

AGENDA
REGULAR CITY COUNCIL MEETING
WEINGART BALLROOM
5000 CLARK AVENUE
LAKEWOOD, CALIFORNIA

June 8, 2021

Pursuant to Governor Newsom's Executive Order No. N-29-20, members of the City Council of the City of Lakewood or staff may participate in this meeting via teleconference. While maintaining appropriate social distancing, members of the public may participate in person at 5000 Clark Avenue, Lakewood, California. Public comments and questions pertaining to any item on the agenda will be accepted via email at cityclerk@lakewoodcity.org up to 5:30 p.m. on the day of the meeting. We ask that you please indicate the specific item on which you wish to be heard or whether your comments will be under oral communications.

ADJOURNED MEETING: Budget Study Session

6:00 p.m.
MAPLE ROOM

CALL TO ORDER

7:30 p.m.

INVOCATION: Pastor Kevin Johnson, Strength.Church

PLEDGE OF ALLEGIANCE: Council Member Ariel Pe

ROLL CALL: Mayor Jeff Wood
Vice Mayor Steve Croft
Council Member Ariel Pe
Council Member Todd Rogers
Council Member Vicki Stuckey

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 Meeting held May 25, 2021

RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.

RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.

RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council approve report of City Council Committees' activities.

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ROUTINE ITEMS: - Continued

- RI-5 RESOLUTION NO. 2021-19; AMENDING RESOLUTION NO. 92-36 PERTAINING TO THE LOW-INCOME EXEMPTION OF THE UTILITY USERS TAX - Staff recommends City Council adopt proposed resolution.
- RI-6 RESOLUTION NO. 2021-20; ESTABLISHING A HARDSHIP WAIVER FROM ONE OF THE REQUIREMENTS FOR AN ADMINISTRATIVE HEARING REGARDING AN ADMINISTRATIVE OR PARKING CITATION - Staff recommends City Council adopt proposed resolution.
- RI-7 2021 PERMIT APPLICATIONS FOR THE SALE OF FIREWORKS - Staff recommends City Council approve the applications for firework stand permits for the 25 organizations and authorize staff to issue permits for temporary fireworks stands to these organizations.
- RI-8 RESOLUTION NO. 2021-21; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADDING A JOB CLASSIFICATION AND AMENDING EXISTING PAY RATE IN ATTACHMENT B OF RESOLUTION NO. 2020-15 - Staff recommends City Council adopt proposed resolution.
- RI-9 PURCHASE OF RAINBIRD IRRIGATION SUPPLIES – Staff recommends City Council authorize the purchase of various Rainbird supplies in the amount of \$26,570.16 from Imperial Sprinkler Supply of Anaheim, CA.
- RI-10 AUTHORIZATION FOR ARCHITECTURAL SERVICES WITH DAHLIN GROUP FOR WEINGART IMPROVEMENTS - Staff recommends City Council authorize work for the Weingart Senior Center improvements per the Dahlin Group proposal dated June 1, 2021, in an amount not to exceed \$35,400, and authorize the Mayor to sign the proposal.
- RI-11 AUTHORIZE PURCHASE OF PICNIC SHELTERS FOR SAN MARTIN PARK - Staff recommends City Council authorize staff to issue a purchase order for the purchase of two ICON Shelter Systems picnic shelters for San Martin Park to ICON Shelter Systems, in an amount not to exceed \$110,370, as part of the San Martin Improvements project, and authorize the Mayor to sign the proposal.
- RI-12 APPROVAL OF WATER RIGHTS LEASE WITH CITY OF CERRITOS - Staff recommends City Council approve the lease of 750 acre-feet of FY 22/23 Central Basin groundwater extraction rights to the City of Cerritos for \$123,750; and authorize its execution by the Director of Water Resources on behalf of the City.
- RI-13 AUTHORIZE FEASIBILITY STUDY AND SAFE CLEAN WATER FUNDING APPLICATION FOR LAKEWOOD EQUESTRIAN CENTER UNDER JOHN L. HUNTER & ASSOCIATES ON-CALL AGREEMENT - Staff recommends City Council authorize preparation of Feasibility Study and SCW Grant Application by John L. Hunter & Associates under their on call agreement in an amount not to exceed \$63,442, and authorize the City Manager to sign the proposal.
- RI-14 AUTHORIZATION FOR RAISE GRANT APPLICATION PREPARATION FOR LAKEWOOD BLVD. CORRIDOR IMPROVEMENT PROJECT UNDER WILLDAN ENGINEERING ON-CALL AGREEMENT - Staff recommends City Council authorize preparation of RAISE Grant Application by Willdan Engineering under their on call agreement in amount not to exceed \$40,000, and authorize the City Manager to sign the proposal.

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PUBLIC HEARINGS:

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2021-22

a. Presentation of Report by City Manager

b. Memorandum from City Attorney

c. RESOLUTION NO. 2021-22; DETERMINING THE TOTAL ANNUAL APPROPRIATION SUBJECT TO LIMITATION OF THE CITY OF LAKEWOOD FOR FISCAL YEAR 2021-2022 - Staff recommends City Council adopt proposed resolution.

d. RESOLUTION NO. 2021-23; AMENDING THE BIENNIAL BUDGET FOR FISCAL YEAR 2021-2022 AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2021 - Staff recommends City Council adopt proposed resolution.

e. RESOLUTION NO. 2021-24; AMENDING THE BIENNIAL BUDGET AND APPROPRIATING REVENUE FOR THE FISCAL YEAR 2021-2022 - Staff recommends City Council adopt proposed resolution.

