appropriation for all basic fee payments; and

WHEREAS, the City Council finds that there are lawful available funds, after considering all of the other obligations and anticipated revenues of the City effective July 1, 2019, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2019-20.

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

SECTION 1. The Director of Finance and Administrative Services is hereby directed to furnish City Light and Power Lakewood, Inc., and its Qualified Lienholder, or successors, not later than twenty (20) days following the adoption of the budget, a certificate of the City of Lakewood that the basic fee payments due in the Fiscal Year 2019-20 have been included in the budget approved by the City Council.

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

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: ABC Unified School District Community Recreation Program

INTRODUCTION

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

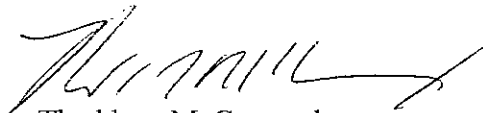
STATEMENT OF FACT

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

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for the period of July 1, 2019 to June 30, 2020.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

RESOLUTION NO. 2019-19

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

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

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

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

WHEREAS, the City and District desire to renew said community recreation program for the current fiscal year commencing July 1, 2019 and ending June 30, 2020 subject to the terms and provisions of said agreement, and as hereinafter provided.

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

SECTION 1. District Approval Required

This resolution is subject to approval of the governing board of the ABC Unified School District, and shall not be effective for any purpose until approved by such governing board.

SECTION 2. Community Recreation and Joint Powers Agreement to Govern

Upon acceptance and approval of this resolution by the governing board of the District, the agreement entitled "Agreement - Community Relation Program - Joint Exercise of Powers," dated February 13, 1973, shall govern the term and provisions of this Community Recreation Program, except as otherwise provided in this resolution.

SECTION 3. City's Community Recreation Program

A Community Recreation Program shall be conducted by the City on the following land, buildings and facilities of the District, and during the following items:

Any and all land, buildings and facilities at Palms Elementary School, and at any time, subject to approval of the District.

SECTION 4. District's Recreation Program

A Community Recreation Program shall be conducted by the District on the following land, facilities and buildings of the City during the following times:

Any and all land, buildings and facilities at Palms Park, and at any time, subject to approval of the City.

SECTION 5. Fees and Charges

The City reserves the right to recover part of its expenses of said Community Recreation Program, such as field trips, etc. through the collection of fees from participants. The amount of said fees shall be determined by the City, but shall be reasonable enough to encourage rather than discourage participation in the Community Relation Program. All monies so collected shall remain the property of the City.

SECTION 6. Term

This resolution and the services hereunder shall be effective July 1, 2019 and ending June 30, 2020, and shall be subject to earlier termination as provided in the aforementioned agreement.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

APPROVAL BY ABC UNIFIED SCHOOL DISTRICT

The aforementioned resolution was approved by the governing board of the ABC Unified School District, at a meeting thereof held on _____, and entered into the minutes of said meeting.

Dated: _____

Clerk of the Board

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Community Family Guidance Center Agreement

INTRODUCTION

The City of Lakewood has had a long-time partnership with the Community Family Guidance Center to provide counseling services for families and juvenile residents of the City of Lakewood.

STATEMENT OF FACT

Community Family Guidance Center has been at the forefront of child abuse prevention and treatment in southeast Los Angeles County since 1978.


The city entered into an agreement with Community Family Guidance Center in 1995. The city is desirous of continuing to contract with Community Family Guidance Center for performing counseling services for families and juvenile residents of the City of Lakewood and believes that providing counseling services to children, parents, and families is a public purpose, and serves the general welfare and benefit of the public.

The city has allocated the sum of \$9,000.00 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with Community Family Guidance Center to provide counseling services to the residents of Lakewood for the period of July 1, 2019 to June 30, 2020.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and COMMUNITY FAMILY GUIDANCE CENTER a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described counseling services for children, parents and families of the City of Lakewood; and

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

WHEREAS, the GRANTEE has allocated \$9,000 in the 2019-2020 Budget for the purpose of providing mental health, child abuse treatment and prevention, case management, and other counseling services to residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing counseling services to children and, parents and families for Lakewood residents is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2019 and ending June 30, 2020. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 –Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$9,000 to Community Family Guidance to provide mental health services to alleviate the trauma of child abuse and mental illness to 90 individuals between July 1, 2019 and June 30, 2020.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2019 and ending June 30, 2020, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2020. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$9,000.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$750.00 per month, or \$9,000.00 for fiscal year 2019-2020. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are

received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal

property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2019-2020.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other

documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT’s obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties

as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract, GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;

- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42,

respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract.

Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000 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 the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE.

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Community Family Guidance Center
10929 South Street, Suite 208B
Cerritos, CA 90703

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

CITY OF LAKEWOOD

Mayor

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

COMMUNITY FAMILY GUIDANCE
CENTER

By _____

Title

RESOLUTION NO. 2019-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND COMMUNITY FAMILY GUIDANCE CENTER PROVIDING COUNSELING SERVICES FOR FAMILIES AND JUVENILE RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2019-2020

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 City; and

WHEREAS, the City Council has determined that providing counseling services for families and juvenile residents is a public purpose and for general welfare and public benefit;

WHEREAS, the City has allocated \$9,000 in the 2019-2020 budget for the purpose of providing intake and assessment, individual therapy for children and parents, group therapy, family therapy, parent education classes, and other counseling services to residents of the City;

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and Community Family Guidance Center, a non-profit corporation, for counseling services for families and juvenile residents of the City of Lakewood is hereby renewed for the fiscal year 2019-2020, commencing July 1, 2019 and ending June 30, 2020.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by the Community Family Guidance Center.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

ACCEPTANCE BY COMMUNITY FAMILY GUIDANCE CENTER

THE UNDERSIGNED, being the _____ of COMMUNITY FAMILY GUIDANCE CENTER, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Community Family Guidance Center, and that Community Family Guidance Center, does hereby agree to the extension of said agreement for the fiscal year 2019-2020 as set forth in said agreement and this resolution.

COMMUNITY FAMILY GUIDANCE CENTER

By _____

Title _____

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Human Services Association Agreement

INTRODUCTION

The City of Lakewood has had a long-time partnership with Human Services Association to provide senior citizen congregate and home delivered meals at the Weingart Senior Center. These services assist senior residents to maintain a suitable living environment and to help them to remain in their homes and sustain a safe and manageable level of nutritional health in order to prevent institutionalization.

STATEMENT OF FACT

Founded in 1940, Human Services Association is a community based agency providing a wide range of social services to residents of southeast Los Angeles County.

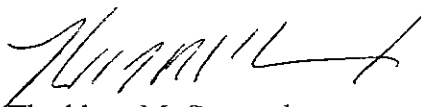
The city entered into an agreement with Human Services Association in 2007. The city is desirous of continuing to contract with the Human Services Association for providing congregate meals to frail and isolated senior citizens.

The city has allocated the sum of \$9,000 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with the Human Services Association to provide congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2019 to June 30, 2020.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and HUMAN SERVICES ASSOCIATION a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described congregate meals to frail and isolated senior citizens of the City of Lakewood; and

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

WHEREAS, the GRANTEE has allocated \$9,000 in the 2019-2020 Budget for the purpose of providing congregate meals frail and isolated senior citizens of the City of Lakewood; and

WHEREAS, the City Council has determined that providing congregate meals to frail and isolated Lakewood senior citizens is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2019 and ending June 30, 2020. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 –Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$9,000 to Human Services Association to provide 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, 2019 and June 30, 2020.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2019 and ending June 30, 2020, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2020. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$9,000.00. 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 the SUBRECIPIENT a maximum of \$5.00 for each unit of service provided by the SUBRECIPIENT, including labor, materials, supplies and equipment in supplying said services. It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$750.00 per month, or \$9,000.00 for fiscal year 2019-2020. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of

four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2019-2020.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT'S obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE

uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract, GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;

- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and

use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of

California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits,

provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000 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 the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

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

SUBRECIPIENT: Human Services Association
6800 Florence Avenue
Bell Gardens, CA 90201

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

CITY OF LAKEWOOD

Mayor

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

HUMAN SERVICES ASSOCIATION

By _____

Title

RESOLUTION NO. 2019-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RENEWING THE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE HUMAN SERVICES ASSOCIATION (HSA) TO PROVIDE SERVICES FOR SENIOR ADULT RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2019-2020

WHEREAS, the City is desirous of contracting with the Human Services Association for providing services for senior adult residents of the City of Lakewood, including congregate and home delivered meals; and

WHEREAS, the Human Services Association possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City has allocated the sum of \$9,000 in the 2019-2020 budget for this service;

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and the Human Services Association, a community non-profit corporation, that will provide services, including congregate home delivered meals for senior residents of the City of Lakewood is hereby renewed for the fiscal year 2019-2020, commencing July 1, 2019 and ending June 30, 2020.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by Human Services Association.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

ACCEPTANCE BY HUMAN SERVICES ASSOCIATION

THE UNDERSIGNED, being the _____ of the HUMAN SERVICES ASSOCIATION, a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the HUMAN SERVICES ASSOCIATION, and that the HUMAN SERVICES ASSOCIATION, does hereby agree to the extension of said agreement for the fiscal year 2019-2020 as set forth in said agreement and this resolution.

HUMAN SERVICES ASSOCIATION

By _____

Title _____

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Lakewood Meals on Wheels Agreement

INTRODUCTION

The City of Lakewood has had a partnership with Lakewood Meals on Wheels since 1975. Lakewood Meals on Wheels provides home delivery of nutritional meals to the elderly, handicapped and convalescing, thereby reducing or eliminating the need for premature or prolonged institutionalization.

STATEMENT OF FACT

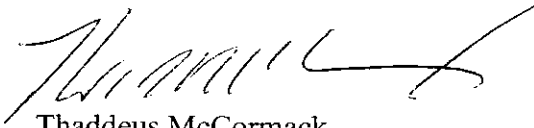
The city entered into an agreement with Lakewood Meals on Wheels in 1995 and the city has determined that providing subsidized meals to Lakewood residents unable to afford to pay and to reimburse volunteer drivers for mileage is a public purpose, and for the general welfare and public benefit. The city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

The city has allocated the sum of \$10,500.00 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with Lakewood Meals on Wheels to provide services to the residents of Lakewood for the period of July 1, 2019 to June 30, 2020.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "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 the Subrecipient for the performance of hereinafter described home delivered meals to frail residents of the City of Lakewood; and

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

WHEREAS, the GRANTEE has allocated \$10,500 in the 2019-2020 Budget for the purpose of providing home delivered meals to frail residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing home delivered meals to frail residents is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2019 and ending June 30, 2020. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 – Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$10,500 to Meals on Wheels to help a minimum of 110 frail residents remain in their homes by providing home delivered meals between July 1, 2019 and June 30, 2020.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2019 and ending June 30, 2020, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2020. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$10,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$875.00 per month, or \$10,500.00 for fiscal year 2010-2020. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are

received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal

property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2019-2020.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other

documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT’s obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties

as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract, GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;

- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42,

respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract.

Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000 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 the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE.

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

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

City Attorney

ATTEST:

City Clerk

LAKWOOD MEALS ON WHEELS

By _____

Title

RESOLUTION NO. 2019-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE
CITY OF LAKEWOOD AND LAKEWOOD MEALS ON
WHEELS FOR THE FISCAL YEAR 2019-2020

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; and

WHEREAS, the City Council for the fiscal year 2019-2020 budgeted \$10,500 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 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, is hereby renewed for the fiscal year 2019-2020 commencing July 1, 2019 and ending June 30, 2020.

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 11TH DAY OF JUNE, 2019.

Mayor

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 2019-2020 as set forth in said agreement and this resolution.

LAKEWOOD MEALS ON WHEELS

By _____

Title _____

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Pathways Volunteer Hospice Agreement

INTRODUCTION

The City of Lakewood has had a long-time partnership with Pathways Volunteer Hospice to provide services to terminally ill residents of the City of Lakewood and support services to their family members.

STATEMENT OF FACT

Pathways Volunteer Hospice is a non-profit organization dedicated to providing service to the terminally ill and providing compassionate support to grieving families since 1985.

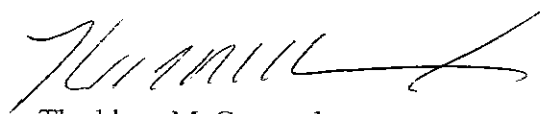
The city entered into an agreement with Pathways Volunteer Hospice in 1995 and the city has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and serves the general welfare and public benefit. The city is desirous of continuing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

The city has allocated the sum of \$9,000.00 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with Pathways Volunteer Hospice to provide services to the residents of Lakewood for the period of July 1, 2019 to June 30, 2020.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the "GRANTEE," and PATHWAYS VOLUNTEER HOSPICE a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues to residents of the City of Lakewood; and

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

WHEREAS, the GRANTEE has allocated \$9,000 in the 2019-2020 Budget for the purpose of providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues to residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

The SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2019 and ending June 30, 2020. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

The SUBRECIPIENT shall carry out the activities to complete the project as described in EXHIBIT 1 –Scope of Services/Performance Measurement and as follows:

(1) Description of Work:

The GRANTEE has allocated \$9,000 to Pathways Volunteer Hospice to provide free direct client services to a minimum of 30 individuals facing end of life, aging, and/or bereavement issues between July 1, 2019 and June 30, 2020.

B. National Objectives

The SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the CDBG Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

The SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2019 and ending June 30, 2020, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of the City Council and approved by the SUBRECIPIENT.

The SUBRECIPIENT shall complete the project no later than June 30, 2020. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

In performing this Agreement, the Subrecipient agrees to provide said services for those residents of the City of Lakewood who should be in need of the same and at the same level of service that it provides in other communities. To facilitate the performance of this Agreement, it is agreed that SUBRECIPIENT shall have the full cooperation and assistance from the GRANTEE, its officers, agents and employees.

4. PERFORMANCE BY SUBRECIPIENT

The Subrecipient shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. No person employed in the performance of said services and functions by the SUBRECIPIENT shall be considered a GRANTEE employee, and no such person shall have any GRANTEE pension, employee status, right to compensation or benefits. The GRANTEE shall not be called upon to assume any liability for the direct payment of the salary, wage or other compensation to any personnel of the SUBRECIPIENT performing services hereunder, nor shall the GRANTEE be liable for compensation or indemnity to any SUBRECIPIENT employee for injury or sickness arising out of his or her employment.

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$9,000.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$750.00 per month, or \$9,000.00 for fiscal year 2019-2020. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract. Funds allocated pursuant to this Contract shall be used exclusively for costs included in SUBRECIPIENT project budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

6. REVENUE DISCLOSURE REQUIREMENT

SUBRECIPIENT shall file with GRANTEE, as part of the Budget Summary, attached hereto as EXHIBIT 2, a written statement listing all revenue received, or expected to be received, by SUBRECIPIENT from Federal, State, City, or County of Los Angeles sources, or other governmental or private agencies, and applied or expected to offset in whole or in part any of the costs incurred by SUBRECIPIENT in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project which is the subject of this Contract. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every agency to each such project and the full name and address of each such agency. During the term of this Contract, SUBRECIPIENT shall prepare and file a similar written statement each time it receives funding from any agency which is in addition to that revenue disclosed in SUBRECIPIENT initial revenue disclosure statement hereunder. Such statement shall be filed with GRANTEE within fifteen (15) calendar days following receipt of such additional funding. SUBRECIPIENT shall make available for inspection and audit to GRANTEE representatives, upon request, at any time during the duration of this Contract and during a period of four (4) years thereafter, all of its books and records relating to the operation by it of each project which is funded in whole or in part with governmental monies, whether or not such monies are

received through GRANTEE. All such books and records shall be maintained by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the requirements of this section of the Contract shall constitute a material breach of contract upon which GRANTEE may cancel, terminate, or suspend this Contract.

7. JOINT FUNDING AND COST ALLOCATION PLAN

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

8. FISCAL LIMITATIONS

The United States Government through HUD may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, GRANTEE reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. Where GRANTEE has reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of SUBRECIPIENT, GRANTEE may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days notice to SUBRECIPIENT of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by GRANTEE affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

9. NONEXPENDABLE PROPERTY

Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of five hundred (\$500) dollars or more per unit. A record of inventory shall be maintained for each item of nonexpendable property acquired for this program with CDBG funds. This inventory record shall be provided to GRANTEE upon request. Nonexpendable property shall include tangible personal property, including but not limited to computer equipment, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposal of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of GRANTEE and otherwise comply with all applicable laws and regulations. Upon termination of this Contract, GRANTEE reserves the right to determine the final disposition of said nonexpendable property acquired for this program with CDBG funds, including funds derived there from. Said disposition may include GRANTEE taking possession and title of said nonexpendable property

10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal

property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of the GRANTEE.

11. PROCUREMENT

SUBRECIPIENT shall procure all supplies and other expendable property, equipment, real property, or other services in accordance with the procurement standards of OMB Circular Part 200 Subparts C and D.

12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

13. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUND RAISING ACTIVITIES

SUBRECIPIENT certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fund raising activities.

14. PROGRAM INCOME

At the end of the program year, GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs).

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2019-2020.

When the SUBRECIPIENT retains program income, transfers of grant funds by the GRANTEE to the SUBRECIPIENT shall be disposed of as follows:

Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity

Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.

15. MONITORING

GRANTEE will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned project has been implemented and measurable goals achieved. Authorized representatives of GRANTEE and HUD shall have the right of access to all facilities operated by SUBRECIPIENT under this Contract. Facilities include all files, records, and other

documents related to the performance of this Contract. SUBRECIPIENT will permit on-site inspection by GRANTEE and HUD representatives.

Substandard performance as determined by the GRANTEE will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, Contract suspension or termination procedures will be initiated.

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR Part 570.502, and OMB Circular Part 200 Subparts C and D; and
7. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

B. Record Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Contract for a period of four (4) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

C. Disclosure

The SUBRECIPIENT understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the GRANTEE'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 25 CFR Parts 570.503(b)(8), as applicable.

E. Close-Outs

The SUBRECIPIENT’s obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets including the return of all unused material, equipment, unspent cash advances, program income balances, and accounts receivable to the GRANTEE, and determining the custodianship of records.

F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS). Said audit shall be conducted for the term of this Contract. When SUBRECIPIENT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular Part 200 Subpart F.

SUBRECIPIENT shall submit a copy of the audit report to GRANTEE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, SUBRECIPIENT shall provide to GRANTEE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. GRANTEE, or HUD, may make additional audits or reviews, as necessary, to carry out the responsibilities of SUBRECIPIENT under local, State or Federal laws and regulations. SUBRECIPIENT agrees to cooperate fully with all persons conducting said additional audits or reviews. GRANTEE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of SUBRECIPIENT.

If indications of misappropriation or misapplication of the funds of this Contract cause GRANTEE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should GRANTEE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. SUBRECIPIENT shall reimburse all misappropriation or misapplication of funds to GRANTEE. In the event GRANTEE uses the judicial system to recover misappropriated or misapplied funds, SUBRECIPIENT shall reimburse GRANTEE legal fees and court costs in addition to awards.

17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties

as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

GRANTEE may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract project or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. If SUBRECIPIENT materially fails to comply with any term of this Contract, GRANTEE may take one or more of the actions provided under federal regulation at OMB Circular Part 200 subparts C and D, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, and other remedies that are legally available.

18. REVERSION OF ASSETS

Upon Contract termination SUBRECIPIENT shall transfer to GRANTEE any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also, any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the National Objectives in 24 CFR Part 570.208 until five years after expiration of this Contract, or such longer period of time as determined by the GRANTEE, or
- B. Is disposed in a manner which results in the GRANTEE being reimbursed in an amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph a. above.

19. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

SUBRECIPIENT agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;

- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.

C. 24 CFR Part 570.603 – Labor Standards

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.

D. 24 CFR Part 570.604 - Environmental Standards

For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.

E. 24 CFR Part 570.605 - National Flood Insurance Program

Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.

F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements

The general policy for minimizing displacement shall be implemented pursuant to this Part.

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

H. 24 CFR Part 570.608 – Lead Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

I. 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Subrecipients.

The requirements set forth in 24 CFR Part 5 apply to this program.

J. 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles

The GRANTEE, its agencies or instrumentalities, and SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42,

respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

The Executive Order applies to SUBRECIPIENT program only where the proposed use funds is for the planning or construction (reconstruction or installation) of water or sewer facilities. GRANTEE is responsible to initiate the Executive Order Process for activities subject to review.

M. 24 CFR Part 560.613 – Eligibility Restrictions for Certain Resident Aliens

Certain newly legalized aliens, as described in 24 CFR Part 49, are restricted from applying for benefits under the GRANTEE's CDBG program. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of the regulation. Compliance can be accomplished by obtaining certification as provided in 24 CFR Part 49.20. However, pursuant to interim guidance on published in the Federal Register by the Department of Justice on November 17, 1997, nonprofit, charitable organizations are exempt from these provisions.

N. 24 CFR Part 560.614 – Compliance with the Architectural Barriers Act and Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, SUBRECIPIENT shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

SUBRECIPIENT shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and GRANTEE laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

A. Affirmative Action

1. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

2. Small, Minority and Women-owned Business Enterprise

The SUBRECIPIENT will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract.

Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Contract, or as a result of any alleged breach of any provision of this Contract, the prevailing Party in such suit or proceeding shall be entitled to recover cost and expenses, including reasonable attorney's fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

25. HOLD HARMLESS

SUBRECIPIENT agrees to indemnify, defend and hold harmless GRANTEE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from SUBRECIPIENT acts, errors or omissions and for any costs or expenses incurred by GRANTEE on account of any claim therefore, except where such indemnification is prohibited by law. SUBRECIPIENT shall promptly notify GRANTEE in writing of the occurrence of any such claims, actions, losses, damages, and/or liability.

26. INDEMNIFICATION

SUBRECIPIENT shall indemnify and hold harmless GRANTEE against any liability, claims, losses, demands, and actions incurred by GRANTEE as a result of the determination by HUD or its successor that activities undertaken by SUBRECIPIENT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to SUBRECIPIENT under this Contract were improperly expended.

27. INSURANCE REQUIREMENTS

Without in any way affecting the indemnity herein provided and in addition thereto, SUBRECIPIENT shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million (\$1,000,000) dollars.

C. Additional Named Insurance

All Comprehensive General and Automobile Liability policies, shall contain additional endorsements naming GRANTEE and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by GRANTEE.

E. Proof of Coverage

SUBRECIPIENT shall immediately furnish certificates of insurance to GRANTEE evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to GRANTEE and SUBRECIPIENT shall maintain such insurance from the time SUBRECIPIENT commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, SUBRECIPIENT shall furnish certified copies of the policies and all endorsements. SUBRECIPIENT shall complete and submit Insurance Inventory, attached hereto as EXHIBIT 3, along with the above required insurance documents.

F. Insurance Review

The above insurance requirements are subject to periodic review by GRANTEE. The GRANTEE'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of GRANTEE. In addition, if the risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against GRANTEE, inflation or any other item reasonably related to the GRANTEE'S risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 570.604 and the following requirements insofar as they apply to the performance of this Contract:

A. Clean Air and Water

In accordance with the requirements of 24 CFR Part 85.36(i)(12) and federal law, SUBRECIPIENT shall comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act (42 U.S.C. 1857h-4 transferred to 42 U.S.C. 7607, Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Clean Air Act and the Federal Water Pollution Control Act), and Environmental Protection Agency Regulations (40 CFR Part 15), on all contracts, subcontracts, and subgrants in excess of \$100,000.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) and 24 CFR Part 570.605, the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations in 24 CFR Part 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirement set forth in the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

29. LABOR STANDARDS

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall agree to submit documentation provided by the GRANTEE which demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPIENT agrees that, all general contractors or subcontractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

30. SECTION 3

A. Compliance

For federal assistance in excess of \$200,000 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 the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. Section 3 Clauses

The SUBRECIPIENT further agrees to comply with the Section 3 clauses below and to include the following language verbatim in all subcontracts executed under this contract:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

31. COMPLIANCE WITH LAWS

All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the ACT; 24 Code of Federal Regulations, Part 570 and Part 85, and U.S. Office of Management and Budget Circulars A-87, A-110, A-122, A-128 and A-133.

32. LOBBYING

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The SUBRECIPIENT certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." in accordance with its instructions;

C. It will require that the language of this certification be included in any award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

33. TERMINATION

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written notice thereof. In the event of termination, the Grantee shall pay the SUBRECIPIENT the total value of said services to the final date of termination computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration.

34. ASSIGNMENT

SUBRECIPIENT shall not assign this Agreement or the performance, thereof, nor any part thereof, nor any monies due hereunder, without the prior written consent of the GRANTEE.

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Pathways Volunteer Hospice
4645 Woodruff Avenue
Lakewood, CA 90713

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

CITY OF LAKEWOOD

Mayor

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

PATHWAYS VOLUNTEER HOSPICE

By _____

Title

RESOLUTION NO. 2019-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE PATHWAYS VOLUNTEER HOSPICE, INC. PROVIDING SERVICES FOR TERMINALLY ILL RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2019-2020

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

WHEREAS, Pathways Hospice possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City Council has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and for the general welfare and public benefit;

WHEREAS, the GRANTEE has allocated \$9,000.00 in the 2019-2020 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 is hereby renewed for the fiscal year 2019-2020, commencing July 1, 2019 and ending June 30, 2020.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by Pathways Volunteer Hospice, Inc.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

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 2019-2020 as set forth in said agreement and this resolution.

PATHWAYS VOLUNTEER HOSPICE, INC.

By _____

Title _____

COUNCIL AGENDA
June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Lakewood Meals on Wheels Rental, Inc. (M.O.W) Agreement

INTRODUCTION

Lakewood Meals on Wheels, Inc. (M.O.W.) provides program services for home delivery of nutritional meals for elderly and disabled residents throughout Lakewood and operates both meal preparation and program administration at the Burns Community Center.

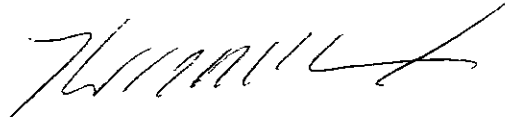
STATEMENT OF FACT

Founded in 1975, M.O.W. is a California nonprofit corporation organized for the purpose of providing home delivery of nutritional meals to the disabled, homebound aged and chronically or temporarily ill residents of Lakewood, thereby reducing or eliminating the need for premature or prolonged institutionalization. The program operates Monday through Friday, 8:30 a.m. to 4 p.m. and prepares an average of 55 meals per day for delivery. Over 100 M.O.W. volunteers prepare and deliver the meals to residents each week. M.O.W. has consistently met the City's standards for a quality home delivery program and has been a responsible tenant and good partner in the community.

RECOMMENDATION

Staff recommends that the City Council approve the agreement with M.O.W. to conduct their home delivery program at the Burns Community Center for the period of July 1, 2019 to June 30, 2024.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

RECREATION AGREEMENT
WITH
LAKEWOOD MEALS ON WHEELS

THIS AGREEMENT is made and entered into as of July 1, 2019 by and between the CITY OF LAKEWOOD, a municipal corporation (the "City"), and LAKEWOOD MEALS ON WHEELS, a nonprofit corporation, whose address is 5510 Clark Ave., Lakewood, CA (M.O.W.).

WITNESSETH:

WHEREAS, the City owns and operates the William J. Burns Community Center at 5510 Clark Ave., Lakewood, CA, (the "Property"), for community service and recreational purposes; and

WHEREAS, M.O.W. is a California nonprofit corporation organized for the purpose of providing home delivery of nutritional meals to the elderly, handicapped and convalescing residents of Lakewood, thereby reducing or eliminating the need for premature or prolonged institutionalization; and

WHEREAS, since 1975 M.O.W. has conducted its program operation at the Burns Community Center, for such purpose.

NOW THEREFORE, the parties hereto covenant and agree as follows:

1. This Agreement shall be effective on July 1, 2019 and shall remain in effect for five years ending June 30, 2024, but may be terminated by either party by giving thirty days written notice to the other party. The parties may agree to modify this Agreement at anytime by written amendment.
2. The City does hereby grant to M.O.W. the right and privilege to conduct, maintain and operate within that portion of the Property, as depicted on Exhibit "A", attached hereto, one office space and the kitchen space.
3. M.O.W. shall provide all personnel, supplies and equipment necessary for the purpose of conducting its program, including refrigerator, freezer, and microwave, and M.O.W. shall observe and comply with all applicable rules, regulations and laws now in effect or which

may be enacted during the term of this Agreement by the City, Los Angeles County, State of California, and the Federal Government.

4. M.O.W. shall also provide all office equipment needed to conduct its program including computers and office furnishings to be used on the Premises in room 125.
5. The Premises shall be used only for program purposes of M.O.W., and shall not be used for any other services or activities that are not of a community nature or of general public benefit. M.O.W. shall not sublet the Premises, or any portion thereof, to anyone, and M.O.W. shall not assign any of its responsibilities pursuant to this Agreement without the prior, written consent of the City.
6. M.O.W. shall have reasonable and necessary right of access to said premises and said right of access shall include the right to use the doors, hallways and grounds, and other contained shall be deemed to give or grant to M.O.W. the right or privilege to occupy any other portion of the Property or the right to use any other portion of the Property other than those portions of the building and grounds necessary for the purpose of parking, ingress and egress and appurtenant to the occupancy of the Premises.
7. M.O.W. shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable attorney's fees and costs to the extent same are caused by any negligent or wrongful act, error of omission of M.O.W., its officers, agents, employees of M.O.W. in the performance of professional services under this Agreement.
8. M.O.W. covenants and agrees to maintain during the term of this Agreement a policy of liability insurance insuring M.O.W. and the City from liability for each occurrence \$1,000,000; general aggregate \$2,000,000; commercial auto liability as broad as \$1,000,000 (per accident); products/comp ops aggregate \$1,000,000. A certificate of insurance shall remain on file with City Clerk's office of the City of Lakewood. All insurance required by this section shall apply on a primary basis. M.O.W. agrees that it will not cancel or reduce said insurance coverage. M.O.W. agrees that if it does not keep the aforesaid insurance in full force and effect City may immediately terminate this Agreement.
9. M.O.W. certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

10. In the performance of this agreement, Contractor shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.
11. The City shall not be responsible for damages to any property of M.O.W. located on the Premises, or for damages to property or injury to anyone which may arise from or be incident to the use and occupation of said premises by M.O.W., or for damages to the property or injuries to the personnel of M.O.W., its volunteers, or others who may be on the Premises at its invitation or the invitation of any one of them.
12. M.O.W. shall at all times be responsible for the planning and operation of the program and the City's participation therein is only that of the landlord as herein provided. City shall not be responsible for any costs and charges incurred in the conducting of said program when due and owing.
13. No person employed by M.O.W. in the performance of the program shall be deemed a City employee.
14. M.O.W. agrees that it shall not discriminate against any person or persons because of race, creed, color, or national origin.
15. M.O.W. shall not use any of the profits from the program for any personal gain, but must use the same only for authorized and recognized activities of M.O.W..
16. The City shall provide ground maintenance services and custodial maintenance services as set forth in the City's Custodial Maintenance Specifications. Should additional contract custodial maintenance services be retained by M.O.W. the City must approve the contractor. The City agrees to maintain the Premises at the same level and standard as it maintains the remainder of the Property as detailed in Exhibit "B." M.O.W., however, covenants and agrees to keep the Premises in a reasonable clean and satisfactory condition and not to deposit or accumulate on said premises any accumulation of garbage, trash, waste, refuse, or other debris.
17. The City shall provide utility services including water, gas, electrical and telephone. The City shall also provide business postage and access to photo copying as approved by the City. Internet service will also be provided by the City with reimbursement from M.O.W. on a monthly basis. The City shall also provide basic maintenance of the M.O.W. kitchen equipment including refrigerator, freezer, steam table, and microwave. M.O.W. will be responsible for all other maintenance or repairs and the cleaning of said equipment. M.O.W. shall adhere to a daily and monthly cleaning schedule, as agreed upon by the City.

18. Nothing herein contained shall be construed as giving M.O.W. any right, title or interest in the land or the Property of the City or the equipment installed or provided by the City. Partitions or improvements or fixtures installed by M.O.W. shall belong to the City and may not be removed by M.O.W. The City shall replace, repair and maintain all fixed equipment. "Fixed equipment" is identified as equipment that is permanent and remains on the premises if contract is terminated.
19. M.O.W. shall not make any general alterations or material additions or construct any improvements or remove any improvements on the Premises without first submitting detailed plans or drawings to the Director of Recreation and Community Services and thereafter obtaining written approval. All such alterations, additions and improvements shall be done at the sole charge and responsibility of M.O.W. shall protect the Premises and any building or improvement located thereon from any lien or charge whatsoever by reason of said alterations of improvements or additions. Any alterations must comply with all applicable building laws and regulations, and shall require proper permits from the city.
20. The City shall provide a meeting space for M.O.W. meetings with advance notice to the City; room permit will be done to reserve space.
21. M.O.W. shall be responsible for any damage that may be caused to City property by the activities of M.O.W. under this agreement.
22. The right is hereby reserved by the City, its officers, agents and employees, to enter upon the Premises at any time for such purposes as may be deemed necessary, including inspection or for the purposes of enforcing any term or provision of this Agreement.
23. In the event M.O.W. should default in the performance of any material condition or covenant of this Agreement, the City may elect to terminate this Agreement immediately upon giving notice to M.O.W., and M.O.W. shall vacate the premises not later than five (5) days thereafter. M.O.W. shall remove all M.O.W. property from the Premises and restore the Premises to a condition satisfactory to the City.
24. All notices to be given pursuant to this Agreement shall be addressed as follows:

TO THE CITY:

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

TO MEALS ON WHEELS:

Executive Director
Meals on Wheels

5510 Clark Ave.
Lakewood, California, 90712.

25. This Agreement constitutes the entire Agreement between parties regarding the subject matter hereof, and supersedes any and all prior Agreements between the parties, whether written or oral.

Intending to be legally bound, the parties have executed this Agreement, below, as of the date first set forth above.

CITY OF LAKEWOOD,
a municipal corporation

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

MEALS ON WHEELS,
EXECUTIVE DIRECTOR

Signature

Printed Name

Exhibit "A"

City of Lakewood – Burns Community Center

1st Floor – Map

Premises includes:

Kitchen (Room 104), Staging (Room 105), Storage (Room 101), Office Space (Room 110)

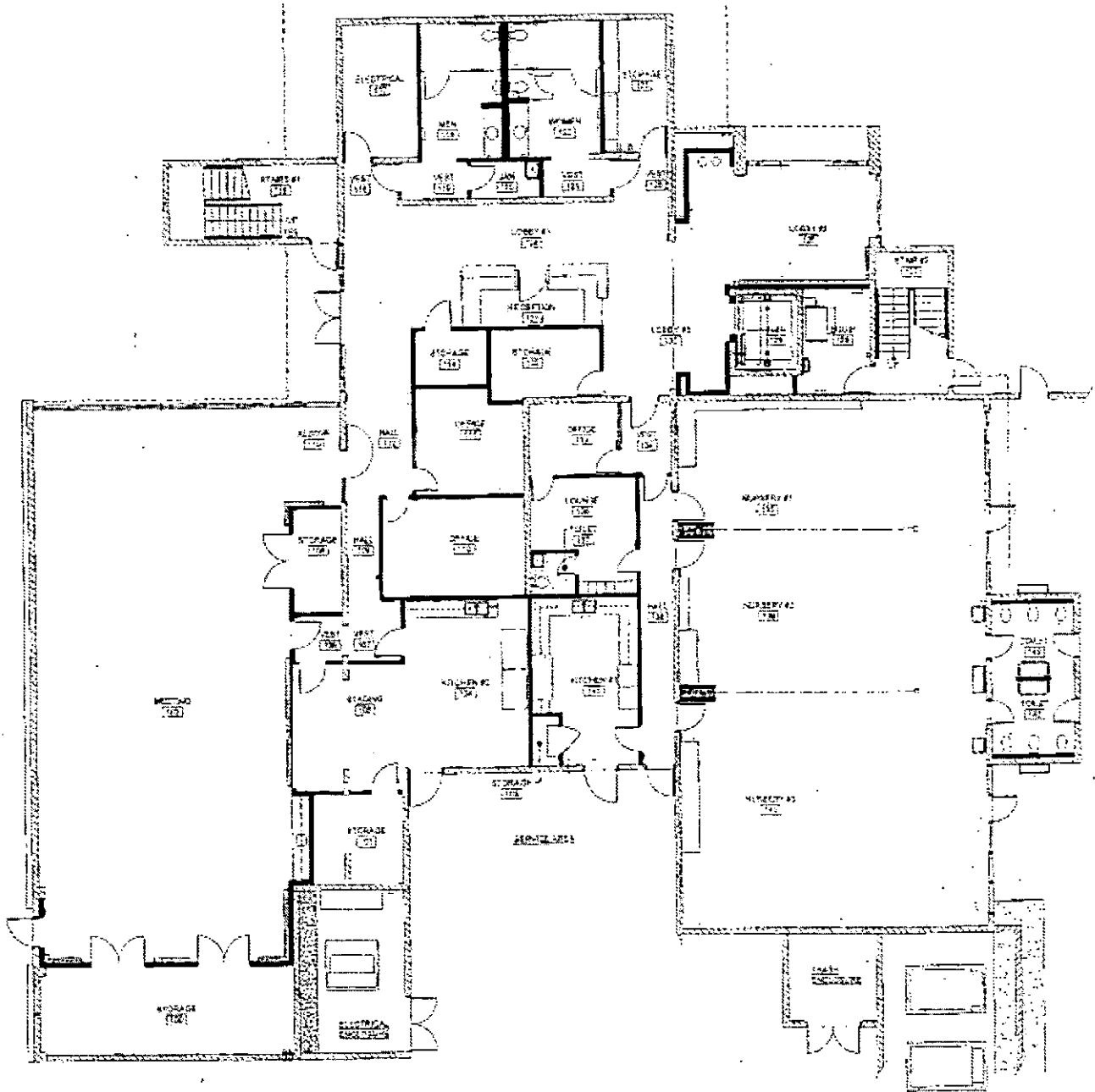


Exhibit "B"

Custodial Maintenance Specifications

General Cleaning	Times per week	Times per month	Times per year	Other
Empty Trash Receptacle/replace liners	5			
Clean Trash Receptacles		1		
Dust with treated cloth all furniture including desks, chairs, tables, phones, filing cabinets, book cases, shelves and wood surfaces.	2			
Dust with treated cloth all horizontal surfaces ledges, windowsills, moldings, shelves, picture frames, radiators, baseboards, etc.	1			
Clean countertops and sinks	5			
Clean all glass doors, side panels, and glass partitions inside and out	5			
Clean and polish furniture including desks, chairs, and cabinets. Note: Client papers on desks, filing cabinets, etc are not to be disturbed.		1		
Clean and polish bright metal	1			
Perform high dusting including ceiling light fixtures, vents, clean diffuser outlets, tops of door frames		1		
Polish all metal door frames and kick plates		1		
High dust ceiling corners for cobwebs, etc.	1			

Exhibit "B" Continued

Floors	Times per week	Times per month	Times per year	Other
Mop kitchen floor with germicidal detergent	5			
Hard surface floors swept	5			
Scrub to remove scuff and heel marks	1			
Vacuum office carpet	5			
Inspect for spots and stains – spot clean	5			
Shampoo/Bonnet method			4	
General				
Leave notice on any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, inventory requirements, etc.) with Facility Supervisor	5			
Turn off all lights and lock all doors.	5			

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for Memorandum of Understanding with Nestle Waters

INTRODUCTION

A common concern in any Emergency Response Plan is the ability to obtain immediate and regular supply of drinking water for first responders and a municipality's citizenry. The Emergency Agreement with Nestle Waters is designed to provide all emergency response agencies a tool to order bottled water at the required quantities. Nestle Waters commits to make the city's requests for any emergency order a top priority.

STATEMENT OF FACTS

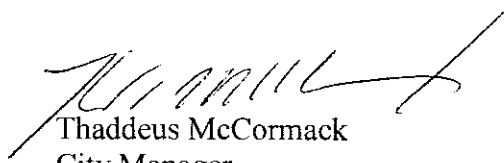
This agreement shall provide a broad framework for cooperation and understanding between Nestle Waters and the City of Lakewood in providing assistance and service to Lakewood personnel in the event of an emergency.

In continuing with the city's commitment to the National Incident Management System (NIMS) compliance implementation, it is an important part of the management system to provide for a fully integrated and coordinated response to emergencies. Implementation of the Emergency Agreement with Nestle Waters will help expedite the procurement of drinking water supply during a disaster.

RECOMMENDATION

Staff recommends the City Council approve the agreement with Nestle Waters as a tool to expedite the procurement of drinking water supply during a disaster.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

MEMORANDUM OF UNDERSTANDING

Between

City of Lakewood

and

Nestle Waters North America Inc.

This Memorandum of Understanding (“MOU”) is between City of Lakewood, hereinafter called “City of Lakewood”, and Nestle Waters North America Inc., hereinafter called “Nestle Waters.”

I. PURPOSE AND SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to disasters in the instance that City of Lakewood, requests assistance for bottled water from Nestle Waters.

Nestle Waters may act as a source in the event of disasters which require delivered bottled water to Customer Name, and will use all reasonable endeavors to satisfy the request of City of Lakewood, for delivered bottled water should transportation routes be accessible and should it have the resources available to do so at the time of the request without adversely affecting Nestle Waters’ ability to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers.

While every emergency / disaster situation is different, the parties understand that Nestle Waters generally would prioritize needs, and prepare to seek to support and deliver, along the following lines:

FEMA / State EMAs
Red Cross / AmeriCares / other charitable organizations
Local hospitals
Other customers and consumers who rely on our business

II. BACKGROUND

Definition of Disaster – Nestle Waters and City of Lakewood agree to define “disaster” to mean the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination

requiring emergency action to avert danger or damage, epidemic, extreme public health emergency, air contamination, blight, drought, critical material shortage, infestation, explosion, riot or hostile military or paramilitary action.

III. RESPONSIBILITIES UNDER THIS MOU

City of Lakewood, shall notify Nestle Waters as soon as possible if delivered bottled water is needed and relates to emergencies resulting from a disaster.

We recommend keeping at least a 24-hour supply on hand at all times. This will serve as an additional precaution, and will allow for City of Lakewood, to begin immediate water distribution in the event of an emergency.

IV. NESTLE WATERS RESPONSIBILITIES UNDER THIS MOU

Nestle Waters shall undertake the following activities.

Nestle Waters may act as a source for delivered bottled water for disaster-related services so long as doing so will not adversely affect the ability of Nestle Waters to meet the needs of its other emergency management obligations, such as support for the Federal Emergency Management Administration, State Emergency Management Administrations, the Red Cross, AmeriCares, etc., other hospitals seeking water to service its patients, as well as the prior existing obligations to its customers. It will use all reasonable endeavors to satisfy the request of City of Lakewood, for delivered bottled water should it have the resources available to do so at the time of the request in accordance with the previous sentence.