1) RESOLUTIONS NO. 2021-25 AND NO. 2021-26; 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) ORDINANCE NO. 2021-3; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE MUNICIPAL CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CITY COUNCIL - Staff recommends City Council introduce proposed ordinance.

3) RESOLUTION NO. 2021-27; 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, 2022, to June 30, 2022.

4) RESOLUTION NO. 2021-28; 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, 2021, to June 30, 2022.

5) RESOLUTION NO. 2021-29; 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, 2021, to June 30, 2022.

6) RESOLUTION NO. 2021-30; 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, 2021, to June 30, 2022.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2021-22

7) RESOLUTION NO. 2021-31; 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, 2021, to June 30, 2022.

8) AMENDMENT TO AGREEMENT FOR TELECOMMUNICATIONS SERVICES WITH ABILITA LA - Staff recommends City Council extend the telecommunications services agreement with Abilita LA for a period ending June 30, 2022, 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.

9) RENEWAL OF AGREEMENT FOR HVAC AND REFRIGERATION MAINTENANCE AND REPAIR SERVICES WITH AIRE RITE A/C AND REFRIGERATION INC. - Staff recommends City Council extend the HVAC and Refrigeration maintenance service agreement with Aire Rite A/C and Refrigeration. Inc., for a one-year period ending June 30, 2022, 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.

10) AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES WITH ASSOCIATED SOILS ENGINEERING, INC. - Staff recommends City Council extend the engineering services agreement with Associated Soils Engineering for a period ending June 30, 2022, 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.

11) AMENDMENT TO AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE WITH THE CITY OF BELLFLOWER - Staff recommends City Council approve Amendment No. 1 to Agreement File No. 541 with the City of Bellflower for traffic signal maintenance at the intersection of Palo Verde Avenue and Allington Street and authorize the City Manager to sign amendment in a form approved by the City Attorney.

12) AGREEMENT FOR ON-CALL CONSULTING SERVICES WITH CANNON CORPORATION - Staff recommends City Council approve the a Professional Services Agreement with Cannon Corporation On-Call Consulting Services for FY 2021-2022 for an amount not to exceed \$50,000; appropriate \$50,000 in Water Reserve Fund for On-Call Consulting Services; and authorize the Mayor to sign the contract in a form approved by the City Attorney.

13) AMENDMENT TO AGREEMENT FOR WELL 28 EQUIPPING PROJECT WITH CANNON CORPORATION - Staff recommends City Council approve the First Amendment to Professional Services Agreement with Cannon Corporation to extend the existing contract to June 30, 2022; and authorize the Mayor to sign the contract in a form approved by the City Attorney.

14) EXTENSION OF AGREEMENT FOR HARDSCAPE MAINTENANCE WITH CJ CONSTRUCTION - Staff recommends City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2022, 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.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2021-22

15) RENEWAL OF MASTER AGREEMENT WITH CONSERVATION CORPS OF LONG BEACH - Staff recommends City Council approve the amendment to the Master Agreement with the Conservation Corps of Long Beach for a five-year period ending June 30, 2026, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

16) AGREEMENT FOR ON-CALL ROOF WARRANTY INSPECTION AND CONSULTING SERVICES WITH D7 CONSULTING - Staff recommends City Council renew the consulting agreement with D7 Consulting Inc. for roof warranty and inspection services for a one-year period ending June 30, 2022, in an amount Not-To-Exceed \$250,000, and authorize the Mayor and City Clerk to sign the agreement in a form as approved by the City Attorney.

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

18) AMENDMENT TO AGREEMENT WITH DAVID GEORGE + ASSOCIATES - Staff recommends City Council amend the on-call architectural services agreement with DG+A, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

19) AMENDMENT TO AGREEMENT WITH DEKRA-LITE FOR CENTRE DECOR - Staff recommends City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one year period ending June 30, 2022, in an amount not to exceed \$44,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

20) EXTENSION OF AGREEMENT FOR DOCUMENT IMAGING SYSTEM MAINTENANCE AND SUPPORT - Staff recommends City Council authorize an extension through June 30, 2022, 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.

21) AMENDMENT FOR REFUSE COLLECTION AND RECYCLING SERVICES WITH EDCO WASTE SERVICES - Staff recommends City Council approve the 2021 Amendment to the agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

22) RENEWAL OF AGREEMENT WITH FAIR HOUSING CONSULTANTS INC. - Staff recommends City Council approve the renewal of the contract and amended scope of services with Sharron Hillery for fair housing consulting services through June 30, 2021, 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 2021-22 budget.

23) RENEWAL OF AGREEMENT FOR ON-CALL ELECTRICAL ENGINEERING SERVICES WITH FBA ENGINEERING - Staff recommends City Council renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2021-2022 in an amount Not-To-Exceed \$100,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2021-22

24) EXTENSION OF AGREEMENT FOR ELECTRICAL SUPPORT SERVICES WITH FINELINE ELECTRIC - Staff recommends City Council extend the Service Provider agreement with Fineline Electric for electrical support services for FY 2021-2022, 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.