The parties are responsible for designating one or more points of contact. As of the date this MOU is signed, the points of contact for Nestle Waters are:

Primary:

Name: Richard Cardenas

Contact Info: O-310-819-9884 / C-310-678-4224

Email: richard.cardenas@waters.nestle.com

If the primary point of contact for Nestle Waters is unavailable, secondary contact is:

Title: Key Customer Manager

Name: Tony Medina

Contact Info: C-310-678-4223

Email: anthony.medina@waters.nestle.com

The points of contact for City of Lakewood are:

Primary:

Name: Chuck Martucci, Community Services Manager

Contact Info: 562-866-9771 x 2402

Email: cmartucc@lakewoodcity.org

If the primary point of contact for City of Lakewood is unavailable, secondary contacts are:

Title: Purchasing Officer

Name: Wilfred Cochico

Contact Info: 562-866-9771 x 2640

Email: wcochico@lakewoodcity.org

Title: Director of Recreation and Community Services

Name: Valarie Frost

Contact Info: 562-866-9771 x 2400

Email: vfrost@lakewoodcity.org

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Any services provided by Nestle Waters will be performed in a manner that is in the best interest of City of Lakewood and Nestle Waters, with each party understanding that Nestle Waters will assist City of Lakewood during a disaster as stated in Section I above.

VI. FUNDING

City of Lakewood agrees to pay for delivery of bottled water for response services. This commodity must be billed at Nestle Waters' previous day's Time and/or Materials (T&M) customer rates as determined by Nestle Waters. As it has in the past, Nestle Waters may donate delivered bottled water in the event of a disaster.

VII. LIABILITY

Nestle Waters shall not be liable to City of Lakewood or any third party for any damages resulting from the inability of Nestle Waters to satisfy the request of City of Lakewood for delivered bottled water.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the authorized signatures of City of Lakewood, and Nestle Waters and shall cover a term of 12 months unless modified in writing by mutual consent of both parties or terminated by either party upon a 30-day advance written notice to the other.

City of Lakewood and Nestle Waters indicate agreement with this MOU by their signatures.

City of Lakewood

Nestle Waters North America Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Durham Youth Transportation Agreement

INTRODUCTION

In April, 2019 the City of Lakewood published a request for proposals for charter bus services for youth transportation supporting summer camp programs. Upon review of proposals, Durham School Services was selected for services based on a variety of rating criteria.

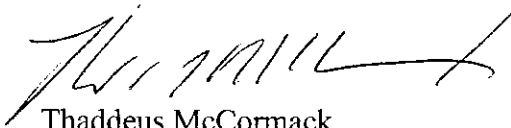
STATEMENT OF FACT

The City of Lakewood selected the proposal submitted by Durham School Services to provide bus services for the city's Day Camp and Junior Lifeguard programs. Durham School Services significantly demonstrated best pricing, while maintaining a large fleet of buses adequate to support transportation to theme parks and attractions for youth excursions. Additionally, both past performance with the City of Lakewood as well as a review of submitted references, further supported the selection. The City of Lakewood is desirous of entering into a three year agreement with Durham School Services for bus services for youth camp excursions.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with Durham School Services to contract services from the carrier for the three-year period of July 1, 2019 to June 30, 2022.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

CHARTER BUS AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2019, by and between the City of Lakewood, a Municipal Corporation (hereinafter referred to as "City" or "the City") and Durham School Services (hereinafter referred to as "Carrier").

WITNESSETH

WHEREAS, City wishes to retain Carrier for transportation of participants and staff to varying destinations as part of City's Youth Excursion Program.

WHEREAS, Carrier provides motor coach and related services, is an independent contractor and is willing to perform hereunder in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. CARRIER REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

Carrier represents and warrants the following:

1. That all buses and equipment necessary to fulfill this charter bus contract are clean, in good working order, and conform with proper standards of the industry.
2. That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations. Carrier further represents that it is properly licensed under all applicable laws and rules.
3. That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
4. That all driving staff provided confirm to all applicable requirements for motor carrier drivers.
5. That all driving staff provided are prepared with routing information.
6. That the driver will refrain from the use of tobacco products while on excursions, during routes, or in view of participants. Tobacco products include cigarettes, cigars, pipes, smokeless tobacco and chewing tobacco. Any tobacco products possessed by drivers shall be out of sight at all times when on duty, or in the bus. This policy also prohibits the appearance of tobacco products, tobacco use or tobacco brands on drivers clothes.
7. That it will disqualify as a bus driver or any person who has committed: Any felony crime involving the physical neglect of a child, the physical injury or death of another person including a child, sexual exploitation of a child; sexual offenses against other persons and where a minor is the victim; promoting prostitution of a minor; the sale or purchase of a minor, felonies, acts of terrorism or violation of similar laws. The responsibility for checking bus drivers' criminal backgrounds to ensure they have not been convicted of any of the aforementioned or related crimes is an ongoing responsibility, which lies solely upon Carrier.
8. That Carrier will inform 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. The total compensation under this Agreement shall not exceed \$32,250 in year one of the Agreement, \$33,056.25 in year two and \$33,882.66 in year three.

The Carrier agrees to contract with the City of Lakewood to provide all the necessary vehicles, labor and equipment to be employed in the Transit Services – Youth Excursions for the City of Lakewood, 5050 Clark Ave. Lakewood, CA. 90712. The Carrier agrees to furnish all vehicles, labor, and equipment for the completion of said contract in the strict accordance with the specifications for the sum that the carrier listed in the proposal for base price of bus with the five (5) hour per day quote, with the additional charges per bus in 15 minute increments for live-time transportation that exceeds the base fee for five (5) hours per day as outlined in Exhibit A.

The Carrier also agrees to adhere to escalation rates proposed by the Carrier throughout the duration of the contract as is also outlined in Exhibit A.

C. COMPLIANCE WITH LAW

Carrier warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Carrier and its drivers.

D. TERM AND TERMINATION

The term of this agreement shall be three years, terminating on June 30, 2022, unless terminated earlier by the City as provided in this section. The City may terminate this agreement at any time by giving the Contractor at least ten (10) days prior written notice. In the event of termination the City shall pay the Contractor the total value of the services of the Contractor as of the final date of termination, computed in accordance with the terms and provisions of this agreement, provided, however, that the same does not in any case exceed the maximum amounts herein before set forth for payment of consideration. Contractor shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects Contractor's ability to provide the services provided for hereunder.

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 \$5,000,000 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. Best 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

DURHAM SCHOOL SERVICES

Signature

Date

Print Name

Print Title

EXHIBIT "A"
DURHAM YOUTH TRIP TRANSPORTATION BASE/ADDITIONAL FEES
City of Lakewood

YEAR 1: July 1, 2019-June 30, 2020

Bus Size (Passenger Load)	Base price per bus per day (5 hours per day)	Additional charge per bus @ 15 minute increments over base hours
01-20	\$415.00 (may use larger bus)	\$17.50 / addl. 15 minutes
21-30	\$415.00 (may use larger bus)	\$17.50 / addl. 15 minutes
31-42	\$415.00 (may use larger bus)	\$17.50 / addl. 15 minutes
43-54	\$415.00 (may use larger bus)	\$17.50 / addl. 15 minutes
55-72	\$415.00 (may use larger bus)	\$17.50 / addl. 15 minutes
73-89	\$415.00	\$17.50 / addl. 15 minutes

YEAR 2: July 1, 2020-June 30, 2021 + 2.5% of Year 1

Bus Size (Passenger Load)	Base price per bus per day (5 hours per day)	Additional charge per bus @ 15 minute increments over base hours
01-20	\$425.38 (may use larger bus)	\$17.94 / addl. 15 minutes
21-30	\$425.38 (may use larger bus)	\$17.94 / addl. 15 minutes
31-42	\$425.38 (may use larger bus)	\$17.94 / addl. 15 minutes
43-54	\$425.38 (may use larger bus)	\$17.94 / addl. 15 minutes
55-72	\$425.38 (may use larger bus)	\$17.94 / addl. 15 minutes
73-89	\$425.38	\$17.94 / addl. 15 minutes

YEAR 3: July 1, 2021-June 30, 2022 + 2.5% of Year 2

Bus Size (Passenger Load)	Base price per bus per day (5 hours per day)	Additional charge per bus @ 15 minute increments over base hours
01-20	\$436.01 (may use larger bus)	\$18.39 / addl. 15 minutes
21-30	\$436.01 (may use larger bus)	\$18.39 / addl. 15 minutes
31-42	\$436.01 (may use larger bus)	\$18.39 / addl. 15 minutes
43-54	\$436.01 (may use larger bus)	\$18.39 / addl. 15 minutes
55-72	\$436.01 (may use larger bus)	\$18.39 / addl. 15 minutes
73-89	\$436.01	\$18.39 / addl. 15 minutes

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Pacific Coachways Adult Travel Trip Transportation Agreement

INTRODUCTION

In April, 2019 the City of Lakewood published a request for proposals for charter bus services for adult travel programs. Upon review of proposals, Pacific Coachways was selected for services based on a variety of rating criteria.

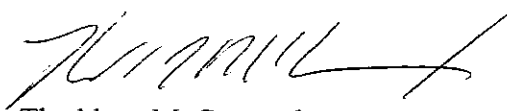
STATEMENT OF FACT

The City of Lakewood selected the proposal submitted by Pacific Coachways to provide charter bus services for the city's Adult Travel Trip program. Pacific Coachways demonstrated best pricing, while maintaining a well-kempt and large fleet of buses. Additionally, both past performance with the City of Lakewood as well as a review of submitted references, further supported the selection. The City of Lakewood is desirous of entering into a three year agreement with Pacific Coachways for charter bus services for Adult Travel Trips.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with Pacific Coachways to contract services from the carrier for the three-year period of July 1, 2019 to June 30, 2022.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

CHARTER BUS AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2019, by and between the City of Lakewood, a Municipal Corporation (hereinafter referred to as "City" or "the City") and Pacific Coachways Charter Services, 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 Adult Travel Trip Program.

WHEREAS, Carrier provides motor coach and related services, is an independent contractor and is willing to perform hereunder in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. CARRIER REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES

Carrier represents and warrants the following:

1. That all buses and equipment necessary to fulfill this charter bus contract are clean, in good working order, and conform with proper standards of the industry.
2. That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations. Carrier further represents that it is properly licensed under all applicable laws and rules.
3. That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
4. That all driving staff provided confirm to all applicable requirements for motor carrier drivers.
5. That all driving staff provided are prepared with routing information.
6. That the driver will refrain from the use of tobacco products while on excursions, during routes, or in view of participants. Tobacco products include cigarettes, cigars, pipes, smokeless tobacco and chewing tobacco. Any tobacco products possessed by drivers shall be out of sight at all times when on duty, or in the bus. This policy also prohibits the appearance of tobacco products, tobacco use or tobacco brands on drivers clothes.
7. That it will disqualify as a bus driver or any person who has committed: Any felony crime involving the physical neglect of a child, the physical injury or death of another person including a child, sexual exploitation of a child; sexual offenses against other persons and where a minor is the victim; promoting prostitution of a minor; the sale or purchase of a minor, felonies, acts of terrorism or violation of similar laws. The responsibility for checking bus drivers' criminal backgrounds to ensure they have not been convicted of any of the aforementioned or related crimes is an ongoing responsibility, which lies solely upon Carrier.
8. That Carrier will inform 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. The total compensation under this Agreement shall not exceed \$19,900 in year one of the Agreement, \$20,596.50 in year two and \$21,317.38 in year three.

The Carrier agrees to contract with the City of Lakewood to provide all the necessary vehicles, labor and equipment to be employed in the Transit Services – Adult Travel Excursions for the City of Lakewood, 5050 Clark Ave. Lakewood, CA. 90712. The Carrier agrees to furnish all vehicles, labor, and equipment for the completion of said contract in the strict accordance with the specifications for the sum that the carrier listed in the proposal for base price of bus with the five (5) hour per day quote, with the additional charges per bus in 15 minute increments for live-time transportation that exceeds the base fee for five (5) hours per day as outlined in Exhibit A.

The Carrier also agrees to adhere to escalation rates proposed by the Carrier throughout the duration of the contract as is also outlined in Exhibit A.

C. COMPLIANCE WITH LAW

Carrier warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Carrier and its drivers.

D. TERM AND TERMINATION

The term of this agreement shall be three years, terminating on June 30, 2022, unless terminated earlier by the City as provided in this section. The City may terminate this agreement at any time by giving the Contractor at least ten (10) days prior written notice. In the event of termination the City shall pay the Contractor the total value of the services of the Contractor as of the final date of termination, computed in accordance with the terms and provisions of this agreement, provided, however, that the same does not in any case exceed the maximum amounts herein before set forth for payment of consideration. Contractor shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects Contractor's ability to provide the services provided for hereunder.

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 \$5,000,000 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. Best 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

PACIFIC COACHWAYS CHARTER SERVICES, INC.

Signature

Date

Print Name

Print Title

EXHIBIT "A"
PACIFIC COACHWAYS CHARTER SERVICES, INC.
ADULT TRAVEL TRIP TRANSPORTATION BASE/ADDITIONAL FEES
City of Lakewood

YEAR 1: July 1, 2019-June 30, 2020

Bus Size (passengers)	Base Price Per Bus per day 5 hours per day	Additional charge per Bus @ 15 minute increments over base hours
1-30	\$520.00	\$22.50
31-42	\$620.00	\$26.25
43-54	\$700.00	\$32.50
55-72	\$725.00	\$33.75
73-89	\$480.00	\$20.75

YEAR 2: July 1, 2020-June 30, 2021 + 3.5% of Year 1

Bus Size (passengers)	Base Price Per Bus per day 5 hours per day	Additional charge per Bus @ 15 minute increments over base hours
1-30	\$538.20	\$23.29
31-42	\$641.70	\$27.43
43-54	\$724.50	\$33.64
55-72	\$750.38	\$34.93
73-89	\$496.80	\$21.48

YEAR 3: July 1, 2021-June 30, 2022 + 3.5% of Year 2

Bus Size (passengers)	Base Price Per Bus per day 5 hours per day	Additional charge per Bus @ 15 minute increments over base hours
1-30	\$557.04	\$24.11
31-42	\$664.16	\$28.39
43-54	\$750.89	\$34.82
55-72	\$776.64	\$36.15
73-89	\$514.19	\$22.23

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for Maintenance Carpet Cleaning Services for The Centre

INTRODUCTION

Advanced Green Solutions is a party to the Milliken Sourcewell, which includes MilliCare services that have been approved by Public Works Department to treat The Centre carpet. The Advanced Green Solutions Agreement is designed to have a routine cleaning schedule in place to continue the upkeep and appearance of the carpet.

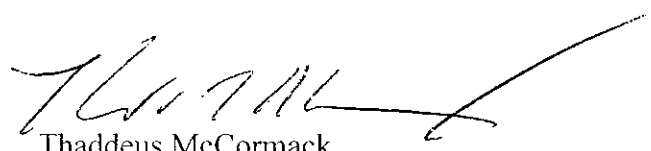
STATEMENT OF FACTS

Advanced Green Solutions agreement will provide The Centre with ongoing floor care and maintenance consultation and support that includes but is not limited to spot treatment, best practices training and MilliCare spot treatment products; floor care cleaning products and equipment recommendations, including assisting with equipment demonstrations. The agreement outlines a yearly plan to maintain all carpeted areas in The Centre.

RECOMMENDATION

Staff recommends the City Council approve the agreement with Advanced Green Solutions to continue the upkeep of The Centre carpet for an amount not to exceed \$11,738.56.

Valarie Frost, Director **VF**
Recreation and Community Services


Thaddeus McCormack
City Manager

**AGREEMENT
FOR
MAINTENANCE CARPET CLEANING SERVICES FOR THE CENTRE**

THIS AGREEMENT is made and entered into this 1st day of July, 2019, by and between the City of Lakewood, a Municipal Corporation, sometimes hereinafter referred to as the "City," and ADVANCED GREEN SOLUTIONS sometimes hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City desires to retain the Contractor for custodial services in connection with the work hereinafter described; and

WHEREAS, the Contractor has the necessary skills, qualifications and licenses required by law to perform the services required under this agreement in connection with said project; and

WHEREAS, the Contractor participates in the purchasing cooperative, U.S. Communities, ensuring municipalities receive the lowest competitive pricing for services; and

WHEREAS, previously through the adoption of the budget the City Council, authorized a carpet cleaning service contract.

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

1. DEFINITIONS. As used in this agreement, the following definitions shall be applicable:
 - A. Contractor. Contractor shall mean ADVANCED GREEN SOLUTIONS Services, Inc., 16742 Stagg St., Suite 102 Los Angeles, CA 91406.
 - B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California.
 - C. City Council. City Council shall mean the City Council of the City of Lakewood.
 - D. Services. Services shall mean the maintenance carpet cleaning services to be performed by the Contractor pursuant to this agreement.
2. SCOPE OF SERVICES. Contractor agrees to provide the City, following written authorization from the City to proceed, services as set forth in City of Lakewood, maintenance carpet cleanings specifications for The Centre specified in Exhibit "A".
3. PAYMENT. For and in consideration of the maintenance carpet cleaning services performed by the Contractor, the City agrees to pay to the Contractor the following:

CITY agrees to pay ADVANCED GREEN SOLUTIONS for all services rendered under the Scope of Services. SERVICE PROVIDER shall submit invoices to the Director of Recreation and Community Services for approval prior to authorization of payment. The total compensation under this Agreement shall not exceed \$11,738.56.

Payments on approved invoices shall be made within thirty (30) days of receipt and approval of said invoice by Director of Recreation and Community Services.

4. INDEPENDENT CONTRACTOR. The Contractor acknowledges his independent contractor's status in performing said safety services, and risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon the Contractor pursuant to this agreement, and does hereby release the City, its officers and personnel from any liability to the Contractor for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by the contractor at the direction of the City.

Contractor shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, Contractor shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

5. ASSIGNMENT. The Contractor shall not assign the performance of this agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of the City.

6. LIABILITY AND INDEMNIFICATION. Contractor agrees to assume liability, and defend and indemnify the City, the City Council, its officers, consultants and employees, from any loss, cost or expense caused by the negligent or wrongful act or omission of the Contractor, its agents and employees, or its subcontractors and the agents and employees thereof, for or on account of any injury or damage sustained because of or arising out of services performed by Contractor herein, but only to the extent that liability is imposed on the City by reason of the malfeasance or nonfeasance of Contractor.

The Contractor at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which shall evidence the fact that the Contractor has in full force and effect a comprehensive personal injury and property damage policy protecting the Contractor and the City from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

- Commercial general liability at least as broad as ISO CG 0001 (per occurrence) 1,000,000 (general aggregate) 2,000,000
- Commercial auto liability at least as broad as ISO CA 0001 (per accident) 1,000,000
- Worker's compensation - Statutory

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof and shall name the City as an additional insured.

7. ASSUMPTION OF RISK. The Contractor does hereby assume all risks to himself, his personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by the Contractor and said Contractor further releases City, its officers and employees, from any liability therefore, except to the extent same are caused by the negligence, misconduct or other fault of City, its officers, agents or employees.

8. TERM AND TERMINATION. The term of this agreement shall be one year, from July 1, 2019 to June 30, 2020 unless terminated earlier by the City as provided in this section. The City may terminate this agreement at any time by giving the Contractor at least ten (10) days prior written notice. In the event of termination the City shall pay the Contractor the total value of the services of the Contractor as of the final date of termination, computed in accordance with the terms and provisions of this agreement, provided, however, that the same does not in any case exceed the maximum amounts herein before set forth for payment of consideration. Contractor shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects Contractor's ability to provide the services provided for hereunder.

9. OPTIONS TO RENEW. Contractor shall have the option to renew the term of this contract for a successive periods of five (5) years each under the same terms and conditions, provided that the parties agree on the amount of the service to be paid during such renewal period(s).

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

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

To Contractor: Advanced Green Solutions
16742 Stagg St., Suite 102
Los Angeles, CA 91406

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

ADVANCED GREEN SOLUTIONS

By _____

Title

Exhibit "A"
CENTRE CARPET MAINTENANCE SPECIFICATIONS
City of Lakewood

Carpet Care Services

MAINTENANCE CLEANINGS

Weingart Ballroom (A)

Amount: \$772.80 in accordance with Sourcewell* guidelines for non-office areas

Recommended Frequency: Nine Cleanings Annually

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 4,830 sq. ft. of carpet in Ballroom A as well as all necessary spot treatment in designated area.

Weingart Ballroom (B)

Amount: \$276.00 in accordance with Sourcewell* guidelines for non-office areas**

Recommended Frequency: Nine Cleanings Annually

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 1,725 sq. ft. of carpet in Ballroom B as well as all necessary spot treatment in designated area.

2nd Floor Hallway

Amount: \$188.64 in accordance with Sourcewell* guidelines for non-office areas**

Recommended Frequency: Quarterly

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 1,179 sq. ft. of carpet on the 2nd floor hallway as well as all necessary spot treatment in designated area.

Main Stair

Amount: \$42.56 in accordance with Sourcewell* guidelines for non-office areas**

Recommended Frequency: Quarterly

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 266 sq. ft. of carpet on stairs and landing as well as all necessary spot treatment in designated area.

1st Floor Common Areas

Amount: \$170.08 in accordance with Sourcewell* guidelines for non-office areas**

Recommended Frequency: Quarterly

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 1,063 sq. ft. of carpet in the hallway, elevator cab and lobby area rugs as well as all necessary spot treatment in designated area.

Sycamore Room

Amount: \$97.28 in accordance with Sourcewell* guidelines for non-office areas**

Recommended Frequency: Quarterly

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 608 sq. ft. of carpet in Sycamore Room A and B as well as all necessary spot treatment in designated area.

Oak Room

Amount: \$58.98 in accordance with Sourcewell* guidelines for non-office areas**

Recommended Frequency: Quarterly

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 368 sq. ft. of carpet in the Oak Room as well as all necessary spot treatment in designated area.

Offices

Amount: \$69.60 in accordance with Sourcewell* guidelines for office areas**

Recommended Frequency: Annually

Includes: Maintenance cleaning with the MilliCare low-moisture, deep-extraction system for 464 sq. ft. of carpet in the Centre Management and Catering offices as well as all necessary spot treatment in designated area.

Service Notes

** Pricing assumes that square footage cleaned per service call exceeds 2,500 sq. ft. If area cleaned falls below 2,500 sq. ft., it is subject to a \$400.00 minimum trip charge per Milliken/MilliCare price list for Contract # 121715-MAC (Updated 6/06/2018). There is \$250.00 minimum for unscheduled emergency service with a \$65.00 per hour, per technician charge after 3 hours or subject to established pricing for more than 2,500 sq. ft. of carpet in accordance with Sourcewell guidelines.

COUNCIL AGENDA

June 11, 2019

TO: Honorable Mayor and City Council

SUBJECT: Award Backflow Prevention Device Testing and Repair

INTRODUCTION

The City of Lakewood Department of Water Resources (DWR) is required by the California State Water Resources Control Board Division of Drinking Water to regulate matters concerning backflow and cross-connection control. Under Title 17 of the California Code of Regulations §7605, backflow devices must be tested annually by certified testers.

STATEMENT OF FACT

The City of Lakewood's Water System has 423 backflow devices at the meter connections of commercial, institutional, or high backflow risk sites such as recycled water sites. Under the state regulation, the city is responsible for ensuring that proper safeguards are in place to protect potable water system from the potential contamination risks imposed by cross connections. Annually, customers who have backflow devices are notified by staff that devices are due for their annual test; customers are then responsible for having the devices tested and submitting certified test results to the city. In instances that a backflow device fails the test then the customer is responsible for the repair and retesting of the backflow device. To perform the administrative component of this program, the city assess an annual backflow device fee of \$67 to cover the cost associated with program management.

The backflow device testing program detailed above is cumbersome when a customer fails to test their devices as scheduled or a backflow device fails their annual test. The city currently has 70 backflow devices in various city facilities that we are responsible for testing or as needed repairs. By expanding and offering this program to the remaining 353 non-city devices, this would ensure that the city maintains compliance with the state regulations concerning backflow and cross-connection control. Therefore, to improve the efficiency to carry out the program and reduce customer burden in dealing with the unfamiliar activities that is not their expertise, the DWR, with approval from the April 9, 2019 City Council Water Resources Committee meeting, sent out a Request For Proposals (RFP) on April 10 to 27 qualified backflow device contractors and received two bids that guarantees testing of the city's backflow devices with the opportunity to extend the contract to non-city devices:

Rank	Company Name	Location	City's Backflow Devices	City's Extended Cost	Private Backflow Devices	Private Extended Cost	TOTAL
1	Greene Backflow	Santa Clarita, CA	\$40	\$2,800	\$40	\$14,120	\$16,920
2	Dakota Backflow Company	Rancho Cucamonga, CA	\$45	\$3,150	\$45	\$15,885	\$19,035

Initially, Greene Backflow submitted a rate of \$40 per city device and \$50 per private backflow device. However, staff entered into negotiations with Greene Backflow and was able to receive the same rate for non-city backflow devices as city devices of \$40 per device; thereby reducing the total cost to \$16,920. In addition, in the instance when a backflow device needs to be repaired, Greene Backflow had the lowest rate of \$75 per hour or \$150 to repair our standard 2" backflow device. Whereas, Dakota Backflow Company charges a minimum of \$425 or 4 hours to repair our standard 2" backflow device. The cost to test and repair non-city owned backflow devices will be voluntary by mutual agreement that customer's will be responsible for reimbursing the city for the actual contract cost of testing or repairs. The city will only be responsible for our own backflow device testing and repair of 70 devices at a testing cost of \$40 per device and repair cost of \$75 per hour.

Staff recommends awarding a contract to Greene Backflow of Santa Clarita for an amount not to exceed \$25,000 for FY2020.

RECOMMENDATION

The Water Resources Committee and staff recommend that the City Council award a contract to the lowest responsible bidder Greene Backflow of Santa Clarita, CA for Backflow Prevention Device Testing and Repair in the amount of \$25,000 for FY2020 and authorize the Mayor to sign the contract in a form approved by the City Attorney.

Jason J. Wen, Ph.D., P.E.
Water Resources Director



Thaddeus McCormack
City Manager

**AGREEMENT
FOR
CONTRACT SERVICES
FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES**

THIS AGREEMENT, made and entered into on June 11, 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and GREEN BACKFLOW, sometimes hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for Annual Backflow Testing and Repair Services in connection with the work hereafter described; and

WHEREAS, the CONTRACTOR has the necessary skills and qualifications and licenses required by law to perform the services required under this Agreement in connection with said work; and

WHEREAS, the City Council at a regular meeting held on June 11, 2019 authorized the Mayor and the City Clerk to enter into this Agreement; and

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

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:
 - A. Contractor. CONTRACTOR shall mean:
Greene Backflow
28439 Rodgers Dr.
Santa Clarita, CA 91350
661.297.0429 and 805.215.9426
 - B. City. CITY shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
 - C. City Council. City Council shall mean the City Council of the City of Lakewood.
 - D. Services. Services shall mean the professional services to be performed by the CONTRACTOR pursuant to this Agreement.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide for the CITY at its own cost and expense when requested by the CITY those services set forth in the CONTRACTOR'S written proposal dated April 26, 2019, attached hereto and made a part hereof as though set forth in full.
3. TIME FOR PERFORMANCE. It is understood and agreed by and between the

parties hereto that time is of the essence. The CONTRACTOR agrees to diligently and reasonably pursue the performance of the services required by this Agreement. Unless otherwise agreed to by CITY and CONTRACTOR, all scope of services and deliverables are scheduled to be completed by October 31 of each year.

4. COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the CONTRACTOR and when approved by the CITY, the CITY agrees to pay to the CONTRACTOR a sum not to exceed TWENTY-FIVE THOUSAND DOLLARS AND NO CENT (\$25,000) at a rate determined by the attached proposal, for services actually rendered.

The aforementioned consideration shall be paid to the CONTRACTOR upon completion of each phase and submission of the CONTRACTOR'S statement of time expended and the applicable rate to be charged to the Director of Water Resources. No payment shall be made until the aforementioned work has been certified by the Director of Water Resources as having been completed in accordance with the applicable rate.

5. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that CONTRACTOR has been retained, at its request, as an independent contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the independent contractor relationship and releases the CITY from any liability or obligation to make deductions or withholding from his compensation in respect to unemployment, income taxes, disability, social security, health or pension matters.

CONTRACTOR acknowledges his independent contractor's status in performing said services, and agrees to bear the risk of property damage or loss to any property arising out of the work site, the place to work, or duties bestowed on CONTRACTOR pursuant to this Agreement, and does hereby release CITY, its officers and personnel from any liability to CONTRACTOR for any loss or damage thereby incurred, except where said loss or damage was caused by CITY.

In the performance of this agreement, CONTRACTOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

6. TERMINATION. The CITY may terminate this Agreement at any time by giving the CONTRACTOR at least thirty (30) days prior written notice. In the event of termination, the CITY shall pay the CONTRACTOR the total value of the services of the CONTRACTOR to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until June 30, 2020.

7. TERM. This agreement shall be for a term commencing on the date listed on page one of this Agreement, terminating June 30, 2020 and may be renewed by the City Council with the concurrence of the contractor for any successive one-year term, unless sooner terminated as hereinbefore provided.
8. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the CITY.
9. COMPLETION OF MANIFEST DOCUMENTS. It is further agreed by and between the parties hereto that the CONTRACTOR pursuant to this Agreement shall assist with the required documentation to accompany proper disposal of hazardous materials.
10. LIABILITY. The CONTRACTOR at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the CITY, insurance or a Certificate of Insurance which shall evidence the fact that the CONTRACTOR has in full force and effect a comprehensive personal injury and property damage policy protecting the CONTRACTOR and the CITY from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI: Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000 (general aggregate) \$2,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000; and Worker's compensation- Statutor. Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the CITY thereof and shall name the CITY as an additional insured.

CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

11. INDEMNITY. CONTRACTOR shall indemnify and save CITY, its officers and employees, harmless from any suits, claims or actions brought by any person or persons, including his agents or employees, for or on account of any injuries or damages or other loss, cost or expense caused by the negligent or wrongful act or omission of CONTRACTOR, his agents and employees, or his subcontractors and the agents and employees thereof, arising out of the services to be performed by CONTRACTOR pursuant to this Agreement.
12. ASSUMPTION OF RISK. CONTRACTOR does hereby assume all risks to himself, his personnel, subcontractors and agents, and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property,

wares, vehicles, or materials owned or possessed by CONTRACTOR and said CONTRACTOR further releases CITY, its officers and employees, from any liability therefor.

13. PREVAILING RATE OF WAGES. CITY has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workmen employed on the project. Copies of the prevailing rate of per diem wages are on file at the Public Works office, City Hall, and are available to any interested party upon request. Referenced hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the contractor shall pay not less than the minimum thereof.
14. SAFETY. CONTRACTOR shall be solely responsible for the safety of his employees. CONTRACTOR shall develop and maintain an Injury and Illness Prevention Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." CONTRACTOR shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. CONTRACTOR shall maintain all OSHA 300 logs and records, and make them available for inspection upon request by the City.
15. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the CITY to any course of conduct other than its obligation hereunder to pay CONTRACTOR for said services as rendered. It is understood CITY reserves complete right within its discretion to reject all or any part of any recommendation made to it or submitted by said CONTRACTOR, and in that regard the only responsibility of the CITY shall be to pay said CONTRACTOR for services as rendered. It is further understood that acceptance herein by the CITY of any recommendation by the CONTRACTOR shall be for the purpose of compensating the CONTRACTOR only, and shall not be binding on the CITY as to any further course of action. CITY reserves the right to authorize additional, other independent CONTRACTOR services, and it is agreed that CONTRACTOR does not have any exclusive rights to said services for CITY.
16. LICENSES. CONTRACTOR shall obtain a City of Lakewood Business License and submit proof of current Los Angeles County Backflow Device Tester Certification and proof of current test kit calibration from a certified Lab.
17. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the

proper amount of postage thereon, and addressed as follows:

TO CITY:
City of Lakewood
5050 Clark Ave
Lakewood, California 90712

TO CONTRACTOR:
Greene Backflow
28439 Rodgers Dr.
Santa Clarita, CA 91350

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

CITY OF LAKEWOOD

By: _____
Mayor

ATTEST:

City Clerk

CONTRACTOR:

By: _____
Greene Backflow

APPROVED AS TO FORM:

Assigned to Director of Water Resources

Greene Backflow
Candace Guzman, President & CFO
28439 Rodgers Dr.
Santa Clarita, Ca 91350
805-215-9426
Candace@Greenebackflow.com



April 26, 2019

Derwin Dy
Assistant Director of Water and Resources
City of Lakewood
5050 Clark Ave.
Lakewood, CA 90712

Greetings Derwin Dy,

- Greene Backflow's primary point of contact to answer all questions:
Candace Guzman, President & CFO
28439 Rodgers Dr., Santa Clarita, CA 91350
661-297-0429
candace@greenebackflow.com
Qualifications: Certified backflow tester, President & CFO of company.
- Greene Backflow has read the RFP DWR01-2019 and understands its content in addition to the fact that the proposal is for "as needed" for the remainder of City of Lakewood's fiscal year, with a 3-year possible extension.
- We intend to provide services as defined in RFP DWR01-2019 and our proposal will be valid for no less than 90 calendar days from date of submittal.

If you have any questions, please let me know.

Sincerely,

Candace Guzman, President & CFO
Greene Backflow
661-297-0429

**Attachment A
Bidder Information Form**

The Bidder shall furnish the following information. Failure to complete all items will cause the bid to be non-responsive and may cause its rejection.

1. Bidder/Contractor's Name and Street Address:

Greene Backflow
28439 Rodgers Dr.
Santa Clarita, CA

2. Bidder/Contractor's:

a. Telephone Number: (661) 297-0429

b. Cell Phone Number: (805) 215-9426

3. Bidder/Contractor's License:

a. Primary Classification: C-36

b. State License Number(s): 986747

c. Supplemental License Classification(s), if applicable: N/A

4. Is the Bidder/Contractor registered in accordance with Labor Code § 1725.5 (failure to register requires the city to reject Contractor's bid as nonresponse).

YES

NO

Bidder/Contractor's Department of Industrial Relations (DIR) Number: 1000022675

DIR Expiration Date: 6/30/19

5. Type of Firm (Individual, Partnership or Corporation): S-Corp

6. List of names and titles of the principal members or officers of the corporation or firm (if necessary, please attach additional sheets):

Lynn Greene, CEO; Candace Guzman, CFO; Samantha Greene, Secretary

Attach the following documentation:

1. Proof of current Los Angeles County Backflow Device Tester Certification; and
2. Proof of current test kit calibration from a certified Lab.

ATTACHMENT B
City of Lakewood Backflow Testing and Certification Proposal Bid Form

Item Number	Device Size	City of Lakewood System Devices (included in contract)	Unit Price (includes both test & certification)	Extended Price (includes both test & certification)	Unit Price for Re-test (materials & repair labor separate)
1	3/4"	3	\$40	\$120	\$40 per device
2	1"	12	\$40	\$480	\$40 per device
3	1-1/2"	25	\$40	\$1000	\$40 per device
4	2"	25	\$40	\$1000	\$40 per device
5	3"	2	\$40	\$80	\$40 per device
6	4"	3	\$40	\$120	\$40 per device
7	6"	0			
	TOTAL	70	\$	\$ 2,800	\$

Item Number	Device Size	Private Backflows (maximum extended contact)	Unit Price (includes both test & certification)	Extended Price (includes both test & certification)	Unit Price for Re-test (materials & repair labor separate)
1	3/4"	0 - 152	\$50	\$7,600	\$50
2	1"	0 - 28	\$50	\$1,400	\$50
3	1-1/2"	0 - 30	\$50	\$1,500	\$50
4	2"	0 - 110	\$50	\$5,500	\$50
5	3"	0 - 9	\$50	\$450	\$50
6	4"	0 - 17	\$50	\$850	\$50
7	6"	0 - 7	\$50	\$350	\$50
	TOTAL	353	\$	\$ 17,650	\$

Contact Name (print):

Candace Guzman

Signature



Contact Phone:

661-297-0429

Contact email:

Candace@greenebackflow.com

Date:

4/10/19

**Attachment C
Failed Assemblies Backflow Repair Proposal Bid Form**

Propose billing/invoicing methodology for failed devices and cost proposal below (you may use complete the information below or provide a different billing/invoicing methodology for failed devices):

REPAIRS:

Item Number	Device Size	Hourly Rate		Per Device Rate		Other Methodology
1	3/4"	\$ 575	AND/OR	\$	AND/OR	
2	1"	\$ 575		\$		
3	1-1/2"	\$ 575		\$		
4	2"	\$ 575		\$		
5	3"	\$ 575		\$		
6	4"	\$ 575		\$		
7	6"	\$ 575		\$		

Other Material Cost (cost plus) = _____ 20 _____ % Markup Percent

If applicable, please provide itemized list and use additional sheets.

Contact Name (print): _____ Candace Guzman

Signature _____ *Candace Guzman*

Contact Phone: _____ 661-297-0429

Contact email: _____ Candace@greenebackflow.com

Date: _____ 4/10/19

**Attachment D
List of Subcontractors**

1. Company Name:	N/A
Address:	
Phone Number:	
Contact Person:	
Business License#:	
2. Company Name:	
Address:	
Phone Number:	
Contact Person:	
Business License#:	
3. Company Name:	
Address:	
Phone Number:	
Contact Person:	
Business License#:	
4. Company Name:	
Address:	
Phone Number:	
Contact Person:	
Business License#:	

If not applicable, please check this box
 If necessary, please attach additional sheets.

Candace Guzman
Print Name of Authorized Representative

Candace Guzman
Signature

4/10/19
Date

Attachment E
Exceptions for Specification

Please see attached.

If not applicable, please check this box
If necessary, please attach additional sheets.

Candace Guzman

Print Name of Authorized Representative

Candace Guzman

Signature

4/10/19

Date

Attachment E- Exceptions or Specifications

- If Inspections of private backflow preventors are requested on individual basis, the inspections will be completed within 10 business days of receipt of request via email.
 - If private customers backflows are locked with cages, behind gates, or have alarms, we politely request for City of Lakewood employees to assist Greene Backflow staff with communicating with customers in order to obtain access.
- If on-the-spot repairs for devices 2" or smaller are approved for private customers, the cost will be \$75 hour + parts (with 20% markup built in) with no re-test charge.
- If a return for repair is required for 2" or smaller private device, the cost will be \$75 hour + parts (with 20% markup built in) + \$50 retest.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Greene Backflow

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
28439 Rodgers Dr.

6 City, state, and ZIP code
Santa Clarita, CA 91350

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-							
or										
Employer identification number										
4	6		-	2	8	6	1	0	3	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Candace Czizman Date ► 4/26/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH

Cross Connections & Water Pollution Control Program

5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430-5290



COUNTY OF LOS ANGELES
Public Health

5/31/2018

CANDACE GUZMAN
28439 RODGERS DR.
SAUGUS, CA 91350

RE: BACKFLOW TESTER CARD



Congratulations on passing the Los Angeles County Certified Backflow Prevention Device examination. Attached below, is your Tester Card. This card is valid for a period of two years. Please report any changes to your address or changes to your status as a backflow tester to this Program.

You can contact us at:

Cross Connection & Water Pollution Control Program
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430-5290
ccwpcp@ph.lacounty.gov

Tester #: PI0000311

Expiration date: 05/30/2020

EMPLOYER: GREENE BACKFLOW	CERTIFIED BACKFLOW TESTER GENERAL
	CANDACE GUZMAN TESTER #: PI0000311 EXPIRES: 05/30/2020
	Certified by: Cross Connection & Water Pollution Control Program 826-430-5290 



COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH

Cross Connections & Water Pollution Control Program

5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430-5290



5/31/2018

JOEY GUZMAN
28439 RODGERS RD.
SAUGUS, CA 91350-

RE: BACKFLOW TESTER CARD



Congratulations on passing the Los Angeles County Certified Backflow Prevention Device examination. Attached below, is your Tester Card. This card is valid for a period of two years. Please report any changes to your address or changes to your status as a backflow tester to this Program.

You can contact us at:

Cross Connection & Water Pollution Control Program
5050 Commerce Drive
Baldwin Park, CA 91706
(626) 430-5290
cwppcp@ph.lacounty.gov

Tester #: PI0000310

Expiration date: 05/30/2020

EMPLOYER: GREENE BACKFLOW	CERTIFIED BACKFLOW TESTER GENERAL
	JOEY GUZMAN TESTER #: PI0000310 EXPIRES: 05/30/2020
	Certified by: Cross Connection & Water Pollution Control Program 626-430-5290 

Backflow Test Kit Evaluation & Calibration Report



Customer:

Greene Backflow
28439 Rodgers Dr
Joey/Candace/Gene
Saugus, CA 91350
661-297-0429

BAVCO - Long Beach
20435 S. Susana Rd
Long Beach, CA
90810, USA
310-639-5231
www.bavco.com

<i>Working Lab</i>	BAVCO - Long Beach	<i>ID</i>	AA005419
<i>Number</i>	Certificate Number: 2018001633	<i>Description</i>	Mid-West: 845-5 Test Kit
<i>Technician</i>	George Caoe	<i>Manufacturer</i>	Mid-West: Instrument
<i>Temperature</i>	27 Celsius	<i>Model Number</i>	845-5
<i>Humidity</i>	40 %	<i>Serial Number</i>	05062715
<i>WO Results</i>	Pass	<i>Service Date</i>	Service Date: 8/7/2018
<i>Received</i>	in Tolerance	<i>Due Date</i>	8/7/2018

Work Order Notes: Calibrated & Tested

Accuracy of the gauge in the above test kit was checked against a Heise Standard as stated below. It has been calibrated using measurement standards traceable to the National Institute of Standards and Technology (NIST). Procedures utilized were in accordance with the USC FCCCHR Manual of Cross-Connection Control 10th Ed Appendix A and manufacturer's requirements. The remaining items in the test kit, if included (needle valves, hose, etc.) were evaluated and pressure tested.

The gauge was found to have performed as stated in the attached report. This calibration does not guarantee the accuracy of the gauge at any time subsequent to or prior to this calibration.

		Calibration Standard Used		
Description	Serial Number	Service Date	Due Date	ID
Heise Standard	44595	9/19/2017	9/19/2018	Standard 1
BAVCO Mechanical Procedure	Pass	Found / Left		
Test Description	True Value	Test Results		Status
Full Scale	12.0 PSIG	12.0 PSIG		Pass
	8.0 PSIG	8.0 PSIG		Pass
	5.0 PSIG	5.0 PSIG		Pass
	2.0 PSIG	2.0 PSIG		Pass
	1.0 PSIG	1.0 PSIG		Pass
Descending Zero	0.0 PSIG	0.0 PSIG		Pass

Signature: _____

Date: _____

08-07-18

Greene Backflow

Qualifications

Testing and repairing backflow prevention devices is our sole business. We have three certified testers on staff and all testers are American Water Works Association (AWWA) certified as well as licensed with LA County Department of Public Health, Ventura County Department of Public Health, and Orange County Department of Public Health. Greene Backflow holds contractors' licenses, C-36 Plumbing and C61/D64 which provides us with a solid knowledge base surrounding backflow prevention devices. Copies of certifications enclosed.