25) AMENDMENT TO AGREEMENT FOR STORM WATER SERVICES WITH JOHN L. HUNTER & ASSOCIATES - Staff recommends City Council amend the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2022, in an amount not to exceed budgeted amounts for storm water consultant services and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

26) AMENDMENT TO AGREEMENT FOR ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES WITH LIFTECH ELEVATOR SERVICES, INC. - Staff recommends City Council amend the elevator services agreement with Liftech Elevator Services, Inc., for a period of one year ending June 30, 2022, 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

27) REIMBURSEMENT AGREEMENTS FOR LONG BEACH TRANSIT FIXED ROUTE SUBSIDY AND DIAL-A-LIFT SERVICES - Staff recommends City Council authorize the Mayor to sign the reimbursement agreements with Long Beach Transit, for both Fixed Route bus services and Dial-A-Lift services. The proposed agreements have been reviewed and approved by the City Attorney as to form.

28) AMENDMENT TO AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. - Staff recommends City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2022, 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.

29) AGREEMENT WITH MACERICH LAKEWOOD LP FOR LAW ENFORCEMENT SERVICES AT LAKEWOOD CENTER MALL - Staff recommends City Council approve the agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2021 through June 30, 2022, and authorize the Mayor to sign the agreement as approved by the City Attorney.

30) AMENDMENT TO AGREEMENT FOR WELL 13A TREATMENT PLANT PROJECT WITH MURRAYSMITH, INC. - Staff recommends City Council approve the First Amendment to Professional Services Agreement with Murraysmith, Inc. to extend the existing contract to June 30, 2022; appropriate \$37,000.00 in Water Reserve Fund for Well 13A Treatment Plant design modification and construction support for FY 2021-22; and authorize the Mayor to sign the contract in a form approved by the City Attorney.

31) EXTENSION OF AGREEMENT FOR ENGINEERING AND TRAFFIC SURVEY SERVICES WITH NEWPORT TRAFFIC STUDIES - Staff recommends City Council extend the engineering and traffic survey services agreement with NTS for a period ending June 30, 2022, in an amount not to exceed budgeted amounts and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2021-22

32) AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES WITH NICHOLLS CONSULTING - Staff recommends City Council amend the environmental services agreement with Nicholls Consulting for a period ending June 30, 2022, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

33) AGREEMENT FOR MAINTENANCE OF BOLIVAR STORMWATER CAPTURE FACILITY WITH O.C. VACUUM ENVIRONMENTAL SERVICES - Staff recommends City Council approve the Professional Services Agreement with O.C. Vacuum Environmental Services for Maintenance of Bolivar Park Stormwater Facility for an amount not to exceed \$60,000; and authorize the Mayor to sign the contract in a form approved by the City Attorney.

34) RENEWAL OF AGREEMENT FOR ON-CALL HAZARDOUS WASTE REMOVAL SERVICES WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. - Staff recommends City Council renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2022, in an amount not to exceed \$135,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

35) AGREEMENT FOR ON-CALL ELECTRICAL SERVICES WITH OSCAR'S ELECTRIC - Staff recommends City Council award a Professional Services Agreement (PSA) in an amount not to exceed \$20,000.00 to Oscar's Electric for On-Call Electrical Services; and authorize the Mayor to sign the contract in a form approved by the City Attorney.

36) AMENDMENT TO AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES WITH PCI STRIPING - Staff recommends City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2022, 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.

37) AGREEMENT WITH PFM ASSET MANAGEMENT FOR INVESTMENT ADVISORY SERVICES - Staff recommends City Council authorize the City Manager to enter into an agreement with PFM Asset Management LLC for investment advisory services.

38) RENEWAL OF AGREEMENT FOR ON-CALL MECHANICAL AND PLUMBING ENGINEERING SERVICES WITH POCOCK DESIGN SOLUTIONS INC. - Staff recommends City Council renew the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2022, in an amount not to exceed \$60,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

39) RENEWAL OF AGREEMENT FOR LANDSCAPE ARCHITECTURAL SUPPORT SERVICES WITH RICHARD FISHER ASSOCIATES - Staff recommends City Council approve the amendment to the consulting agreement with Richard Fisher Associates for Landscape Architectural Support Services for a one-year period ending June 30, 2022, 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.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2021-22

40) RENEWAL OF AGREEMENT FOR ON-CALL STRUCTURAL ENGINEERING SERVICES WITH ROBERT F. DANIELS STRUCTURAL ENGINEER - Staff recommends City Council renew the consulting agreement with Robert F. Daniels Structural Engineer for structural engineering services for a one-year period ending June 30, 2022, 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.

41) RENEWAL OF AGREEMENT WITH SAMS PAINTING FOR FIX-UP PAINT-UP PROGRAM – Staff recommends City Council approve the renewal of the contract and scope of services to provide painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Sams Painting through June 30, 2022, within the \$21,600 budgeted for this program. Funds for this contract are included in the City’s proposed FY 2021-22 budget.

42) AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL SERVICES WITH S.C.S. CONSULTANTS - Staff recommends City Council amend the environmental services agreement with S.C.S. Engineers for a period ending June 30, 2022 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

43) RENEWAL OF AGREEMENT FOR STREET BANNER MARKETING PROGRAM WITH SIERRA INSTALLATIONS, INC. - Staff recommends City Council extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$55,000, for a one-year period ending June 30, 2022, and authorize the Mayor and City Clerk to sign the renewal agreement in a form approved by the City Attorney.

44) AMENDMENT OF ANIMAL CONTROL AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AUTHORITY – Staff recommends City Council approve the amendment with SEAACA for animal control services for period ending June 30, 2022, in amount not to exceed \$716,830 per year, in form approved by City Attorney and authorize signature by Mayor.

45) RENEWAL OF AGREEMENT FOR FIRE AND BURGLAR SECURITY SYSTEMS MONITORING AND MAINTENANCE SERVICES WITH STANLEY CONVERGENT SECURITY SOLUTIONS - Staff recommends City Council 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, 2022, 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.

46) AGREEMENT WITH T2 SYSTEMS FOR CLOUD HOSTED PARKING CONTROL SOFTWARE PROGRAM - Staff recommends City Council authorize entering into an annual maintenance agreement with T2 Systems for a cost not to exceed \$25,015 in FY2021-22, in a form approved by the City Attorney.

47) CONSULTANT SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve the consultant services agreement with Telecom Law Firm, PC for a period ending June 30, 2022, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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PUBLIC HEARINGS: - Continued

1.1 CONSIDERATION OF BUDGET REVISIONS FOR FISCAL YEAR 2021-22

48) LEGAL SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve the legal services agreement with Telecom Law Firm, PC for a period ending June 30, 2022, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

1.2 REJECTION OF BIDS FOR PUBLIC WORKS PROJECT NO. 2021-8, PLANT 13 TREATMENT PLANT INSTALLATION - Staff recommends City Council reject all bids received for Plant 13 Treatment Plant Installation - PW Project No. 2021-8.

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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

Adjourned

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Study Session – Revised FY 2021-22 Budget

It is my pleasure to present for your consideration the revised budget for Fiscal Year (FY) 2021 22, the second year of the City's adopted two-year budget.

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. The revised budget is in line with the city's guiding principles and traditional values, producing an operational blueprint that preserves those valued services while maintaining a fiscally-sound organization. While the city's overall expenditure budget (inclusive of special revenue and enterprise funds) is in excess of \$77 million, the General Fund is the largest and most discretionary component of the budget and extremely important in the provision of essential city services. Also reflective of the city's prudent fiscal management is the inclusion of a rainy-day reserve fund for economic uncertainty equaling 20 percent of the city's annual operating budget that is set by policy and allows the organization to weather funding shortfalls.

Even in years with limited resources resulting in a structural deficit, the city has consistently taken needed actions to balance the budget, whether it be making difficult budget cuts or pursuing new revenue streams when budget cuts have threatened the ability to provide essential services. Consequently, the voter's passage of Measure L (the local 0.75% transaction and use sales tax measure) in March represents a new source of revenue providing additional fiscal stability. We are grateful for the trust that the community has imparted on us and are mindful of the responsibility that we have to ensure that these new funds are spent with the same level of measured prudence that engendered the trust that facilitated the passage of the measure. These funds augment the city's well-founded principles, allowing for us to continue on a steady fiscal course for decades to come. The timing of the new funds became especially important in light of the far-reaching economic impacts brought about by the COVID-19 pandemic. We have been better able to absorb the economic hardship that would have otherwise threatened funding for essential services. The revenues from Measure L will allow the city to maintain core services and programs for Lakewood residents, address infrastructure needs, and focus on strategic long-term funding solutions.

The city will continue practicing a “save-then-spend” capital financing strategy by saving and improving the city’s infrastructure such as streets, sidewalks, trees and community facilities rather than issuing debt. Prior to the passage of Measure L, the funding of future capital improvement projects was only possible if operational savings realized each fiscal year were utilized. While not possible in recent years, both the FY 2020-21 Final Estimate Budget and the FY 2021-22 Revised Budget include \$3 million for future-year capital improvement projects (CIPs). The previously-adopted budget for the two fiscal years only included \$1.5 million per year in CIP funding. This lower funding level was largely the result of the anticipated economic impacts from the COVID-19 pandemic and more limited resources. The revised \$3 million CIP set-asides for both years gets the city back “on track” to funding the \$30+ million in projects identified in the recent comprehensive facilities' assessment study. The additional allocations will be incorporated into the City Council’s CIP planning and prioritization process, outside of the budget process.

Following is a more detailed review of the budget specifics:

For the current FY 2020-21 Final Estimate, it is anticipated that the city's General Fund will have a surplus of approximately \$2.7 million (even after increasing the CIP allocation by \$1.5 million as mentioned above). While expenditures have trended slightly below budgeted amounts for the year, projected revenues (largely fueled by stronger than expected sales tax revenues) have remained stronger than originally anticipated in light of the pandemic. While the economic toll on the city has been real, the depth and duration has not been as severe as anticipated.

FY 2021-22 Revised Budget

The FY 2021-22 Revised Budget forecasts a General Fund surplus totaling almost \$804,000 also after increasing the CIP allocation by \$1.5 million to a total of \$3 million. Revenues are anticipated to continue growing at a brisk pace as the overall economy recovers from the effects of the pandemic.