General Business History, Staff and Experience

- Founder Gene Greene started testing backflow devices in 1981 in La Palma, CA and L.A County and Orange County as a Sole Proprietor with the business name "Eugene Greene Backflow Testing".
- On May 14, 2013 the business was incorporated to an S Corp "Greene Backflow".
- 2012 Candace Guzman an officer of Greene Backflow became a certified tester through L.A. County Department of Public Health, Ventura County, Orange County as well as AWWA.
- 2018 Candace Guzman became the qualifying officer for our license 986747.
- 2018 2 additional testers were hired. One as a full-time tester whom has 10 years experience and another part time whom has 15 years' experience.
- Testing and repairing backflow devices is our sole business and not a sub-category or fill-in, which allows us to complete testing and/or repair jobs in an efficient and timely manner.
- We are familiar with the intricacies of working with municipalities.
- Contractors DIR number is 1000022675 and renews on 6/30/2019.

Executive Summary

Greene Backflow understands the intricacies of working with municipalities and intends to provide services as requested in RFP DWR01-2019, Annual Backflow Prevention Device Testing & Repair Services. We are familiar with

Testing and repairing backflow prevention devices is our sole business and therefore, Backflow Device inspections for the City of Lakewood will be performed within 30 business days from the receipt of the inspection forms or no later than the due date of October 31st of each year. All forms will be returned to the City within 5 business days from the date of initial inspection.

After repairs are performed by the City of Lakewood staff and once Greene Backflow has been notified that the device(s) are ready for final inspection, retests will be performed within 5 business days of the notice. Should Greene Backflow require additional time, the City will be notified in advance.

Greene Backflow is a Women owned and operated family business and because of this we have great communication and co-ordination within our company which will allow us to provide services set forth in RFP DWR01-2019 with ease.

Scope of Work/Methodology

Approach to Work:

- Greene Backflow understands our Technician Responsibilities. We carry all tools and parts necessary to complete and/or repair backflow prevention devices of all makes and models and sizes.
- We have 3 gauges, and all are kept in good condition and calibrated each year by the technicians at Bavco.
- Our technicians and vehicles are identified by our company name and logo. Each technician carries with her/him their current LA County Backflow Tester Identification card.

Greene Backflow Personal and qualifications:

- ♥ Lynn Greene, CEO
661-297-0429
lynn@greenebackflow.com
- ♥ Candace Guzman, President, CFO & Certified Backflow Tester
LA County Tester #000311
OC Tester #2835
AWWA Tester #14550
661-297-0429
candace@greenebackflow.com
- ♥ Joey Guzman, Certified Backflow Tester
LA County Tester #0000310
OC Tester #2834
AWWA #14551
greenebackflow@gmail.com
- ♥ Samantha Greene, Certified Backflow Tester
OC Tester #3280
San Bernardino #32521
661-297-0429
Samantha@greenebackflow.com
- ♥ Carissa Simpson, Administrative Assistant
661-297-0429
carissa@greenebackflow.com

References:

1. City of Palmdale
39110 3rd St. East, Palmdale, CA 93550
Contact: Paul Wood, Maintenance Specialist, CLIA, ISA Certified Arborist
Telephone: 661-267-5376
Email: pwood@cityofpalmdale.org
Service dates: 11/1/18-6/30/19
Summary of Project: Test and repair backflow prevention devices

2. Property Management Professionals
27220 Turnberry Lane, Suite 150, Valencia, CA 91355
Contact: Brandon Grosh, CP of Community Management
Telephone: 661-295-4900
Email: bgrosh@pmprollc.com
Service dates: ongoing
Summary of Project: Test and repair backflow prevention devices

3. Vallarta Supermarkets
12881 Bradley Avenue, Sylmar, CA 91342
Contact: Adela Mercado
Telephone: 818-898-0088 x1316
Email: adela.mercado@vallartasupermarkets.com
Service dates: Ongoing
Summary of Project: Test and repair backflow prevention devices



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2019

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.

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 AL MINICOLA GENERAL INSURANCE 16811 HALE AVENUE, SUITE A IRVINE, CA 92606-5066		CONTACT NAME: PHONE (AG, No. Ext): 949-336-4343 FAX (AG, No.): 949-336-4347 E-MAIL ADDRESS: CERTS@ALMINICOLA.COM	
INSURED GREENE BACKFLOW, INC. 28439 RODGERS DRIVE SAUGUS, CA 91350		INSURER(S) AFFORDING COVERAGE INSURER A: AMTRUST INTERNATIONAL UNDERWRITERS LTD. INSURER B: NATIONAL UNION FIRE INS. CO. INSURER C: STATE COMPENSATION INSURANCE FUND INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: ***RENEWAL*** 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 MSG	THUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 DED. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Y	XN102651105	07/15/18	07/15/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$			EBU 15803639	07/15/18	07/15/19	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	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 Y	9092629-2019	03/15/19	03/15/20	<input checked="" type="checkbox"/> WC STATUTORY LIMITS (CFR 5A) E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

JOB LOCATION(S): ALL CALIFORNIA OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

GREENE BACKFLOW, INC.
 28439 RODGERS DRIVE
 SAUGUS, CA 91350

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2019

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.

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 Michael K Veseth, CLU ChFC
1730 S Victoria Ave, Ste 200
Ventura, CA 93003

CONTACT NAME: Michael Veseth
PHONE (A/C No. Exp): 805 642-8271 FAX (A/C No.): 805 983-3379
E-MAIL ADDRESS: mike@vesethinsurance.com



INSURED GREENE, LYNN
28439 RODGERS DR
SAUGUS CA 91350-3837

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	State Farm General Insurance Company	25151
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> 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					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		282 5260-B27-55	02/27/2019	08/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Vehicle Description: 2005 TOYOTA HIGHLANDER SPORT WG, VIN: JTEGD21A350130539

CERTIFICATE HOLDER

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

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Purchase Water Parts and Supplies

INTRODUCTION

The Water Resources Department orders and uses various parts and supplies needed for our operations.

STATEMENT OF FACT

On June 27, 2017, the Purchasing Officer, in the presence of the City Clerk, opened three sealed responses for water inventory parts and supplies. Required legal notices were posted and bid packages were distributed to four potential bidders. Of the total packages distributed, three were received by the established deadline.

The Purchasing Officer and the Water Administration Manager reviewed the three bids to determine that specifications had been successfully met and the bid totals were accurate. The bid compared the lowest prices of 211 items plus the annual order quantity to determine the lowest responsible contractor. The following is a summary of the bids:

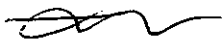
Rank	Name	% of Lowest Bid Items
1	S&J Supply Co.	78%
2	Ferguson	20%
3	C. Wells	4%

S&J of Santa Fe Springs, CA was the lowest bidder for 78% of our inventory and has agreed to keep the same prices. Therefore, staff recommends extending the contract for those lowest priced items for an amount not to exceed \$30,000 for FY2020. For inventory items where S&J Supply Co. is not the lowest bidder then Lakewood’s purchasing policy procedures of obtaining three quotes and purchasing from the low bidder will be followed.

RECOMMENDATION

Staff recommends that the City Council authorize the purchase of Water Parts and Supplies from S&J Supply Co. of Santa Fe Springs, CA for a total price of \$30,000 for FY2020.

Jason J. Wen, Ph.D., P.E.
Water Resources Director



Thaddeus McCormack
City Manager

COUNCIL AGENDA

June 11, 2019

TO: Honorable Mayor and City Council

SUBJECT: First Amendment to Professional Services Agreement (PSA)
Engineering Service for Multiple Year Watermain Replacement Projects FY2015
to FY2019

INTRODUCTION

On October 22, 2013 the City Council approved a contract with Tetra Tech, Inc. for Engineering Service for Multiple Year Watermain Replacement Projects from FY2015 to FY2019 for an amount of \$285,500. The contract with Tetra Tech, Inc. is scheduled to end on June 30, 2019; therefore, staff recommends extending the contract to June 30, 2020 and to carry-forward the remaining balance on Purchase Order #14002139 of \$48,595.

STATEMENT OF FACT

The contract with Tetra Tech, Inc. allowed staff to plan a multi-year watermain design and construction projects. To date, Tetra Tech, Inc. has completed the task of five high priority watermain design projects that are shovel ready for construction. However, \$48,595 or 17% of the project cost is outstanding pending completion of Task 4: Construction Engineering Support Services. Task 4 will be completed after a contractor is awarded the contract for the construction of the next watermain project. Therefore, staff recommends extending the existing contract to June 30, 2020 and to carry-forward the remaining balance on Purchase Order #14002139 of \$48,595.

RECOMMENDATION

Staff recommends that the City Council to:

- A. Approve the First Amendment to Professional Services Agreement with Tetra Tech, Inc. to extend the existing contract to June 30, 2020;
- B. Carry-forward the remaining balance on the Purchase Order #14002139 of \$48,595; and
- C. Authorize the Mayor to sign the contract in a form approved by the City Attorney.

Jason J. Wen, Ph.D., P.E.
Water Resources Director



Thaddeus McCormack
City Manager

**FIRST AMENDMENT TO AGREEMENT
FOR ENGINEERING SERVICES
FOR MULTIPLE YEAR WATERMAIN REPLACEMENT PROJECTS**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 11, 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and TETRA TECH, INC., sometimes hereinafter referred to as ENGINEER.

W I T N E S S E T H:

WHEREAS, on October 22, 2013, the CITY and ENGINEER entered into an Agreement entitled "ENGINEERING SERVICES FOR MULTIPLE YEAR WATER MAIN REPLACEMENT PROJECTS"; and

WHEREAS, the CITY and ENGINEER desire to extend the existing agreement until June 30, 2020.

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

TERM. This agreement shall be extended until June 30, 2020 and may be renewed by the City with the concurrence of the ENGINEER for any successive one-year term until project balance is depleted or unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

ENGINEER

CITY OF LAKEWOOD

Tetra Tech, Inc.

Mayor

Assigned to the Director of Water Resources

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Telecommunication Services Agreement with Abilita LA

INTRODUCTION

The City has utilized a telecommunications consultant services for the past seven (7) years. The services provided for under the proposed agreement include assisting the City in managing and reviewing all the telecommunications systems and infrastructure on a monthly basis.


STATEMENT OF FACT

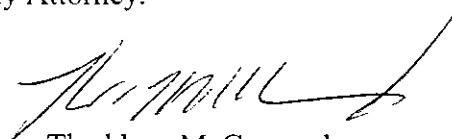
The City is in need of a telecommunication services consulting firm. Abilita LA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. Telecommunications consulting services will include working with telecom providers such as, Frontier, AT&T, TPx (formally Tele Pacific), and Protel.

Abilita LA has proven to be a vital service provider for the City. There have been problems that could have cost the City a great deal had Abilita not been vigilant. Abilita has proven valuable in resolving issues quickly and in providing savings to the City. The level of skill and industry knowledge allowed them to smooth the transition from Verizon to Frontier, which was fraught with billing issues for months. The City relies on Abilita to monitor our billing rates, call for repairs, audit our telecom plans, and inform us on potential changes in the future.

RECOMMENDATION

That the City Council extends the telecommunications services agreement with Abilita LA for a period ending June 30, 2020, in an amount not-to-exceed \$23,100 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa A. Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
TELECOMMUNICATION SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
ABILITA LA

Per Section 5 of the Agreement dated July 1, 2014, the undersigned agree to extend the agreement for telecommunication services dated the 1st day of July 2014 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as further amended as follows.

1. Revise Section II, Compensation for Services. CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. Said compensation shall be \$1,925. SERVICE PROVIDER shall submit invoices to the Director of Public Works for approval prior to authorization of payment and upon implementation of recommendations under this Agreement shall not exceed \$23,100 per year.

Dated the 11th day of June, 2019.

ABILITA

CITY OF LAKEWOOD

Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement for HVAC and Refrigeration Maintenance and Repair Services with Aire Rite A/C and Refrigeration, Inc.

INTRODUCTION

Aire Rite Air Conditioning and Refrigeration, Inc. has been assisting the City in providing preventative maintenance and repair services since early 2011, on refrigeration and on City heating, ventilating and air conditioning systems and equipment at The Centre at Sycamore Plaza and other City facilities. Aire Rite has provided excellent service under their agreement to date. Staff recommends their agreement be extended.


STATEMENT OF FACT

The City is in need of the part-time services of an HVAC system maintenance company to inspect, repair and maintain various heating and cooling equipment at several city facilities. Aire Rite maintains the HVAC and refrigeration equipment in a cost-effective manner, evaluates the city's HVAC and refrigeration systems for repairs and replacement, and performs the necessary repairs upon specific authorization. Their agreement allows for a monthly service fee, and maintenance parts such as filters and belts. Their agreement also includes an allowance for repairs and replacement parts and components for the refrigeration and HVAC systems to prevent overload, reduce energy consumption, and employee or client discomfort.

RECOMMENDATION

Staff recommends that the City Council:

1. Extend the HVAC and Refrigeration maintenance service agreement with Aire Rite A/C and Refrigeration, Inc., for a one-year period ending June 30, 2020, in an amount not to exceed \$110,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR SERVICES
BETWEEN CITY OF LAKEWOOD AND
AIRE RITE AIR CONDITIONING AND REFRIGERATION, INC.

The Agreement dated June 27, 2017, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for On Call services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.
Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

DON LANGSTON, PRESIDENT
AIRE RITE A/C AND REFRIGERATION, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Engineering Services Agreement with Associated Soils Engineering, Inc.

INTRODUCTION

Associated Soils Engineering has assisted the City with engineering services on street and water public works projects for many years. These services were consolidated under one agreement to eliminate the need for several individual agreements for similar work. The work performed under these agreements include various testing and observation services such as plant inspection, field-tests, laboratory tests, engineering and reporting.


STATEMENT OF FACT

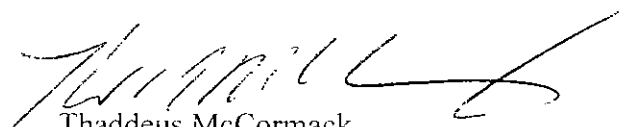
The City is in need of on-call services of a geotechnical engineer for street and water related engineering services. Associated Soils Engineering has the required licenses and experience to perform all aspects of the scope of work outlined in previous agreements. The costs will be allocated to various water and street projects as each one is undertaken and will be authorized by the Director of Public Works prior to commencement in accordance with the standard rates set forth in the contract.

Associated Soils Engineering has provided geotechnical engineering services for the City in a very professional and cost effective manner.

RECOMMENDATION

That the City Council extend the engineering services agreement with Associated Soils Engineering for a period ending June 30, 2020, in an amount not to exceed budgeted amounts for geotechnical work, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
ASSOCIATED SOILS ENGINEERING, INC.

Per Section 4 of the Agreement dated July 1, 2001, the undersigned agree to extend the agreement for engineering services dated the 1st day of July 2001 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the 2019 Fee Schedule for services actually rendered."

Dated the 11th day of June, 2019.

ENGINEER

CITY OF LAKEWOOD

Authorized Representative

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

Steve Skolnik, City Attorney

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Extension of Hardscape Maintenance Agreement with CJ Construction

INTRODUCTION

CJ Construction, Inc. provides hardscape maintenance services to the City. These services include removal and replacement of damaged sidewalk, curb, gutter, and access ramps. In some cases, removal and replacement of asphalt is also necessary due to curb and gutter maintenance.

STATEMENT OF FACT

The City is in need of the part-time services of a hardscape maintenance contractor and CJ Construction, Inc. has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

CJ Construction, Inc. has provided hardscape maintenance services for the City in a very professional and cost effective manner.

The budgeted amount for hardscape work is generally about \$500,000. CJ Construction also does hardscape work on pavement rehab projects that are funded with transportation funds.

The Agreement with CJ Construction entitles them to a price increase based on the April to April CPI for this area. CJ Construction has requested this CPI increase. The proposed Schedule of Compensation reflects a 3.34% CPI increase which is the CPI increase for this area during the past year.

RECOMMENDATION

That the City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2020, in an amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp *LAR*
Director of Public Works


Thaddeus McCormack
City Manager

Renew Agreement – CJ Const
June 11, 2019

CITY OF LAKEWOOD
AGREEMENT
for
HARDSCAPE MAINTENANCE

EXHIBIT A

SCHEDULE OF COMPENSATION

CJ Construction has carefully examined the hardscape infrastructure of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2020. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

Item No.	Description	Units	Unit Price
1	Target Area: R&R Sidewalk (4-inch)	SF	\$6.57
2	Target Area: R&R Curb & Gutter	LF	\$39.40
3	Target Area: R&R Driveway Approach (6-inch)	SF	\$6.57
4	Target Area: R&R Asphalt Pavement	SF	\$5.25
5	Target Area: R&R Curb Ramp	EA	\$2,428.26
6	Isolated Locations: R&R Sidewalk (4-inch)	SF	\$6.57
7	Isolated Locations: R&R Curb & Gutter	LF	\$39.40
8	Isolated Locations: R&R Driveway Approach (6-inch)	SF	\$6.57
9	Isolated Locations: R&R Asphalt Pavement	SF	\$5.25
10	Isolated Locations: R&R Curb Ramp	EA	\$2,428.26

RENEWAL OF AGREEMENT FOR
HARDSCAPE MAINTENANCE
BETWEEN THE CITY OF LAKEWOOD AND
CJ CONSTRUCTION, INCORPORATED

Per Section 15 of the Agreement dated December 14, 2004, the undersigned agree to extend the agreement for hardscape and asphalt maintenance services dated the 14th day of December 2004 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as amended and as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 11th day of June, 2019.

CJ CONSTRUCTION, INC.

CITY OF LAKEWOOD

John Sarno, President

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

Steve Skolnik, City Attorney

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Agreement for On-Call Roof Warranty Inspection and Consulting Services with D7 Consulting Inc.

INTRODUCTION

In the course of work assigned to the Public Works Department specialized engineering and technical consultants are needed. The City has a major investment in the roofing materials and systems used on buildings and other structures. In order to preserve this investment, staff recommends a service provider agreement be approved with D7 Consulting Inc., to provide routine inspections and consulting services for roofing systems and for future re-roofing projects.

STATEMENT OF FACT

The City is in need of the part-time services of a roofing inspection and consulting services company to inspect and provide recommendations for maintenance of roofing systems installed at various city facilities. D7 Consulting Inc. are qualified to perform this service. They have provided such services on a number of past projects as a consultant with the City. Their work is performed on a time and material basis, under D7 Consulting Inc.'s standard rate schedule, with cost proposals submitted prior to work authorization.

As part of the CIP program recommended through the Facilities Condition Assessment, funds have been targeted for roofing improvements. Before commencing these improvements, it is necessary to undertake a review of the identified locations by qualified consultants to assure that the proper work in the highest priority order has been identified in more detail than the FCA could provide. D7 Consulting Inc. has provided a proposal for evaluation of 21 City sites which would refine the scope of work, the priority, and necessary timing for these improvements at a cost of \$50,750. Staff recommends that the work be authorized under their on-call agreement. A copy of their proposal is attached.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the on-call consulting agreement with D7 Consulting Inc. for roof warranty and inspection services for a one-year period ending June 30, 2020, in an amount Not-To-Exceed \$55,000, and authorize the Mayor and City Clerk to sign the agreement in a form as approved by the City Attorney.
2. Authorize the "Roof Evaluation Survey Proposal" per the D7 Consulting Inc. proposal dated May 13, 2019.


Approval of Agreement for Roof Warranty Inspection and Consulting
Services with D7 Consulting Inc.

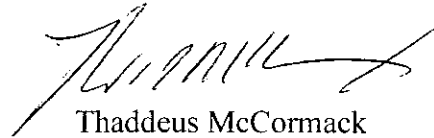
June 11, 2019

Page 2

RECOMMENDATION – Continued

3. Appropriate \$50,750 from the General Fund assigned fund balance - Capital Replacement and Repair for the work listed in the proposal dated May 13, 2019.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD

AND

D7 CONSULTING INC.

THIS AGREEMENT, made and entered into this 11th day of June, 2019, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and D7 Consulting Inc., sometimes hereinafter referred to as SERVICE PROVIDER,

WITNESSETH:

WHEREAS, City is in need of the part-time services of roof inspection and warranty maintenance, and said D7 Consulting Inc. is desirous of providing said services;

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto do mutually agree as follows:

1. Scope of Services.

SERVICE PROVIDER agrees to provide to CITY at his own cost and expense when requested by CITY those services set forth on Exhibit A, attached hereto and made a part hereof.

2. Compensation for Services.

The CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. Said compensation shall be paid on a monthly basis, based on services performed during said month, at the rates indicated in Exhibit A. SERVICE PROVIDER shall submit invoices to the Director of Public Works for approval prior to authorization of payment. The total compensation under this Agreement shall not exceed \$55,000.

Payments on approved invoices shall be made within thirty (30) days of receipt and approval of said invoice by the Director of Public Works.

3. Independent Contractor.

It is expressly understood and agreed that SERVICE PROVIDER has been retained, at his request, as an independent contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. SERVICE PROVIDER acknowledges the

independent contractor relationship and releases the CITY from any liability or obligation to make deductions or withholding from his compensation in respect to unemployment, income taxes, disability, social security, health or pension matters.

SERVICE PROVIDER acknowledges his independent contractor's status in performing said services, and agrees to bear the risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon SERVICE PROVIDER pursuant to this Agreement, and does hereby release the CITY, its officers and personnel from any liability to SERVICE PROVIDER for any loss or damage thereby incurred, except where said loss or damage was caused by the CITY.

4. Termination.

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written prior notice thereof. In the event of termination, the CITY shall pay to SERVICE PROVIDER the total value of the services of SERVICE PROVIDER to the final date of termination computed in accordance with the terms and provisions of this Agreement.

5. Term.

This Agreement shall be for a term commencing July 1, 2019 and terminating June 30, 2020 and may be renewed by the CITY with the concurrence of SERVICE PROVIDER for any successive one-year term, unless sooner terminated as hereinbefore provided.

6. Assignment.

SERVICE PROVIDER shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of the CITY.

7. Ownership of Documents.

It is understood and agreed the CITY has full and complete and absolute title to all plans, drawings, reports, and other documents supplied by the CITY to SERVICE PROVIDER during the course of this Agreement, or prepared by SERVICE PROVIDER for the CITY during the course of this Agreement.

8. Insurance.

During the term of this Agreement, SERVICE PROVIDER shall maintain in full force and effect, and deposit with the CITY, insurance or certificate of insurance, which shall evidence the fact that SERVICE PROVIDER has in full force and effect a comprehensive personal injury and property damage policy protecting SERVICE PROVIDER and the CITY from liability for personal injury and property damage arising from the performance of duties under this Agreement, including the operation of any vehicle, in the amounts of one million dollars (\$1,000,000), combined single limits. Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the CITY thereof and shall name the CITY as additional insured.

Prior to commencing services under this Agreement, Consultant shall deliver to the City satisfactory proof that SERVICE PROVIDER maintains Professional Liability Insurance with limits of not less than \$1,000,000 each occurrence/claim, and \$2,000,000 annual aggregate, which insurance shall remain in full force and effect throughout the term of this Agreement.

9. Indemnity.

SERVICE PROVIDER shall indemnify and save the CITY harmless from any suits, claims or actions brought by any person or persons, including his agents or employees, or consultants, for or on account of any injuries or damages or other loss, cost or expense caused by the negligent or wrongful act or omission of SERVICE PROVIDER, his agents and employees, or his subcontractors and the agents and employees thereof, arising out of the services to be performed by SERVICE PROVIDER pursuant to this Agreement.

10. Assumption of Risk.

SERVICE PROVIDER does hereby assume all risks to himself, his personnel, subcontractors and agents, and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by SERVICE PROVIDER and said SERVICE PROVIDER further releases the CITY, its officers and employees, from any liability therefor.

11. Prevailing Rate of Wages.

The Director of Public Works at the direction of the City Council has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard, pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workmen employed on the project. Copies of the prevailing rate of per diem wages are on file at the Public Works office, City Hall, and are available to any interested party on request. Referenced hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the contractor shall pay not less than the minimum thereof.

12. Reservation of Rights.

Nothing in this Agreement shall be deemed to bind the CITY to any course of conduct other than its obligation hereunder to pay SERVICE PROVIDER for said services rendered. It is understood the CITY reserves complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it, or submitted by said SERVICE PROVIDER. It is further understood that acceptance herein by the CITY of any design, plan, specification or recommendation of SERVICE PROVIDER shall be for the purpose of compensating SERVICE PROVIDER only, and shall not be binding on the CITY as to any other further course of action. The CITY reserves the complete right to authorize additional, other or

independent SERVICE PROVIDER services or studies, and it is agreed that SERVICE PROVIDER does not have any exclusive rights to said services from the CITY.

13. 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 with postage prepaid thereon, addressed as follows:

To the CITY:

City Clerk
City of Lakewood
5050 N. Clark Avenue
Lakewood, CA 90712

To the SERVICE PROVIDER:

D7 Consulting Inc.
1000 Dove Street, Suite 102
Newport Beach, California 92660

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

SERVICE PROVIDER

CITY OF LAKEWOOD

D7 CONSULTING INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Your Building
Envelope Consultant

1000 Dove Street, Suite 102
Newport Beach, CA 92660
Phone: (949) 955-2777
www.d7consulting.com

June 4, 2019

Ms. Samantha Chambers
City of Lakewood Public Works
5050 Clark Ave.
Lakewood, CA 90712

Reference: D 7 Rate Sheet
Commercial Building – Existing
City-Wide Facility Roofs
Lakewood, CA

Dear Ms. Chambers:

STANDARD RATES FOR D 7 CONSULTING:

General Consulting:	\$ 250.00 / hour
Quality Assurance Observation:	\$ 750.00 / day
Administrative:	\$ 80.00 / hour
CAD Draftsman:	\$ 100.00 / hour



Your Building
Envelope Consultant

1000 Dove Street, Suite 102
Newport Beach, CA 92660
Phone: (949) 955-2777
www.d7consulting.com

May 13, 2019

Ms. Samantha Chambers
City of Lakewood Public Works
5050 Clark Ave.
Lakewood, CA 90712

Reference: Roof Evaluation Survey Proposal
Commercial Building – Existing
City-Wide Facility Roofs
Lakewood, CA

Dear Ms. Chambers:

Pursuant to your request, D 7 CONSULTING INC. is pleased to provide you with this Proposal for the roof area referenced above. Please review the following to ensure the services proposed are acceptable.

PROJECT DESCRIPTION

The project consists of various commercial buildings located in Lakewood, CA.

D 7 CONSULTING INC. SCOPE OF WORK – ROOF EVALUATION SURVEY

A *Visual Survey* of the roof area(s) will be provided by D 7 paying special attention to the following:

- ✓ Membrane Conditions
- ✓ Wall Covering
- ✓ Deck Type
- ✓ Equipment Supports
- ✓ Base Flashings
- ✓ Sheet Metal Flashings
- ✓ Counterflashing
- ✓ Penetrations

From the Visual Survey a narrative report is developed including the following components:

Executive Summary

The *Executive Summary* will discuss the overall condition of the roofing membrane, as well as components of the system that have an impact on the immediate and long-term serviceable life.

Recommendations

Recommendations will accompany the report listing repairs, maintenance and upgrades or roof replacement. The recommendations will be based upon; rooftop penetration types, condition of the membrane(s), flashings, drainage, sheet metal and insulation.

Budget

Budgetary considerations will be based upon the condition of the existing system(s), type of repairs/replacement required and the usage of the space/tenant needs. The Budget term is based upon a five (5) year time frame from the time of the evaluation and does include roof replacement budgets if recommended within the five (5) year period.

Roof Plan/Photographic Essay

A *Roof Plan* depicting individual roof sections, roof top penetrations, mechanical units and deficiencies will be generated from our findings.

The roof plan will be supported by the *Photographic Essay*, which serves to visually document the overall condition and deficiencies noted.

Core Samples

Core Samples are taken, as needed, to identify the physical make-up of the roof system and determine the overall condition.

COST TO PERFORM THE REQUESTED WORK

Price for this service:

S See Attached Spreadsheet

Thank you for the opportunity to issue this Proposal for Consulting Services. Please contact me if you have any questions or would like to discuss this Proposal.

D 7 NOTES:

- Note #1:** D 7 has **not** included services and fees for exterior wall waterproofing systems and door/window flashing components on the building. D 7 has **not** included interior kitchen or bathroom systems related to waterproofing. No plaster or other exterior skin components are included.
- Note #2:** Site Visits shall consist of meetings at the project to review questions, concerns or non-compliant work related to roofing components on the day of each visit. D 7 will also review and document the roofing application on the day of each visit, provide assistance with moisture tests on substrates prior to application of roofing components when necessary, and review mock-up of/or preliminary installations of roofing components.
- Note #3:** Site Visits or Punchlists do not represent approval or acceptance of roofing installations. Work installed prior to or after the date on which visit occurred cannot be reviewed with regard to substrate conditions, installation procedures or system attachment. Incomplete work, improper work or any component not reviewed prior to the actual day of each visit is not the responsibility of D 7.
- Note #4:** D 7 recommends Full-time Quality Assurance Observation in order to provide complete documentation of work related to roofing.
- Note #5:** Final Reviews are only performed on work in which D 7 provided Full-time Quality Assurance Observation.

TERMS & CONDITIONS

D 7 must have fully executed proposal or contract for work prior to commencement of services for the project. The D 7 Terms & Conditions must be incorporated into, by reference, or included as an attachment to any contract created by or issued by the client.

Payment terms shall be Net Thirty (30) days from **DATE OF INVOICE**. Any other terms agreed to shall be clearly depicted within a separate contract document and must be agreed to by D 7 prior to commencement of any services on the project.

Payments made after requirement listed above or agreed upon shall incur additional cost of 3% of invoice total.

Late payment of invoices shall be cause for D 7 to stop services on the project. Work will commence when all payments due are current.

D 7 can terminate services on any portion of the project provided we have notified the client in advance no less than 30 days.

D 7 is not responsible for any 3rd party dispute. Payment of services is required regardless of client or other party entering into mediation or arbitration during the work or after the completion of the project.

D 7 reserves the right to file liens on all projects in an effort to secure payment in a timely manner. Releases or waivers shall be furnished upon payment of services in full.

All Consulting services performed for the above referenced project, at the request of the client, and not specifically outlined herein, will be billed at the rate of \$250.00 per hour.

D 7 reserves the right to increase the fees listed in this proposal based upon any request for insurance certificates or indemnifications above and beyond our standard coverage. D 7 will provide the Client with a breakdown of the cost, if any, and proceed only after receiving written authorization from the Client.

The Consultant will not be a constructor, thus will not participate in any construction contracts under the project. The Consultant will work with the Project Team and monitor the Roofing & Waterproofing Contractor that has been retained to perform the specified scope of work.

Limitations On Consultant's Responsibility, Indemnity & Insurance

Client acknowledges that Consultant is performing professional services on behalf of Client and in the event claims, losses, damages or expenses are caused by the negligence of Consultant or Client or both, Client agrees to indemnify and hold harmless Consultant, and Consultant's officers, employees, agents and representatives, from and against liability for all Professional Liability claims, losses, damages and expenses whether or not insured, including reasonable attorney's fees.

This Proposal is good for 60 days from date listed above. If after 60 days the Client requests services outlined within this Proposal, D 7 shall review and provide revised pricing as necessary.

No changes/modifications may be made to this proposal without prior consent/agreement by both parties.

Agreed and accepted as of the first date set forth below.

Dated: _____

Client Signature

Print Name

Company

Title

If signed by entity other than to which the proposal is addressed, please provide address, phone number and email address.

Address

Phone Number

Email Address

Dated: _____

Principal's Signature

Joseph Daniels, President


Print Name

D 7 CONSULTING INC.

**CITY WIDE FACILITY
CITY OF LAKEWOOD**

5/13/2019

	BUILDING NAME	ADDRESS	SQ FT	PRICE
1	Arbor- Admin Office	5812 Arbor Rd. Lakewood, CA 90713	4925	\$ 1,750.00
1	Arbor- Admin Office	5812 Arbor Rd. Lakewood, CA 90713	4925	\$ 1,750.00
1	Arbor- Meter/Print Shop	5812 Arbor Rd. Lakewood, CA 90713	3200	\$ 1,575.00
1	Arbor-Plumbing Shop	5812 Arbor Rd. Lakewood, CA 90713	3360	\$ 1,575.00
2	Biscailuz Park - Control Build	2601 Dollar St. Lakewood, CA 90712	5000	\$ 1,800.00
3	Bloomfield Park - Activity Building	21420 Pioneer Blvd. Lakewood, CA 90715	7900	\$ 1,950.00
4	Bolivar Park - Bathhouse & McCormick pool	3300 Del Amo Blvd. Lakewood, CA	7500	\$ 1,950.00
5	Bolivar Park - Control Building	3300 Del Amo Blvd. Lakewood, CA	3730	\$ 1,575.00
6	City Hall	5050 Clark Ave. Lakewood, CA 90712	21000	\$ 2,250.00
7	City Hall - Trailer	5050 Clark Ave. Lakewood, CA 90712	400	\$ 750.00
8	Del Valle Park - Control Build	5939 Henrilee St. Lakewood, CA 90712	3730	\$ 1,575.00
9	Del Valle - Youth Center	5939 Henrilee St. Lakewood, CA 90712	8300	\$ 1,950.00
10	Mae Boyar - Activity Building	2701 Del Amo Blvd. (North side of Del Amo) Lakewood, CA 90712	7,120	\$ 1,250.00
11	Mae Boyar - George Nye Library	6600 Del Amo Blvd. Lakewood, CA 90713	12,000	\$ 1,950.00
12	Mayfair Park - Activity Bldgs and Swim Pavilion	5720 Clark Ave. Lakewood, CA	7314	\$ 1,950.00
13	Mayfair Park - Pump House and Pool	5720 Clark Ave. Lakewood, CA	1000	\$ 1,250.00
14	Monte Verde Lodge	4626 Shadeway Rd. Lakewood, CA	6000	\$ 1,800.00
14	Monte Verde Lodge	4626 Shadeway Rd. Lakewood, CA	280	\$ 750.00
15	Nixon - Bldg A (RCS)	6929 Nixon St. Lakewood, CA	5000	\$ 1,050.00
15	Nixon - Bldg B (PW)	6929 Nixon St. Lakewood, CA	5000	\$ 1,050.00
15	Nixon - Bldg B (PW)	6929 Nixon St. Lakewood, CA	284	\$ 750.00
15	Nixon - Bldg C (Purchasing)	6929 Nixon St. Lakewood, CA	2400	\$ 1,050.00
15	Nixon - Bldg G (Garage)	6929 Nixon St. Lakewood, CA	1968	\$ 1,050.00
15	Nixon - Paint\Welding Shop	6929 Nixon St. Lakewood, CA	?	\$ 1,050.00
15	Nixon - Paint\Welding Shop	6929 Nixon St. Lakewood, CA	?	\$ 2,250.00
16	Palms Park - Community Center	12305 207th St. Lakewood, CA	14650	\$ 2,450.00
17	Post Office-Dock Canopy	5200 Clark Ave. Lakewood, CA		\$ 1,050.00
17	Post Office-Multi-Level Flat Roof	5200 Clark Ave. Lakewood, CA		\$ 1,575.00
18	San Martin Park - Control Building	5231 Ocana Ave. Lakewood, CA	3730	\$ 1,575.00
19	The Centre (Adjacent to City Hall)	5000 Clark Ave. Lakewood, CA	23000	\$ 2,250.00
20	Weingart Senior Center	5220 Oliva Ave. Lakewood, CA	14600	\$ 1,950.00
21	William Burns Community Center	5510 Clark Ave. Lakewood, CA		\$ 2,250.00
Totals:			159196	\$ 50,750.00

 Indicates multiple buildings

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of On-Call Architectural Services Agreement
With Dahlin Group

INTRODUCTION

Dahlin Group has been successfully assisting the City with consulting Architectural Services since December of 2018. They offer a wide array of project experience, in particular park and civic buildings. They are currently assisting the City with an ADA improvement project. Staff recommends amending the on-call agreement with Dahlin Group.

STATEMENT OF FACT


The City has a continued need of the services of a contract architectural planning, design and engineering firm and Dahlin Group has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

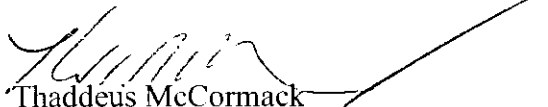
Dahlin Group has provided architectural planning, design and engineering services for the City in a very professional and cost effective manner. This amendment updates their standard hourly rates for the upcoming fiscal year.

RECOMMENDATION

Staff recommends that the City Council:

That the City Council amend the on-call architectural services agreement with Dahlin Group, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ON-CALL ARCHITECTURAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND DAHLIN GROUP

The Agreement dated December 11, 2018 as amended is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read “For consideration of the Architectural services performed by the Architect and when approved by the City, the City agrees to pay to the Architect on a time and material basis, at a rate determined by the Schedule of standard hourly rates dated 2019-2020 attached, for services actually rendered.”

The Agreement of December 11, 2018, as amended June 11, 2019 is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

Gregor Markel
DAHLIN GROUP

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



2019 / 2020 BASIC HOURLY RATE SCHEDULE

Doug Dahlin – Founder	\$255
Nancy Keenan – President	\$250
John Thatch – Vice President / Design Director	\$250
Senior Principal	\$235
Principal	\$195
Director	\$195
Senior Associate	\$185
Associate	\$175
Senior Architect, Senior Project Manager, Senior Planner, Senior Designer	\$165
Architect, Project Manager, Designer	\$145
Planning Project Manager, Digital Graphics Manager	\$145
Senior Graphic Artist, Senior Graphics Manager	\$145
Job Captain, Planner III, Graphic Artist III	\$125
Designer/Drafter II, Planner II, Graphic Artist II	\$105
Designer/Drafter I, Planner I, Graphic Artist I	\$ 95
Corporate Administrator	\$ 85
Intern and Clerical	\$ 65

Computer Plotting (Grayscale)	(24" x 36" sheet – bond)	\$7.26 / Sheet
	(30" x 42" sheet – bond)	\$10.59 / Sheet
Computer Plotting (Color)	(8.5" x 11" sheet) Standard Paper	\$.65 / Sheet
	(8.5" x 11" sheet) Heavy Matte Paper	\$.85 / Sheet
	(11" x 17" sheet) Standard Paper	\$2.10 / Sheet
	(11" x 17" sheet) Heavy Matte Paper	\$2.50 / Sheet
Oversize Computer Plotting (Color)		\$4.00 / sq. ft.
Oversize Grayscale Plotting on Bond Paper (Finished Graphics, rendering)		\$2.75 / sq. ft.
Oversize Grayscale Plotting on Vellum		\$2.93 / sq. ft.
Line Print for Graphics (Black and white line print on special paper that accepts marker)		\$2.00 / sq. ft.

Consultant fees, additional vendors, outside services, printing, graphic materials, telephone, and similar project related expenses: 1.15 x billing.

Expert Witness rate at 3x Billable Rate.

Travel time at Basic Hourly Rate. Travel mileage beyond Southern California at \$0.58 per mile.

Invoices are due upon presentation and become delinquent if not paid within 30 days of invoice date. Past due invoices are subject to a late charge of 1.5 percent per month.

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Dekra-Lite Holiday Lighting and Equipment Agreement

INTRODUCTION

Dekra-Lite has provided Holiday decorations for the Centre at Sycamore Plaza for the past six years. Staff recommends their agreement be extended.


STATEMENT OF FACT

Located in southern California, Dekra-Lite has provided cities with an innovative approach to lighting and fixtures since 1987. Dekra-Lite staff is able to assist from design to installation, storage, and maintenance. The agreement includes the installation, removal, and storage of previously purchased lighting and equipment in an amount not to exceed \$42,000 per year. Dekra-Lite has provided lighting and equipment in six prior fiscal years and has performed in a satisfactory manner.

RECOMMENDATION

Staff recommends that the City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one year period ending June 30, 2020, in an amount not to exceed \$42,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR SERVICES
BETWEEN CITY OF LAKEWOOD AND
DEKRA-LITE INDUSTRIES, INC.

The Agreement dated June 28, 2016, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 28, 2016, is reaffirmed in all other aspects, except as amended herein.
Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

DEKRA-LITE INDUSTRIES, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Dekra-Lite
 3102 W. Alton Ave.
 Santa Ana, CA, 92704
 Phone: (714) 436-0705
 Web: www.dekra-lite.com

Quote

Sales Install No.: QT084973
 Order Date: 3/11/2019
 Ship Date: 11/27/2019
 Customer ID: LAK029
 Currency: USD

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 ext. 2505	City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30	Nancy White
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood		

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
1	LABORIRS of IPS System	Labor Installation, Removal & Storage	2	EA	725.00	1,450.00
2	LABORIRS Fiberglass Sleigh	Labor Installation, Removal & Storage	1	EA	2,490.00	2,490.00
3	LABORIRS of Toy Soldier	Labor Installation, Removal & Storage	2	EA	600.00	1,200.00
4	LABORIRS of Drum Base for Toy Soldiers	Labor Installation, Removal & Storage	2	EA	600.00	1,200.00
5	LABORIRS of 24" Fiberglass Giant Present	Labor Installation, Removal & Storage	5	EA	600.00	3,000.00
6	LABORIRS of 32" Fiberglass Giant Present	Labor Installation, Removal & Storage	5	EA	600.00	3,000.00
7	LABORIRS of 48" Fiberglass Giant Present	Labor Installation, Removal & Storage	2	EA	600.00	1,200.00
8	LABORIRS of 24" Double Bow Accent Kit	Labor Installation, Removal & Storage	2	EA	135.00	270.00
9	LABORIRS of 8' Wreaths w/ LED Mini Lights and Red Bows	Labor Installation, Removal & Storage	2	EA	1,150.00	2,300.00
10	LABORIRS of 9' Scroll Lit w/ LED Mini Lights and Red Bow	Labor Installation, Removal & Storage	1	EA	900.00	900.00
11	LBC9LEDLF120SUNWW-SMD *Replacement Bulbs for Perimeter Lighting	SMD LED C9 (E17) Faceted Bulb, Sun Warm White (2600-2800K)	100	EA	1.45	145.00
12	PERIMETERLABOR	Perimeter Lighting Labor Includes: Installation, Maintenance, Removal and Storage of 360' C9 Faceted Warm White LED Perimeter Lighting	1	EA	1,050.00	1,050.00
13	PERIMETERLABOR	Perimeter Lighting Labor Includes: Installation, Maintenance, Removal and Storage of 670' C9 Faceted Warm White LED Perimeter Lighting	1	EA	1,935.00	1,935.00
14	LABORIRS of Wall Washers (Custom Programmed)	Labor Installation, Removal & Storage	6	EA	125.00	750.00
15	LABORIRS of 850mm Snowfall Tubes	Labor Installation, Removal & Storage	25	EA	40.00	1,000.00
16	LABORIRS of 570mm Snowfall Tubes	Labor Installation, Removal & Storage	10	EA	40.00	400.00
17	LABORIRS of Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)	Labor Installation, Removal & Storage	1	EA	900.00	900.00
18	LABORIRS of Warm White LED Mini Lights	Labor Installation, Removal & Storage	4	EA	300.00	1,200.00



Dekra-Lite
 3102 W. Alton Ave.
 Santa Ana, CA, 92704
 Phone: (714) 436-0705
 Web: www.dekra-lite.com

Quote

Sales Install No.: QT084973
Order Date: 3/11/2019
Ship Date: 11/27/2019
Customer ID: LAK029
Currency: USD

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 ext. 2505	City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30	Nancy White
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood		

19	LMLED5M50L6GWWH	Warm White LED Mini Lights. 5MM Reflective, 6x6x6" sp, Grn Wire (50 Bulbs)	12	EA	14.41	172.92
		*Replacement Strands				
20	LABORIRS	Labor Installation, Removal & Storage of 24' RGB Sequoia Tree w/ Classic Decor Package and Tree Topper	1	EA	16,500.00	16,500.00

Signature: _____

Date: _____

Please sign and email or fax to (714) 436-0612	Sub Total:	41,062.92
Install Date: Nov. 1-27, 2019	Freight & Misc.:	0.00
Removal Date: Jan. 2-18, 2020	Tax Total:	30.20
	Total (USD):	41,093.12

Dekra-Lite Terms and Conditions

Prices: All Prices subject to change without notice. All minimums are per color/or size (solid pack). Mixing colors to meet minimums is not acceptable. All orders are F.O.B. Santa Ana, California.