Following is a summary of the FY 2021-22 General Fund Revised Budget activity:

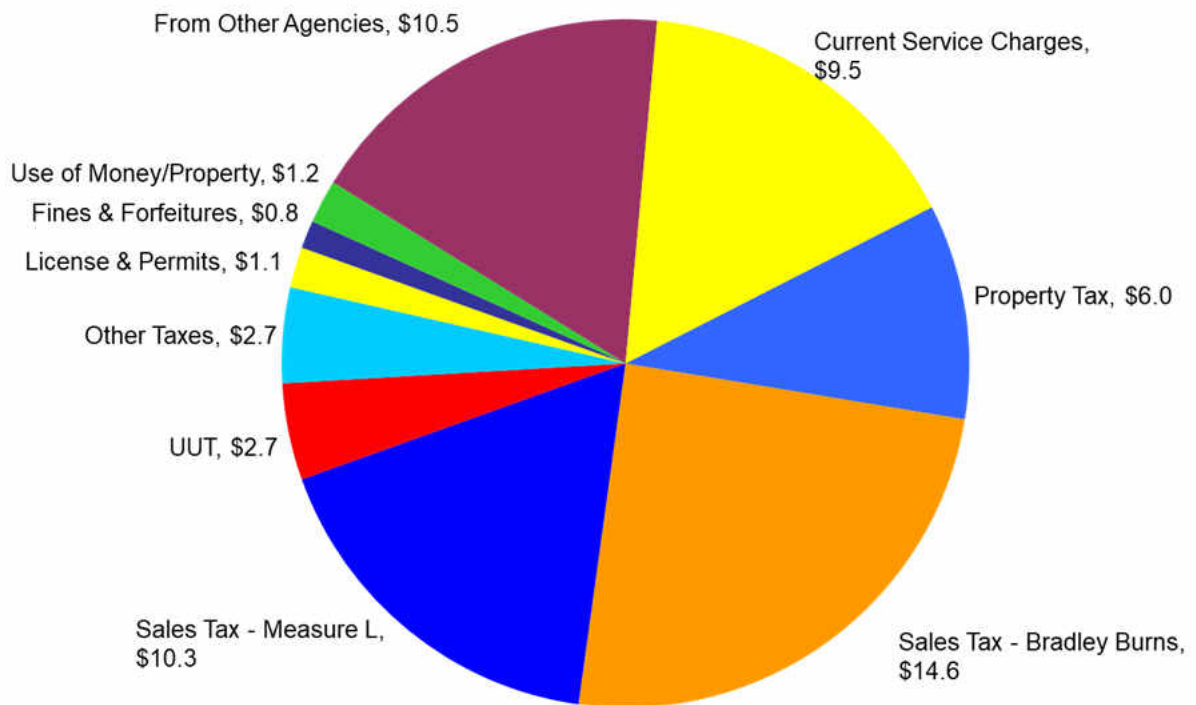
	<u>Revised FY 2021-22</u>
Sources:	
General Revenues	\$59,409,184
Transfers In:	
Gas Tax / Water	<u>3,718,988</u>
Total Sources	63,128,172
Uses:	
Departmental Expenditures	\$59,324,504
CIP Set-Aside	<u>3,000,000</u>
Total Uses	62,324,504
Projected Surplus	<u><u>\$803,668</u></u>

Revenues / Sources

During FY 2021-22 we are expecting City General Fund revenues and sources to total approximately \$63.1 million, most of which (\$59.4 million) are revenues. This is about \$1.6 million more than the prior year estimate and approximately \$2.4 million more than anticipated in the adopted budget. Among the biggest increases were Sales Tax (Bradley Burns), Sales Tax (Measure L), Property Tax, and Educational Revenue Augmentation Fund (ERAF) – In-Lieu of Motor Vehicle License Fees (MVLf).

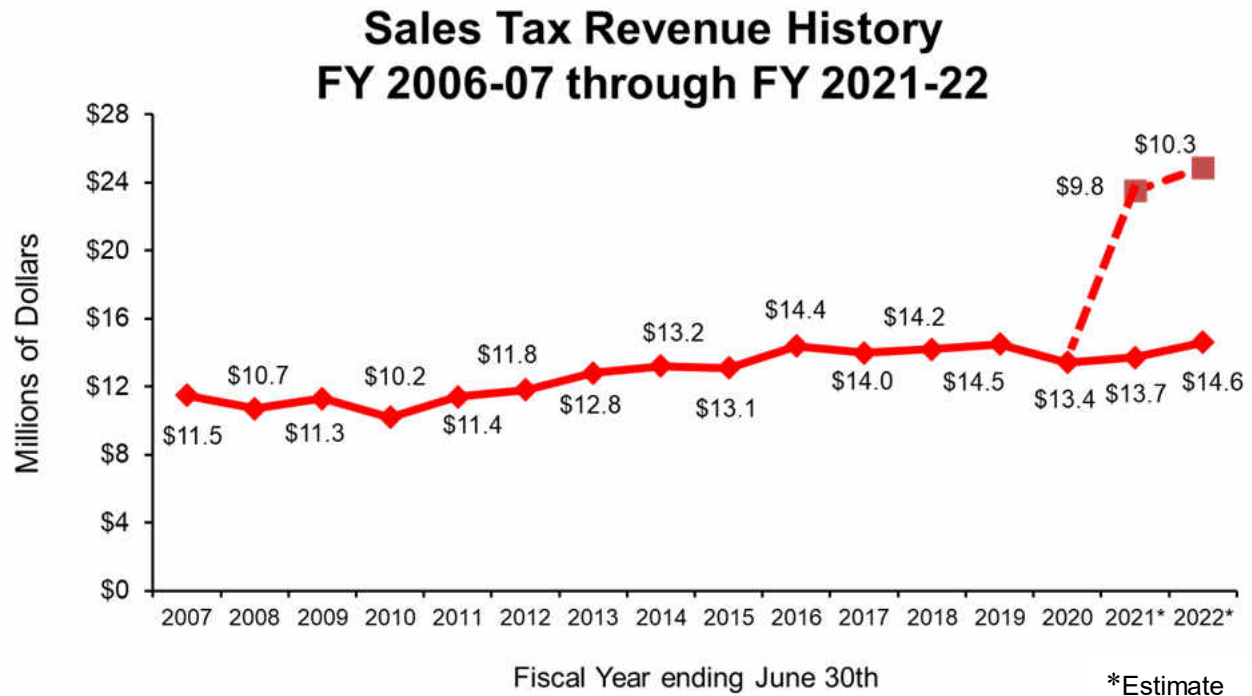
Following is a revenue chart graphically showing the anticipated revenues relative to other General Fund Revenues:

***FY 2021-22 General Fund Revenues: \$59.4 Million
(Amounts in millions below)***



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 significant declines were anticipated due to the COVID-19 pandemic, they were not as severe. In the FY 2021-22 Sales Tax (Bradley Burns) revenues are expected to be \$955,000 more than originally estimated. Sales Tax (Measure L) revenues are expected to be \$475,000 more than originally estimated.

Below is a chart with historical information going back to FY 2006-07:



Property Tax – The Revised Budget includes approximately \$6 million in Property Tax Revenues for FY 2021-22, in anticipation of about \$306,000 or 5.4% from the adopted budget. While the City of Lakewood receives a relatively small amount of revenue as a “low property tax” municipality, Property Tax is still one of the largest revenue sources available to the city.

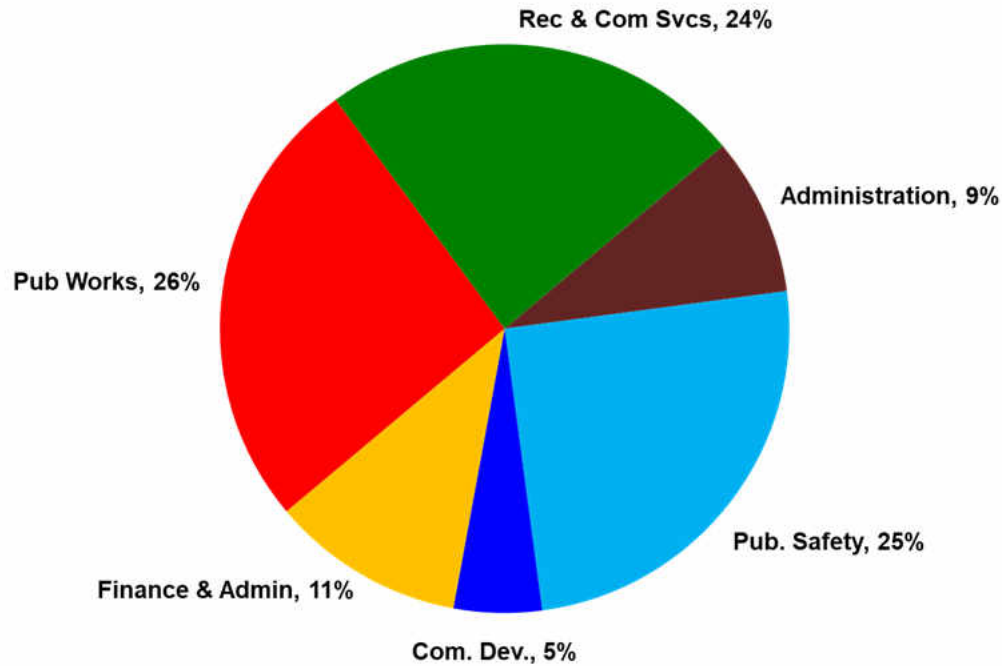
ERAF In-Lieu of MVLF - The City’s share of this State-administered swap for motor vehicle license fees continues to be a strong revenue source, rising at a modest pace of about 4% per year. We anticipate receiving \$10.2 million during FY 2021-22.

Expenditures / Uses

General Fund expenditures, fund transfers, and set-asides are expected to total approximately \$62.3 million in FY 2021-22, or about \$2.6 million more than the adopted budget. This is due to a number of items, including: a \$1.5 million increase in the CIP set-aside, higher CalPERS retirement contribution rates (\$156K), an increase in the refuse disposal contract (\$152K), the addition of a multi-cultural special event (\$105K), and the addition of a city crew dedicated to responding to illegal dumping service needs (\$80,000).

Departmental expenditures are estimated at \$59.3 million in FY 2021-22. The three largest department expenditure components (based on gross expenditures) are Public Works, Public Safety, and Recreation & Community Services. Following is a department expenditure chart for the upcoming year graphically showing the relative expenditure component for each department:

FY 2021-22 Departmental Expenditures - \$59.3 Million



WATER UTILITY FUND

For the FY 2021-22 Revised Budget, it is anticipated that there will be a \$809,828 surplus at year's end. While we anticipate revenues to remain strong, projected expenditures also are keeping pace.