Payment Terms:

Credit Card - We Accept: AMEX, Discover, MasterCard, Visa ACH, EFT and Wire Transfers.

Prepaid - please add estimated freight of 15% to order total.

Upon approved credit we will determine Net Terms and Credit Limit.

New Customers - Please furnish five (5) references, complete and sign our credit application. Credit approval may take 10 business days, so you may prefer your first order to be credit card or prepaid.

Warranty: We warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all steel frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

LED Light strands have a warranty for three (3) 60 day seasons or 25,000 hours, whichever comes first. Simply ship the product to us and we will replace the LED Light strand free of charge.

Frame Trees are covered by a ten (10) year warranty against defect under normal conditions and use.

All items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Labor to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before packing and is packed in an approved manner in approved cartons when it leaves the warehouse.

For the purposes of this warranty one (1) season is defined as one installation and removal for a duration lasting no more than 60 days.

Return Policy: Any returned products under the following conditions will result in a 20% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

Acceptance of Merchandise: Consignee/customer is responsible to notify Dekra-Lite of all impending claim(s) of merchandise delayed, lost or damaged in transit. When accepting shipment, consignee/customer must inspect all merchandise completely and any claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with Dekra-Lite within 48 hours of delivery or in the case of concealed damage, within 48 hours of identifying the concealed damages. Customer/consignee is to provide required information and evidence of damage or loss according Dekra-Lite claims procedure. This may include preservation of evidence of damage/loss for future inspection. Failure to follow Dekra-Lite claims procedure may result in claim denial by the carrier.

General Terms: The parties agree to the following additional terms of this contract. This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County, CA before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation date or upon shipping unless specified in payment terms on the proposal/order. Cancellation and reductions are subject to a 20% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). All payments are due according to the terms of each individual proposal/order.

Installation: All requested changes to the described work on the proposal/order will be subject to additional charges. Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.

Electrical Requirements: Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to decor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet decor, lighting, outlets and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture. Lighting or decor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of. Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the decor is installed on their property. Dekra-Lite will make efforts when possible to replace such product for an additional charge.

Storage: Storage charges and dates begin upon removal of decor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

Insurance: Our standard liability coverage limits are \$2,000,000.00 General Aggregate; 2,000,000.00 Products-Comp/Op Aggregate.; \$1,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation. Our excess liability coverage limits are \$2,000,000.00 General Aggregate; \$2,000,000.00 Products-Comp/Op Aggregate.; \$2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment to Appendix B for Refuse Collection with EDCO Waste Services

INTRODUCTION

EDCO Waste Services provides automated curbside recycling and refuse collection in Lakewood. Staff in consultation with EDCO has determined the need to amend Appendix B for refuse collection. The amendment to Appendix B increases the residential contract amount by 3.6727 percent, a blended rate based on the January-to-January C.P.I. and tipping fee increase, to the amounts collected by the contractor for residential recycling and refuse service.


STATEMENT OF FACT

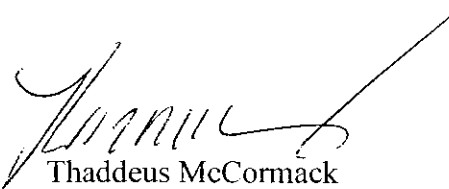
The City of Lakewood's contract with EDCO Waste Services includes a provision for the annual adjustment of rates for residential automated curbside recycling, greenwaste and refuse collection and disposal services, based upon the April to April CPI. EDCO has offered to use the January to January CPI to allow for an earlier determination of the rates to provide more time to notice customers. For this coming rate adjustment, they agreed to use either the January to January (3.15%) or the April to April (3.34%) CPI, whichever is lower. With this annual update of their service provider agreement, an amendment to the language in the EDCO agreement that allows for the CPI adjustments will formally change the CPI to January to January going forward.

The Environmental Management Committee met on February 26, 2019 to review residential refuse rates. Staff reported to the committee that using the January to January CPI data, and projecting the EDCO contract cost together with other operational expenses, the proposed Single Family Residence (SFR) rate increase would be 3.3%, or \$0.69 per month, from \$20.87 to \$21.56 per month. The Committee approved providing the Prop 218 notice of the 3.3% increase estimate. The revised EDCO contract rates for SFR services included in the attached Appendix B is consistent with the noticed rate increase. The Prop 218 notice stated that there would be a public hearing at the City Council meeting on June 25, 2019 to consider the SFR rate, after which the City Council can consider final action on the proposed rate.

RECOMMENDATION

Staff recommends that the City Council approve the 2019 amendment to Appendix B with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

AMENDMENT OF 2009 AGREEMENT FOR
SOLID WASTE COLLECTION AND DISPOSAL
BETWEEN THE CITY OF LAKEWOOD AND
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2018 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2019.

In addition, all references in the Agreement to the Los Angeles-Long Beach All Urban Consumer Price Index April to April, shall henceforth be changed to Los Angeles-Long Beach All Urban Consumer Price Index January to January.

The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Date the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

EDCO WASTE SERVICES, LLC

Todd Rogers
Mayor

ATTEST

Jo Mayberry, City Clerk

APPROVED AS TO FORM:

City Attorney

Appendix B
CITY OF LAKEWOOD RATE SCHEDULE
 Effective July 1, 2019

RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	Notes
Fiscal Year 2018-19			
Single Family Residential Collection "Base Rate"	8. A.	\$406,911.50	Per Month
Residential Units			
Base Number on January 1, 2018	8. A.	22,775	Residential Billing equivalent ⁽¹⁾
Residential Unit Adjustment Factor	8. A.	\$17.8666	Per Unit Residential Billing equivalent
Fiscal Year 2019-20			
Residential Units Demolished	8. A.	6	
Residential Units Constructed	8. A.	0	
Base Number on January 1, 2019	8. A.	22,769	
Blended Escalation Rate		3.6727%	
Residential Billing Adjustment Factor	8. A.	\$18.5228	
Single Family Residential Collection "Base Rate"	8. A.	\$421,744.83	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month ⁽²⁾
Extra green waste cart (beyond three)		\$3.50	Per unit per month ⁽²⁾
Excess collection charge for non-greenwaste bagged refuse		\$21.67 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to an annual percentage adjustment on the first day of each fiscal year. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index April to April". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year as compared to the average of those rates on January 1st of the prior year.

⁽¹⁾ The number of Residential Units for 2018 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

⁽²⁾ Minimum three-month commitment from date of delivery of cart.

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Renew Consulting Agreement with FBA Engineering – On-Call Electrical Engineering Services

INTRODUCTION

In the course of work assigned to the Public Works Department, specialized engineering and technical consultants are needed, specifically for electrical engineering services.

STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large Capital Improvement Projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with FBA Engineering.

FBA Engineering performs electrical engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. Most recently, they provided the electrical plans for the renovation of the Burns Community Center, and provided assistance during construction of the Burns project as needed.

Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time and material basis, under FBA Engineering's standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work. The attached amendment to the existing on-call agreement extends the term to June 30, 2020 and provides an updated rate sheet.

As part of the CIP program recommended through the Facilities Condition Assessment, funds have been targeted for electrical improvements. Before commencing these improvements, it is necessary to undertake an engineering review of the identified locations to assure that the proper work is the highest priority order has been identified in more detail than the FCA could provide. FBA Engineering has provided a proposal for evaluation of 17 City sites which would refine the scope of work, the priority, and necessary timing for these improvements at a cost of \$44,000. Staff recommends that the work be authorized under their on-call agreement. A copy of their proposal is attached.


RECOMMENDATION

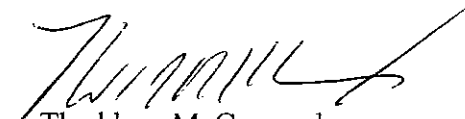
Staff recommends that the City Council:

1. Approve the amendment to the consulting agreement with FBA Engineering for electrical engineering services for FY 2019-2020 in an amount Not-To-Exceed \$64,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

RECOMMENDATION - Continued

2. Authorize the "Survey of Existing Electrical Systems at Various Facilities" per the FBA Engineering proposal dated May 15, 2019.
3. Appropriate \$44,000 from the General Fund assigned fund balance - Capital Replacement and Repair for the work listed in the proposal dated May 15, 2019.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR SERVICES
BETWEEN
CITY OF LAKEWOOD AND FBA ENGINEERING

The Agreement dated June 27, 2017 is hereby amended as follows:

1. Paragraph 1- Scope of Services, the undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedules dated 2019.
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for electrical engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.
Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

STEPHEN R. ZAJICEK, P.E.
FBA ENGINEERING

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

FBA RATE SCHEDULE – 2019

Principal / Project Director.....	\$ 210.00/hour
V.P. / Senior Associate	\$ 160.00/hour
Associate / Project Manager	\$ 160.00/hour
Construction Support	\$ 135.00/hour
Electrical Designer	\$ 110.00/hour
CAD / BIM Designer.....	\$ 90.00/hour
Technical Typist	\$ 50.00/hour

May 15, 2019

Mr. Randy Meyer

City Architect
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

Reference: Survey Existing Electrical Systems at Various Facilities
City of Lakewood, CA
FBA #1154 RFP

Dear Randy:

This is in response to your request for a proposal to provide engineering services for the above referenced project. Based on our recent discussion we understand our scope of work is to visit each facility and visually observe each utility power service, meter panel, switchboard and panelboard. At the conclusion of the observations we will prepare a report containing the following information for each facility:

1. General description of the power system including service voltage and amp rating, utility company meter number (where applicable), and equipment manufacturers.
2. General condition and approximate age of existing electrical service, panels, and distribution system; description of any observed unsafe conditions; description of any observed conditions requiring repair or maintenance.
3. Observation of any existing emergency power generators and transfer switches.
4. Recommendations for equipment observed to require repair, maintenance, or replacement.
5. Opinion of probable construction cost for each recommendation made.
6. Not included: testing; HVAC equipment; removal of covers on equipment and pull boxes to observe internal components; ladder ascents.

For work listed above we are pleased to propose engineering fees as follows:

Arbor Water Yard Admin. Office and Garage/electrical building.....	\$ 2,500.00
Biscailuz Park and Control Building	\$ 2,500.00
Bloomfield Park and Community Center	\$ 2,500.00
Bolivar Park Control Building and Pool	\$ 3,000.00
City Hall.	\$ 2,500.00
Del Valle Park, Control Building, Youth Center, Shelters, Courts, and Grounds.....	\$ 3,000.00

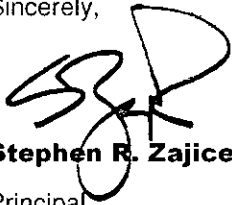
1154/RFP/P

Mae Boyar Park Activity Building, Library, Shelters, Courts, and Grounds.....	\$ 3,000.00
Mayfair Park Activity Building.....	\$ 3,000.00
Monte Verde Park Lodge.....	\$ 2,500.00
Nixon Yard Building A.....	\$ 2,500.00
Palms Park and Community Building.....	\$ 3,000.00
U.S. Post Office.....	\$ 3,500.00
San Martin Park and Control Building.....	\$ 2,500.00
The Centre (adjacent to City Hall).....	\$ 3,000.00
Weingart Senior Center.....	\$ 3,000.00
Williams Burns Community Service Center.....	\$ 2,000.00
Total Fee.....	\$ 44,000.00

The fee indicated above is based on our scope including all sites. City to provide access to all facilities during regular business hours.

We hope this meets with your approval and look forward to receiving your authorization to proceed.

Sincerely,



Stephen R. Zajicek, P.E.

Principal

Project Director

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Extension of Agreement for Electrical Support Services
With Finline Electric

INTRODUCTION

Finline Electric has completed years of service as the city’s on-call electrical contractor. Staff is satisfied with the work performed and recommends their agreement be extended.

STATEMENT OF FACT


Over the past several years, the Public Works Department has been requested to install additional electrical outlets, fixtures and equipment at various city facilities, in addition to maintaining existing electrical systems. Our two talented electricians are constantly challenged with meeting the requirements of the workload. In 2011, council authorized an on-call agreement with Finline Electric to assist the city with these small scale electrical projects. Finline continues to do a superb job accommodating staff requests.


Finline’s assistance has been invaluable to the Public Works Facilities division. Their work is performed on a time and material basis, under Finline’s standard rate schedule, with cost proposals submitted prior to work authorization. Work is assigned on an as-needed basis during the year and proposals are approved by the Director of Public Works prior to issuance of an approval to proceed. Staff recommends this service agreement be extended.

RECOMMENDATION

Staff recommends that the City Council:

Extend the Service Provider agreement with Finline Electric for electrical support services for FY 2019-2020, in an amount not to exceed \$55,000, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ON-CALL ELECTRICAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND FINELINE ELECTRIC, INC.

The Agreement dated June 28, 2011, as amended June 25, 2013, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for On Call electrical services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 28, 2011, as amended June 25, 2013, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

David Keister, CEO/RMO
Fineline Electric

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Storm Water Services Agreement with G2 Construction, Inc.

INTRODUCTION

As a part of the city's compliance with the municipal storm water permit, the purchase and installation of full capture devices in 10% of the city owned catch basins located in high priority uses is required every year over a period of 10 years.

STATEMENT OF FACT

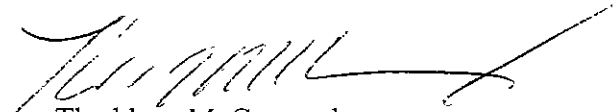
The State Water Resources Control Board (State Board) and Los Angeles Regional Water Quality Control Board (Regional Board) consider trash to be a significant pollutant in California's waters. In 2015, the State Board adopted statewide consistency in regulating trash to protect aquatic life, public health and provide other beneficial uses, and to reduce environmental issues associated with trash in State waters (known as the "Trash Amendments").

As an owner and operator of a municipal storm drain system, Lakewood is required to comply with the Trash Amendments. Cities have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full capture systems for storm drains that capture runoff from priority land uses in their respective jurisdictions. In order to facilitate compliance, the city joined Watershed Management Programs (WMPs) in the Lower Los Angeles River Watershed, Los Cerritos Channel Watershed and the Lower San Gabriel River Watershed. Under the respective WMPs, the city made a commitment to install full capture systems on city owned catch basins within the city.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with G2 Construction, Inc. for period ending June 30, 2020, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa A. Rapp *LAR*
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
STORM WATER SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
G2 CONSTRUCTION, Inc.

Per Section 5 of the Agreement dated May 22, 2018, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as amended as follows:

1. Exhibit A "Fee Schedule" is incorporated herein.

Dated the 11th day of June, 2019.

G2 CONSTRUCTION, INC.

CITY OF LAKEWOOD

Mayor

ATTEST

Approved as to form:

City Clerk

City Attorney

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Storm Water Services Agreement with John L. Hunter & Associates (JLHA)

INTRODUCTION


The City has utilized storm water consultant services for the past several years. The services provided for under the proposed agreement include assisting the City in storm water inspections, annual reporting assistance and review of plans to meet Low Impact Development (LID) requirements. Additional storm water assistance may be required in order to comply with the reporting requirements.


STATEMENT OF FACT

The City has been using a storm water consulting firm to provide assistance with compliance with the National Pollution Discharge Elimination System (NPDES). JLHA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time and material basis, under JLHA's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with JLHA and provide written authorization to proceed.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2020, in an amount not to exceed \$69,000 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa A. Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

JLHA Rate Schedule 2019

Principal	\$185 / hour
Director	\$165 / hour
Staff Engineer	\$165 / hour
Project Manager	\$155 / hour
Assistant Project Manager	\$145 / hour
Project Engineer	\$145 / hour
Compliance Specialist II	\$115 / hour
Project Analyst II	\$115 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$95 / hour
Project Analyst I	\$95 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

RENEWAL OF AGREEMENT FOR
STORM WATER SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
JOHN L. HUNTER & ASSOCIATES

Per Section 5 of the Agreement dated October 14, 2014, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as amended as follows:

1. Exhibit A "Fee Schedule" is incorporated herein.

Dated the 11th day of June 2019.

JOHN L. HUNTER

CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk

Approved as to form:

City Attorney

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Agreement for Elevator Preventative Maintenance and Repair Services with Liftech Elevator Services, Inc.

INTRODUCTION

Liftech Elevator Services, Inc. has been assisting the City in providing repair and preventative maintenance on the city's three elevators since July 2009. Staff recommends their agreement be amended.

STATEMENT OF FACT

The City has a substantial investment in the elevators at The Centre at Sycamore Plaza and Burns Community Center. Elevators are licensed by the State and require routine maintenance, inspection and testing services in order to maintain their state certifications. Occasionally, the elevators will require repairs. Downtime of an elevator must be kept to a minimum. Liftech Elevator Services, Inc. has been providing these services for several years. Currently the elevator at Burns Community Center is under warranty. Liftech will be providing maintenance services for the two elevators at the Centre at Sycamore Plaza.

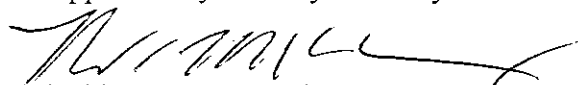
Staff recommends that the existing service provider agreement with Liftech Elevator Services, Inc. be amended for fiscal year 2019-2020 to provide for general preventative routine maintenance, inspections and required testing. Staff believes their rates are very competitive and they are available for on-call emergency services as needed. Funds have been budgeted in the Public Works Facilities division for such services. This amendment updates their standard hourly rates for the upcoming fiscal year.

RECOMMENDATION

Staff recommends that the City Council:

Amend the elevator services agreement with Liftech Elevator Services, Inc., for a period of one year ending June 30, 2020, in an amount not to exceed \$20,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ELEVATOR MAINTENANCE AND REPAIR SERVICES
BETWEEN THE CITY OF LAKEWOOD AND LIFTECH ELEVATOR SERVICES, INC.

The Agreement dated June 23, 2009, as amended, is further hereby amended as follows:

1. Paragraph 1- Scope of Services, the undersigned agree to amend the 2018 service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedules dated May 2019.

2. Paragraph 5- Term, the undersigned agree to extend the Agreement for elevator maintenance and repair services identified in said Agreement, under the same terms and conditions for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 23, 2009, as amended June 22, 2010, June 25th, 2013, June 27th, 2017, and June 12th, 2018 is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

Dan Simon
Liftech Elevator Services, Inc.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



May 20, 2019

City of Lakewood
5050 N. Clark Ave.
Lakewood, CA 90712

Referenced Property:

The Centre
5000 Clark Ave.
Lakewood, CA 90712

Dear Accounts Payable,

Per the terms and conditions of the service contract, Liftech Elevator Services, Inc. will be increasing your monthly Service Contract from **\$364.00 per month** to **\$375.00 per month** for the next twelve (12) months.

This increase will take effect on your anniversary date of **July 1, 2019**.

Thank you for your continued business with us and please do not hesitate to contact me if you need any further assistance at Suriel@liftechelevator.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Suriel Castro', is written over the typed name.

Suriel Castro
Sales Administrative Assistant
Liftech Elevator Services, Inc.

CITY OF LAKEWOOD
RECEIVED
MAY 28 2019
ACCOUNTS PAYABLE

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Transportation Planning and Engineering Services Agreement with LSA Associates, Incorporated

INTRODUCTION

LSA has assisted the City with transportation planning and engineering related services for many years. The City does not use LSA's services frequently, but has used them on occasional larger projects over the years, as well as various smaller transportation planning and engineering projects as requested by the city on an as needed basis.


STATEMENT OF FACT


The City is in need of the part-time services of a contract transportation planning and engineering firm and LSA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

LSA has provided transportation planning and engineering services for the City in a very professional and cost effective manner.

RECOMMENDATION

That the City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2020, in an amount not to exceed budgeted amounts for transportation planning and authorize the Mayor to sign the amendment in a form approved by the City Attorney.


Lisa Ann Rapp
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
TRANSPORTATION PLANNING AND ENGINEERING SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
LSA ASSOCIATES, INC.

Per Section 4 of the Agreement dated July 1, 2002, the undersigned agree to extend the agreement for transportation planning and engineering services dated the 1st day of July 2002 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the June 2019 Hourly Billing Rates for services actually rendered."

Dated the 11th day of June, 2019.

ENGINEER

CITY OF LAKEWOOD

Owner

Mayor

Approved as to form:

ATTEST:

City Attorney

City Clerk

HOURLY BILLING RATES EFFECTIVE JUNE 2019

Job Classification							Hourly Rate Range ^{1,2}
Planning	Environmental	Transportation	Air/Noise	Cultural/ Paleontological Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$175-390
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$125-245
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$115-220
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Climate Change Specialist	Cultural Resources Manager Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$85-150
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$85-100
Field Services							
Senior Field Crew/Field Crew							\$80-100
Office Services							
Graphics							\$115-150
Marketing							\$75-125
Office Assistant							\$65-115
Project Assistant							\$70-145
Research Assistant/Intern							\$50-80
Word Processing/Technical Editing							\$95-125

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2019¹

Description	Unit Cost	Description	Unit Cost
Reproduction (8.5 x 11) B/W	\$0.07 per page	GPS Unit	\$75.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Laser Rangefinder	\$25.00 per day
CD Production	\$5.00 per CD	Sound Meter	\$75.00 per day
USB Flash Drive	\$5.00 per drive	Sound Meter with Velocity Transducer	\$85.00 per day
Plotting	\$3.75 per sq ft	Aerial Photo	Cost
Aerial Drone	\$200.00 per day	Boat Rental	\$125.00 per day
Mileage On-Road	Current federal rate	Water Quality Meter	\$25.00 per day
Mileage Off-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night

¹ Direct costs shall be reimbursed at cost plus 10 percent.

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Extension of Engineering and Traffic Survey Services Agreement with Newport Traffic Studies

INTRODUCTION

Newport Traffic Studies (NTS) has assisted the City with traffic-related services over the past several years. These services include conducting traffic counts for the Traffic Census Report, radar studies that must be filed with the Court for enforcement of speed limit violations, and various other traffic engineering services as requested by the City on an as needed basis.

STATEMENT OF FACT


The City is in need of the part-time services of a contract engineering and traffic survey firm and NTS has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

NTS has provided engineering and traffic survey services for the City in a very professional and cost effective manner.

RECOMMENDATION

That the City Council extend the engineering and traffic survey services agreement with NTS for a period ending June 30, 2020, in an amount not to exceed budgeted amounts and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp *LAR*
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENGINEERING AND TRAFFIC SURVEY SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
NEWPORT TRAFFIC STUDIES

Per Section 10 of the Agreement dated November 14, 2000, the undersigned agree to extend the agreement for engineering and traffic survey services dated the 14th day of November 2000 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the January 2019 Hourly Billing Rates for services actually rendered."

Dated the 11th day of June 2019.

ENGINEER

CITY OF LAKEWOOD

Owner

Mayor

Approved as to form:

ATTEST:

City Attorney

City Clerk

Newport Traffic Studies

Fee Schedule

Southern California

January 1, 2019

Machine Counting

1-9 locations: \$80/location/day

10-19 locations: \$75/location/day

20-59 locations: \$70/location/day

60+ locations: \$65/location/day

7 day counts - 6th & 7th day no charge

Speed Profile & classification counts

1-9 machine (5 location): \$70/mach/day

10-19 machines: \$75/mach/day

20+ machines: \$70/mach/day

7 day counts 6th & 7th day no charge

Handcount Services

(Turn Counts, parking surveys, license plate, etc)

\$50 per man hour of survey

(Additional office time required for license plate surveys)

Radar Surveys

1-9 locations: \$70/hr

10-19 locations: \$65/hr

20+ locations: \$60/hr

All prices listed above include mileage, travel time and materials
Additional mileage may be required for services outside of the
Southern California vicinity.

Price subject to change

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment for Environmental Consulting Services with Nicholls Consulting

INTRODUCTION

The City has utilized solid waste consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. Nicholls Consulting has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates established by the State.


STATEMENT OF FACT

The City is in need of on-call services of an environmental services consulting firm. Nicholls Consulting has experience to perform all aspects of the scope of work outlined in their existing agreement. The work is performed on a time and material basis, under Nicholl Consulting standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with Nicholls Consulting and provide written authorization to proceed.

When Nicholls Consulting is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services agreement. For smaller projects or studies where fees are less than \$20,000, Nicholls Consulting provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the solid waste operating budget or with Beverage Container Recycling or Used Oil Recycling grant funds.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the environmental services agreement with Nicholls Consulting for a period ending June 30, 2020 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa A. Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENVIRONMENTAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
NICHOLLS CONSULTING

Per Section 5 of the Agreement dated July 21, 2016, the undersigned agree to extend the agreement for environmental services under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as amended and as further amended as follows:

1. Revise first paragraph, Section 2 Compensation for Services to include an update to the current fee schedule on a time and material basis when approved by the City, at a rate set forth in the July 2019 – June 2020 Hourly Billing Rates for services actually rendered.

Dated the 11th day of June, 2019.

NICHOLLS CONSULTING

CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk

Approved as to form:

City Attorney



**CITY OF LAKEWOOD FEE SCHEDULE
(Effective July 1, 2019 through June 30, 2020)**

PROFESSIONAL SERVICES RATE SHEET

Staff	Rate/Hour
Principal	\$92.00
Professional Staff	\$62.00
Administrative/Clerical	\$47.00

General Terms

1. Scheduled rates are effective through June 30, 2020. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, overtime, holidays, and profit.
3. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence are billed at actual cost plus a five percent administrative fee.
4. Copies and printing (over 15 pages) will be billed at \$0.20 per page.
5. Outside printing services will be billed at actual cost, plus a five percent administrative fee.
6. Mileage is charged at the stated Federal rate, which may adjust every calendar year. In CY2019, the rate is \$0.58/mile.
7. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
8. Payment of Nicholls Consulting, Inc. invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by Nicholls Consulting, Inc. in collecting any amounts past due and owing on client's accounts.
9. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement for On-Call Hazardous Waste Removal Services with Ocean Blue Environmental Services, Inc.

INTRODUCTION

Ocean Blue Environmental Services, Inc. has been our on-call service provider to provide hazardous waste removal services for the City of Lakewood. Staff recommends their agreement be renewed.


STATEMENT OF FACT

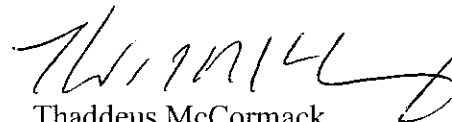
The City relies on hazardous waste removal services to pick up hazardous materials from our City Yards and clean up emergency hazardous waste spills. Ocean Blue Environmental Services, Inc. has the required skills to provide such services. Due to the unforeseen circumstance of hazardous waste emergencies and the importance of providing hazardous waste clean-up in a timely fashion, staff recommends renewing the contract service provider agreement with Ocean Blue.

RECOMMENDATION

Staff recommends that the City Council:

Renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2020, in an amount not to exceed \$35,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
HAZARDOUS WASTE REMOVAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

The Agreement dated December 13, 2016 is hereby amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for hazardous waste removal services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of December 13, 2016, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

Justin Lee, Director of Administration
OCEAN BLUE ENVIRONMENTAL SERVICES,
INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Agreement for Traffic Striping Maintenance Services with PCI

INTRODUCTION

PCI has assisted the City with traffic striping maintenance services for the past year. The City does not have its own crews or equipment for maintenance of traffic striping.

STATEMENT OF FACT

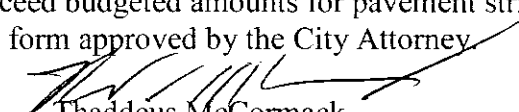
PCI has provided traffic striping maintenance services for the past year for the City in a very professional and cost effective manner.

The Agreement with PCI entitles them to a price increase based on the April to April CPI for this area. PCI has requested this CPI increase. The proposed Schedule of Compensation reflects a 3.34% CPI increase which is the CPI increase for this area during the past year.

RECOMMENDATION

That the City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2020, in an amount not to exceed budgeted amounts for pavement striping and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp *LAR*
Director of Public Works


Thaddeus McCormack
City Manager

Traffic Striping Maintenance - 2020

RENEWAL OF AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN THE CITY OF LAKEWOOD AND PCI

Per Section 15 of the Agreement dated June 27th, 2017, the undersigned agree to extend the agreement for traffic striping maintenance services under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 11th day of June, 2019.

ENGINEER

CITY OF LAKEWOOD

Owner

Mayor

ATTEST

City Clerk

Approved as to form:

City Attorney

Traffic Striping Maintenance - 2020

**CITY OF LAKEWOOD
AGREEMENT
FOR
TRAFFIC STRIPING MAINTENANCE - 2020
EXHIBIT A**

SCHEDULE OF COMPENSATION

CPI has carefully examined the herein proposal documents of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2020. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

A. Maintenance Unit Prices (Thermo)

Item No.	Description (Caltrans StanPlans)	Units	Unit Price	
1	Detail 2 (Thermo)	LF	\$0.42	
2	Detail 9 (Thermo)	LF	\$0.59	
3	Detail 22 (Thermo)	LF	\$0.96	
4	Detail 29 (Thermo)	LF	\$0.91	
5	Detail 32 (Thermo)	LF	\$0.96	
6	Detail 38 (Thermo)	LF	\$1.06	
7	Detail 39 (Thermo)	LF	\$0.42	
8	Type IV Arrow (Thermo)	EA	\$85.40	
9	4-inch Traffic Stripe (Thermo)	LF	\$0.64	
10	12-inch (Limit Lines, Crosswalks) (Thermo)	LF	\$2.99	
11	Pavement Markings (Legends) (Thermo)	SF	\$5.87	
12	Raised, Reflective Pavement Markers (in addition to ones in above Details)	EA	\$5.33	

Traffic Striping Maintenance - 2020

EXHIBIT A (continued)

B. Maintenance Unit Prices (Paint)

Item No.	Description (Caltrans StanPlans)	Units	Unit Price	
1	Detail 1 (Paint)	LF	\$0.13	
2	Detail 8 (Paint)	LF	\$0.13	
3	Detail 21 (Paint)	LF	\$0.24	
4	Detail 28 (Paint)	LF	\$0.24	
5	Detail 31 (Paint)	LF	\$0.24	
6	Detail 38A (Paint)	LF	\$0.24	
7	Detail 39 (Paint)	LF	\$0.20	
8	Type IV Arrow (Paint)	EA	\$58.72	
9	4-inch Traffic Stripe (Paint)	LF	\$0.32	
10	12-inch (Limit Lines, Crosswalks) (Paint)	LF	\$1.44	
11	Pavement Markings (Legends) (Paint)	SF	\$4.27	
12	Curb Painting (Paint)	LF	\$1.33	

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement with Pocock Design Solutions Inc. – On-Call Mechanical and Plumbing Engineering Services

INTRODUCTION

In the course of work assigned to the Public Works Department specialized engineering and technical consultants are needed. Pocock Design Solutions Inc. has been our on-call service provider to provide mechanical and plumbing engineering services for the City of Lakewood. Staff recommends their agreement be renewed.

STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large Capital Improvement Projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with Pocock Design Solutions.

Pocock Design Solutions perform mechanical and plumbing engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. PDS provides design engineering services as required to provide both HVAC systems and plumbing systems designs that comply with California code. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. Recently, they provided the mechanical and plumbing plans for the renovation of the Burns Community Center, and have provided assistance during construction of the Burns project as needed. They also provided the design engineering and consulting for the City Hall Boiler project.

Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time and material basis, under Pocock Design Solutions’s standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work. The attached amendment to the existing on-call agreement extends the term to June 30, 2020 and provides an updated rate sheet.

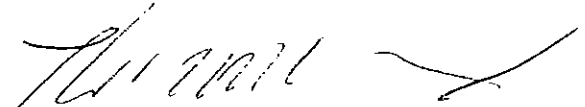
As part of the CIP program recommended through the Facilities Condition Assessment, funds have been targeted for HVAC improvements. Before commencing these improvements, it is necessary to undertake an engineering review of the identified locations to assure that the proper work in the highest priority order has been identified in more detail than the FCA could provide. Pocock Design Solutions Inc. has provided a proposal for evaluation of 19 City sites which would refine the scope of work, the priority, and necessary timing for these improvements at a cost of \$28,500. Staff recommends that the work be authorized under their on-call agreement. A copy of their proposal is attached.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2020, in an amount Not-To-Exceed \$48,500, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.
2. Authorize the "City Wide HVAC Evaluations" per the Pocock Design Solutions proposal dated May 15, 2019.
3. Appropriate \$28,500 from the General Fund assigned fund balance - Capital Replacement and Repair for the work listed in the proposal dated May 15, 2019.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD AND POCOCK DESIGN SOLUTIONS INC.

The Agreement dated June 27, 2017 is hereby amended as follows:

1. Paragraph 1- Scope of Services, the undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedule.
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for mechanical and plumbing engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.
Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

ANDREW GOSSMAN, PRINCIPAL
POCOCK DESIGN SOLUTIONS, INC.

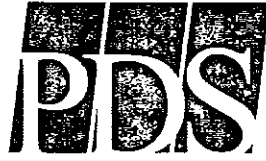
MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

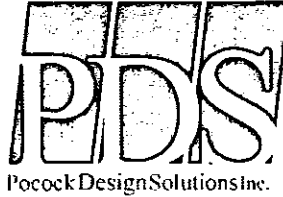
CITY CLERK



Consulting Engineers

Hourly Rates:

<u>Classification</u>	<u>Billing Rate (Per hr)</u>	<u>Overtime Rate (Per hr)</u>
Principal	\$200.00	\$300.00
Engineer	\$175.00	\$262.50
Project Manager	\$165.00	\$247.50
Senior Designer	\$140.00	\$210.00
Designer	\$120.00	\$180.00
CAD Drafting	\$ 90.00	\$135.00
Clerical	\$ 70.00	\$105.00



Consulting Engineers

May 15, 2019

City of Lakewood
5050 Clark Ave.
Lakewood, CA 90712

Attention: Samantha Chambers
Assistant Project Manager, Public Works

Project: **City Wide HVAC Evaluations – 19 Sites**

Subject: **Proposal for Consulting Mechanical Engineering Services**

SCOPE:

This proposal covers the complete surveys of all existing HVAC equipment at existing facilities in the City of Lakewood and a comprehensive written report of the findings and recommendations. There are 19 sites listed to be assessed:

- Arbor Water Yard (4 buildings).
- Biscailuz Park Control Building.
- Bloomfield Park Community Center.
- Bolivar Park Control Building.
- Bolivar Park Pool Building.
- City Hall.
- Del Valle Park Control Building.
- Del Valle Park Youth Center.
- Mae Boyar Park Activity Building.
- Mae Boyar Park Iacoboni Library.
- Mayfair Park Activity Building.
- Monte Verde Park Lodge.
- Nixon Yard Buildings A, B, and D.
- Palms Park Community Center.
- U.S. Post Office.
- San Martin Control Building.
- The Centre (adjacent to City Hall).
- Weingart Senior Center.
- Williams Burns Community Service Center.

The surveys include, but are not limited to the following items:

1. Codes: Determine if the existing systems meet current codes or not and include findings and recommendations in the report.
2. Deteriorating systems: Determine if the existing systems are deteriorated and include findings and recommendations in the report.
3. Energy saving opportunities: Provide recommendations for energy savings.

SERVICES:

For this scope of work, Pocock Design Solutions will provide the following services:

- a. Provide one (1) site investigation for each site.
- b. Meet City personnel to determine operational short comings of the existing mechanical systems at each site (if available); verify issues discussed and propose upgrade plan and identify costs associated with upgrades.
- c. Identify sustainable strategies for reducing operational and maintenance requirements/cost.

EXCLUSIONS:

- a. New design work.
- b. Heating and Cooling load calculations.
- c. Preparing as-built documentation.
- d. Destructive testing and repair of building components.

The proposed fee for these services is One Thousand Five Hundred dollars (\$1,500.00) per site. Total for all (19) sites is Twenty-Eight Thousand Five Hundred dollars (\$28,500.00).

Fees will be billed monthly for the percentage of the engineering services completed.

Additional services will be provided as requested and will be charged based on the following rates.

Classification	Billing Rate
Principal	\$200.00
Engineer	\$175.00
Project Manager	\$165.00
Sr. Designer	\$140.00
Designer	\$120.00
Cad Drafting	\$ 90.00
Clerical	\$ 70.00

If you have any questions concerning the proposed scope of work, services, fees and agreement, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records.

Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Very truly yours,

Pocock Design Solutions, Inc.

Accepted for City of Lakewood

By:

Date:

**Andrew Gossman
Principal**

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement with Richard Fisher Associates – Landscape Architectural Support Services

INTRODUCTION

In the course of work assigned to the Public Works Department, specialized engineering and technical consultants are needed, specifically for landscape architectural support services. Richard Fisher Associates has been our on-call service provider to provide landscape architectural design services and construction observation services. Staff recommends their agreement be renewed.

STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large Capital Improvement Projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends continuation of the on-call professional services agreement with Richard Fisher Associates.


Richard Fisher Associates performs Landscape architectural design services as well as construction observation services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. Previously, they provided the landscape and irrigation plans for the renovation of the Burns Community Center, and through their agreement, provided assistance during construction of the Burns project.

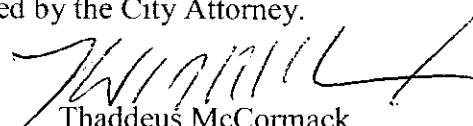
Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work is performed on a time and material basis, under Richard Fisher Associate’s standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work. The attached amendment to the existing on-call agreement extends the term to June 30, 2020 and provides an updated rate sheet.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the consulting agreement with Richard Fisher Associates for Landscape Architectural Support Services for a one-year period ending June 30, 2020 in an amount Not-To-Exceed \$20,000, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD AND RICHARD FISHER ASSOCIATES

The Agreement dated June 27, 2017 is hereby amended as follows:

1. Paragraph 1– Scope of Services, the undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedule.
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for landscape engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.
Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

RICHARD FISHER, PRESIDENT
RICHARD FISHER ASSOCIATES

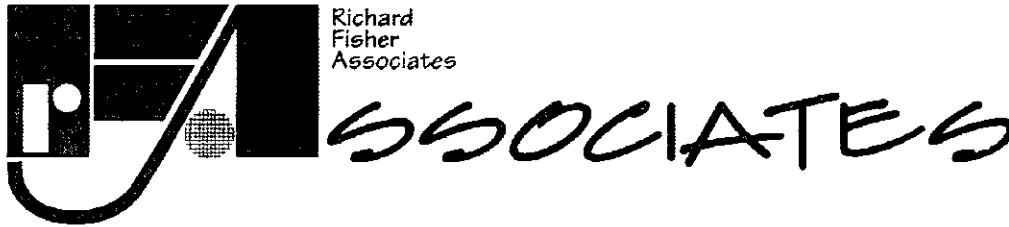
MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



SCHEDULE OF HOURLY RATES

Valid through June 30, 2021

Professional Fees proposed for any of the Landscape Architectural Design services, Plan Check/Peer Review services, Inspection services or other Landscape Architectural services will be on a Time & Materials basis. Invoices will be billed to the City once a month.

The following Fee Schedule will be the basis of Professional Fees:

RICHARD FISHER ASSOCIATES – LANDSCAPE ARCHITECTS

Principal Landscape Architect	\$145.00
Associate / Project Manager	\$110.00
CADD Designer	\$ 85.00
Principal Plan Checker	\$145.00
Plan Checker	\$110.00
Principal Landscape Inspector	\$145.00
Landscape Inspector	\$110.00
Clerical Support	\$ 60.00

REIMBURSABLE EXPENSES

Reimbursable Expenses are in to addition to fees for professional services and are billed at cost plus a 15% processing fee. Reimbursable Expenses may include, but are not limited to:

- A. Reprographics, such as original plots, reports, estimates, photocopying of project-related documents, copies of drawings and presentation quality perspectives.
- B. Postage, shipping and messenger expenses other than first class mail.
- C. Parking and mileage costs for meeting and site visits. The mileage rate will be equivalent to the current IRS Standard Mileage Rates.

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Renew Consulting Agreement with Robert F. Daniels Structural Engineer – On-Call Structural Engineering Services

INTRODUCTION

In the course of work assigned to the Public Works Department, specialized engineering and technical consultants are needed, specifically for structural engineering services.

STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large Capital Improvement Projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with Robert F. Daniels.


Robert F. Daniels performs structural engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. Most recently, they provided the structural plans for the renovation of the Burns Community Center and provided assistance during construction of the Burns project as needed.


Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time and material basis, under Robert F. Daniels' standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work. The attached amendment to the existing on-call agreement extends the term to June 30, 2020 and provides an updated rate sheet.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the consulting agreement with Robert F. Daniels Structural Engineer for structural engineering services for a one-year period ending June 30, 2020, in an amount Not-To-Exceed \$20,000, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LAKEWOOD AND ROBERT F. DANIELS S.E.