	<u>Revised FY 2021-22</u>
Sources:	
<u>Revenues</u>	<u>\$ 14,357,480</u>
Total Sources	14,357,480
Uses:	
Departmental Expenditures	\$ 11,850,458
Transfers Out –	
<u>General Fund</u>	<u>1,795,700</u>
Total Uses	13,646,158
 Projected Surplus	 <u><u>\$ 711,322</u></u>

Revenues

During FY 2021-22 we are expecting Water Utility revenues to total almost \$14.4 million, or about 4.7% lower than the original estimate. This is due to lower than expected water sales in the city and to the City of Long Beach through our interconnect program.

Expenses / Uses

Water Utility expenses and fund transfers are expected to total about \$13.6 million in FY 2021-22. This is slightly lower (less than 1%) than the amount included in the adopted budget.

BUDGET CONCLUSION


The last 18 months have been quite eventful. Events and experiences have ranged from coping with a growing structural deficit, to seeing the passage of Measure L, the subsequent COVID-19 induced shutdown of much of our economy, and now the stronger-than-expected rebound of the city's main revenue generators. The city has endured and become stronger as a result of these experiences. The resilience of the community and the local economy has not only endured but thrived during these trying times, positioning the City to capitalize on the post-pandemic recovery. The ongoing stream of Measure L revenues offers great relief in knowing that additional resources will be available into the future to preserve the services that have been the hallmark of the Lakewood community. As we have historically, we will still remain vigilant in our efforts to maintain our prudent fiscal management, strong fiscal oversight, and "living within our means" approach to meeting the needs of today and on into the future.

Directors and, indeed, all staff in our organization take pride in the services we provide to the public and take seriously their charge of ever enhancing the quality of life of the people we serve. I am proud of the professionalism in which the organization has dealt with historic challenges of the last year plus. 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 Finance & 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, as we have a structurally balanced budget that allows the city to live within its means in a sustainable way. Nevertheless, we will continue to focus on essential services and strategies for maximizing quality and cost efficiency through cost controls, improved service delivery methods, and strategic investments in technology and employee training and development. With the City Council's continued leadership, we will provide the necessary fiscal stewardship to meet the current and future needs of the community.

RECOMMENDATION

It is recommended that the City Council provide input and consider adoption of the Revised Fiscal Year (FY) 2021-22 Budget at the Regular Meeting.


Thaddeus McCormack
City Manager

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Routine Items

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

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COUNCIL AGENDA

June 8, 2021

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				
	Raymundo Alvarez	Purchasing Clerk Accounting Technician	08A to 13A	05/17/2021
C. Separations	None			
2. PART-TIME EMPLOYEES				
A. Appointments	None			
B. Changes				
	Raul Flores	Maintenance Services Aide III Maintenance Services Aide IV	B to B	05/16/2021
	Richard Schmid	Community Services Leader IV Community Services Leader III	B to B	04/18/2021
	Valerie Vaca	Support Services Clerk I Support Services Clerk II	B to B	05/02/2021
C. Separations	Jaran Howard	Community Services Leader III	B	05/07/2021


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 5/20/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 102088 through 102171. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,723,396.28
1020	CABLE TV	809.81
1050	COMMUNITY FACILITY	282.45
1336	STATE COPS GRANT	20,287.38
1500	MISC-SPECIAL REVENUE FUND	5,635.00
3001	CAPITAL IMPROV PROJECT FUND	636,359.90
3070	PROPOSITION "C"	140.59
5020	CENTRAL STORES	1,222.88
5030	FLEET MAINTENANCE	26,289.32
7500	WATER UTILITY FUND	56,065.05
8020	LOCAL REHAB LOAN	128.50
		2,470,617.16