The Agreement dated June 27, 2017 is hereby amended as follows:

1. Paragraph 1– Scope of Services, the undersigned agree to amend the service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedule.
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for structural engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2019, and ending June 30, 2020.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.
Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

ROBERT F. DANIELS, S.E.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

Robert F. Daniels
Structural Engineer

8350 Merilee Lane
Flagstaff, AZ 86004-3280
(928)522-0109 Office; (928)380-5581 Cellular
Email: FLAGGMAN1@Live.com

June 04, 2019

File: Lakewood, CA

To: Mr. Randall Meyer, City Architect
Department of Public Works
5050 Clark Avenue
Lakewood, CA 90712-2603
562-866-9771 (x2506)
RMeyer@LakewoodCity.org

Re: **Standard Billing Rates**

Dear Randy:

This letter is issued in response to your request for documentation of my standard hourly billing rates by Samantha Chambers. Standard billing rates as of this date are as follows:


Services	Billing Rate
Project Manager/Principal	\$150.00/Hour
Structural Engineer	\$120.00/Hour
Designer	\$90.00/Hour
CAD Operator/Drafter	\$65.00/Hour
Clerical	\$35.00/Hour
Misc. Expenses ¹	Cost Plus 15%
Travel fee: Flagstaff to Lakewood and return for requested job site visits	\$490.00 based upon 14 hrs x \$35.00/hr. ²

¹ Plotting, copying, shipping, and etc.

² Actual job site time and office time resulting from job site conditions billed at standard rates.

Please call me at your convenience if you wish clarification or further discussion of this matter.

Very truly yours,



Robert F. Daniels, S.E.

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Environmental Services Agreement with S.C.S. Engineers

INTRODUCTION

The City has utilized solid waste and environmental consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. S.C.S. Engineers has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates establish by the State.

STATEMENT OF FACT

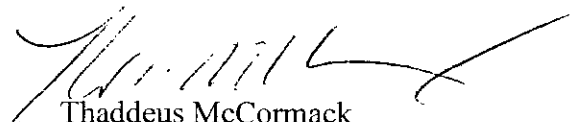
The City is in need of on-call services of an environmental services consulting firm. S.C.S. Engineers has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time and material basis, under S.C.S.'s standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with S.C.S. Engineers and provide written authorization to proceed.

When S.C.S. Engineers is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services agreement. For smaller projects or studies where fees are less than \$20,000, S.C.S. Engineers provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the operating budget or within the capital project budget for a specific project.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the environmental services agreement with S.C.S. Engineers for a period ending June 30, 2020 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa A. Rapp *LAR*
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
ENVIRONMENTAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
S.C.S. ENGINEERS

Per Section 5 of the Agreement dated July 1, 2001, the undersigned agree to extend the agreement for environmental services dated the 1st day of July 2001 under the same terms and conditions for one year commencing July 1, 2019 and ending June 30, 2020 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read “For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the April 2019 – March 2020 Hourly Billing Rates for services actually rendered.”

Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

S.C.S. Engineers

Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

Fee Schedule

(Effective April 1, 2019 through March 31, 2020)

	Rate/Hour
Clerical	75
Administrative/Secretarial	85
Technician	90
CAD Drafter.....	96
Senior Engineering Technician.....	102
Associate Staff Professional.....	105
Assistant Office Services Manager/Project Administrator	110
Project Analyst.....	114
Office Services Manager/Senior Project Administrator.....	116
CAD Designer	118
Staff Professional I.....	125
Senior Office Services Manager.....	129
Staff Professional II.....	132
Staff Professional III.....	140
Project Professional I	148
Project Professional II	156
Project Professional III	163
Senior Project Professional I	170
Senior Project Professional II	182
Senior Project Professional III	192
Certified Industrial Hygienist	198
Project Manager I.....	205
Project Manager II.....	215
Senior Certified Industrial Hygienist	224
Project Manager III.....	230
Senior Project/Technical Manager	245
Senior Project Advisor.....	254
Project Director I	260
Project Director II	268
Principals	See Note 7

General Terms

1. Scheduled rates are effective through March 31, 2020. Work performed thereafter is subject to a new Fee Schedule.
2. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.
3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$60 for up to a half day (4 hours) of use, and \$110 for up to a full day (company cars at \$50/\$90). These charges incorporate an allowance of 100 miles per job per day; a \$0.35

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per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.

4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
7. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$275/hour for Principals, \$290 for Vice Presidents, and \$325/hour for Senior Vice Presidents and Senior Executives.

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of the Animal Control Agreement

INTRODUCTION

In July 2014, the City entered into a five-year agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services and the term of agreement will expire June 30, 2020.

STATEMENT OF FACT

The proposed amendment includes an increase to the contract rate and a compulsory interest rate on delinquent payments with all other terms remaining the same as the current five-year agreement.

Service provided under our agreement with SEAACA include returning wayward dogs to owners, handling barking dog complaints, pick-up of deceased animals from public right-of-ways and residences, conducting vaccination/licensing clinics, and responding to non-routine animal control incidents like animal hoarding and vicious animal complaints.

Staff has been satisfied with animal control services provided to Lakewood residents through contract with Southeast Area Animal Control Authority (SEAACA). The contract has increased in cost by 3.24% from last year. The City has a guarantee of \$179,000 in licensing fees, with any amount above that amount becomes split with 50% going to SEAACA and 50% going to the City.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment with SEAACA for animal control services for a period ending June 30, 2020, in an amount not to exceed \$657,729 per year, in a form approved by the City Attorney and authorize the signature by the Mayor.

Lisa Ann Rapp 
Director of Public Works


Thaddeus MacCormack
City Manager

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is entered into this 1st day of July 2019, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California (herein, "SEAACA") and the CITY OF LAKEWOOD, a California Corporation, whose address is 5050 North Clark Avenue, Lakewood, California 90712 (herein "CITY").

RECITALS

WHEREAS, SEAACA is a public agency organized by the Cities of Downey, Norwalk, Pico Rivera, Bell Gardens, Montebello, Paramount, Santa Fe Springs and South El Monte, pursuant to the provisions of section 6500 et seq. of the California Government Code for the purpose of providing animal control services within the boundaries of those cities and such other municipal corporations as are approved by SEAACA, and

WHEREAS, CITY has requested that SEAACA enter into this Agreement and provide Animal Control and Sheltering services to the CITY during the term thereof, which are more fully described hereinafter, and

WHEREAS, both CITY and SEAACA have authorized entering into this Agreement by formal action of their respective governing bodies, taken at properly noticed meetings;

NOW THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I. SEAACA AGREES:

1. To perform the following services for CITY within the corporate limits of CITY:
 - a) To provide one (1) assigned officer, totaling forty (40) hours per week.
 - b) To patrol the streets of CITY as many additional hours per month as necessary to enforce the provisions of the Lakewood's Municipal Code relating to animal control.
 - c) To enforce all applicable leash law requirements.
 - d) To enforce all applicable standards for animal care.
 - e) To operate an animal control shelter; to maintain its kennels and premises in a sanitary condition at all times; to comply with all applicable laws of the State of California; and to give the prescribed notices and use humane methods for the care and destruction of any animal coming under its jurisdiction.
 - f) To enforce all applicable State statutes, with respect to those services as are customarily rendered by SEAACA.
 - g) To pick up and impound stray, sick, or injured animals from the public streets and private property.
 - h) To pick up dead animals within 24 hours.
 - i) To investigate complaints relating to animal cruelty.
 - j) To provide prompt 24 hour per day emergency service response for injured or vicious animals.
 - k) To provide all services and materials to establish and maintain a licensing and canvassing program.

l) To canvass all delinquent licenses each year and every household in the CITY a minimum of once every two years to insure that all animals required to have licenses are indeed licensed.

m) To provide for licensing services at two rabies clinics each year to be organized and administered by SEAACA.

n) To keep and maintain during the term of this Agreement, books, and records pertaining to the licensing of dogs, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by the CITY during normal business hours and with reasonable notice. During the term of this Agreement, SEAACA will report to CITY the total dollar amount of license fees collected. SEAACA shall maintain a record of all complaints received and shall furnish the CITY upon request, with a written record of the complaints and the way in which complaints were handled.

2. That if requested in writing by CITY, additional services above those described herein may be performed by SEAACA when SEAACA determines that such additional services will not interfere with the maintenance level of the animal control services provided elsewhere by SEAACA. CITY will pay for such additional services in such amounts as are agreed to by SEAACA and CITY.

SECTION II. CITY AGREES

1. To cooperate and assist SEAACA in performing its obligations hereunder, including the adoption of SEAACA's Model Ordinance.

2. That for and in consideration of the rendition of services pursuant to this Agreement:

a) The total cost to the CITY for Fiscal Year 2019-2020 shall be \$657,729.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that said revenues shall be \$179,000.00. If license revenues exceed that amount, 50% shall be returned to the CITY following the close of the fiscal year.

b) The net annual cost to CITY for said services shall not exceed \$478,729.00 and shall be paid by CITY to SEAACA upon invoice on the following schedule: \$239,364.50 on July 1, 2019 and \$239,364.50 on October 1, 2019. Said sums shall be paid within thirty (30) days after receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. If such payment is not delivered to SEAACA within the time set forth hereinabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.

c) SEAACA shall be entitled to and shall retain all moneys that it collects from residents of the CITY for impounding, boarding, adoptions, spay/neuter fines and other penalties/fines imposed by the State of California.

d) The compensation and financial provisions of subsections b) and c) of Paragraph 2 of Section II, shall be adjusted annually by mutual agreement of the Parties. Prior to the end of each year of this Agreement, the parties shall commence negotiations to determine the compensation and financial provisions to apply for the next year of this Agreement. If the Parties are unable to

agree, the parties may extend this agreement in writing on a month-to-month basis based on mutually agreeable written temporary compensation and financial provisions, or terminate this Agreement. The compensation and financial provisions agreed upon by the Parties after the first year of this contract shall be reduced to writing and signed by all Parties.

f) SEAACA shall retain all fee and/or fines collected resulting from Administrative Hearings conducted by SEAACA.

SECTION III. THE PARTIES AGREE

1. That the service performed by SEAACA shall only encompass those duties and functions of SEAACA which are rendered by it and which it is authorized to provide pursuant to the provisions of the Joint Exercise of Powers Agreement and the statutes of this State.

2. That the rendition of services performed hereunder, the standard of performance and other matters incidental to the performance of such service and control of personnel so employed shall remain in SEAACA. In the event that a dispute arises between SEAACA and the CITY as to the extent of the duties and functions to be rendered hereunder or the manner of the performance of such services, the determination thereof shall be made by the SEAACA Board of Commissioners.

3. That for the purpose of performing all functions, SEAACA shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the level of services to be rendered hereunder.

4. That all persons employed by SEAACA in the performance of this Agreement shall be SEAACA employees and no CITY employee as such shall be taken over by said SEAACA, and no person employed hereunder shall have any CITY pension, civil service, or any status or right.

5. The CITY agrees to cooperate and meet with SEAACA regarding changes in service delivery options to assist with implementation of new programs to enhance services to the community.

SECTION IV. INDEMNIFICATION

1. That CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any SEAACA personnel performing services hereunder for said SEAACA, or any liability other than that provided for in this Agreement. Except as herein otherwise specified the CITY shall not be liable for compensation or indemnity to any SEAACA employee for injury or sickness arising out of his/her employment.

2. That SEAACA, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said CITY or of any officer or employee thereof, nor for any defective or dangerous condition of City owned real property, and CITY shall hold SEAACA and its officers and employees harmless from, and shall defend SEAACA and the officers and employees thereof against any claim for damages resulting there from.

3. That CITY, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of SEAACA or of any officer or employee thereof, and SEAACA shall hold CITY and its officers and employees harmless from, and shall defend CITY and the officers and employees thereof against any claim for damages resulting there from.

SECTION V. INSURANCE

SEAACA is a member of the California Joint Powers Insurance Authority (California JPIA), and participates in self-insurance and commercial insurance programs administered by the California JPIA for its members. Primary Liability Program, including Automobile Liability Coverage Limit is \$1,000,000 per occurrence, Annual Aggregate Limit shall be \$1,000,000; Workers' Compensation Program Coverage Limits shall be Statutory, Employers Liability is \$1,000,000.

SECTION VI. TERM

1. That the term of this Agreement shall be for the period of five years, July 1, 2019 through June 30, 2024, inclusive, unless the Agreement is terminated as herein provided. CITY and SEAACA may extend this Agreement at its expiration for an additional five year period by mutual written agreement.
2. Should SEAACA default during the term of this Agreement in the performance of its obligations as set forth herein and fail to cure said default within fifteen (15) days' written notice to do so, then CITY may terminate this Agreement. And upon payment to SEAACA of monies owing to SEAACA, less any credits to the CITY by SEAACA, for satisfactory performances rendered pursuant to this Agreement and through the date of said termination, thereafter there shall be no obligation of the CITY to SEAACA. Should CITY fail to pay the sums owing to SEAACA as provided hereunder or otherwise default in any provision of this Agreement and fail to cure said default within fifteen (15) days written notice to do so, then SEAACA may terminate this Agreement and upon the effective date of the termination, and upon payment to CITY of monies owing to CITY, there shall be no further obligation of SEAACA to the CITY. Such termination shall not be deemed a waiver of any rights SEAACA may have against CITY for any sums due to SEAACA under the terms of this Agreement.
3. Either SEAACA or CITY may terminate this Agreement by giving the other party ninety (90) days prior written notice.

SECTION VII. AMENDMENT

This Agreement shall not be amended, or any provision or breach hereof waived, except in writing signed by the parties by expressly refers to this Agreement.

SECTION VIII. NOTICE

That any notice required to be sent hereunder shall be deemed received if addressed to the address of the parties as set forth hereunder and deposited, postage prepaid, in the United States Post Office, or to such other address as the parties may, from time to time, in writing furnish to the other party.

IN WITNESS WHEREOF, THE CITY OF LAKEWOOD, by order of its City Council caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this Agreement to be signed by its Chairperson of said Commission and attested to by SEAACA's Executive Director.

AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AUTHORITY FOR
ANIMAL CONTROL AND SHELTERING SERVICES FOR FISCAL YEAR 2019-2020
-Signature Page-

CITY OF LAKEWOOD

BY: _____
Todd Rogers, Mayor

ATTEST:

Jo Mayberry, CMC, City Clerk

APPROVED AS TO FORM AND CONTENT

Ivy Tsai, City Attorney

SOUTHEAST AREA
ANIMAL CONTROL AUTHORITY

BY: _____
Marco Barcena, Chairperson

ATTEST:

Sally Hazzard, Executive Director

APPROVED AS TO FORM AND CONTENT

Scott Nichols, SEAACA Attorney

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement with Sierra Installations, Inc. for Lakewood's Street Banner Marketing Program

INTRODUCTION

Sierra Installations, Inc. was hired in 2003 to install the city's street banner marketing campaigns, as one way of advertising citywide special events, and public awareness education. Staff recommends their agreement be renewed.

STATEMENT OF FACT


In 2003, the City Council authorized funds for a street banner marketing program. Campaigns include advertising such as Shop Lakewood and marketing messages such as "Great Ideas Last for Generations", Neighborhood Watch, and Saving Water and Used Oil Recycling campaigns. The banners also provide the annual December holiday greetings and July fireworks education campaign.

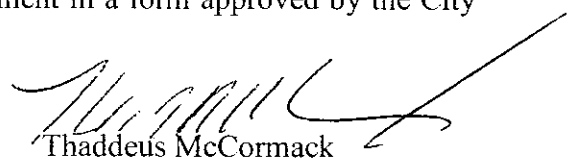
The "Great Ideas Last for Generations" banner continues as the "default" banner, meaning it is the banner that is up on all 287 light pole locations city-wide if there is no special campaign being advertised.

RECOMMENDATION

Staff recommends that the City Council:

Extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$30,000, for a one-year period ending June 30, 2020, and authorize the Mayor and City Clerk to sign the renewal agreement in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
STREET BANNER INSTALLATION AND REMOVAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND SIERRA INSTALLATIONS, INC.

The Agreement dated August 12, 2003 as amended is hereby further amended as follows:

1. Paragraph 5 - Term, the undersigned agree to extend said Agreement for Street Banner Installation and Removal services under the same terms and conditions, for one year commencing July 1, 2019 and ending June 30, 2020, in an amount not to exceed \$30,000.

The Agreement of August 12, 2003, as amended on May 8, 2012, June 26, 2012, June 25, 2013, and June 12, 2018, is reaffirmed in all other aspects, except as amended herein. Dated the 11th day of June, 2019.

SERVICE PROVIDER

CITY OF LAKEWOOD

Al Phillips, President
Sierra Installations, Inc.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement for Fire and Burglar Security Systems Monitoring and Maintenance Services with Stanley Convergent Security Solutions, Inc.

INTRODUCTION

Stanley Convergent Security Solutions, formerly Sonitrol, has been providing monitoring and maintenance of the fire and security alarm systems at various City facilities since 1988. Stanley continues to provide excellent service under their agreement to date. Staff recommends their agreement be extended.

STATEMENT OF FACT

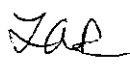
The City is in need of the services of a company to monitor and maintain the fire and burglar systems currently installed at a number of city facilities. Stanley Convergent Security Solutions, Inc. of Santa Ana, formerly Sonitrol, has been installing the protection systems and providing the monitoring service for the City of Lakewood since 1998. Stanley Convergent Security Solutions, Inc.'s agreement expires on June 30, 2019. Staff wishes to amend the agreement with Stanley Convergent Solutions, Inc. for an additional one-year term. The extended agreement period allows us to lock in place a fee structure at current rates with no price increases during the term of the agreement.


Stanley Convergent Security Solutions, Inc. provides experienced technicians and 24-hour monitoring for seventeen (17) city facilities. Their agreement includes the monthly monitoring fees plus an additional amount for extraordinary service calls and any necessary new installations or upgrades.

RECOMMENDATION

Staff recommends that the City Council:

1. Extend the Monitoring and Maintenance agreement for fire and burglar security systems with Stanley Convergent Security Solutions, for a one-year period ending June 30, 2020, in an amount not to exceed \$150,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

**RENEWAL OF AGREEMENT
FOR FIRE AND BURGLAR SECURITY SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
STANLEY CONVERGENT SOLUTIONS, INC.**

The Agreement dated June 25, 2013, as amended previously, is further hereby amended as follows:

1. Paragraph 5-Term, the undersigned agree to extend the agreement for Fire and Burglar security services, identified in said agreement under the same terms and conditions for one year commencing July 1, 2019, and ending June 30, 2020.

The agreement of June 25, 2013, as amended June 26, 2018, is reaffirmed in all other aspects, except as amended herein.

Dated the 11th of June 2019.

STANLEY CONVERGENT SOLUTIONS, INC.

CITY OF LAKEWOOD

Mayor

ATTEST

APPROVED AS TO FORM:

City Clerk

City Attorney

EXHIBIT "A" JULY 1, 2019

	<u>Monthly</u>	<u>Quarterly</u>	<u>Sub-total</u>	<u>Annual</u>
CITY HALL SOUTH ENTRANCE - ACCESS CONTROL	86.22	258.66		
CITY HALL FIRE/BURG	715.02	2,145.06		
CITY HALL ADD-ON BURGLAR 2003	11.50	34.50		
CITY HALL CCTV CAMERAS (\$235+\$16) (INCLUDES CENTRE PILLARS 2004)	327.40	982.20		
CITY HALL CCTV ADD ON - PLAQUE	27.62	82.86		
CENTRE BURGLAR SYSTEM	8.18	24.54		
CITY HALL ADD-ON BUTTONS/\$ CLIP 2004	165.75	497.25		
CATV STUDIO AREA	86.22	258.66		
FIRE SYS MONITORING CITY HALL	915.62	2,746.86	\$ 7,030.59	
NIXON ST BLDG A	596.24	1,788.72		
NIXON CCTV	171.37	514.11		
NIXON ST BLDG B	178.80	536.40		
NIXON ST BLDG D & C	175.90	527.70	\$ 3,366.93	
10106300 51060			\$ 10,397.52	\$ 41,590.08
ARBOR RD - REPRO,WRHOUSE & SHOPS	189.11	567.33		
ARBOR YD BURG UPGRADE 7/04	254.76	764.28		
ARBOR RD - WATER OFFICES	187.39	562.17		
WATER-BURGLAR COMMAND VEHICLE	40.93	122.79		
ARBOR FIRE - 2010 UPGRADE	159.60	478.80		
WATER-GATE INTERCOM	23.53	70.59		
WATER-ACCESS	18.41	55.23		
75008000 51060			\$ 2,621.19	\$ 10,484.76
BISCAILUZ-BURGLAR	211.78	635.34		
BISCAILUZ-CCTV	86.97	260.91	\$ 896.25	
BLOOMFIELD PARK-ACCESS CONTROL	95.15	285.45		
BLOOMFIELD PARK-BURGLAR	95.15	285.45		
BLOOMFIELD-CCTV	197.47	592.41		
BLOOMFIELD-MONITORING ADD 2 ACCESS CONTRC	4.10	12.30	\$ 1,175.61	
BOLIVAR PARK	264.62	793.86	\$ 793.86	
BOYAR BURGLAR	94.13	282.39		
BOYAR ACCESS	22.51	67.53		
BOYAR FIRE	196.44	589.32		
BOYAR CCTV	407.20	1,221.60	\$ 2,160.84	
BURNS-BURGLAR	216.90	650.70		
BURNS-FIRE	173.53	520.59		
BURNS-UP STAIRS ACTIVITY ROOM	8.18	24.54	\$ 1,195.83	
DEL VALLE PK BURG	97.20	291.60	\$ 291.60	
MAYFAIR PK	301.20	903.60		
MAYFAIR PK FIRE	129.93	389.79		
MAYFAIR PK CCTV ACT BLDG	163.70	491.10		
MAYFAIR PK SWIM PAVILION & SERVICE KITCHEN U	35.81	107.43		
MAYFAIR PK CCTV TOT LOT, SHELTER, GAME COUR	204.63	613.89	\$ 2,505.81	
MONTE VERDE BURGLAR	174.96	524.88		
MONTE VERDE FIRE	143.24	429.72	\$ 954.60	
PALMS PK	320.31	960.93		
PALMS PK CCTV	268.06	804.18		
PALMS PK FIRE	215.88	647.64	\$ 2,412.75	
SAN MARTIN-BURGLAR	94.13	282.39	\$ 282.39	
WEINGART SR CENTER	283.59	850.77		
WEINGART SR CENTER/CCTV	81.85	245.55		
WEINGART SR CENTER/FIRE	335.58	1,006.74	\$ 2,103.06	
YOUTH CENTER BURG	155.20	465.60		
YOUTH CENTER FIRE	188.26	564.78	\$ 1,030.38	
10106400 51060			\$ 15,802.98	\$ 63,211.92
	9,607.23	28,821.69		\$ 115,286.76
		Grand Total		\$ 115,286.76

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Approve an Amendment to the Engineering Services Agreement with Willdan

INTRODUCTION

Willdan Engineering has assisted the City with engineering services on public works projects for many years. In 2002, the City and Willdan entered into an Agreement for Willdan to provide engineering support services to the City.

STATEMENT OF FACT


Willdan assists the City with many types of projects including design, construction management, technical studies, and traffic engineering. When Willdan is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Engineering Services agreement. Most of these projects have been funded with grant funds or special project funds, such as transportation funds. .

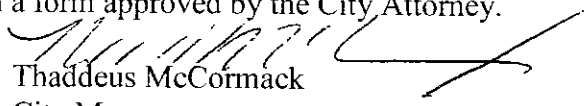
For smaller projects or studies where fees are less than \$20,000, Willdan provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the city manager prior to starting work.

The funds for Willdan's authorizations are all budgeted, either in the operating budget in Professional Services, or in the specific larger projects. The Agreement with Willdan needs to be revised to incorporate the latest rate schedule.

RECOMMENDATION

That the City Council approve an Amendment to the Agreement for Engineering Services with Willdan and authorize the Mayor to sign the revision in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

COMPENSATION REVISION
FOR
ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY OF LAKEWOOD AND WILLDAN

1. Revise first paragraph, Section 4 Payment to read “For and in consideration of the engineering services performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate determined by Engineer’s July 2019 Schedule of Hourly Rates for services actually rendered.”

Dated the 11th day of June, 2019.

ENGINEER

CITY OF LAKEWOOD

Authorized Representative

Mayor

ATTEST

APPROVED AS TO FORM:

City Clerk

City Attorney

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Support and Maintenance Contract for Document Imaging System

INTRODUCTION

The City's current agreement with ECS Imaging, Inc. to provide maintenance and technical support for the City's document imaging system has reached the end of its term and requires renewal.


STATEMENT OF FACT

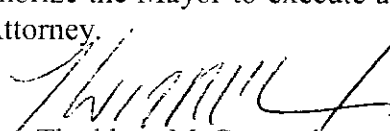
Since 1999, the City has utilized the Laserfiche document imaging system software. The system currently stores over a million pages in the database, including the entire text of the Lakewood Municipal Code, City Council minutes back to incorporation and the City's building permit records.

ECS Imaging, Inc. provides ongoing technical support and troubleshooting, both via telephone and on site service, and provides for the upkeep of the system software with upgrades as they become available. ECS Imaging, Inc. is one of the largest authorized dealers for Laserfiche document imaging software in California and specializes in support and maintenance to local government agencies. It is proposed that the existing agreement be extended through June 30, 2020.

RECOMMENDATION

It is the recommendation of staff that the City Council authorize an extension through June 30, 2020, of the agreement with ECS Imaging, Inc. for maintenance and support of the Laserfiche system in an amount not to exceed \$10,667, and authorize the Mayor to execute an amendment to the agreement subject to the approval of the City Attorney.


Jo Mayberry
City Clerk


Thaddeus McCormack
City Manager

AMENDMENT TO AGREEMENT
WITH ECS IMAGING, INC.

THIS AMENDMENT is entered into this 11th day of June, 2019, by and between the City of Lakewood, a municipal Corporation (hereinafter referred to as "City") and ECS Imaging, Inc., (hereinafter referred to as "Integrator").

WHEREAS, City and Integrator entered into an Agreement dated November 30, 2000, for maintenance and support of the City's LaserFiche Document Imaging System; and

WHEREAS, the term of the Agreement has previously been extended for additional one year periods.

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

1. Integrator agrees to provide to CITY, annual support for the LaserFiche Document Imaging System, including installation of upgrades and telephone/on-site support as specified in Attachment A.
2. The term of the agreement shall be extended through June 30, 2020.
3. Except as amended hereby, said agreement of November 30, 2000, is hereby affirmed in all other aspects.

IN WITNESS WHEREOF, the parties hereby have cause this agreement to be executed on this 11th day of June, 2019.

City Manager

ATTEST:

City Clerk

Approved as to form:

ECS IMAGING, INC.

City Attorney

By: _____
Title:

ATTACHMENT "A"

ECS Imaging, Inc.

CITY OF LAKEWOOD

Software and Support

LaserFiche Standard Server LSAP	\$1,450.00
LaserFiche 8-Full, Snapshot & Email Users	\$1,328.00
LaserFiche 25-Retrieval Users	\$1,250.00
WebLink LSAP	\$1,590.00
LaserFiche Plus Plug-in LSAP	\$1,590.00
Annual ECS Priority Support/Consulting	\$3,000.00
Including 20 hours on-site and unlimited phone support	
July 1, 2018 through June 30, 2019	
Canon DR-M1060 CarePak Warranty	\$295.00
Canon DR-M160II CarePak Warranty	\$89.00
Canon Flatbed Unit 102 CarePak Warranty	\$75.00

Total

\$10,667.00

COUNCIL AGENDA

June 11, 2019

TO: Honorable Mayor and City Council

SUBJECT: Agreement with Macerich Lakewood LP for Law Enforcement Services at Lakewood Center Mall

INTRODUCTION

The City of Lakewood contracts with the Los Angeles County Sheriff's Department for deputies assigned to Lakewood Center mall. Cost of the deputies is shared with the managing agent, Macerich Lakewood LP.

STATEMENT OF FACTS

The City contracts with the Los Angeles County Sheriff's Department for two 40-hour relief deputies who are assigned to Lakewood Center mall. The cost per deputy for FY 2019/20 is \$338,632. The Agreement with Macerich Lakewood LP, which is effective July 1, 2019 through June 30, 2020, provides that Macerich Lakewood LP will fund the cost of one deputy and that they will reimburse the City \$28,219 per month for 12 months beginning July 1, 2019.

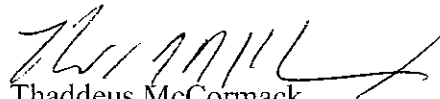
RECOMMENDATION

That the City Council approve the agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2019 through June 30, 2020, and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt
Director of Public Safety



Thaddeus McCormack
City Manager



LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as this "Agreement"), is made as of _____, 2019, by and between **Macerich Lakewood LP**, a Delaware limited partnership (referred to herein as "Manager"), and the **City of Lakewood**, a municipal corporation (referred to herein as "City"), based upon the following facts and circumstances:

A. Manager is the managing agent on behalf of the owner(s) of the shopping center located at 500 Lakewood Center Mall, Lakewood, CA 90712 and commonly known as Lakewood Center (referred to herein as the "Center"); and,

B. City contracts with the Los Angeles Sheriff's Department (the "LASD") for law enforcement services within City's territorial jurisdiction; and,

C. Manager desires to continue with the long-standing practice of collaborating with City to obtain the services of LASD deputies to perform Law Enforcement Services (as defined below) at the Center, as set forth in this Agreement.

In consideration of the fees to be paid by Manager to City and the covenants to be performed by each of the parties hereunder, Manager and City do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. Law Enforcement Services. Subject to the terms and conditions set forth in this Agreement, City hereby agrees to cause the LASD to provide Manager with uniformed LASD deputies ("Deputies") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in Exhibit A, attached hereto and incorporated herein by this reference, which may be modified by the parties from time to time to meet the specific needs of the Center. Deputies working at the Center are subject to the LASD's policies and procedures and, as such, are required to observe the LASD's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by the LASD to the general public. Discipline for Deputies will be initiated by the LASD only and Manager shall have no liability with respect to any disciplinary action taken against any Deputy. It is understood by the parties that the LASD and its Deputies do not owe a greater level of police services or protection under this Agreement than is owed to the public generally.

2. Term. The term ("Term") of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2020, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon thirty (30) days' prior written notice. City may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Deputies, or due to emergencies.

3. Payment for Services. Manager shall pay to City, within thirty (30) days of receipt of an invoice from City, the agreed upon costs (as set forth in Exhibit A) to City for providing the Law Enforcement Services at the Center.

4. Notices. All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by reputable overnight courier to the following addresses:

If to Manager, to: c/o The Macerich Company
401 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401
Attn: General Counsel

If to City, to: City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712
Attn: Joshua Yordt, Director of Public Safety

or to such other address as either party may direct by notice given to the other as hereinabove provided. Notices will be deemed to have been given upon either receipt or rejection. For notices to be delivered to Manager, a copy shall also be sent to the manager for the Center.

5. Miscellaneous.

a. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

c. In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding.

d. Except as the parties may specify in writing, neither party shall have the authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other to any obligation whatsoever.

e. All Deputies will be employees of the LASD only, and will at all times be subject to the direct supervision and control of the LASD. Manager shall not have any responsibility for paying the salaries, statutory benefits (including Worker's

Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and any other expenses relating to each such employee of the LASD.

f. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

g. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

Manager

MACERICH LAKEWOOD LP,
a Delaware limited partnership
By: Macerich Lakewood GP LLC,
a Delaware limited liability company
its general partner

City

CITY OF LAKEWOOD,
a municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

1. Payment:

- a. Provided City is discharging its obligations hereunder, as full payment for all Services rendered under this Agreement, Manager shall pay City in accordance with the following:
 - i. Manager shall pay to City as the service fee (the "Service Fee") the sum of \$28,219.33 per month, which shall be due and payable on the fifteenth day of each month. City shall invoice Manager monthly for each such payment.
 - ii. In the event that this Agreement is terminated by either party, with or without cause, Manager will receive a pro-rata refund of the then applicable Service Fee, to the extent applicable.

2. Services:

- a. City shall cause the LASD to staff the Center during the Term with two Deputies for 40 hours per week, to be scheduled as agreed by the parties. It is the intent of the parties for the Deputies to be solely stationed at the Center and not to leave the Center unless it pertains to Center business. Manager and City shall periodically confer with respect to scheduling, patrolling, and other related police activities so as to arrange for proper police coverage within the Center building and adjacent parking areas coincident with those days and times during which police services are required by the Manager. The parties shall designate representatives and establish appropriate lines of communication.
- b. Manager shall exercise its own discretion and control over its private security personnel.
- c. The Deputies shall be supervised as collateral duty by City's two team sergeants, under the direction of City's Service Area Lieutenant. Any requests for specific activities or modification to schedules involving the Deputies shall be submitted to and approved by the Service Area Lieutenant.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAKEWOOD**

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**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAKEWOOD**

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles ("County") and the City of Lakewood ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.
- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

- 8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

- 10.3 Notices to the City of shall be addressed as follows:

City of Lakewood
Attn: City Manager
5050 Clark Avenue, Lakewood, California 90712
Phone (562) 866-9771

11.0 AMENDMENTS

- 11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

- 11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.
- 11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF LAKEWOOD**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date _____

CITY OF LAKEWOOD

By _____

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)**

CITY: Lakewood FISCAL YEAR: 2019-2020 EFFECTIVE DATE: 7/1/2019

DEPUTY SHERIFF SERVICE UNIT		RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Rank														
Deputy Sheriff	Non-Relief		310	7.00	7.00	0.00	\$ 277,340.00	\$ 1,941,380.00	\$ 213,551.80	\$ 2,154,931.80	1,789	12,523	751,380	7,000
Deputy Sheriff	40-Hour Unit		306	4.00	4.00	0.00	\$ 305,074.00	\$ 1,220,296.00	\$ 134,232.56	\$ 1,354,528.56	2,086	8,344	500,640	4,664
Deputy Sheriff	56-Hour Unit		307	14.61	14.61	0.00	\$ 427,104.00	\$ 6,239,989.44	\$ 686,398.84	\$ 6,926,388.28	2,920	42,661	2,559,672	23,844

DEPUTY SHERIFF SERVICE UNIT (BONUS)		RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Rank														
										\$ -		0	0	0,000
										\$ -		0	0	0,000

GROWTH/GRANT DEPUTY UNIT		RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Rank														
Grant Deputy Bonus I	Non-Relief		385	1.00	1.00	0.00	\$ 204,614.00	\$ 204,614.00	\$ 22,507.54	\$ 227,121.54	1,789	1,789	107,340	1,000
										\$ -		0	0	0,000

SUPPLEMENTAL POSITIONS		RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Rank														
Sergeant	Non-Relief		353	2.00	2.00	0.00	\$ 247,580.00	\$ 495,160.00	\$ -	\$ 495,160.00	1,789	3,578	214,680	2,000
										\$ -		0	0	0,000
Estimated Cost for Service Units: \$ 10,101,439.44											Total Liability (11%): \$ 1,056,690.74		Estimated Subtotal: \$ 11,158,130.18	
											Public Safety Equipment Cost (See page 3): \$ 3,370.00		Estimated Total Annual Cost: \$ 11,161,500.18	

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By: _____
 Captain David J. Sprengel
 UNIT COMMANDER NAME SIGNATURE DATE
 Kevin Piper
 SERGEANT 5/9/2019
 DATE

City Approval By: _____
 "I certify that I am authorized to make this commitment on behalf of the City."

 CITY OFFICIAL NAME SIGNATURE DATE

 SERGEANT DATE



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
 CONTRACT CITY LAW ENFORCEMENT SERVICES
 SERVICE LEVEL AUTHORIZATION (SH-AD 575)
 DEPLOYMENT OF PERSONNEL

City: Lakewood Fiscal Year: 2019-2020 Effective Date: 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	7.00			1			1		5			7
40-Hour Unit	4.00					3		1				4
56-Hour Unit	14.61	3	2.61	5	1	1	2					14.61
70-Hour Unit	0.00											0
Motor (Non-Relief)	0											0
DEPUTY BONUS												
Non-Relief	0											0
40-Hour Unit	0											0
56-Hour Unit	0											0
70-Hour Unit	0											0
GROWTH DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
GRANT DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	1									1		1
Motor (Non-Relief)	0											0
Routine City Helicopter Billing Agreement									YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
License Detail - Business License & Renewal Applications									YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
License Detail - Acts on Violations Observed within the City									YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
S.T.A.R. Deputy Program									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Other Supplemental Services									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

	Sworn						Total
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	
Hours	0	3,578	1,789	0	63,528	0	68,895
Minutes	0	214,680	107,340	0	3,811,692	0	4,133,712
Personnel	0.000	2.000	1.000	0.000	35.508	0.000	38.508

	Civilian			Total
	SSO	LET/CSA/CA/PCO	Clerical	
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials

City Official: _____

Unit Commander: _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: Lakewood FISCAL YEAR: 2019-2020

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST
MDC Data & Maintenance Only	Year 3+	NEW	2	\$ 1,685.00	\$ 3,370.00

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
Total Public Safety Equipment Cost:					\$ 3,370.00

Initials

City Official: _____

Unit Commander: _____

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 11.0%

DSSU Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 277,340	310
Deputy Sheriff	40-Hour Unit	\$ 305,074	306
Deputy Sheriff	56-Hour Unit	\$ 427,104	307
Deputy Sheriff	70-Hour Unit	\$ 533,880	308
Special Assignment Deputy	Non-Relief	\$ 277,340	310
Catalina Deputy	Non-Relief	\$ 251,447	324

DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 297,689	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 327,458	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 458,441	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 573,051	303

Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 187,904	335
Growth Deputy Generalist	40-Hour Unit	\$ 219,096	NEW
Growth Deputy Generalist	56-Hour Unit	\$ 306,659	NEW
Growth Deputy Generalist	70-Hour Unit	\$ 383,324	NEW
Growth Special Assignment Deputy	Non-Relief	\$ 187,904	335
Growth Deputy Bonus I	Non-Relief	\$ 204,614	336
Growth Motor Deputy	Non-Relief	\$ 204,614	336
Grant Deputy Generalist	Non-Relief	\$ 187,904	386
Grant Special Assignment Deputy	Non-Relief	\$ 187,904	386
Grant Deputy Bonus I	Non-Relief	\$ 204,614	385
Grant Motor Deputy	Non-Relief	\$ 204,614	385

Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 372,948	321
Lieutenant	Non-Relief	\$ 292,903	342
Sergeant	Non-Relief	\$ 247,580	353
Motor Sergeant	Non-Relief	\$ 260,980	348
Motor Deputy	Non-Relief	\$ 297,689	305A
Watch Deputy	Non-Relief	\$ 197,964	354
Community Services Assistant (w/ veh)	Non-Relief	\$ 67,799	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 67,262	327
Crime Analyst	Non-Relief	\$ 136,806	329
Custody Assistant	Non-Relief	\$ 110,950	331
Forensic ID Specialist II	Non-Relief	\$ 166,233	356
Information Systems Analyst I	Non-Relief	\$ 151,728	332
Intermediate Clerk	Non-Relief	\$ 75,027	338
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 104,538	340
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 100,525	339
Operations Assistant I	Non-Relief	\$ 99,045	343
Operations Assistant II	Non-Relief	\$ 123,045	344
Operations Assistant III	Non-Relief	\$ 140,907	345
Secretary V	Non-Relief	\$ 107,191	346
Security Assistant	Non-Relief	\$ 52,874	362
Security Officer	Non-Relief	\$ 83,761	347
Senior Information Systems Analyst	Non-Relief	\$ 198,501	334
Station Clerk II	Non-Relief	\$ 91,989	351
Skynight Observer	Non-Relief	\$ 297,689	349
Supervising Station Clerk	Non-Relief	\$ 111,223	352

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates			
Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol Vehicle	2019-2020	\$ 86,906.58	378
B/W Tahoe	2019-2020	\$ 85,155.98	399
B/W Motorcycle	2019-2020	\$ 44,988.18	381
Solid Patrol Vehicle	2019-2020	\$ 81,417.79	NEW
Solid Sedan	2019-2020	\$ 48,384.52	379
CSO/SSO Sedan	2019-2020	\$ 64,661.60	NEW
K-9 Vehicle	2019-2020	\$ 87,811.35	NEW

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance	Year 1	\$ 13,142	NEW
MDC (CF-31/19) Only Initiated FY 18/19	Year 2	\$ 7,771	376D
MDC Data & Maintenance Only	Year 3+	\$ 1,685	NEW
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	NEW
ALPR System 2nd Year	Year 2	\$ 4,650	NEW
ALPR System 3rd Year	Year 3	\$ 4,650	NEW
ALPR System 4th Year	Year 4	\$ 4,650	NEW
ALPR System 5th Year	Year 5	\$ 4,650	NEW

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.

2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.

2.3 The Equipment shall not be used or operated as follows:

2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or

2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.

3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.

3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.

3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

- 7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.
- 7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.
- 7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

- 8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

RESOLUTION NO. 2019-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD
APPROVING MUNICIPAL LAW ENFORCEMENT SERVICES
AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND
CITY OF LAKEWOOD, EFFECTIVE JULY 1, 2019

WHEREAS, the City of Lakewood and the County of Los Angeles by and through their respective legislative bodies on April 16, 1954, upon the incorporation of the City of Lakewood entered into an agreement whereby the County of Los Angeles through the Sheriff thereof agreed to provide law enforcement services within the City of Lakewood; and

WHEREAS, said agreement marked the birth of the Lakewood Plan for contractual services and has been renewed from time to time to and including the present time; and

WHEREAS, the City of Lakewood and the County of Los Angeles and the many cities that subsequently have joined in this Plan have provided the County with a strong law enforcement agency while eliminating duplicating costs and efforts; and

WHEREAS, in this sixty-fifth (65th) year of the City of Lakewood's incorporation, the City Council of the City of Lakewood proudly renews this agreement.

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

SECTION 1. That certain agreement, to be dated in the year 2019, entitled, "Municipal Law Enforcement Services Agreement, by and between the County of Los Angeles and the City of Lakewood" providing basic law enforcement services to the City of Lakewood, is hereby accepted and approved by the City Council of the City of Lakewood by and on behalf of the City of Lakewood.

SECTION 2. This agreement shall be effective July 1, 2019, when ratified and approved by the Board of Supervisors of the County of Los Angeles and shall remain in effect until June 30, 2024.

SECTION 3. The Mayor and the City Clerk are authorized and directed to execute said agreement by and on behalf of the City of Lakewood.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and forward a certified copy of this Resolution along with three original signed copies of said agreement to the Chief Administrative Officer for the County of Los Angeles.

ADOPTED AND APPROVED THIS 11TH DAY OF JUNE, 2019.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Legal Services Agreement with Telecom Law Firm, PC

INTRODUCTION

From time to time, the City needs expert legal services regarding wireless communications infrastructure. The proposed agreement include assisting the City with these services.

STATEMENT OF FACTS

Providing the city with legal services will be Telecom Law Firm, PC. Telecom’s principals are Mr. Jonathan Kramer, Esq. and Mr. Robert May III. Mr. Kramer is the founder and managing partner of the firm, which serves the legal needs of corporate, government and private clients. The firm has handled more than 3,000 wireless and broadband projects and served more than 700 government clients in both legal and consulting capacities. They specialize in comprehensive telecommunications services from wired to wireless, including cell site leasing, wireless tower agreements, and right-of-way negotiations and agreements, to name a few. Mr. Kramer himself has more than 35 years of experience in wireless, cable television, telecommunications, technology, engineering and management. He is a nationally recognized attorney, telecom technology expert and expert witness. Mr. Kramer is also very familiar with Lakewood as his firm has provided consulting services to the city in the past, most recently assisting with the wireless telecommunications ordinances. Due to their extensive experience in this field, Telecom Law Firm, PC is the ideal firm to provide these specialized legal services regarding wireless communications infrastructure. The agreement is on a pay per use basis.

RECOMMENDATION

That the City Council approves the legal services agreement with Telecom Law Firm, PC for a period ending June 30, 2020 and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran **PB**
Assistant to the City Manager


Thaddeus McCormack
City Manager

**AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 11th day of June, 2019, by and between the CITY OF LAKEWOOD, CALIFORNIA, a municipal corporation (herein referred to as "City"), and TELECOM LAW FIRM, PC, a California professional corporation (herein referred to as "Lawyer"), and jointly, "Parties."

City and Lawyer agree as follows:

1. RETENTION AS LAWYER

City hereby retains Lawyer, and Lawyer hereby accepts such engagement, to perform the legal services described in Section 2. Lawyer warrants it has the qualifications, experience, and facilities to properly and timely perform said services described in Section 2. The Parties intend that this Agreement does create an Attorney-Client relationship between City and Lawyer.

2. DESCRIPTION OF SERVICES

The services to be performed by Lawyer are shown in Exhibit A attached hereto and made a part hereof by this reference are for cell site projects.

3. COMPENSATION AND PAYMENT

The compensation and payment schedules to Lawyer are shown in Exhibit B attached hereto and made a part hereof by this reference.

4. ADDITIONAL SERVICES

City shall pay Lawyer for those City-authorized extra services, not reasonably included within the services described in Section 2 Exhibit A, such amounts as mutually agreed to by the Parties in advance. Unless City and Lawyer have agreed for the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The then applicable hourly rates for extra services shall be at the hourly rates set forth in in Section 3 of this Agreement.

5. PROJECT MANAGERS

The services to be performed by Lawyer shall be accomplished under the general direction of, and coordinate with, City's "City Project Manager", as that staff person is designated by City from time to time. City initially designates Paolo Beltran as the City Project Manager.

Within Lawyer, the services to be performed by Lawyer shall be accomplished under the direction and supervision of Dr. Jonathan Kramer, Esq. and Mr. Robert May III, Esq. who are designated as Lawyer's Project Co-Managers. Dr. Kramer and Mr. May are solely responsible for the delegation of work tasks within Lawyer.

6. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2020, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Lawyer shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

7. OWNERSHIP OF DOCUMENTS

All reports and other documentation (other than Lawyer's drafts, notes and internal memorandum), including duplication of same prepared by Lawyer in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Lawyer harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Lawyer is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This Agreement is for professional services which are personal to City. Dr. Jonathan L. Kramer and Mr. Robert May III are deemed to be especially experienced and are key members of Lawyer, and one or both shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with, and periodically report to City on the progress of the work. Should Dr. Kramer and Mr. May be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement.

This Agreement is not assignable by Lawyer without City's prior consent in writing except as follows. During the term of this Agreement, Lawyer anticipates reforming itself from a professional corporation to a limited liability partnership. As long as Dr. Jonathan Kramer and Mr. May are the managing partners of the surviving entity, City permits the transfer of this Agreement to the new entity upon written notice from Lawyer to City.

9. HOLD HARMLESS AND INDEMNITY

Lawyer holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Lawyer, to Lawyer's employees, to Lawyer's contractors or subcontractors, or to the owners of Lawyer's firm, which damages, losses, injuries or liability occur as a result of Lawyer's negligence or uncorrected error during the work required under this Agreement.

10. INSURANCE

Lawyer shall, at Lawyer's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Lawyer shall also, at Lawyer's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional insured except as to workers compensation insurance. Lawyer shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

11. RELATION OF THE PARTIES

The relationship of the Parties to this Agreement shall be that Lawyer is an independent contractor to City, and that in no event shall Lawyer be considered an officer, agent, servant or employee of City. Lawyer shall have no authority to bind City in any matter or circumstance. Lawyer shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION

A. City, by notifying Lawyer in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

City, by notifying Lawyer in writing, may terminate for cause if such cause is provided to Lawyer in writing, Lawyer is given a reasonable opportunity to dispute or cure, and where not disputed Lawyer does not thereafter cure any curable item.

B. Lawyer, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Lawyer, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Lawyer provide any service which in Lawyer's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Lawyer.

C. In the event of termination, Lawyer shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Lawyer within 30 days following submission of a final statement by Lawyer.

13. AUDIT OF RECORDS

At any time during normal business hours and scheduled at a mutually convenient time, Lawyer shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Lawyer will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

14. WAIVER

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

15. CONFLICT OF INTEREST

Lawyer certifies that no City employee or official that has now or has ever had a financial interest in Lawyer's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Lawyer shall not offer, encourage or accept any financial interest or employment in Lawyer's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

16. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

18. GOVERNING LAW

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

19. TAXPAYER IDENTIFICATION NUMBER

Lawyer shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

20. NON-APPROPRIATION OF FUNDS

Payments due and payable to Lawyer for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Lawyer services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Lawyer in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Lawyer shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Lawyer with written notice of such funds availability.

21. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Lawyer.

22. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

23. PERMITS AND LICENSES

Lawyer, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Lawyer.

24. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit or describe the scope or intent of any provision or section of the Agreement.

25. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

26. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Lawyer's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

27. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

28. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

CITY OF LAKEWOOD
Attention: City Clerk
5050 Clark Avenue
Lakewood, CA 90712

TO LAWYER:

TELECOM LAW FIRM, PC
Attention: LEGAL NOTICES
3570 Camino del Rio N. Suite 102
San Diego, CA 92108

It is so agreed.

CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

By _____
City Manager

Name:
Title

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

I. Legal Services.

At City's request, Lawyer will perform services for City on matters related to wireless communications infrastructure and any other services within Lawyer's expertise; provided, however that any services related to litigation shall require a separate written agreement which either City or Lawyer may decline in either party's individual judgment.

II. Attendance at Meetings.

At City's request, and subject to Lawyer's prior scheduling, Lawyer will attend meetings at City Hall or any project site as requested by City.

(End of Exhibit "A")

EXHIBIT "B"

LAWYER'S SCHEDULE OF FEES

1. **Hourly Fees:** Lawyer shall perform all services described in Exhibit A, and all other services not described in Exhibit A but requested by City and within Lawyer's expertise as accepted by Lawyer, on an hourly fee basis as follows:

<u>Personnel</u>	<u>Rate</u>
Per Partner	\$300
Per Associate/Of Counsel	\$250
Per Paralegal	\$160

2. **Travel Time:** For travel paid solely by City, Lawyer charges a discounted rate of 50% of the hourly rate for travel time for each staff member. For travel time reimbursed by an applicant Lawyer charges its regular hourly rate for travel time for each staff member.

3. **Expenses:** City will reimburse Lawyer for all ordinary costs and expenses reasonably incurred by Lawyer in performance of the services provided by Lawyer to City pursuant to this Agreement. All reimbursements shall be limited to the actual cost, with no overhead.

4. **Billing:** City's designated point of contact for billing queries is:

Paolo Beltran, Assistant to the City Manager

pbeltran@lakewoodcity.org

562-866-9771, extension 2129

Lawyer's designated point of contact for billing queries is:

Val Halvorsen, Business Manager

Name and Title

BManager@TelecomLawFirm.com

Email Address

(310) 312-9900 ext. 123

Telephone Number

The names and contact information for the persons named in this Section 6 may be changed upon 30 days written notice to the other party at the address set out in Section 28 ("Notices") of this Agreement.

(End of Exhibit "B")

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Consultant Services Agreement with Telecom Law Firm, PC

INTRODUCTION

City staff desires to continue to enlist the assistance of a consultant to help review wireless telecommunications applications to ensure that the information received complies with existing federal, state, and local laws and regulations.

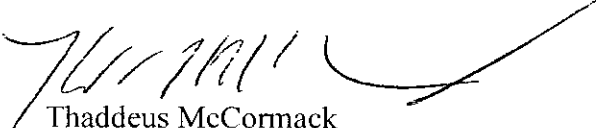
STATEMENT OF FACTS

Providing the city with consultant services will be Telecom Law Firm, PC. Telecom's principals are Mr. Jonathan Kramer, Esq. and Mr. Robert May III. Mr. Kramer is the founder and managing partner of the firm, which serves the legal needs of corporate, government and private clients. The firm has handled more than 3,000 wireless and broadband projects and served more than 700 government clients in both legal and consulting capacities. They specialize in comprehensive telecommunications services from wired to wireless, including cell site leasing, wireless tower agreements, and right-of-way negotiations and agreements, to name a few. Mr. Kramer himself has more than 35 years of experience in wireless, cable television, telecommunications, technology, engineering and management. He is a nationally recognized attorney, telecom technology expert and expert witness. Mr. Kramer is also very familiar with Lakewood as his firm has provided consulting services to the city in the past, most recently assisting with the wireless telecommunications ordinances. Due to their extensive experience in this field, Telecom Law Firm, PC is the ideal firm to provide expert technical and regulatory consultation, advice and other assistance with wireless permit application reviews. The agreement is on a pay per use basis.

RECOMMENDATION

That the City Council approves the consultant services agreement with Telecom Law Firm, PC for a period ending June 30, 2020 and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran **PB**
Assistant to the City Manager


Thaddeus McCormack
City Manager

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 11th day of June, 2019, by and between the CITY OF LAKEWOOD, CALIFORNIA, a municipal corporation (herein referred to as "City"), and TELECOM LAW FIRM, PC, a California professional corporation (herein referred to as "Consultant"), and jointly, "Parties."

City and Consultant agree as follows:

1. RETENTION AS CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the consulting services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services described in Section 2. The Parties intend that this Agreement does NOT create an Attorney-Client relationship between City and Consultant.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are shown in Exhibit A attached hereto and made a part hereof by this reference are for cell site projects.

3. COMPENSATION AND PAYMENT

The compensation and payment schedules to Consultant are shown in Exhibit B attached hereto and made a part hereof by this reference.

4. ADDITIONAL SERVICES

City shall pay Consultant for those City-authorized extra services, not reasonably included within the services described in Exhibit A, such amounts as mutually agreed to by the Parties in advance. Unless City and Consultant have agreed for the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The then applicable hourly rates for extra services shall be at the hourly rates set forth in in Section 3 of this Agreement.

5. PROJECT MANAGERS

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "City Project Manager", as that staff person is designated by City from time to time. City initially designates Ryan Bowman as the City Project Manager.

Within Consultant, the services to be performed by Consultant shall be accomplished under the direction and supervision of Dr. Jonathan Kramer, Esq. and Mr. Robert May III, Esq. who are designated as Consultant's Project Co-Managers. Dr. Kramer and Mr. May are solely responsible for the delegation of work tasks within Consultant.

6. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2020, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This Agreement is for professional services which are personal to City. Dr. Jonathan L. Kramer and Mr. Robert May III are deemed to be especially experienced and are key members of Consultant, and one or both shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with, and periodically report to City on the progress of the work. Should Dr. Kramer and Mr. May be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement.

Notwithstanding the first paragraph of this Section 8, during the term of this Agreement, Contractor anticipates that it will transfer services provided herein to Permit Team LLC, a California limited liability company ("PTLLC"). Contractor may assign this Agreement to PTLLC upon written notice to the City so long as:

- (1) Dr. Kramer and Mr. May maintain majority ownership and control over PTLLC and remain primarily responsible for the performance of this Agreement;
- (2) prior to any such assignment, Contractor tenders to the City proof that PTLLC secures and maintains all insurance policies under this Agreement; and
- (3) PTLLC accepts in writing all Contractor's obligations under this Agreement. Upon written notice of such assignment by Consultant, City shall approve of the assignment to PTLLC, which is a novation of this Agreement as to the Consultant.

9. HOLD HARMLESS AND INDEMNITY

Consultant holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur as a result of Consultant's negligence or uncorrected error during the work required under this Agreement.

10. INSURANCE

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional insured except as to workers compensation insurance. Consultant shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

11. RELATION OF THE PARTIES

The relationship of the Parties to this Agreement shall be that Consultant is an independent contractor to City, and that in no event shall Consultant be considered an officer, agent, servant or employee of City. Consultant shall have no authority to bind City in any matter or circumstance. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. TERMINATION

A. City, by notifying Consultant in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

City, by notifying Consultant in writing, may terminate for cause if such cause is provided to Consultant in writing, Consultant is given a reasonable opportunity to dispute or cure, and where not disputed Consultant does not thereafter cure any curable item.

B. Consultant, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Consultant, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Consultant provide any service which in Consultant's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Consultant.

C. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant.

13. AUDIT OF RECORDS

At any time during normal business hours and scheduled at a mutually convenient time, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

14. WAIVER

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

15. CONFLICT OF INTEREST

Consultant certifies that no City employee or official that has now or has ever had a financial interest in Consultant's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Consultant shall not offer, encourage or accept any financial interest or employment in Consultant's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

16. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

17. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

18. GOVERNING LAW

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

19. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

20. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Consultant in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Consultant shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Consultant with written notice of such funds availability.

21. MODIFICATION OF AGREEMENT

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

22. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

23. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Consultant.

24. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit or describe the scope or intent of any provision or section of the Agreement.

25. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

26. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

27. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

28. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

CITY OF LAKEWOOD
Attention: City Clerk
5050 Clark Avenue
Lakewood, CA 90712

TO CONSULTANT:

TELECOM LAW FIRM, PC
Attention: LEGAL NOTICES
2001 S. Barrington Avenue, Suite 306
Los Angeles, CA 90025

Either party may change its address above by giving the other party no less than 30 days written notice of such change.

It is so agreed.

CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

By _____
City Manager

Name:
Title

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

A. Wireless Siting Application Reviews:

1. Application Reviews: At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below).

2. **Memorandum/Memoranda Content:**

a. **Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or

ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or

iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.

b. **Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, Consultant will:

i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and

ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;

iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;

v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

4. **Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement.

C. **General Consultation:** At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]

EXHIBIT "B"

CONSULTANT'S SCHEDULE OF FEES

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 3 and 4(i) for a fixed fee of \$2,450.00 per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant. Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

Personnel Rate

Per Partner or Senior Project Manager	\$	320
Per Associate/Of Counsel or Project Manager	\$	270
Per Paralegal or Senior Project Assistant	\$	200
Per Assistant or Project Assistant	\$	120

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. Annual Fee Adjustments. The Flat Rate and Hourly Fees set out in this Agreement shall automatically increase by three percent (3%) on each anniversary of this Agreement.

4. Expenses: City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.
5. The City's designated point of contact for billing queries is:

<u>Paolo Beltran, Assistant to City Manager</u>	<u>PBeltran@lakewoodcity.org</u>
Name and Title	Email Address

<u>(562) 866-9771 ext. 2129</u>
Telephone Number

The Consultant's designated point of contact for billing queries is:

<u>Val Halvorsen, Business Manager</u>	<u>BManager@TelecomLawFirm.com</u>
Name and Title	Email Address

<u>(310) 312-9900 ext. 135</u>
Telephone Number

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Pun Group LLC, Audit Services Contract

INTRODUCTION

The City routinely undergoes scheduled audits by governmental agencies and audit firms. Included in this group is a contracted independent auditor who annually conducts the most comprehensive review of the organization and issues an audit opinion of the City. Their responsibilities involve verifying the appropriateness and accuracy of the City's financial transactions and statements, as well as examining the organization's internal controls. In addition to annually presenting the Comprehensive Annual Financial Report (CAFR) to the City Council, the independent auditors meet with the City's Audit Committee throughout the year.

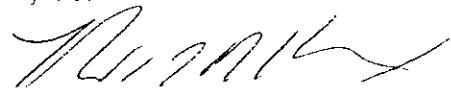
STATEMENT OF FACTS

In 2014 the Council approved a contract with The Pun Group LLP to serve as the City's independent auditors for a five-year period. The City has now utilized their auditing services for the past four and a half years. During this time The Pun Group has demonstrated a high level of professionalism and expertise. Given the projected work tasks in the next year and the satisfaction with The Pun Group, staff recommends that the contract be extended one additional year through the audit of Fiscal Year 2019-20. The proposed "not-to-exceed" fees of \$41,258 reflect a 3% increase from the current year fees of \$40,056. Staff plans to issue a request for proposals after the one-year extension period.

STAFF RECOMMENDATION

It is recommended that the Council approve Pun Group LLC as the City's independent auditor for Fiscal Year 2019-20 and award a contract for \$41,258.

1/1
FOR JG
Jose Gomez
Director of Administrative Services


Thaddeus McCormack
City Manager

COUNCIL AGENDA

June 11, 2019

TO: The Honorable Mayor and City Council

SUBJECT: Agreement with Tyler Technologies Inc. for MUNIS Accounting Software Licenses and Support

INTRODUCTION

Annually the City contracts with Tyler Technologies (Tyler) for MUNIS accounting software licensing and support for a number of program modules, disaster recovery, and off-site support services.

STATEMENT OF FACT

Although Tyler’s standard support fees have increased by five percent in years past, Staff requested and they agreed to keep the increase at or below three percent for Fiscal Year 2019-20 for all support services, except one (disaster recovery). Specifically, the agreement includes the following:

	Actual FY 2018-19	% Increase	Proposed FY 2019-20
Support and Update Licensing			
ACCTG/GEN LEDGER/BUDGET/ACCTS PA	\$26,978.73	3%	\$27,788.09
ACCOUNTS RECEIVABLE	\$7,357.50	3%	\$7,578.22
BUSINESS LICENSE	\$6,744.06	3%	\$6,946.38
CONTRACT MANAGEMENT	\$3,507.72	3%	\$3,612.95
GENERAL BILLING	\$3,433.25	3%	\$3,536.24
HUMAN RESOURCES MANAGEMENT	\$2,821.08	3%	\$2,905.71
INVENTORY	\$8,093.38	3%	\$8,336.18
CRYSTAL REPORTS	\$6,812.20	3%	\$7,016.56
MUNIS OFFICE	\$5,396.00	3%	\$5,557.88
PAYROLL	\$4,046.69	3%	\$4,168.09
PROJECT ACCOUNTING	\$5,934.98	3%	\$6,113.02
PURCHASE ORDER	\$8,093.38	3%	\$8,336.18
REQUISITIONS	\$5,664.86	3%	\$5,834.80
FORM PROCESSING SUPPORT	\$3,790.56	3%	\$3,904.27
ROLE TAILORED DASHBOARD	\$1,720.56	3%	\$1,772.17
Other Applications & Services			
TYLER UNLIMITED UPGRADE MAINTEN	\$2,700.00	0%	\$2,700.00
OFFSITE DATABASE ADMIN	\$30,000.00	0%	\$30,000.00
TYLER DISASTER RECOVERY	\$27,312.63	5%	\$28,678.26
	\$160,407.58		\$164,785.00

STAFF RECOMMENDATION

It is recommended that the City Council approve the Agreement with Tyler Technologies, Inc. in the amount of \$164,785 for accounting software licensing and support.

Jose Gomez
Director of Administrative Services

Thaddeus McCormack
City Manager

COUNCIL AGENDA

June 11, 2019

TO: Honorable Mayor and Members of the Council

SUBJECT: Renewal and Amendment of Agreement with Fair Housing Consultants Inc.

STATEMENT OF FACT

As a Community Development Block Grant (CDBG) entitlement jurisdiction, the City is required to provide a fair housing counseling program for residents. The City currently contracts for these services which are paid for with CDBG funds. The City's fair housing counseling program consists of public outreach, education, and the coordination of fair housing training for local real estate agents, apartment managers and property owners. In addition, the fair housing consultant provides referrals to other agencies, which may better assist a tenant or landlord with his or her particular situation.

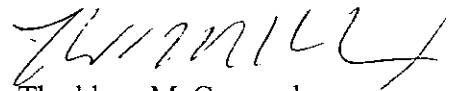
Since February 2001, the City has contracted with Sharron Hillery (dba Fair Housing Consultants) for the provision of a fair housing counseling program, which meets the U.S. Department of Housing and Urban Development requirements. Ms. Hillery provides Lakewood residents and property owners with professional service in the areas of landlord/tenant relations, fair housing information and education, and client service referrals. Staff has worked with Ms. Hillery to update the scope of services to clarify counseling services to be provided and the monthly reporting requirements. The current contract expires on June 30, 2019. The cost for said services for the renewal of this contract will be funded by CDBG funds.

RECOMMENDATION

Staff recommends that the City Council approve the renewal of the contract and amended scope of services with Sharron Hillery for fair housing consulting services through June 30, 2020, and authorize the contract amount not to exceed \$38,695 for the year. Funds for this contract are included in the City's proposed FY 19-20 budget.



Abel Avalos
Director of Community Development



Thaddeus McCormack
City Manager

Attachments

Agreement for Fair Housing Consulting Services

AGREEMENT FOR FAIR HOUSING CONSULTING SERVICES

THIS CONTRACT made and entered into this 11th day of June 2019 by and between the City of Lakewood, a municipal corporation hereinafter referred to as "City", and SHARRON C. HILLERY, dba FAIR HOUSING CONSULTANTS, hereinafter referred to as "Consultant", is made with reference to the following facts:

WITNESSETH:

WHEREAS, City desires assistance to provide its citizens with fair housing counseling service; and

WHEREAS, Consultant has substantial expertise in dealing with all facets of housing discrimination and fair housing counseling services; and

WHEREAS, Consultant desires to implement and operate a fair housing counseling program desired by City;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Consultant shall implement and operate a fair housing counseling program for City and its residents as described in Exhibit A, attached hereto and made a part hereof as though set forth in full. If there should be any conflict between this Agreement and Exhibit A, this Agreement shall govern.
2. Consultant, shall whenever necessary to carry out their duties and obligations described hereunder and to properly maintain a fair housing consulting service within the City of Lakewood, occupy, utilize and work out of an office provided for Consultant by City within City at no cost to Consultant for local telephone services and other local services.
3. This Agreement shall be for a term of twelve (12) months commencing July 1, 2019 and ending June 30, 2020 at midnight. By mutual agreement, this Agreement may be extended in writing for additional terms.
4. Except as authorized herein or subsequently in writing, Consultant shall provide the described services at their own cost and expenses. For these services, City agrees to pay Consultant the aggregate sum of \$38,395 for a twelve (12) month period, payable in twelve (12) equal monthly installments. Consultant shall submit month invoices for such payments, which shall include any authorized actual cost incurred during the preceding month.
 - a. Consultant shall maintain books, financial statements, and files necessary to support its financial statements, and such books, financial records and files shall be retained by Consultant for a period of three (3) years following termination or expiration of this Agreement, or until after final payments are made and all pending matters are closed, whichever comes later.

- b. Representatives of City, the Department of Housing and Urban Development (HUD), the Comptroller General of the United States or any other duly authorized representatives shall have access, at all reasonable times, to any books, documents, papers and records of Consultant which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions and to ascertain compliance with provisions of the Agreement. Such examinations and reviews shall be conducted during the Consultant's regular business hours in a manner, which causes as little inconvenience to Consultant as possible.
5. Consultant shall not utilize any of the funds derived from federally appropriated funds for political campaign contributions or for promotions of political candidates or any other political purpose.
6. The funds provided by City pursuant to this Agreement have been received from a grant under the Community Development Block Grant Program of the United States Department of Housing and Urban Development. Consultant shall comply with all applicable regulations governing use of these funds, including all equal opportunity requirements.
7. Consultant shall submit to City the names and address of any person, agent or officer of Consultant performing any of the Consultant's duties under this Agreement. Consultant acknowledges that City has entered into this Agreement with Consultant based on her resume filed with City and on the basis that Consultant will be providing said Consultant services unless City agrees otherwise in writing.
8. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant's activities or the employees of Consultant; and Consultant expressly warrants not to, at any time or in any manner, represent that Consultant or any of Consultant's agents, volunteers, subscribers, members, officers or employees are in any manner the agents, volunteers, subscribers, officers or employees of City, it being distinctly understood that Consultant is, and shall at all times remain as to City, a wholly independent contractor, and Consultant's obligations to City are solely such as are prescribed in this Agreement.
9. Consultant shall hold City, its Councilpersons, Commissioners, officers and employees harmless and defend same from any and all actions, claims, demand costs, loss or expenses of any kind or nature whatsoever which may be imposed upon City, its Commissioners, officers or employees, or any of them, arising out of or attributable or connected with the performance of Consultant contemplated hereunder. Consultant shall file and maintain on file with City at all times during the term of this Agreement a Certificate of public liability and property damage insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one accident, and \$50,000 property damage. Said certificate shall name City as an additional insured, and the Certificate of Insurance forms shall be approved by the City Attorney. Such insurance shall not be cancelable without thirty (30) days prior written notice to City.

10. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of City. Any attempted assignment in violation hereof shall be void and of no force and effect, and such assignee shall not acquire any interest therein by reason of such attempted assignment. Consultant shall not subcontract any portion of the intended to or shall be construed as preventing Consultant from employing or firing employees which Consultant may deem necessary to render the performance contemplated.
11. Consultant certifies that no Federal appropriated funds received by it will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, as an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
12. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
13. In performing the services herein required of Consultant, Consultant shall deal with all service recipients in a non-discriminatory manner. It is understood and agreed that the function of Consultant under this Agreement is to carry out the work plan set forth in Exhibit A, and as such, the primary goal of Consultant should be, wherever possible, to informally conciliate complaints of alleged illegal discriminatory housing practices processed pursuant to this contract. In all cases, Consultant shall assume a position of neutrality during complaint intake and investigation.
14. It is expressly understood and agreed that Consultant has been retained as an independent contractor as distinguished from an employee or agent of City to perform aforementioned services. Consultant acknowledges the independent contractual relationship and releases City from any liability or obligation to make deductions or withholdings for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Consultant shall have any City status or benefit, including health, retirement and workers' compensation benefits.

Consultant acknowledges its independent contractor status in performing said services and assumes the risks to itself, its agents and employees and subcontractors and their agents or employees of personal injury or death, and all risk of property damage or loss of any property arising out of performance of said services by and on behalf of City and does hereby release City, its officers and personnel from any liability to Consultant, agents or employees thereof, for any loss or damage thereby incurred, or for contribution as a joint tort feisor therefore.

15. Nothing in this Agreement shall be deemed to bind any of the parties hereto to any course of conduct or action. It is expressly understood that Consultant has been retained to administer a fair and non-prejudicial program. City reserves the absolute right in its discretion to terminate this Agreement at any time or fail to renew the same because of its dissatisfaction with Consultant's performance hereunder or irrespective of Consultant's services for any other reason in its total and absolute discretion.

Consultant shall have the absolute right to make her decisions hereunder based on the facts and circumstances that she shall determine in her discretion. However, Consultant shall keep City fully advised of her work in process and, in particular, as soon as reasonably possible, notify City of any action she recommends remedying any violation of fair housing policy.

16. This Agreement may be terminated for cause or for convenience by either party hereto upon a thirty (30) day written notice to the other party. Should such termination occur after Consultant has received payment for services which, in the opinion of City have not been rendered, City reserves the right to require Consultant to reimburse City in a reasonable amount.
17. Should any litigation be commenced between the parties hereto concerning any provision of this Agreement, or the rights and duties of any party relative hereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and actual court costs.
18. Any and all written notices required or authorized to be given under this Agreement shall be deemed duly and properly given to City or Consultant if personally delivered or if mailed first-class United States mail, postage prepaid as follows:

CITY:

City of Lakewood
Attention: City Clerk
P.O. Box 158
5050 N. Clark Avenue
Lakewood, CA 90712-0158

FAIR HOUSING CONSULTANTS:

P.O. Box 88744
Los Angeles, CA 90009

Or such other address as with party may from time to time designate in writing to the other. When so given, such notices shall be effective from the date of the mailing of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first hereinabove written.

CITY OF LAKEWOOD
A Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk

FAIR HOUSING CONSULTANT

By _____
Sharron Hillery

EXHIBIT A

Scope of Services

The Fair Housing Consultants will prepare and administer a Fair Housing Counseling program for the City of Lakewood to ensure that all housing consumers are afforded an equal opportunity to rent, lease or purchase housing of their choice within the City of Lakewood without regard to race, religion, color, national origin or sex, familial status, disability, ancestry, marital status, age, sexual orientation, or source of income.

The Landlord/Tenant Counseling Services will be available to all residents and rental property owners of the City of Lakewood. A trained and qualified fair housing consultant will at all times comply with local, state and federal laws and regulations.

1. The Fair Housing Program will consist of several components including fair housing counseling; public outreach/education, and coordination with area lenders and apartment associations, owners and managers to provide fair housing training for their agents, loan officers and on-site property managers. Under this Fair Housing Partnership, these housing industry groups, participate in a Program that ensures compliance with Fair Housing Laws by development of office procedures and policies to provide equal opportunity service for all prospective clients and home seekers; develop real estate advertisement for compliance with the Fair Housing Advertising Policy; coordinate with equal opportunity committee for development of education materials and training courses for real estate licenses, including local real estate publishers of magazines and classified state of the local print media.
2. The Fair Housing Consultants will receive complaints of discriminatory housing practices, investigate and refer to HUD, DFEH or for private litigation, and
 - a. Function as a central source for fair housing information and education;
 - b. Investigate and conciliate housing discrimination complaints; and
 - c. Make referrals to appropriate sources for the formal resolution of discrimination complaints when informal conciliation efforts fail.
3. To implement the Fair Housing Services Program, the Fair Housing Consultants will provide the following services:
 - a. Public Education Publications – The Fair Housing Consultants will prepare within ninety (90) days of contract extensions, fair housing education materials in English and Spanish outlining the objectives, goals and services of the Fair Housing Program. Such materials will be provided to the City in a number no less than 2,000 per fiscal year. Such publication will be readily available to persons visiting City Hall and for distribution to the general public, educational institutions, realtors, landlord/tenant organizations, libraries, governmental and community agencies.

- b. Public Education Media – The Fair Housing Consultants will prepare and distribute news releases for print to the media serving the Lakewood community informing residents of the Fair Housing Program's purposes, events, and services; the first such release to be distributed within ninety (90) days of contract extension, and on a continues basis for each quarter of the Contract and as needed.

The Fair Housing Consultants shall prepare and distribute public service announcements to local rental publications, the Official California Apartment Journal, and the Lakewood Living Newspaper serving the Lakewood community and informing residents of the Fair Housing Program's purposes, events and services

- c. Public Education Speaking – The Fair Housing Consultants will initiate and/or respond to requests for not less than four (4) speaking engagements for Lakewood audiences desirous of learning about the Fair Housing Program's services including but not limited to attending Lakewood's Safety Expo.
- d. Workshops – The Fair Housing Consultants will initiate not less than two (2) education workshops in the CITY. The CITY, its representative and the community will be informed and invited to participate. The housing workshops will also educate property owners and managers on how to comply with the requirements of the basics of rental property management including good management practices to prevent discrimination, tenant selection and screening, coordination with the City's Code Enforcement Program, distribution of landlord's rights and responsibilities and the tenant's rights handbook.
- e. Poster Contest – The Fair Housing Consultants will continue to host the annual poster contest as part of Fair Housing Month in April. Schools in the CITY will be invited to participate with the first, second, and third place contestants being recognized by proclamation at Lakewood Celebrates for Lakewood's Fair Housing Month.
- f. Open House – The Fair Housing Consultants will continue to host the annual Open House during Fair Housing month in April.
- g. Client Services Referral – The Fair Housing Consultants will provide referrals to residents where said assistance can better be provided by another agency or agencies with or without further involvement of the program staff, and promptly refer client to such agency or agencies or to lawyer referral services. To ensure accurate and current services, the Fair Housing Consultants will maintain a resource file/library of pertinent fair housing literature including reports, books, articles, fair housing directory listings and housing related agency listings.
- h. Client Services Complaint Processing – The Fair Housing Consultants will maintain a CITY telephone extension and email address for the assistance of any resident of the CITY desiring to file with the program a bona fide compliant based upon specific allegations of housing discrimination.

- i. Client Complaint Services – The Fair Housing Consultants will intake document, investigate and review allegations of discriminatory housing practices as mandated by HUD's Enforcement Division which includes intake of complaints, investigation for gathering of evidence and facts to support allegations of housing discrimination, testing to support complaints and referral to HUD or private attorney for investigation conciliation or litigation. The Fair Housing Consultants coordinates with the Fair Housing Alliance, Fair Housing Foundation, and Fair Housing of Orange County for testing services. The Fair Housing Consultants agree to provide to the CITY the results of such tests and any recommendation for corrective action deemed necessary by the Fair Housing Consultants.
- j. Client Service Follow-Up – The Fair Housing Consultants will maintain the capability to determine the outcome of all client contact deemed to require such extended program staff monitoring.
- k. Other Housing Counseling and Assistance – The Fair Housing Consultants will provide:
 - 1. Provisions for information on tenant landlord rights.
 - 2. Referral assistance to low- and moderate-income housing consumers, especially those who are handicapped, members of minority groups, elderly, and those who are or have been unable to find suitable, safe, decent, and sanitary dwelling units. Unless the client specifies otherwise, efforts will be made to make placements outside of areas that have high concentrations of low income and/or minority residents.
- l. Monthly Reporting – The Fair Housing Consultants shall prepare monthly reports, which provide a detailed summary of discrimination complaints, counseling activities and other activities of the Fair Housing Consultants as they relate to the CITY and a cumulative activity year-end report.
- m. Billing Procedure – The Fair Housing Consultants will bill the CITY in twelve (12) monthly installments. The Fair Housing Consultants will submit monthly invoices for such payments. No expenditures or payments will exceed the aggregate sum of \$38,695. Each month prior to receiving the monthly billing request, the Fair Housing Consultants will submit the Monthly Reports as detailed above and no further advance shall be made until such report is received and accepted by the CITY.

COUNCIL AGENDA

June 11, 2019

TO: Honorable Mayor and City Council

SUBJECT: Reimbursement Agreements with Long Beach Transit Fixed Route Subsidy and Dial-A-Lift Services

INTRODUCTION

Long Beach Transit has submitted a request for renewal of the City of Lakewood's ("City") Fixed Route and Dial-A-Lift reimbursement agreements. The current reimbursement agreements expire on June 30, 2019. 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 2013-2014:

PROGRAM	FISCAL YEAR						
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019*	2019-2020**
FIXED ROUTE TRIPS	1,047,938	1,214,132	1,181,674	1,143,916	1,142,243	1,179,906	1,155,943
DIAL-A-LIFT TRIPS	3,780	4,150	4,063	2,950	2,772	2,420	2,950

*Projection **Estimate

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 2019-2020 is not to exceed \$132,104.

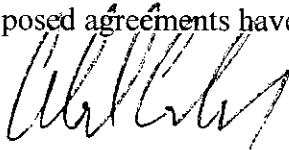
Reimbursement for Dial-A-Lift Services. The compensation for Dial-A-Lift services is based upon the rate of \$38.90 per passenger boarding for Fiscal Year 2019-2020. The total compensation for Dial-A-Lift services for Fiscal Year 2019-2020 is not to exceed \$114,755.

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 2019-2020. These projects have been included as a part of the budget.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign the reimbursement agreements with Long Beach Transit, for both Fixed Route bus services and Dial-A-Lift services. The proposed agreements have been reviewed and approved by the City Attorney as to form.



Abel Avalos
Director of Community Development



Thaddeus McCormack
City Manager

May 30, 2019

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 2019–2020, commencing July 1, 2019 and terminating June 30, 2020. By resolution of the Lakewood City Council and acceptance by LBT of the same, this Agreement may be extended. 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 \$132,104 for fiscal year 2019–2020. For fiscal year 2019–2020, City shall make one payment to LBT within 30 days from receipt of invoice. If this Agreement is terminated prior to June 30, 2020, 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

Thaddeus McCormack
City Manager

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 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 the "Company", this 11th day of June, 2019.

WITNESSETH:

WHEREAS, the Company currently serves transportationally disabled residents of the cities of Long Beach, Lakewood, and Signal Hill, with demand-response transit service, commonly referred to as Long Beach Transit Dial-A-Lift; and

WHEREAS, the Company contracts with Global Paratransit, Inc., a California corporation ("Contractor"), to provide the Dial-A-Lift service pursuant to that certain Company agreement #15-011 for Dial-A-Lift Paratransit Services ("Service Agreement"); and

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

WHEREAS, Company is willing to continue to provide Dial-A-Lift services to transportationally disabled 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 fiscal year 2019-2020, commencing July 1, 2019, and terminating June 30, 2020. By resolution of the City Council and its written acceptance by the Company, 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 Company.

2. Compensation. City agrees to compensate the Company for services rendered pursuant to this Agreement. Compensation shall be payable in four (4) installments. The rate of compensation for fiscal year 2019-2020 shall be \$38.90 per passenger boarding. Total compensation, however, shall not exceed a contract maximum of One Hundred Fourteen Thousand, Seven Hundred Fifty-Five Dollars (\$114,755) for Fiscal Year 2019-2020 without approval of the City. This means the Company shall be authorized to provide on fiscal year 2019-2020 2,950 Dial-A-Lift rides at the rate of \$38.90 per passenger. If the contract ceiling is reached, the City shall have the option of authorizing additional service at the above established rate per passenger, or of discontinuing the service provided by the Company. All invoices shall include ridership and cost data for the installment period. Installment periods shall be July 2019 through September 2019, October 2019 through December 2019, January 2020 through March

2020, April 2020 through June 2020. Installments shall be payable within thirty (30) days of invoicing by Company. In the event City fails to make payment in a timely fashion, Company shall notify City. If payment is not received within five (5) days of notification, Company shall have right to cease service without notice. In the event this Agreement should be terminated prior to July 1, 2020, said payment shall be prepaid to the date of termination.

3. Dial-A-Lift Services. In consideration of the foregoing, Company 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 the Company and any regulatory agency under which the Company may exercise a certificate of Public Convenience and Necessity of franchise or permit. Company 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 Company 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. The Company 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 transportationally disabled, as defined by the current Company eligibility requirements.

5. Responsibility for Service. It is understood that this Agreement is for the sole purpose of reimbursing Company for Dial-A-Lift services rendered to transportationally disabled residents of Lakewood pursuant to the Service Agreement between Company 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 Company, 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 Company 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 Company 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 Company and City as additional insureds. A summary of such provisions is attached hereto as Exhibit "A" ("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 Company 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 Company.

7. Independent Contractor. It is distinctly understood that in the performance of this Agreement, Company 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.

Company 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. Company 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

Company: President and CEO
Long Beach Transit,
a Non-Profit Corporation
1963 E. Anaheim St.
Long Beach, CA 90813

Contractor: Global Paratransit, Inc.
400 West Compton Blvd.
Gardena, CA 90248

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

LONG BEACH TRANSIT,
a Non-Profit Corporation

CITY OF LAKEWOOD

By: _____
Kenneth A. McDonald
President and CEO

By: _____
Todd Rogers
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM

Attest: _____
City Clerk

Vincent C. Ewing
General Council

APPROVED AS TO FORM

Date: _____

City Attorney

Date: _____

LONG BEACH PUBLIC TRANSPORTATION COMPANY



EXHIBIT "A"

Purchase Order Attachment LBT-10-01D

INSURANCE REQUIREMENTS

DIAL-A-LIFT PARATRANSIT SERVICES

LONG BEACH PUBLIC TRANSPORTATION COMPANY



Purchase Order Attachment LBT-10-01D

Summary of Indemnity and Insurance Requirements for Dial a Lift Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, arising out of or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, or employees.

Insurance shall name Long Beach Transit, the Cities of Long Beach, Lakewood, Signal Hill, and their Board of Directors, officers, employees, assigns, agents, and successors in interest (collectively LBT) as additional insureds with respect to liability arising out of any claims related to this project including activities performed by the Contractor or on behalf of Long Beach Transit. This insurance shall be primary insurance with respect to the additional insureds, and any self-insurance maintained by LBT and the additional insureds shall be excess of the Contractor's insurance and shall not contribute with it. All required insurance shall contain a separation of insureds provision to apply to each insured separately and shall not contain a cross liability exclusion. All insurance shall contain provisions for or be endorsed to waive the insurer's rights of subrogation against Long Beach Transit, The Cities of Long Beach, Lakewood, Signal Hill and their Board of Directors, officers, employees, assigns, agents, and successors in interest.

MINIMUM LIMITS OF INSURANCE: Contractor shall maintain limits no less than:

1. General Liability: Contractor shall provide Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) general aggregate, or the coverage and minimum limits as required by the California Public Utilities Commission (PUC), whichever is greater.
2. Automobile Liability: Contractor shall provide Automobile Liability insurance in an amount not less than Three Million Dollars (\$3,000,000) per occurrence with Symbol 1 Any Auto Coverage, or the coverage and minimum limits as required by the California Public Utilities Code (PUC), whichever is greater.
3. Physical Damage: Contractor shall provide direct damage insurance in an amount equal to the value of the leased equipment, and shall provide reimbursement to Long Beach Transit for physical damage or destruction of vehicles upon demand.
4. Workers' Compensation: Contractor shall provide Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Employer's Liability: \$1,000,000 per accident for bodily injury or disease and shall be endorsed to contain a waiver of subrogation against LBT.

5. Other Insurance: Contractor shall provide any other insurance that may be required by statute and federal regulatory authorities. The minimum limits contained herein may not be adequate to fully protect the interests and obligations of the Contractor. Contractor and its advisors assume full responsibility for determining and providing such protection in addition to the minimum coverages and limits contained herein. The full limits and coverages of all policies of Contractor shall be available to LBT and shall not be reduced or diminished in any way due to the minimum requirements contained herein.
6. Subcontractors: Subcontractors shall be held to the same insurance requirements as Contractor.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by LBT. At the option of LBT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LBT, its officers, officials, employees and agents; or the Contractor shall procure acceptable alternative risk financing to assure payment of such deductibles or self-insured retentions.

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LBT, its officers, officials, employees or volunteers.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LBT.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII., and shall be "California-admitted carriers," unless otherwise acceptable to LBT.

VERIFICATION OF INSURANCE

Contractor shall furnish LBT with original endorsements effecting coverage required by this Summary. All endorsements are to be received and approved by LBT before work commences. Certificates of Insurance are requested for information only, and shall not be accepted as substitutes for endorsements required herein, except for professional/errors and omissions liability insurance. Certificates shall include an attached true copy of the Declarations (or endorsements) page showing a listing of all endorsements for each policy referenced on the Certificate. LBT reserves the right to request and receive a full certified copy of each policy including all endorsements.

Failure by LBT to enforce any of the Contractor's obligations shall not constitute a waiver of LBT's right to enforce them at a later time. If any portion of these requirements shall be found to be unenforceable, it shall be severed and the remaining portions shall continue to apply.

OTHER REQUIREMENTS

Contractor is notified that any and all modifications or waivers to these insurance requirements may be submitted to Long Beach Transit for review; however, it is understood that the Agreement shall contain the requirements above and modifications and/or waivers shall be made only upon the written approval of Long Beach Transit.

The procuring of said insurance shall in no way act or be construed as a limitation on Contractor's liability or as full performance on Contractor's part of the indemnification and hold harmless provisions of this agreement; and Contractor understands and agrees that, notwithstanding any insurance, Contractor's obligation to defend, indemnify and hold harmless Long Beach Transit, the Cities of Long Beach, Lakewood, and/or Signal Hill and any and all of the above agencies Board of Directors, officers, employees, assigns, agents, and successors in interest harmless hereunder is for the full and total amount of any damage, injuries, loss, expense, costs or liabilities arising out of or in any manner connected with or attributed to the alleged or actual acts or omissions of the Contractor, its officers, agents or employees, in Contractor's performance of this Agreement during the course of this project and after the expiration of the Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Long Beach Transit, the Cities of Long Beach, Lakewood and/or Signal Hill, and any and all of the above agencies' Board of Directors, officers, employees, assigns, agents, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney fees, and cost of litigation damages, or liability of any nature whatsoever, except for the sole or willful liability of the indemnified parties, for death or injury to any person, including, but not limited to Contractor's employees and agents, or damage or destruction of property of either party hereto or of third parties, arising out of or in any manner by reason of or in connection with the performance of this agreement on the part of Contractor or subcontractor of any tier. Contractor may be required to provide an additional indemnification agreement between individuals cities served by Dial-A-Lift.

EXTENSION OF AGREEMENT
FOR PROVISION OF CITY ATTORNEY SERVICES

This Extension of Agreement (this "Extension") is made and entered into as of July 1, 2019, by and between the City of Lakewood, a California general law city ("City") and Jones & Mayer, a professional law corporation ("Contractor"). The parties hereby agree as follows:

That certain "Agreement for Provision of City Attorney Services" made and entered into by the parties hereto as of July 1, 2015, which Agreement has a four-year term, is hereby extended through June 30, 2020, with all other terms and conditions to remain unchanged.

Intending to be legally bound, the parties' authorized representatives have executed this Extension in the spaces provided below, as of the date first written, above.

City of Lakewood

Todd Rogers, Mayor

Attest:

City Clerk

Jones & Mayer

(by) Richard D. Jones

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TO: Honorable Mayor and Members of the Council

SUBJECT: Community Development Block Grant Action Plan Fiscal Year 2019-2020

INTRODUCTION

The U.S. Department of Housing and Urban Development (“HUD”) oversees the Community Development Block Grant program (“CDBG”) for entitlement cities, such as the City of Lakewood (“City”). As part of CDBG guidelines, HUD requires the submission of a Five-Year Consolidated Plan that assesses a City’s housing and community development needs. The City’s current Five-Year Consolidated Plan was adopted in 2015 for Fiscal Years 2015-2019.

In addition to the Five-Year Consolidated Plan, HUD requires the preparation of an Annual Action Plan (“Action Plan”) that identifies the priority needs, local objectives and activities for the upcoming year. The Action Plan also details the CDBG funding allocation and the anticipated program income to be received during the program year.

STATEMENT OF FACTS

The City will receive a CDBG allocation of \$510,688 for FY 2019-2020. In addition, the City anticipates receiving approximately \$30,000 in program income, from the repayment of housing rehabilitation loans, bringing the total amount of available funding in FY 2019-2020 to \$540,688.

The Housing and Community Development Act of 1974 (“HCD Act”) requires that not less than 70% of the CDBG funds be used for activities that either: 1) benefit low to moderate income individuals; 2) support activities to eliminate slum and blight; or 3) are designed to meet community development needs having a particular urgency. The primary objectives listed in the Action Plan must be activities that meet at least one of these three criteria.

Based on the objectives of the HCD Act, the City’s short-term goals under the Action Plan are:

- A. Conduct a program of community conservation in conjunction with rehabilitation to eliminate deterioration and potential blight;
- B. Conduct a program to increase public awareness for Federal Laws relating to fair housing and equal opportunity;
- C. Maintain those programs that provide for the services and therapy needs of the low-and moderate income persons, seniors, youth, and disabled residents;
- D. Provide improvements to public facilities and streets in neighborhoods that contain a predominance of low and moderate income persons; and
- E. Expand economic opportunities.

Proposed Projects

The proposed projects within Lakewood’s Action Plan for FY 2019-2020 are listed in the table below, with the proposed respective portion of the budgeted \$540,688 CDBG entitlement:

<u>PROJECTS</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
Code Enforcement	\$38,000	7.03
Fair Housing	\$38,695	7.16
Weingart Senior Center Improvements	\$232,946	43.08
Community Family Guidance	\$9,000	1.66
Meals on Wheels	\$10,500	1.95
Pathways Volunteer Hospice	\$9,000	1.66
Human Services Association	\$9,000	1.66
Rehabilitation Delivery Costs	\$85,410	15.80
<u>Planning and Administration</u>	<u>\$108,137</u>	<u>20.00</u>
TOTAL	\$540,688	100%

Public Notice

CDBG guidelines require at least one public hearing to obtain citizen input prior to the adoption of the Action Plan. The City’s process for obtaining citizen input includes two noticed public hearings. Pursuant to the City’s Citizen Participation Plan (“Participation Plan”), which has been previously approved by HUD, a notice of the public hearing and commencement of a 30-day comment period to obtain citizen input on the Action Plan was published in the Press Telegram, and posted at the City Clerk’s office, Bloomfield Park and Mayfair Park on April 18, 2019.

The notice advertised that the FY 2019-2020 Action Plan would be considered by the Planning and Environment Commission (“PEC”) during their May 2, 2019 meeting and at the City Council meeting on June 11, 2019. At the May 2nd meeting, the PEC voted to recommend City Council approval of the Action Plan.

In addition to the public notices, a copy of the Action Plan has been made available for public review on Thursday, May 2, 2019 through Tuesday June 11, 2019 in the City Clerk’s office, the Community Development Department and at the Angelo M. Iacoboni Library. All comments received will be reviewed and considered at the public hearing by the City Council on June 11, 2019.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing to receive comments on the proposed Action Plan and following the public hearing, approve the FY 2019-2020 Action Plan, and authorize the City Manager to direct staff to submit to HUD the approved Action Plan along with the required CDBG certifications, no later than June 14, 2019.



Abel Avalos
Director of Community Development



Thaddeus McCormack
City Manager

CDBG ANNUAL ACTION PLAN

FY 2019-2020

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CDBG Grantee Number: B-19-MC-06-0521

DUNS Number: 076943638

Prepared By:
City of Lakewood
Community Development Department
5050 Clark Avenue
Lakewood, CA 90712

June 14, 2019

City Lakewood

FY 2019-2020 Action Plan

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HUD-424-M Funding Matrix

The applicant must provide the funding matrix shown below, listing each program or program component for which HUD funding is being requested and submit this information with the application for federal financial assistance.

Grant Program*	HUD Share	Matching Funds	Carry-over CDBG Funds	Other Federal Share	State Share	Local/Tribal Share	Other Funds	Program Income	Total
CDBG	\$510,688							\$30,000	\$540,688
Grand Totals	\$510,688							\$30,000	\$540,688

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Fiscal Year (FY) 2019-2020 Action Plan for the City of Lakewood (“City”) satisfies the statutory Department of Housing and Urban Development (HUD) requirements for the Community Development Block Grant (CDBG) Program. The Action Plan is prepared as an annual implementing tool for the 2015-2019 Consolidated Plan to establish current year priorities, resources and strategies.

The City is an entitlement community for the CDBG Program. The CDBG Program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. Pursuant to the Act, the primary objective of the CDBG Program is to develop viable urban communities by providing decent housing, promoting a suitable living environment, and expanding economic opportunities, primarily for low and moderate income persons. To achieve these goals, CDBG activities must meet at least one of the three national objectives:

- Benefit low to moderate income persons.
- Aid in the prevention of slum and blight.
- Meet other community development needs having a particular urgency.

CDBG activities implemented by the City are used to pursue the above-listed statutory goals for CDBG as detailed by the Community Development and Housing programs listed in the City’s FY 2015-2019 Consolidated Plan. These activities are designed to improve Lakewood’s neighborhoods and increase its capacity to address the needs of low and moderate income households, including special needs groups, seniors, and persons with disabilities.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Lakewood has prepared a strategy for addressing the housing and community development needs described in the Consolidated Plan during the fiscal years 2015-2019.

During FY 2019-2020, the City of Lakewood will assist the homeless through a contract with the Los Angeles County Sheriff Department and partnerships with People Assisting the Homeless (PATH), Los Angeles Homeless Services Authority (LAHSA), Housing Authority of the County of Los Angeles (HACOLA), Su Casa, and Gateway Cities Council of Governments (COG). Lakewood will also assist homeless persons at the Burns Community Center by providing referrals to services, bus vouchers, and use of the phone.

Other objectives include using CDBG funds to help support various public service organizations, such as Human Services Association which provides congregate and home delivered meals to Lakewood’s elderly residents; Meals on Wheels which provides home delivered meals to Lakewood’s elderly residents;

Community Family Guidance, an organization that provides counseling to emotionally disturbed children; and to Pathways Volunteer Hospice, an organization that provides care to terminally ill patients. Lakewood also contracts with a Fair Housing consultant to assist Lakewood's residents in housing discrimination, complaints, and education.

The City is in the beginning stages of preparing plans for the renovation of the Weingart Senior Center. The improvements include removing the existing barriers to the disabled, replacing the flooring, converting excess assembly space to offices for social service delivery, enclosing the billiards room, and remodeling the lobby.

Lakewood will continue its efforts to eliminate slum and blight throughout the City through the use code enforcement. Other means to eliminate slum and blight include providing loans and grants to low income residents to rehabilitate their homes.

See Table 9 under AP 38 Projects Summary.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Lakewood, in partnership with non-profit organizations continues to monitor and evaluate the performance of the City's CDBG Programs to ensure regulatory compliance. The following list identifies some of the accomplishments realized during FY 2010-2014 (five year period covered by the previous Consolidated Plan) and FY 15-18:

- During the Fiscal Year 2010-2014 Five-Year Consolidated Plan a total of 25 Single-Family Rehabilitation Loans and 36 Fix-Up, Paint-Up Grants were processed to assist Lakewood's low to moderate income residents improve their homes.
- During Fiscal Year 2010-2014 over 500 residents received meals through Meals on Wheels.
- During Fiscal Year 2010-2014 Bloomfield Park received necessary upgrades to provide a safe and modernized Americans with Disabilities Act (ADA) compliant park. Upgrades included the replacement of the tot lot playground, play equipment, protective surface and fencing, group picnic shelter, new landscaping and irrigation modifications, and a basketball court. New site amenities included benches, trash receptacles, drinking fountains, shade structures, and ADA-compliant walkways.
- The Burns Community Center improvements were completed during FY 2018-2019. The Burns Community Center received necessary upgrades to provide a safe and modernized ADA compliant building. The improvements included the replacement of a non ADA compliant elevator with a compliant elevator, replacement of damaged brick pavers, expansion of the assembly room, expansion of the kitchen utilized by Meals on Wheels, upgrade restrooms to be ADA compliant, add exterior door at exterior stairwell, install an automatic sliding door at entrance, modify window system on second floor, remove built up grade against building, construct a retaining wall, and remove existing siding on building.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City has developed a detailed Citizen Participation Plan, which encourages the participation of all citizens and emphasizes the involvement of low to moderate income persons, particularly where housing and community development funds are spent. The citizen participation process includes a public review period of a minimum of 30 days to obtain citizen input on the projects or strategy proposed. The Citizen Participation Plan is available for public inspection through the City's Community Development Department, the City Clerk's Office, and the Angelo M. Iacoboni Library.

In accordance with the Lakewood Citizen Participation Plan, the following hearings were conducted for the development of the Action Plan:

- Public Hearing #1 (Planning and Environment Commission): May 2, 2019
- Public Hearing #2 (Lakewood City Council): June 11, 2019
- 30-Day Public Review Period: May 2, 2019 – June 11, 2019

On April 18, 2019, a notice was published in the [Press Telegram](#) announcing the public hearing before the Planning and Environment Commission on May 2, 2019 and announced a 30-day public comment period that concluded on June 11, 2019 at the Lakewood City Council meeting. The Draft Action Plan was available for public review at the following locations:

- Lakewood City Hall, Community Development Department, 5050 Clark Avenue, Lakewood, CA 90712
- Lakewood City Hall, City Clerk's Office, 5050 Clark Avenue, Lakewood, CA 90712
- Angelo M. Iacoboni Library, 4990 N. Clark Avenue, Lakewood, CA 90712

The City welcomed any written recommendations, suggestions, or other input. Any opinions or comments related to the Action Plan were to be addressed to the following person:

Abel Avalos, Director of Community Development City of Lakewood 5050 North Clark Avenue Lakewood, CA 90712 (562) 866-9771 extension 2301.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City of Lakewood did not receive any public comments related to the Annual Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Lakewood did not received any public comments related to the Annual Action Plan and therefore did not reject any comments.

7. Summary

The City of Lakewood FY 2019-2020 Action Plan was considered by the Planning and Environment Commission on May 2, 2019 and by the Lakewood City Council on June 11, 2019. In accordance with the City of Lakewood Citizen Participation plan, notice of the public hearings was published in the Press Telegram on March 18, 2019, posted in three locations throughout the City, and draft copies of the FY 2019-2020 Action Plan were available for public review between May 2, 2019 and June 11, 2019.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Lakewood	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Carolyn Lehouillier
Housing Specialist
5050 Clark Avenue
Lakewood, CA 90712
(562) 866-9771, ext. 2320

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Consolidated Plan was prepared by the City of Lakewood Community Development Department. In preparing the Plan, input was sought from a variety of public agencies and non-profit and for-profit housing groups to determine the housing needs for the community. The Department facilitated consultation with, and participation of, public and private social and homeless services agencies as well as citizens concerned with these services.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City is located within Service Planning Area (SPA) 7, a division within Los Angeles County designated by LAHSA to target the specific needs of the homeless in the community. City staff attends regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. The City along with LAHSA conducts an annual homeless count; this year, FY 2019-2020, approximately 120 persons experiencing homelessness were counted within the City of Lakewood. The official numbers have not yet been released by LAHSA.

Services are provided to people experiencing homelessness in Lakewood by PATH. Services begin with outreach and continue up to one year after a person is permanently housed. An outreach worker (Lakewood Sheriff) and case manager provide services in Lakewood. Activities in the outreach phase are focused on decreasing the barriers to housing and include:

- Providing **Basic Needs** such as: clothing, hygiene products and showers and transportation.
- Assistance **obtaining documents** necessary for housing i.e. social security card, picture identification, DD214, proof of income, disability verification etc.
- **Emergency and temporary housing** via SPA 7 facilities and motel placements.
- **Liaison and referral** to subsidy providers that include: Los Angeles Homeless Services Authority, Veteran’s Administration, Department of Mental Health and non-profit providers like PATH Ventures.
- **Access** to medical and mental health, substance addiction treatment services, and primary care home establishment i.e. Department of Mental Health, Veterans Administration, and federally qualified health centers located in the SPA.
- **Benefit establishment assistance** for General Relief, Social Security programs, Temporary Assistance to Needy Families, and Veteran’s Administration.
- **Referral** to employment and education services i.e. Goodwill Industries and local centers of the Workforce Investment Board.
- **Housing** location and re-location and rapid re-housing assistance.

Once a person is permanently housed, retention services can continue up to year and include:

- **Household** set up assistance

- **Case management**, including prevention assistance to maintain housing
- **Home** visits
- **Linkage** to mainstream support services.

During the program year 2019-2020 the following services are expected to be provided in Lakewood:

- 174 outreach contacts including those assessed at hot spots
- 63 unduplicated individuals and families contacts
- 18 people are expected to receive case management
- 23 people are expected to be linked to mainstream resources including: medical, mental health, employment, veteran’s benefits and income supports
- 2 people are expected to be permanently housed and linked with move in assistance programs

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City coordinates with Su Casa Family Crisis and Support Center, a private non-profit organization in the City which operates a CoC Program. Su Casa provides both short-term emergency housing and transitional housing in two different locations within the City. The City has secured the transitional shelter with affordable housing covenants, which run through December 2025.

Burns Community Center staff will also provide information and referrals to social service agencies, emergency food, assistance for transportation and use of the telephone to approximately 15 homeless individuals and families when specific needs arise as part of the CoC Model.

LAHSA’s 2017 Los Angeles CoC Housing Inventory Count includes a total of 79,563 county wide beds available within emergency shelters, transitional housing, safe havens, rapid re-housing, permanent supportive housing and other forms of permanent housing. SPA 7 has a total of 2,236 beds available.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Emergency Solutions Grants (ESG) are grants offered through HUD. The City does not receive ESG funds for the operation and administration of Homeless Management Information Systems (HMIS)

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Los Angeles Homeless Services Authority
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Lakewood staff attends monthly LAHSA meetings to discuss strategies to assist the homeless population. The anticipated outcomes of the consultation are to devise a strategy to end homelessness.
2	Agency/Group/Organization	Community Family Guidance Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Family Guidance Center was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 90 Lakewood residents will receive services by Community Family Guidance Center.
3	Agency/Group/Organization	Pathways Volunteer Hospice
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Pathways Volunteer Hospice was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 30 Lakewood residents will be served by Pathways Volunteer Hospice.
4	Agency/Group/Organization	Human Services Association
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Human Services Association was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 75 Lakewood residents will be served by Human Services Association
5	Agency/Group/Organization	Lakewood Meals on Wheels
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 110 Lakewood residents will be served by Meals on Wheels.
6	Agency/Group/Organization	People Assisting the Homeless (PATH)
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Lakewood staff regularly attends PATH meetings to discuss strategies to assist the homeless population. The anticipated outcomes of the consultation are to devise a strategy to end homelessness.

Identify any Agency Types not consulted and provide rationale for not consulting

None

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	LAHSA	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan’s goal to provide supportive services for homeless individuals and families.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City of Lakewood uses the local newspaper and three locations throughout the City to advertise public hearings for the Five Year Consolidated Plan, Annual Action Plan and Consolidated Annual Performance Evaluation Report (CAPER). The newspaper the City uses to advertise is the Press-Telegram and the three locations include Mayfair and Bloomfield parks as well as the City Clerk’s office in City Hall. Copies of the documents are available for public review at the Department of Community Development and City Clerk’s office as well as at the Angelo M. Iacoboni Library.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Broad Community	n/a	n/a	n/a	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Lakewood is expected to receive \$510,688 of CDBG funding and approximately \$30,000 in program income during FY 2019-2020.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Admin and Planning Code Enforcement Program Delivery Capital Improvements Public Services	510,688	30,000		540,688	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While the City does not leverage additional funds, the City partners with a private waste disposal company to offer an annual Neighborhood Clean-Up Program that is operated through the City’s Code Enforcement program. The program provides assistance to tenants and property owners in disposing of unsightly and unwanted debris in neighborhoods identified as needing assistance. Each year a total of six clean-up events are scheduled and each event has three 40-yard roll-off bins or more available to the residents in the vicinity of the bin. Neighborhood residents are notified of the event date and community volunteer assistance is provided. The private waste disposal company donates the bins for this yearly event saving the City \$9,111.96 in rental fees.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Lakewood's City facilities that are used to address the needs identified in the plan includes the Weingart Senior Center and Burns Community Center. Both facilities serve Lakewood's senior population. The Weingart Senior Center hosts a wide variety of services for Lakewood's 50 plus population. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. Burns Community Center provides many services, including Meals on Wheels, senior exercise programs, Continuum of Care, and Mothers At Work, a day care operation.

Discussion

See discussion above

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Equal Housing Opportunity	2019	2020	Non-Homeless Special Needs	Citywide	Equal Housing Opportunity	CDBG	Public service activities for Low/Moderate Income Housing Benefit: 250 Households Assisted
2	Housing Preservation and Improvement	2019	2020	Affordable Housing	Citywide	Housing Preservation and Improvement	HSA/CDBG	Homeowner Housing Rehabilitated: 16 Household Housing Units Housing Code Enforcement/Foreclosed Property Care: 250 Household Housing Units
3	Housing Development	2019	2020	Affordable Housing	Citywide	Housing Development	Private	Affordability
4	Improve and Provide Community Facilities	2019	2020	Non-Housing Community Development	Citywide	Improve and Provide Community Facilities	CDBG General Fund	Public Facility or Infrastructure Improvements
5	Provide Assistance to Continuum of Care	2019	2020	Homeless	Citywide	Provide Assistance to Continuum of Care	General Fund/CDBG	Homelessness Prevention: 82 Persons Assisted
6	Housing Assistance	2019	2020	Affordable Housing	Citywide	Housing Assistance	HUD	Affordability
7	Provide Community Services	2019	2020	Non-Housing Community Development	Citywide	Provide Community Services	CDBG	Public service activities for Low/Moderate

								Income Housing Benefit: 334 Households Assisted
8	Economic Development	2019	2020	Affordable Housing Homeless	Citywide	Economic Development	General Fund	Availability/ Accessibility

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Equal Housing Opportunity
	Goal Description	The City will provide funding to the Fair Housing Consultants to administer a fair housing complaint intake, enforcement, education, and outreach program. The intended outcome will be the provision of Decent Housing (DH) Availability/ Accessibility. The quantifiable five-year goal is to assist 1250 households (250 persons annually).
2	Goal Name	Housing Preservation and Improvement
	Goal Description	The City will provide funding to the Single-Family Residential Rehabilitation Loan and Fix-Up, Paint-Up Grant programs to assist Low/Moderate income persons. The intended outcome will be the provision of a Suitable Living Environment (SLE) and Availability/Accessibility. The quantifiable FY goal is to provide 10 Residential Rehabilitation Loans (\$18,000/ea.) and 6 Grants (\$3,000/ea.). The City will provide funds for Lakewood’s Code Enforcement program.
3	Goal Name	Housing Development
	Goal Description	Development of up to 40 new affordable housing on four sites suitable for residential use to expand the supply and choice of units for low income families.
4	Goal Name	Improve and Provide Community Facilities
	Goal Description	The Weingart Senior Center Improvement Project provides for necessary costs associated with complying ADA improvements, enclosing the billiards room, replacing the flooring, converting assembly space to private offices for social services and remodeling the lobby.
5	Goal Name	Provide Assistance to Continuum of Care
	Goal Description	Attend regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. Provide information and referral to social service agencies, emergency food, assistance for transportation and use of the telephone to 15 homeless individuals and families at the Burns Community Center. Conduct outreach, provide case management, link individuals and families to mainstream resources including: medical, mental health, employment, veteran’s benefits and income supports, and ultimately permanently house 6 people and link with move in assistance programs
6	Goal Name	Housing Assistance
	Goal Description	Assistance to low and moderate income households with special needs.

7	Goal Name	Provide Community Services
	Goal Description	The City will provide funding to four subrecipients to provide services to the residents of Lakewood. Services include home delivered and congregate meals for senior citizens, counseling services to emotionally disturbed and abused children, and non-medical hospice services to individuals facing end of life illnesses.
8	Goal Name	Economic Development
	Goal Description	The City will concentrate efforts to develop economic opportunities in the City.

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below are the proposed projects that will take place during the FY 2019-2020. Those projects that will be funded through CDBG include 1) Code Enforcement, 2) Fair Housing Program, 3) Weingart Senior Center Improvements, 4) Community Family Guidance, 5) Meals on Wheels, 6) Pathways Volunteer Hospice, 7) Human Services Association, 8) Rehabilitation Delivery Costs and 9) Program Administration. These projects are CDBG Eligible projects.

Projects

#	Project Name
1	Code Enforcement
2	Fair Housing Program
3	Weingart Senior Center Improvements
4	Community Family Guidance
5	Meals on Wheels
6	Pathways Volunteer Hospice
7	Human Services Association
8	Rehabilitation Delivery Costs
9	Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

According to the five year 2011-2015 American Community Survey, the City has about 37% of its households earning low and moderate incomes. Additionally, according to a 2016 Survey conducted by Southern California Association of Governments (SCAG), approximately 13% of Lakewood’s population consists of persons 65 years and older. Programs such as those offered by Human Services Association which provide congregate meals and delivered meals to low income seniors helps low income seniors stay

in their homes.

Lakewood is also prioritizing completing improvements for the Weingart Senior Center. This center provides service to over 4,000 seniors monthly. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. The biggest obstacle to addressing the underserved needs is lack of funding

AP-38 Project Summary

Project Summary Information

Table 9 - Project Information

1	Project Name	Code Enforcement
	Target Area	Citywide
	Goals Supported	Housing Preservation and Improvement
	Needs Addressed	Housing Preservation and Improvement
	Funding	CDBG and General Fund
	Description	Under this program, the City will continue to enforce existing building codes with Community Conservation Officers working in conjunction with the Crime, Public Nuisance, and Property Abatement Team serving all areas of the City including CDBG-eligible areas.
	Target Date	6/30/20
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 500 households will be served during FY 2019-2020. Of those households approximately 250 household will be low to moderate income households located within CDBG Eligible Areas.
	Location Description	CDBG Eligible Areas- Census Tract 5550.01, Block Groups 1, 2, 3 and 4; Census Tract 5550.02 Block Groups 1 and 2; Census Tract 5551.02 Block Groups 1 and 2; Census Tract 5551.03, Block Group 2; Census Tract 5551.04, Block Group 1; 5700.01, Block Groups 2 and 4; Census Tract 5700.03, Block Group 3 and 4; Census Tract 5708.00, Block Group 1; Census Tract 5714.00, Block Group 3; Census Tract 5715.03, Block Group 1.
Planned Activities	Enforce building and zoning codes	
2	Project Name	Fair Housing Program
	Target Area	Citywide
	Goals Supported	Equal Housing Opportunity
	Needs Addressed	Equal Housing Opportunity
	Funding	CDBG
	Description	Provide funds for a fair housing counseling program and landlord tenant services for residents and property owners. The Fair Housing Consultant will function as a central source for fair housing information and education; investigate and conciliate housing discrimination complaints; make referrals to appropriate sources for the formal resolution of complaints when information conciliation efforts fail; distribute information on landlord tenant rights and assist low and moderate income families in maintaining suitable housing.
	Target Date	6/30/20

	Estimate the number and type of families that will benefit from the proposed activities	The City will actively implement the Fair Housing Programs, including conducting education, counseling, and special projects. A total of 250 low to moderate income households shall be assisted annually.
	Location Description	Citywide
	Planned Activities	Administer a Fair Housing Program
3	Project Name	Weingart Senior Center Improvements
	Target Area	Citywide
	Goals Supported	Improve and Provide Community Facilities
	Needs Addressed	Improve and Provide Community Facilities
	Funding	CDBG and General Fund
	Description	Bring facility into compliance with current ADA standards
	Target Date	6/30/20
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,000 unduplicated low-moderate income seniors households will benefit from the proposed improvements.
	Location Description	5220 Oliva Avenue
	Planned Activities	Conduct improvements to bring facility into ADA compliance
4	Project Name	Community Family Guidance
	Target Area	Citywide
	Goals Supported	Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG
	Description	This program provides counseling services for emotionally disturbed children.
	Target Date	6/30/20
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, an estimated 90 children from low to moderate income households, who are emotionally disturbed will receive counseling annually.
	Location Description	Citywide
	Planned Activities	Counsel emotionally disturbed children
5	Project Name	Meals on Wheels
	Target Area	Citywide
	Goals Supported	Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG
	Description	This program provides in-home meal delivery to low income, senior, and disabled persons.
	Target Date	6/30/20

	Estimate the number and type of families that will benefit from the proposed activities	Under this program, the City will serve an estimated 135 low income and special needs individuals.
	Location Description	Citywide
	Planned Activities	Prepare and deliver meals to senior citizens
6	Project Name	Pathways Volunteer Hospice
	Target Area	Citywide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG
	Description	This program provides in-home non-medical services to terminally ill persons.
	Target Date	6/30/20
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, the City will serve 30 low and moderate income households annually with in-home services for terminally ill persons.
	Location Description	Citywide
	Planned Activities	Provide non-medical services to terminally ill persons
7	Project Name	Human Services Association
	Target Area	Citywide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG
	Description	This activity will support senior citizen congregate meals at the Weingart Senior Center and home delivered meals to Lakewood residents.
	Target Date	6/30/20
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, the City will provide congregate and home delivered meals to 75 seniors annually.
	Location Description	Weingart Senior Center 5220 Oliva Avenue
	Planned Activities	Serve meals to senior citizens
8	Project Name	Rehabilitation Delivery Costs
	Target Area	Citywide
	Goals Supported	Housing Preservation and Improvement
	Needs Addressed	Housing Preservation and Improvement
	Funding	CDBG

	Description	This program provides funds for the payment of reasonable administrative costs and carrying charges such as rehabilitation counseling, work specifications, loan processing, site inspections, reporting, processing loan paybacks and all administrative work related to loan and grant processing.
	Target Date	6/30/20
	Estimate the number and type of families that will benefit from the proposed activities	16 low income families will benefit from the proposed activities
	Location Description	Citywide
	Planned Activities	Process 10 Single-Family Rehabilitation Loans and 6 Fix-Up, Paint-Up Grants and process approximately 11 loan paybacks
9	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG
	Description	This program ensures the effective use of limited CDBG funds, for the community's priorities and federal regulations. Activities include the preparation of the Consolidated Plan, Action Plan, and Annual Performance Report, and continuous outreach to address the changing needs of the community. Staff is trained on CDBG requirements and future program development.
	Target Date	6/30/20
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Effectively manage CDBG funds

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City's housing programs are marketed and available throughout the City which assists in the reduction of concentration of low income persons. The program is not directed to any one geographical area but rather to extremely low to low income (0 to 80% of the County MFI) persons and households. The City wants to promote a balanced and integrated community and is committed to providing assistance throughout the City.

The only exception to this policy is that some activities (Code Enforcement, Public Facilities and Street Improvements) are limited to special CDBG Target Areas, which are known as area benefit activities. An area benefit activity is an activity that meets the identified needs of low income persons residing in an area where at least 51 percent of the residents (or less if the exception criteria are applicable) are low income persons. An area where at least 44.19 percent of the residents are low to moderate income persons is considered an area where the exception criteria are applied. The benefits of the activity are available to everyone in that area despite their income. A map of these Target Areas is included in the Action Plan. The City has traditionally used 80 percent or more of its CDBG resources to benefit these special areas and/or to operate programs available exclusively to low and moderate income people (whereas HUD regulations only require a minimum 70 percent low and moderate benefit for CDBG activities). To continue to achieve this high ratio of low and moderate benefit for its CDBG resources, and because of the compelling need to assist these target areas, the City will continue to target CDBG resources to these special geographic areas. The allocation of funds is evenly distributed to the targeted Census Tracts.

The geographic areas of entitlement include 17 Block Groups within 10 Census Tracts where the majority of land is dedicated to residential uses and are populated with low-income families. There are a total of 5,712 parcels of land within those 17 Block Groups. Of those 5,712 parcels, 4,437 parcels are zoned Single-Family Residential, 1,087 parcels are zoned Multiple-Family Residential, two parcels are located in the Mobile Home Park zone, and the remaining 186 parcels are zoned for open space, agricultural, commercial uses, and manufacturing uses.

Geographic Distribution

Target Area	Percentage of Funds
5550.01	10
5550.02	10
5551.02	10
5551.03	10
5551.04	10
5700.01	10
5700.03	10
5708.00	10
5714.00	10
5715.03	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Lakewood's Housing and Community Development Strategy includes general priorities for allocating funds geographically in the City; the rationale for assigning the priority; the quantifiable objective to meet the priority; the funding sources used to meet the objective; and the activities approved to meet the objectives. To prevent the concentration of low-income persons, the majority of the City's programs are provided throughout the City and marketed to all neighborhood areas. However, based on federal eligibility issues for low-income households, some areas of the City may experience greater CDBG investment than others.

HUD defines a community's priority need levels as follows:

- *High Priority:* Activities to address this need will be funded by the City during the five-year period.
- *Medium Priority:* If funds are available, activities to address this need may be funded during the five-year period. Also, the City may take other actions to help this group locate other sources of funds.
- *Low Priority:* The City will not directly fund activities using funds to address this need during the five-year period, but other agencies' applications for federal assistance might be supported and found to be consistent with this plan.
- *No Such Need:* The City finds there is no need or that this need is already substantially addressed. The City will not support other entities applications for federal assistance for activities where no such need has been identified.

The Lakewood Consolidated Plan Strategy is outlined and presented as follows:

- Affordable Housing, Homeless, and Other Special Needs Strategy
- Non-Housing Community Development Strategy Plan
- Summary of Eligible Housing and Non-Housing Community Development Block Grant

Activities

- Anti-Poverty Strategy
- Reduction of Barriers to Affordable Housing
- Institutional Structure and Intergovernmental Cooperation

Discussion

See above discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Lakewood’s one-year goals for the number of households to be supported are quantified as those homeless assisted by Burns Center staff, LAHSA, the Department of the Los Angeles County Sheriff, and PATH, and the number of affordable housing units that are located in the City. There are three senior developments, a three-unit Neighborhood Stabilization Program (NSP) development and two Redevelopment Agency properties each with one affordable unit for a total of five affordable units. The senior housing developments include Candlewood Apartments, an 81 one-bedroom unit development, Whispering Fountains, a 201 unit development and Seasons Senior Apartments, an 85 unit development. The special needs to be supported are quantified as Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes, and Small Family Homes.

The City amended its zoning ordinance in 2018 to allow the construction of Accessory Dwelling Units (ADU) on Single-Family Residentially (R-1) zoned properties as mandated by the State of California.

During FY 18-19 the City approved the construction of eight ADUs within the City of Lakewood. It is anticipated that during FY 19-20, the City will approve the construction of ten ADUs.

The one-year goals for the number of households supported through Rental Assistance are quantified through Section 8 Rental Assistance which is operated by HACOLA. The number of households supported through the rehabilitation of existing units is derived from the number of loans and grants the City processes each year.

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless	58
Non-Homeless	5
Special-Needs	4
Total	67

Table 12 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	10
Rehab of Existing Units	16
Acquisition of Existing Units	0
Total	26

Discussion

As shown in Table 11, the City proposes to assist 43 homeless persons. This number is derived from the number of homeless persons (43) PATH proposes to assist in Lakewood during FY 19-20 plus the proposed

number of homeless persons (15) to be assisted at Burns Community Center during FY 19-20. The City anticipates approving the construction of ten ADUs which contributes to the City's low-income housing inventory. Lakewood has one Neighborhood Stabilization Property (NSP) and two Redevelopment Agency properties that are developed with a total of five units and are occupied by extremely low to moderate-income families. Table 11 also shows that there are four special-needs households being supported. This number is derived from the number of units Su Casa offers as transitional housing for to up to 16 residents. Su Casa provides transitional housing for up to one year in an apartment complex, which facilitates residents' ability to adapt to independent living and break the cycle of abuse. The City has provided funding for Su Casa operations in the past. The City has secured the transitional shelter with affordable housing covenants, which will run through December 2025.

There are three affordable senior housing developments located in the City offering a combined total of 367 affordable units. The City has secured a covenant on each development to maintain as affordable senior housing.

Although Lakewood does not directly provide affordable housing, the City is in possession of nine vacant properties remaining from the Housing Successor Agency that are reserved to be developed with affordable housing using private funding. The City is currently drafting a Request for Development Proposals for those sites which could yield up to 40 affordable housing units.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Lakewood does not have public housing units located within City limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Actions planned during the next year to address the needs to public housing

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Discussion

See discussion above

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City assists the homeless at the Burns Community Center and partners with PATH, Gateway Cities Council of Governments, HACOLA and LAHSA.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Lakewood contracts with the Los Angeles County Sheriff Department. A sheriff's deputy routinely performs outreach to persons experiencing homeless to connect the homeless to services. Services are provided to people experiencing homelessness in Lakewood by LAHSA and PATH.

Addressing the emergency shelter and transitional housing needs of homeless persons

Su Casa Family Crisis and Support Center is a private non-profit organization that provides both short term emergency housing and transitional housing in two separate locations in the city.

The short-term emergency housing location allows a maximum stay of 30 days providing supportive services to battered women and their children. At this facility, Su Casa has 20 beds and a shelter capacity of 22 to 24 persons. Their support services include food, shower facilities, laundry facilities, mail drop (the site is used as a mailing address), clothing, childcare, transportation, and intensive individual and group counseling for children.

At the second location, Su Casa provides transitional housing for up to one year in an apartment complex, which facilitates residents' ability to adapt to independent living and break the cycle of abuse. The maximum capacity at this facility is 16 persons and the residents are provided counseling, assistance in seeking jobs, schooling, and assistance with the location of permanent housing. Those persons who are employed while residing in the shelter are charged a small percentage of their income, which is saved in an escrow account and used for the costs associated with securing permanent housing.

Admittance to the program is strictly on a referral basis. The City has provided funding for Su Casa operations in the past. Also the City has secured the transitional shelter with affordable housing covenants, which run through December 2025.

In February 2012, the City amended the Zoning Ordinance to permit emergency shelters by right in the M-2 zone. This is to comply with State law (SB2) requiring that a zone be identified to permit emergency shelters by right. This was also identified as a program in the certified Housing Element.

In 2017, LAHSA released the Los Angeles Continuum of Care Housing Inventory Count. The Count shows that there are 6,505 emergency shelters within Los Angeles County offering 9,933 beds. There are 5,147 transitional housing units offering 6,665 transitional housing beds. SPA 7 offers 512 emergency shelters with 959 beds and 443 transitional housing units with 582 beds. The City will continue its work with

community non-profit groups and community based organizations interested in providing transitional housing services to the homeless.

Another form of transitional housing in the City is Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes and Small Family Homes and is described as follows:

- There are a total of 16 Adult Residential Facilities located in the City of Lakewood. The facilities provide 24 hour non-medical care to individuals who may be physically, mentally or developmentally disabled. Each home can house up to six adults aged 18-59.
- There are a total of 10 Residential Care Facilities for the Elderly located in the City of Lakewood. Each of these facilities house up to six persons aged 60 or older. These facilities were accepted as transitional housing by the State Department of Housing and Community Development during the FY 2013-2021 Housing Element update.
- There is one Small Family Home located in the City of Lakewood that provides 24-hour care for families with less than six children who are in need of assistance because of a physical, mental or developmental disability.

In addition to assisting in providing emergency shelter and transitional housing, the City will continue to provide support services such as job training and counseling. The County of Los Angeles also offers an array of work training programs, housing placement assistance, and other support resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City contracts with the Los Angeles County Sheriff Department. A sheriff's deputy takes the lead in providing outreach to over 250 homeless persons annually in the City of Lakewood connecting them to PATH and LAHSA for services. Many homeless persons reject the services offered while many accept the support services provided.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will continue its work with community non-profit groups and community based organizations interested in assisting individuals and families avoid becoming homeless by providing rapid-rehousing, emergency shelter and transitional housing, the City will continue to provide support services such as job training and counseling. The County of Los Angeles also offers an array of work training programs, housing

placement assistance, and other support resources.

Section 8 Housing Choice Voucher Program was voluntarily transferred back to the Housing Authority of the County of Los Angeles (HACoLA) as of July 1, 2011. Residents on the program's waiting list who are seeking Section 8 Housing Assistance are still given priority over non-residents, even though affordable housing within the city limits is difficult to find. New potential participants who are not currently on the waiting list are referred to the HACoLA for further assistance.

The Assistance Directory at the Burns Community Center enables staff to assist the low-income individuals and families, especially extremely low-income individuals and families, who are likely to become homeless or who are receiving assistance from public or private agencies to address housing, health, social services, employment, education or youth needs.

Discussion

See discussion above

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City is committed to addressing the negative effects of public policies over which it has control. In order to promote integration and prevent low income concentrations, the City has designed its affordable housing programs to be available Citywide. This priority also serves to make sure that the City does not have any policies, rules, or regulations that would lead to minority or racial concentrations.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Since 1989, Lakewood has demonstrated a willingness to encourage housing development of all types. It has approved several zone changes to allow the construction of housing including General Commercial (C-4) to Multiple Family Residential (M-F-R) to allow for the building of a 201-unit senior citizen apartment complex in 1989, Light Manufacturing (M-1) to Planned Development Single Family (PDSF), to allow for the building of 184 single family residences in 1994, Open Space (O-S) to MFR, to allow for the building of a 85-unit senior citizen apartment complex in 1996, C-4 to MFR, to allow for the conversion a motel into apartments in 1999, Intermediate Commercial (C-3) to PDSF to all a 20 unit single-family residential project in 2003, C-4 to M-F-R in 2014 allowing an existing apartment complex to expand by adding 22 additional apartments, O-S to M-F-R to allow a three-unit condominium project in 2015, and Code amendments to allow for development of a variety of housing types, including those that benefit low and moderate income people. The City makes an effort to fast track projects and process permits in a timely manner. The City intends to maintain its current posture of openness and willingness to consider new ideas and eliminate any regulatory barriers under its control in the provision of a variety of housing to meet the needs of all income groups.

During 2018, the City amended its zoning ordinance to allow the construction of ADUs in Single-Family Residential (R-1) zoned properties, as mandated by State Law. The California Government Code provides that ADUs facilitate and expedite the construction of affordable housing; they provide housing for family members, students, the elderly, in-home health providers, the disabled, and others at below market prices within existing neighborhoods; they may add income and an increased sense of security to homeowners; they will provide additional rental housing stock; they offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character; and they are an essential component of California's housing supply. The ordinance is consistent with current state law and establishes local control of the regulations related to ADUs.

During the next year, the City will continue to work cooperatively within existing legislatively mandated constraints to develop or encourage public policies that foster affordable housing development and assistance.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The City continues to address obstacles to meeting underserved needs, to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families, to develop institutional structure, enhance coordination between public and private housing and social service agencies. These efforts are discussed in more detail below:

Actions planned to address obstacles to meeting underserved needs

Like most communities, a major obstacle to meeting the needs of the community is funding. Over the years, community partnerships with county, state, and federal agencies have been integral to meeting the needs of the underserved community. During the FY 2015-2016 program year, the City intends to aggressively continue these relationships as well as foster new ones to ensure that the needs of the community are adequately fulfilled.

The City promotes its housing and community service programs in the areas with the highest concentration of low and moderate income households to address the continuing needs of the underserved population. The City will use the Chamber of Commerce, local newspaper, City newsletter, and community events to promote these services. The City will continue to provide the services listed below for low and moderate income Renter Households and Owner-occupied Households.

Actions planned to foster and maintain affordable housing

As articulated in the Consolidated Plan, the City will implement Coordination with Los Angeles County Housing Authority and will collaborate with the Los Angeles County Community Development Department for the following actions to foster and maintain affordable housing:

- Mortgage assistance programs
- Coordination with neighborhood networks to elaborate on the needs of the community
- Code enforcement
- Home Improvement Programs
- Infrastructure improvements
- Provision of Fair Housing Services

Actions planned to reduce lead-based paint hazards

To reduce lead-based paint hazard in Lakewood, the City will continue to disseminate information and monitor the lead-poisoning data provided by the County. In addition, the City's Residential Rehabilitation Program will provide funding to low and moderate-income households in making necessary improvements and correcting code violations. Finally, the City will continue to attend HUD training on

lead based paint reduction requirements and continue to evaluate City programs to address lead hazards.

Actions planned to reduce the number of poverty-level families

A fundamental way to reduce poverty is through job creation and enhancement. There are a number of local, state and Federal programs that focus on job creation and retention. The most notable is the State of California's welfare reform plan, known as CalWORKS. CalWORKS is designed to move welfare recipients from dependency to self-sufficiency through employment and to divert potential recipients from dependency. Job related education and training are provided through the County of Los Angeles, Department of Public Social Services.

The County's Department of Public Social Services also administers various programs that provide cash aid and other benefits and services to individuals and families in need. These programs are designed to alleviate hardship and promote family health, personal responsibility, and economic independence. According to the County, the majority of persons who seek these programs are primarily in need of medical assistance and in-home support services.

Actions planned to develop institutional structure

The institutions involved in carrying out the aforesaid Priority actions include the Lakewood Community Development Department, the Housing Authority of the County of Los Angeles, and private sector owners of rental property. The City, for its part, will promote and encourage fair housing, housing assistance and single-family home rehabilitation through:

- Continued utilization of the services of a Fair Housing Contractor or organization to promote, educate and enforce fair housing in the community.
- Continued use of the Los Angeles County Housing Authority to refer residents who are interested in receiving affordable housing assistance.
- Continued use of CDBG funds to assist low income homeowners in rehabilitating their homes and in eliminating substandard conditions. The City will continue to encourage the Single Family Residential Rehabilitation Loan Program by advertising in local publications to attract qualified applicants.

The programs mentioned herein are not in need of remedial actions. Therefore, no remedial actions are planned at this time.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's housing programs, which will be administered over the next year, are limited by resources to housing rehabilitation and rental assistance (Section 8). These two programs do not require a lot of coordination efforts.

The Single Family Residential Rehabilitation Loan and Fix-Up Paint-Up Grant Program are funded with Housing Successor Agency Loan Payback funds. The Section 8 Existing Housing Program is federally

funded and is administered entirely by Housing Authority of County of Los Angeles. City staff continues to refer residents who are interested in affordable housing to contact HACOLA.

No other special coordination efforts will be required during the next Federal Fiscal Year to administer these programs.

Discussion:

See discussion above

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The sole source of projected program income for the City of Lakewood is rehabilitation loan payback. The City has consistently received approximately \$30,000 per year in loan payback and we anticipate this number to stay consistent.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	N/A
3. The amount of surplus funds from urban renewal settlements	N/A
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	N/A
5. The amount of income from float-funded activities	N/A
Total Program Income:	N/A

Other CDBG Requirements

1. The amount of urgent need activities

While the City does not utilize CDBG funds for urgent needs, it is committed to the activity of emergency preparedness and will spend approximately \$120,000 of General Fund monies during FY 19-20 on the following emergency preparedness programs and functions: participate as a member in Area E of Los Angeles County of Emergency Planning Office, coordinate and integrate City forces into the resources available and on call through the Los Angeles County Sheriff's Department (LASD) emergency operation program, the Los Angeles County Fire Department (LACoFD), American Red Cross (ARC), and other emergency organizations, maintain City staff awareness of emergency responsibilities through training programs, coordinate an ongoing citizen training program, coordinate a public information program, and assess local needs to develop courses of action in cooperation with LASD, LACoFD and ARC.

CERTIFICATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. 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;
2. 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; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

6/11/2019
Date

City Manager
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2019-2020 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

6/11/2019
Date

City Manager
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant [Redacted]

* b. Program/Project [Redacted]

Attach an additional list of Program/Project Congressional Districts if needed.

[Redacted]

17. Proposed Project:

* a. Start Date: [Redacted]

* b. End Date: [Redacted]

18. Estimated Funding (\$):

* a. Federal	[Redacted]
* b. Applicant	[Redacted]
* c. State	[Redacted]
* d. Local	[Redacted]
* e. Other	[Redacted]
* f. Program Income	[Redacted]
* g. TOTAL	\$540,688.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on [Redacted].
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

[Redacted]

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: [Redacted] * First Name: [Redacted]
Middle Name: [Redacted]
* Last Name: [Redacted]
Suffix: [Redacted]

* Title: [Redacted]

* Telephone Number: [Redacted] Fax Number: [Redacted]

* Email: [Redacted]

* Signature of Authorized Representative: [Redacted] * Date Signed: [Redacted]

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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 1683, and 1685-1686), 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 handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Lakewood	DATE SUBMITTED 06/12/2019

HUD Listing of Proposed Projects

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need COMMUNITY FACILITIES AND INFRASTRUCTURE

Project WEINGART SENIOR CENTER IMPROVEMENTS

Activity 1

Description

The improvements include removing the existing barriers to the disabled, replacing the flooring, converting assembly space to private offices for social services, enclosing the billiards room, and remodeling the lobby.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:

10929 South Street #208B, Cerritos, CA 90701

Objective Number 5.3	Project ID 001
HUD Matrix Code 05M	CDBG Citation 570.201 (e)
Type of Recipient Local Government	CDBG National Objective 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$232,946.00
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$232,946.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need HOUSING PRESERVATION AND IMPROVEMENT

Project COMMUNITY CONSERVATION PROGRAM

Activity 2

Description Provide funds for a community conservation program (code enforcement) in eligible low and moderate income deteriorated and/or blighted neighborhoods.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:

CDBG Eligible Areas- Census Tract 5550.01, Block Groups 1, 2, 3 and 4; Census Tract 5550.02 Block Groups 1 and 2; Census Tract 5551.02 Block Groups 1 and 2; Census Tract 5551.03, Block Group 2; Census Tract 5551.04, Block Group 1; 5700.01, Block Groups 2 and 4; Census Tract 5700.03, Block Group 3 and 4; Census Tract 5708.00, Block Group 1; Census Tract 5714.00, Block Group 3; Census Tract 5715.03, Block Group 1.

Objective Number 1.1	Project ID 002
HUD Matrix Code 15	CDBG Citation 570.201 (e)
Type of Recipient Local Government	CDBG National Objective 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units 250 Households
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$38,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$38,000.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need PUBLIC SERVICES

Project FAIR HOUSING PROGRAM

Activity 3

Description Provide funds for a fair housing counseling program and landlord tenant services for residents and property owners. The Fair Housing Consultant will function as a central source for fair housing information and education; investigate and conciliate housing discrimination complaints; make referrals to appropriate sources for the formal resolution of complaints when information conciliation efforts fail; distribute information on landlord tenant rights and assist low and moderate income families in maintaining suitable housing.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:
Community Wide

Objective Number 4.1	Project ID 003
HUD Matrix Code 05J	CDBG Citation 570.201 (e)
Type of Recipient Local Government	CDBG National Objective 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units 250 Households
Local ID	Units Upon Completion

Funding Sources:	
CDBG	\$38,695.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$38,695.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need PUBLIC SERVICES

Project MEALS ON WHEELS

Activity 4

Description Provide funds toward the operation of a public service program, which provides in home meal delivery to low-income, senior and disabled residents. The City will serve an estimated 145 low-income (unduplicated numbers) and special needs persons throughout the fiscal year.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:
Community Wide

Objective Number 6.1	Project ID 004
HUD Matrix Code 05J	CDBG Citation 570.201 (e)
Type of Recipient Local Government	CDBG National Objective 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units 100 Households
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$10,500.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$10,500.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need PUBLIC SERVICES

Project PATHWAYS VOLUNTEER HOSPICE

Activity 5

Description Provide funds for the operation of a public service program, which provides in-home non-medical services to individuals and/or families living with illness or loss. It is expected 30 households will receive services throughout the fiscal year.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:
Community Wide

Objective Number 6.1	Project ID 005
HUD Matrix Code 05M	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units 20
Local ID	Units Upon Completion

Funding Sources:	
CDBG	.....\$9,000.00
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	.....\$9,000.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need PUBLIC SERVICES

Project COMMUNITY FAMILY GUIDANCE

Activity 6

Description Provide funds toward the operation of a public service program, which provides counseling services for emotionally disturbed children. An estimated 90 unduplicated participants will receive services throughout the fiscal year.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:
Community Wide

Objective Number 6.1	Project ID 006
HUD Matrix Code 050	CDBG Citation 570.201(e)
Type of Recipient Non-profit	CDBG National Objective 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$9,000.00
ESG	.....
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$9,000.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need PUBLIC SERVICES

Project HUMAN SERVICES ASSOCIATION (HSA)

Activity 7

Description This activity will support senior citizen congregate meals at two Lakewood locations and home delivered meals to Lakewood residents. In addition, they have a variety of other services seniors can tap in to. These services include integrated Care Management, Caregiver Support, as well as a Registry for Home Based Care. It is expected that approximately 75 unduplicated frail and isolated Lakewood seniors will receive meals.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:
Community Wide

Objective Number 6.1	Project ID 007
HUD Matrix Code 05M	CDBG Citation 570.201(e)
Type of Recipient Subrecipient	CDBG National Objective 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units 75
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$9,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$9,000.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need HOUSING PRESERVATION AND IMPROVEMENT

Project REHABILITATION DELIVERY COSTS

Activity 8

Description Provide funds for the payment of administrative costs for carrying charges such as rehabilitation counseling, work specifications, loan processing, inspections and processing loan paybacks. It is expected that approximately 11 loan paybacks will be processed and 10 loans and up to 6 grants funded will be approved.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:
Community Wide

Objective Number 1	Project ID 008
HUD Matrix Code 14H	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective 570.208(a)(2)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units 16 Housing Units
Local ID	Units Upon Completion

Funding Sources:

CDBG	\$85,410.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$85,410.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name CITY OF LAKEWOOD

Priority Need PLANNING AND ADMINISTRATION

Project PROGRAM ADMINISTRATION

Activity 9

Description This program ensures the effective use of limited CDBG funds, for the community's priorities and federal regulations. Activities include the preparation of the Consolidated Plan, Action Plan, and Annual Performance Report, and continuous outreach to address the changing needs of the community. Staff are trained on CDBG requirements and future program development.

Objective Category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome Category: Availability/Accessibility Affordability Sustainability

Location:
Community Wide

Objective Number 3	Project ID 009
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient Local Government	CDBG National Objective 570.208(a)(1)
Start Date (mm/dd/yyyy) 07/01/2019	Completion Date (mm/dd/yyyy) 06/30/2020
Performance Indicator	Annual Units
Local ID	Units Upon Completion

Funding Sources:

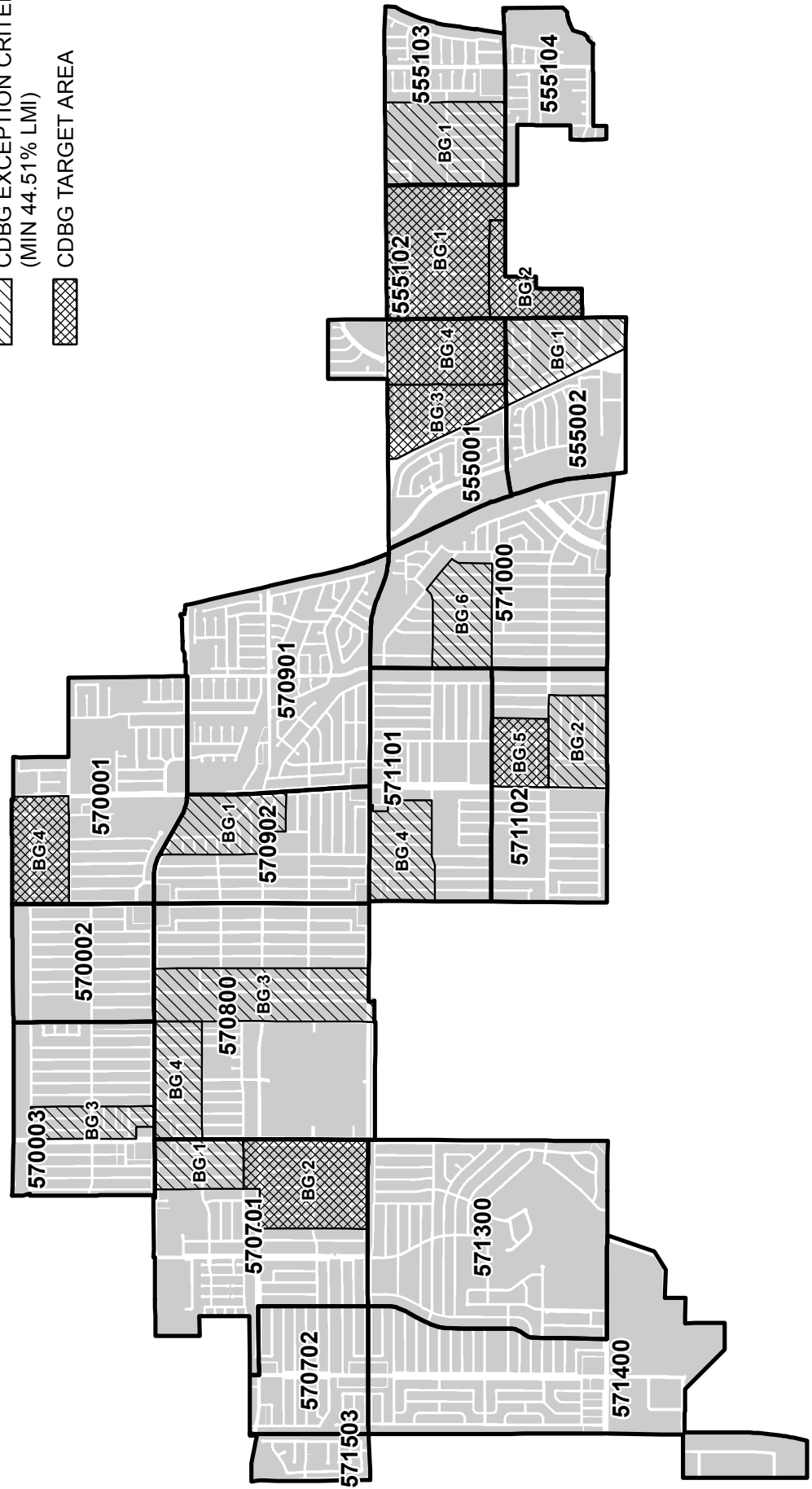
CDBG	\$108,137.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$108,137.00

The primary purpose of the project is to help the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Site Location Maps

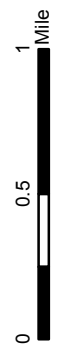
CDBG ELIGIBLE AREAS

-  CDBG EXCEPTION CRITERIA AREA
(MIN 44.51% LMI)
-  CDBG TARGET AREA



ACTION PLAN FY 2018-2019

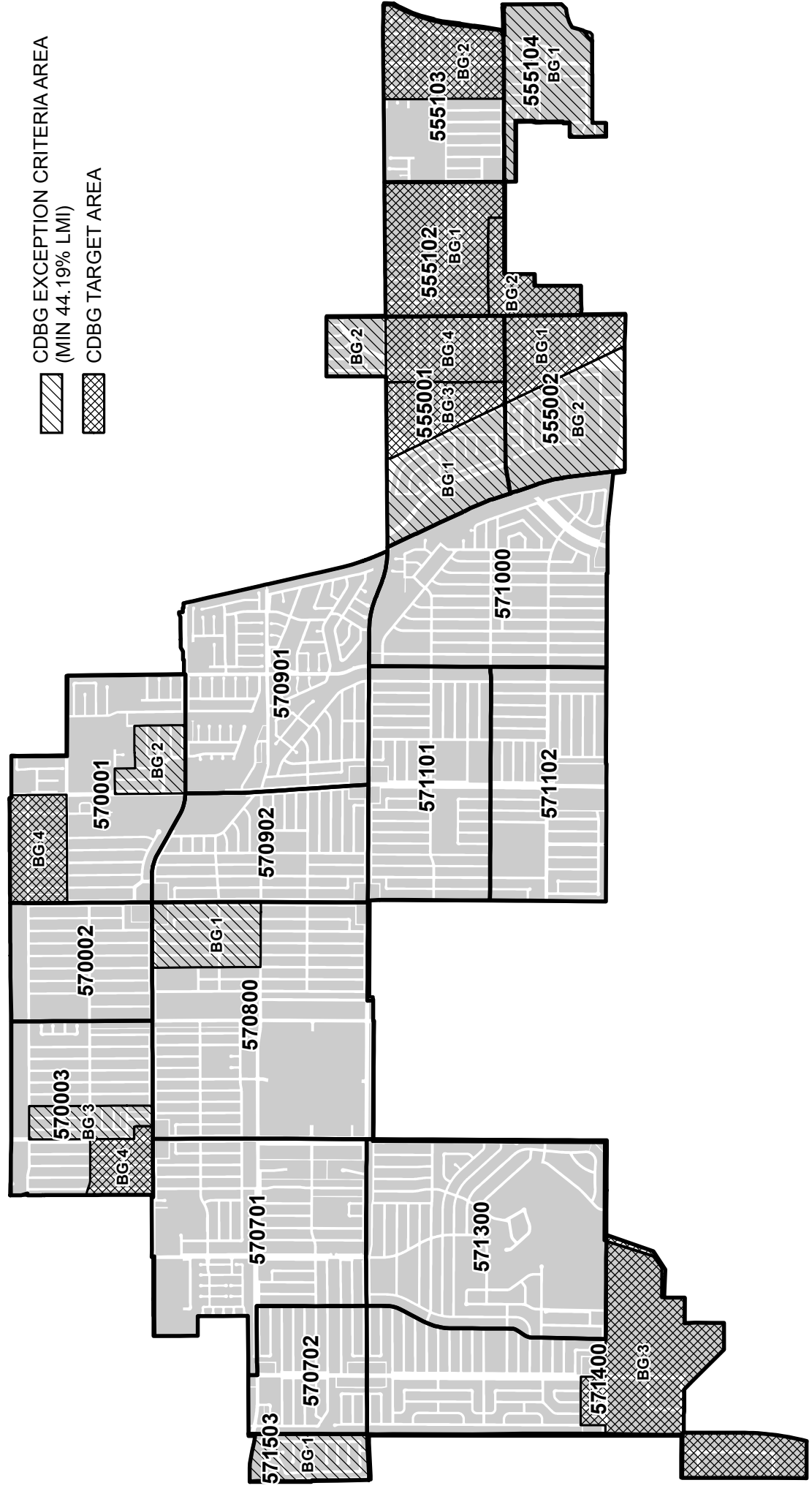
July 1, 2018 - March 31, 2019





April 1, 2019 - June 30, 2019

CDBG ELIGIBLE AREAS



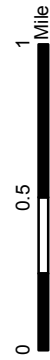
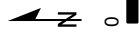
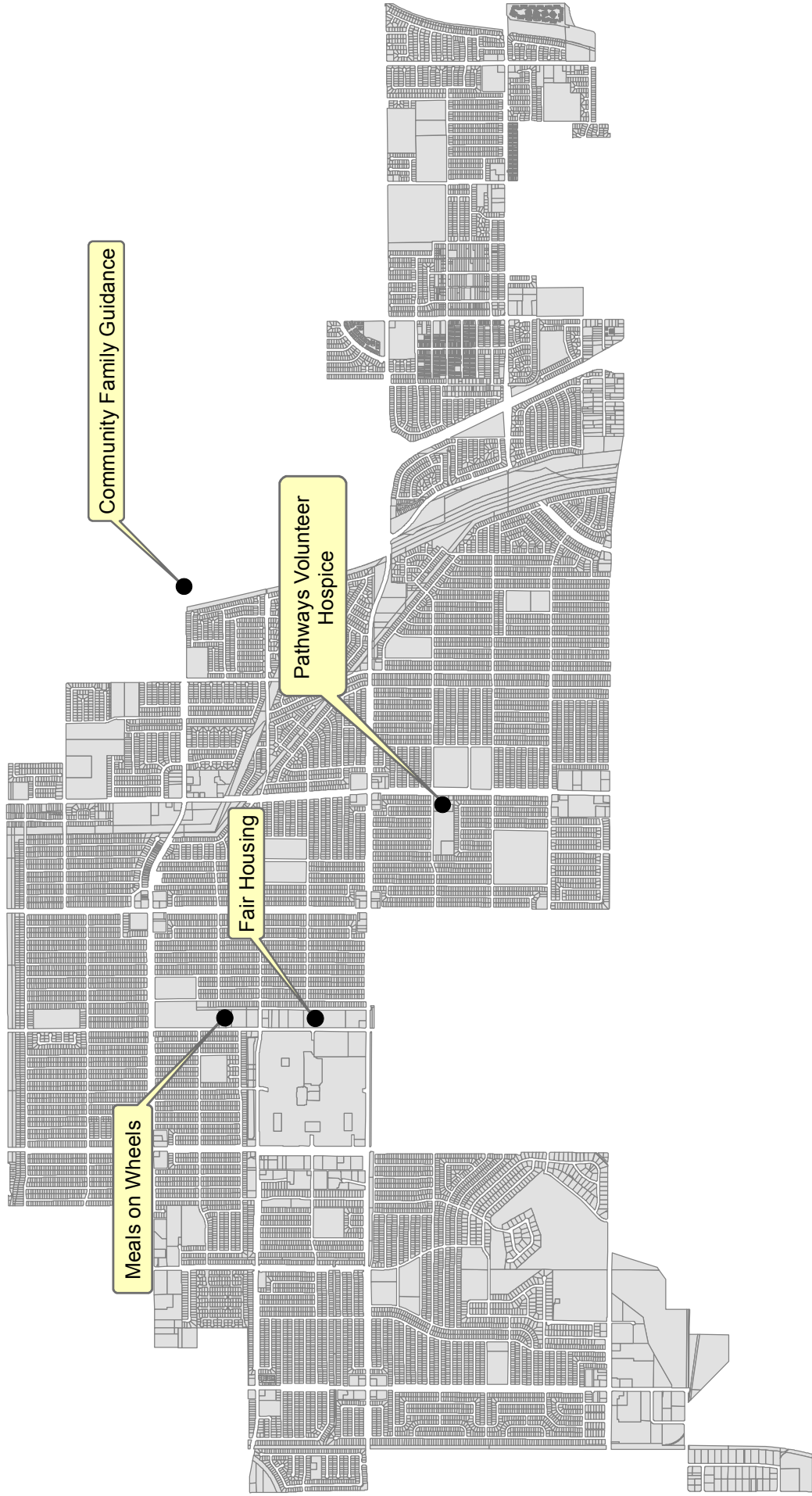
 CDBG EXCEPTION CRITERIA AREA (MIN 44.19% LMI)
 CDBG TARGET AREA

ACTION PLAN FY 2019 - 2020



PUBLIC SERVICE PROGRAMS

Human Services Association
(Bell Gardens, CA)



Citizen Participation Plan

CITY OF LAKEWOOD
CITIZEN PARTICIPATION PLAN
(For all Federally Funded Grant Programs)

A. INTRODUCTION

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, the City adopted this Citizen Participation Plan in July 1978 (revised October 1981, June 1988, June 1995, May 2001, and May 2005.) By doing so, the City acknowledges the integral role of citizen participation in the process of planning and development and the execution of the Community Development Block Grant Program (CDBG) and all other Federally funded grant programs.

The plan outlines basic tenets of the citizen participation process and regulations. The citizen participation regulations remain in effect throughout the implementation of the City's entitlement award from the federal government, or until the funds are completely exhausted.

The Lakewood's Citizen Participation Plan is composed of the following parts:

- A. Lakewood Citizen Participation Plan (Purpose)
- B. Definitions
- C. Role of Citizens
- D. Guidelines for Citizen Participation
 - 1. Consolidated Plan and Action Plan
 - 2. Consolidated Annual Performance and Evaluation Report (CAPER)
 - 3. Public Hearings
 - 4. Information Access
 - 5. Non-English Speaking Residents
 - 6. Persons with Disabilities
 - 7. Program Amendments
 - 8. Technical Assistance
- E. Citizen Service Requests and Grievance Procedure

B. LAKEWOOD CITIZEN PARTICIPATION PLAN

The Citizen Participation Plan is designed to facilitate two-way communication between the City and its residents on matters pertaining to the use of all Federal Grant funding from the US Department of Housing and Urban Development (HUD). Under this plan, citizens are encouraged to participate in application development, program implementation, assessment of performance, submission of views and proposals, consideration of objections to applications,

complaints, technical assistance, public hearings, bilingual dissemination, when appropriate, and program amendments. The Lakewood Citizen Participation Plan:

- Provides greater visibility of the City of Lakewood Community Development Department's improvement programs;
- Encourages citizen involvement in neighborhood improvement activities;
- Ensures equitable representation of all segments of the population; and
- Describes the process to enlist citizen participation in the development of the City's Five-year Consolidated Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report (CAPER), and any Substantial Amendments to the Consolidated Plan or Action Plan.

DEFINITIONS

Five-Year Consolidated Plan: This document is submitted to HUD every five years and serves as the 5-year planning document of the City and application for funding for CDBG, HOME, and other federally funded programs. The Consolidated Plan consists of the following primary components: a needs assessment and an analysis which identifies priorities and a strategy which establishes goals and objectives for addressing priority needs and time frames for achievements.

One-Year Action Plan: This document is submitted to HUD every year and updates the Consolidated Plan and allocates one year's CDBG funding, including any program income generated from CDBG. The Action Plan is developed to identify the actions that will be taken and projects that will be funded to meet the strategy's goals and objectives.

Consolidated Annual Performance and Evaluation Report (CAPER): This document reports on the progress made in carrying out the Consolidated Plan and Action Plan.

Public Hearing: A public hearing is a public meeting that has been publicly noticed in a local newspaper of general circulation, or noticed in a fashion which otherwise follows local procedures for formal noticing of public hearings. Public hearings are required prior to the adoption of the Consolidated Plan, Action Plan, and Substantial Amendments to either plan.

C. ROLE OF CITIZENS

Citizen involvement is vital to assure that neighborhood improvement policies, procedures, programs and activities are well suited to local needs. Individual neighborhoods possess unique qualities that are more fully understood at the community level among those who reside, own property, or work within these areas. This knowledge is invaluable to the successful revitalization of communities.

Residents' concerns and ideas may be articulated to the City's Planning and Environment Commission (PEC). The PEC is an advisory body to the City Council regarding community development improvement issues. The PEC addresses itself to the development, review, and adoption of the following ideas:

- The City's Consolidated Plan and Action Plan (includes all Federal Grant Applications);
- The submission of the City's Performance Report (CAPER);
- Community development strategies, programs, policies, and procedures;
- The Citizen Participation Plan

Regular meetings of the PEC are conducted on a monthly basis, and special meetings may also be held during any month at the order the Commission Chairperson, should the need arise. A current schedule of PEC meetings can be obtained from the City Clerk's office located at City Hall, 5050 North Clark Avenue, Lakewood, California 90712, or by calling (562) 866-9771.

All meetings take place in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California 90712 at 7:00 p.m., unless another location and/or time is publicized in advance. The agenda for each PEC meeting is posted at the Council Chambers at least 72 hours prior to the meeting. Public hearing notices for PEC meetings are posted at the following locations at least 72 hours prior to any hearing:

Lakewood City Hall
City Clerk's Office
5050 Clark Avenue
Lakewood, CA 90712

Bloomfield Park
21420 Pioneer Blvd.
Lakewood, CA 90715

Mayfair Park
5720 N. Clark Avenue
Lakewood, CA 90712

D. GUIDELINES FOR CITIZEN PARTICIPATION

The Citizen Participation Plan process provides residents of the City the formal opportunity to take part in the development of community development programs and amendments to adopted plans, at the community wide-level in a public forum, before the PEC. The specific guidelines governing information access, public notices, and technical assistance, among others, that the City will follow to encourage citizen participation in the preparation of the Consolidated Plan and submission of the Performance Report are listed below:

Consolidated Plan and Action Plan:

Following the preparation of the Consolidated Plan/Action Plan, the following steps will be taken to afford the public an adequate opportunity to review and comment on the document:

1. Summary describing the contents of the purpose of the proposed Consolidated Plan/Action Plan will be public in at least one local City newspaper of general circulation. The summary will also include a list of locations where a complete draft of the Consolidated Plan/Action Plan can be obtained.
2. The publication of the summary will commence a 30-day public review period during which citizens will have the opportunity to examine the proposed Consolidated Plan/Action Plan and submit comments regarding the draft document. Complete copies of the draft Consolidated Plan/Action Plan will be available for review at the following locations:

Lakewood City Hall
Community Development Department
5050 Clark Avenue
Lakewood, CA 90712

Lakewood City Hall
City Clerk’s Office
5050 Clark Avenue
Lakewood, CA 90712

Iacoboni Library
4990 N. Clark Avenue
Lakewood, CA 90712

3. A public hearing before the PEC will be held to further provide citizens an opportunity to comment on the draft Consolidated Plan/Action Plan. All guidelines set forth under the Public Hearing section of this document will be followed to ensure and encourage citizen participation.

Performance Report

Upon completion of the Performance Report, and prior to its submission to HUD, a public notice will be published in at least one local newspaper servicing the residents of Lakewood announcing the availability of the report for review and comment. Publication of this notice will commence a 15-day period during which citizens will have the opportunity to examine the Performance Report and submit comments regarding the document.

Public Hearings:

Public hearings shall provide the major source of citizen input on the proposed community development program, activities, policies, and procedures. At a minimum, the City will conduct two separate public hearings—one for the purpose of reviewing the draft Consolidated Plan and the second for the purpose of reviewing program performance and progress through the submission of the Performance Report. All public hearings will be made accessible to persons with disabilities upon request.

To ensure that all City residents have ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time, and location shall be published in at least one local City newspaper of general circulation a minimum of 14 days prior to the date of the public hearing.

Information Access

Included in the Consolidated Plan will be the estimated amount of federal funding available to the City, and the range of eligible activities, programs, and projects designed to utilize these available funds. Copies of the Consolidated Plan, Action Plan, Citizen Participation Plan, CAPER, and documents regarding other important program requirements, including contracting procedures, environmental policies, fair housing/equal opportunity requirements, and relocation provisions will be available to the public during the regular business hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday and alternative Fridays from 7:30 a.m. to 5:00 p.m. City Hall is closed every other Friday.

The City's Community Development Department is located at 5050 N. Clark Avenue, Lakewood, CA 90712. Additional information and assistance may be obtained by calling 562-866-9771.

Non-English Speaking Residents

It is the intent of the City to also allow for input by all non-English speaking persons, as well as English speaking residents, in the public hearing process. The City will provide bilingual assistance whenever it has been determined necessary to adequately allow persons to express their views regarding the planning, implementation, monitoring, and evaluation of community development improvement activities. All advertisement for public hearing will note that arrangements for an interpreter can be made by contacting the City's Community Development Department.

E. CITIZEN SERVICES REQUESTS AND GRIEVANCE PROCEDURE

Citizens should be aware that any questions or grievances, regarding any facet of City operations, can be submitted to the Community Development Department located at 5050 N. Clark Ave., Lakewood, CA 90712. During the development of the Consolidated Plan submission, written concerns or complaints regarding the Plan shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before the final submission of the Consolidated Plan to HUD. The City shall

ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within 15 working days after receipt of the inquiry. If the content of the complaint is based on a probable misunderstanding (i.e., scope of block grant activities), the response communication will so state and give the complaining party the opportunity of alternative forms of redress.

Although HUD will consider objections submitted at any time, such objections should be submitted within 30 days of the submission of the Consolidated Plan, Action Plan, or CAPER to HUD. Any written inquiries submitted to HUD should be addressed as follows:

US DEPT. OF HOUSING AND URBAN DEVELOPMENT
Los Angeles Area Office
Community Planning and Development Division
300 North Los Angeles Street, Suite 4045
Los Angeles, CA 90012

Objections submitted to HUD must meet one or more of the following criteria:

- The description of the needs and objectives are plainly inconsistent with available facts and data.
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives defined by jurisdiction.
- The submission does not comply with specific requirements or law.
- The submission proposed the undertaking of ineligible activities.

Residential Anti-Displacement and Relocation Plan

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN – CITY OF LAKEWOOD FISCAL YEAR 2016-2017

I. INTRODUCTION

Section 509 of the Housing and Community Development Act of 1987 amended Section 104 of the Housing and Community Development Act of 1974 by adding a new subsection.

The new Section 104(d) of the Act became effective October 1, 1988, and provides that a grant under Section 106, Community Development Block Grant (CDBG) Programs may be made only if the grantee certifies that it is following a residential anti-displacement and relocation assistance plan. The residential anti-displacement and relocation assistance plan under Section 104(d) must contain two components: (1) A requirement to replace all low and moderate income dwelling units that are demolished or converted to a use other than low and moderate income housing as a direct result of the use of CDBG assistance and, (2) a relocation assistance component.

A certification and plan is required even if the grant will not result in demolition or in the conversion of a low and moderate income unit to use other than low and moderate income housing.

The document serves as the residential anti-displacement and relocation assistance plan for the 2016-2017 fiscal year. In implementation of the relocation activities related to this plan, Section 104(d) of the Housing and Community Development Act of 1974, as amended and the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 as amended will be followed. The following details the City of Lakewood's Plan.

II. RESIDENTIAL ANTI DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.

- A. The City of Lakewood will replace all occupied and vacant unoccupied low and moderate income dwelling units demolished or converted to a use other than as low and moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, 570.606 (b)(1).
- B. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funding that will directly result in such demolition or conversion, the City of Lakewood will make public and submit to the HUD Field Office the following information in writing.
 - 1. A description of the proposed assisted activity;
 - 2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use

other than low and moderate income dwelling units as a result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;
 4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
 5. The source of funding and a time schedule for the provision of replacement dwelling units, and
 6. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least ten (10) years from the date of initial occupancy.
- C. The City of Lakewood will provide relocation assistance, as described in 24 CFR 570.606 (b)(2), to each low and moderate income household displaced by the demolition of housing or by the conversion of a low and moderate income dwelling unit to another use as a direct result to assisted activities.
- D. Consistent with the goals and objectives of activities assisted under the Act, the City of Lakewood will take the following steps to minimize the displacement of persons from their homes:
1. Provide replacement housing as described in 24 CFR 570.606 (b)(1) and outlined as follows:

One for One replacement units – all occupied and vacant low and moderate income dwelling units (units that could be occupied) that are demolished or converted to a use other than low and moderate income dwelling units as a direct result of CDBG activities will be replaced by the City by private developers with low and moderate income dwelling units.

The replacement of low and moderate income dwelling units may include public housing or existing housing receiving Section 8 project-based assistance.

The replacement of low and moderate income dwelling units will be provided within three years of the commencement of the demolition or rehabilitation related to the conversion and will meet the following requirements;

 - a. The unit will be located within the City's jurisdiction.
 - b. The units will be sufficient in number and size to house the number of occupants that could have been housed in the units that are demolished or converted. The number of occupants that may be housed shall be determined in accordance with local housing occupancy codes.

- c. The units will be provided in standard condition and may include units which have been raised from substandard to standard.

III. RELOCATION ADVISORY ASSISTANCE

- A. The City will administer its relocation program, including providing relocation assistance and the preparation of claims for processing by the Community Development Department, City of Lakewood.
- B. The Relocation Program will provide maximum assistance to minimize the hardship of displacement to all persons displaced from their dwellings and to displaced businesses to assure their re-establishment with a minimum of delay.
- C. Personal and continuing contact will be maintained with those to be displaced until they are satisfactorily relocated, and where hardship is evident, a follow-up call will be made to ease the transition of the move.
 - 1. The following specific services will be provided;
 - a. Each person or business required to move will be personally interviewed, and a detailed and clear explanation of benefits will be made. The interview will be conducted in the language most easily understood by the displaced person.
 - b. The U.S. Department of Housing Development informational brochures will be delivered to residential and commercial owners and tenants in a timely manner.
 - c. A member of the staff will continuously make field surveys to locate housing resources and business vacancies for referrals. Referrals will be made to standard housing comparable to the occupied housing and in close proximity to employment, medical, shopping, transportation and eating facilities. Additionally, real estate brokers will be informed of the displacement, and their cooperation will be solicited in making referrals. Referrals to commercial sites will be made relative to commercial operators' needs in location, square footage requirements, trade area, and other business location criteria. Inspection of housing resources will be undertaken prior to referral and after the move of the displaced person.
 - d. If transportation is needed to field check referrals, the staff member or consultant will provide such transportation.
 - e. Assistance will be given by explaining procedures to purchase a home, including the purpose of and charges made through escrow.
 - f. If social service agencies in the community could provide a needed service, referrals will be made and follow-up programs will be instituted. The referral services could be Social Security Administration, Department

of Public Social Services, Veteran's Administration, Lakewood Housing Authority, and other local service agencies.

- g. Where necessary, efforts will be made to trace self-relocatees.
- h. Assistance will be given in filing relocation claims, and these claims will be submitted to the Community Development Department, City of Lakewood.
- i. Delivery of benefit check will be made promptly and follow-up claims will be made.

IV. RELOCATION ASSISTANCE

Each low and moderate income household that is displaced as a direct result of CDBG assisted activities shall be provided with relocation assistance. The low and moderate income household may elect to receive assistance described in 24 CFR Part 49 (HUD's regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) or assistance as described under Section 104 (d) of the Housing and Community Development Act of 1974, as amended by Section 509 of the 1987 HCD Act provisions.

Displaced low and moderate income households will receive relocation assistance provided to displaced persons required under 24 CFR 49, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the households receive assistance under the CFR or Section 104 (d) of the Act. Briefly, those benefits are as follows:

Residential Benefits:

1. Actual moving and related expenses, as the Agency determines to be reasonable and necessary, including expenses outlined in 49 CFR 24.301.
2. Fixed payment for moving expenses as described in 49 CFR 24.302.

Non Residential Benefits:

1. Payment for actual reasonable moving and related expenses as described in 49 CFR 24.303.
2. Reestablishment expense as described in 49 CFR 24.304.
3. Ineligible moving and related expenses as described in 49 CFR 24.304 (b) and 49 CFR 24.305 will not be provided.
4. Fixed payments for moving expenses as described in 49 CFR.306.

V. COST ESTIMATE OF RELOCATION BENEFITS

Since no relocation activity is contemplated, it is not possible to provide a cost estimate of relocating payment at this time. However, should it become necessary to make relocation payments, these payments will be funded with CDBG funds.

VI. PLAN FOR DISBURSEMENTS OF RELOCATION BENEFITS

The disbursement of relocation benefits will be made in an orderly and readily available manner.

All claims for relocation payments must be submitted within 18 months after the displacement of the claimant. Relocation claim forms will be prepared by the relocation staff; the forms will be explained in detail to the claimant. Once the signature of the displacee has been obtained, the prepared forms, accompanied by a memorandum explaining the particular need, etc., of the claimant will be promptly delivered to the Community Development Department, City of Lakewood, for review, approval and preparation of warrants. Upon verification of vacating the acquired property, the relocation benefits will be delivered.

Advanced payments will be processed when it is evident that there is a hardship. These payments will be delivered in a timely way to assure ease in securing relocated housing commitments.

A claim must be supported by the necessary documentation which may include itemized receipted moving bills, income tax returns, opening/closing escrow statements, verification of rental data and any other information deemed appropriate and necessary to support the claim.

Payments will be processed in All claim papers and related evidence will become permanent records of the Community Development Department, City of Lakewood, as part of the individual files maintained for each displaced person or business.

If a business does not file a claim for any of the above benefits, it may file for In-Lieu of Moving and Related Expenses Payment. No payment of this kind shall be made unless the Community Development Department, City of Lakewood, is satisfied that the business cannot be relocated without substantial loss of patronage and is not part of a commercial enterprise having at least one other establishment not being acquired, which is engaged in the same or similar business.

This payment represents the average annual net income for the two years prior to displacement, except that the payment may not be less than \$1,000 or more than \$20,000 (49 FR 24.306 {a}).

Payments will be processed in a timely manner to minimize hardship.

VII. LAST RESORT HOUSING

Last resort housing is not contemplated as it has been determined comparable replacement housing will be available for project residents within a reasonable period prior to displacement. However, if it is necessary, procedures as referenced in the Uniform Act will be followed.

**NOTICE OF PUBLIC HEARING FOR PROPOSED ALLOCATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE
FISCAL YEAR FY 2019-2020**

NOTICE IS HEREBY GIVEN that Thursday, May 2, 2019, a public hearing will be held before the City of Lakewood's Planning and Environment Commission at 7:00 p.m. in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California 90712, concerning the funds for the upcoming 2019-2020 fiscal year. All persons interested may be present and heard at the date, time and place of the meeting. The CDBG program staff is proposing the allocation of funds for this coming fiscal year's 2019-2020 CDBG budget. In keeping with our citizen participation plan, staff is requesting that the Planning Commission take public testimony at this hearing and review the suggested budget submitted by staff.

A copy of the Action Plan will be available for public review on Thursday, May 2, 2019 through Tuesday, June 11, 2019. The Action Plan will include the proposed activities, resources and expenditures for the CDBG program. The City of Lakewood welcomes any written recommendations, suggestions, or other input on the Action Plan. The Action Plan must be prepared according to the U.S. Department of Housing and Urban Development (HUD) regulations.

During FY 2019-2020, the City anticipates receiving \$510,688 in CDBG Entitlement funds. The City also anticipates receiving approximately \$30,000 in program income funds. At least 70% or more of the FY 2019-2020 entitlement total must be used for activities benefiting low and moderate-income residents of Lakewood.

Proposed Projects

Program Administration	Meals on Wheels
Code Enforcement	Human Services Association
Rehabilitation Delivery Costs	Pathways Volunteer Hospice
Community Family Guidance	Weingart Senior Center Improvements
Fair Housing Program	

This publication will commence a 30-day comment period for the Action Plan in compliance with the City's approved Citizen Participation Plan. A copy of the Action Plan will be available for public review on Thursday, May 2, 2019 through Tuesday, June 11, 2019 in the City Clerk's office and Community Development Department at Lakewood City Hall, 5050 Clark Avenue, Lakewood, California, and at the Angelo M. Iacoboni Library, 4990 Clark Avenue, Lakewood, California.

The City will provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. The City will provide reasonable accommodations to individuals, who are non-English speaking and, if special accommodations are required, please call Carolyn Lehouillier, Housing Specialist, at 562-866-9771, ext. 2320 at least 48 hours prior to the public hearing.

Citizens wishing to comment on the FY 2019-2020 Action Plan after the Public Hearing of the Planning and Environment Commission meeting on Thursday, May 2, 2019 must do so in writing by Tuesday, June 11, 2019. Written comments must be addressed to:

City of Lakewood
Community Development Department
5050 N. Clark Avenue
Lakewood, California 90712
Attention: Abel Avalos
Director of Community Development

It is anticipated that the Mayor and City Council will take final action on the FY 2019-2020 Action Plan at the City Council meeting held on June 11, 2019.

NOTICE IS FURTHER GIVEN that on Tuesday, June 11, 2019, at 7:30 p.m. in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California 90712, the City Council will hold a public hearing for the solicitation of public comment on the proposed FY 2019-2020 Action Plan.

Dated this 18th day of April, 2019.
Thaddeus McCormack
City Manager
City of Lakewood