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
102088	05/13/2021	3199	EDCO WASTE SERVICES LLC	113,189.67	0.00	113,189.67
102089	05/20/2021	4644	AGRI-TURF DISTRIBUTING	284.09	0.00	284.09
102090	05/20/2021	2701	AIRE RITE A/C & REFRIGERATION INC	911.98	0.00	911.98
102091	05/20/2021	4684	AMAZON.COM LLC	1,075.83	0.00	1,075.83
102092	05/20/2021	58000	AMERICAN TRUCK & TOOL RENTAL INC	73.35	0.00	73.35
102093	05/20/2021	35016	ASSOCIATED SOILS ENGINEERING INC	1,935.00	0.00	1,935.00
102094	05/20/2021	4126	AUTOZONE PARTS INC	48.24	0.00	48.24
102095	05/20/2021	5158	BANNER BANK	31,475.36	0.00	31,475.36
102096	05/20/2021	5112	BELLFLOWER AUTOMOTIVE HECTOR	225.00	0.00	225.00
102097	05/20/2021	1025	C A C E 0	82.00	0.00	82.00
102098	05/20/2021	307	CALIF. STATE DISBURSEMENT UNIT	405.80	0.00	405.80
102099	05/20/2021	53983	CALIF STATE FRANCHISE TAX BOARD	103.25	0.00	103.25
102100	05/20/2021	6600	CALIFORNIA STATE DEPT OF JUSTICE	672.00	0.00	672.00
102101	05/20/2021	5244	CAMERON WELDING SUPPLY	2,094.21	0.00	2,094.21
102102	05/20/2021	40572	CHICAGO TITLE CO	100.00	0.00	100.00
102103	05/20/2021	45894	CINTAS CORPORATION	65.99	0.00	65.99
102104	05/20/2021	64932	CJ CONCRETE CONSTRUCTION INC	35,132.28	0.00	35,132.28
102105	05/20/2021	5368	CAMERON WELDING SUPPLY	354.38	0.00	354.38
102106	05/20/2021	5008	COLOR CARD ADMINISTRATOR CORP.	37.54	0.00	37.54
102107	05/20/2021	5553	CVENT. INC.	2,800.00	0.00	2,800.00
102108	05/20/2021	60797	DUTHIE POWER SERVICES INC	4,300.00	0.00	4,300.00
102109	05/20/2021	5551	EAST LONG BEACH POOL SUPPLY	150.38	0.00	150.38
102110	05/20/2021	5542	ECONOMIC & PLANNING SYSTEMS INC.	5,635.00	0.00	5,635.00
102111	05/20/2021	3199	EDCO WASTE SERVICES LLC	442,837.33	0.00	442,837.33
102112	05/20/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	108.29	0.00	108.29
102113	05/20/2021	4422	GARIBALDO'S NURSERY	176.40	0.00	176.40
102114	05/20/2021	65779	GOLDEN STATE WATER COMPANY	12,479.54	0.00	12,479.54
102115	05/20/2021	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
102116	05/20/2021	58838	HANSON AGGREGATES LLC	175.00	0.00	175.00
102117	05/20/2021	35477	HARA M LAWNMOWER CENTER	458.17	0.00	458.17
102118	05/20/2021	42031	HOME DEPOT	833.48	0.00	833.48
102119	05/20/2021	36589	IMMEDIATE MEDICAL CARE	290.00	0.00	290.00
102120	05/20/2021	4622	JHM SUPPLY INC	92.82	0.00	92.82
102121	05/20/2021	59873	JJS PALOMO'S STEEL INC	360.52	0.00	360.52
102122	05/20/2021	4180	JONES RICHARD D. A PROF LAW CORP	3,010.00	0.00	3,010.00
102123	05/20/2021	64510	KRAUSE. DIANN	182.38	0.00	182.38
102124	05/20/2021	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
102125	05/20/2021	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,040.00	0.00	2,040.00
102126	05/20/2021	18400	LAKEWOOD. CITY WATER DEPT	38,390.56	0.00	38,390.56
102127	05/20/2021	4783	LANDCARE HOLDINGS INC	7,807.92	0.00	7,807.92
102128	05/20/2021	4099	LEON'S TRANSMISSION SERVICES INC	113.90	0.00	113.90
102129	05/20/2021	2409	LIFTECH ELEVATOR SERVICES INC	780.00	0.00	780.00
102130	05/20/2021	19710	LINCOLN EQUIPMENT INC	1,004.78	0.00	1,004.78
102131	05/20/2021	3564	LONG BEACH. CITY OF	442.39	0.00	442.39

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
102132	05/20/2021	21600	LOS ANGELES CO SHERIFFS DEPT	1,036,231.30	0.00	1,036,231.30
102133	05/20/2021	60037	LOS ANGELES ENGINEERING. INC	598,031.79	0.00	598,031.79
102134	05/20/2021	59113	MACRO AUTOMATICS	15,572.55	0.00	15,572.55
102135	05/20/2021	4705	MAG-TROL. INC.	2,873.80	0.00	2,873.80
102136	05/20/2021	4887	MATHESON TRI-GAS. INC.	840.97	0.00	840.97
102137	05/20/2021	23130	MC MASTER-CARR SUPPLY CO	163.01	0.00	163.01
102138	05/20/2021	62904	NORTHERN SAFETY CO INC	621.81	0.00	621.81
102139	05/20/2021	4443	O'REILLY AUTOMOTIVE STORES INC	116.39	0.00	116.39
102140	05/20/2021	48035	OCAJ INC	28.50	0.00	28.50
102141	05/20/2021	47554	OFFICE DEPOT BUSINESS SVCS	561.16	0.00	561.16
102142	05/20/2021	65659	PHASE II SYSTEMS INC	2,903.05	0.00	2,903.05
102143	05/20/2021	4719	JOYCE LOU. INC.	863.02	0.00	863.02
102144	05/20/2021	5360	PAYMENTUS CORPORATION	16,539.14	0.00	16,539.14
102145	05/20/2021	3888	UAG CERRITOS I. LLC	7.35	0.00	7.35
102146	05/20/2021	3931	PROVIDENCE MEDICAL INSTITUE	252.00	0.00	252.00
102147	05/20/2021	39640	RAYVERN LIGHTING SUPPLY CO INC	455.79	0.00	455.79
102148	05/20/2021	45437	S & J SUPPLY CO	1,358.20	0.00	1,358.20
102149	05/20/2021	63960	SOUTHERN COUNTIES OIL CO	20,277.18	0.00	20,277.18
102150	05/20/2021	47141	STEARNS CONRAD & SCHMIDT CONSLT ENG	400.00	0.00	400.00
102151	05/20/2021	3153	SECTRAN SECURITY INC	158.86	0.00	158.86
102152	05/20/2021	59218	SIERRA INSTALLATIONS INC	7,557.50	0.00	7,557.50
102153	05/20/2021	5230	SITEONE LANDSCAPE SUPPLY. LLC	174.69	0.00	174.69
102154	05/20/2021	29100	SNAP-ON INDUSTRIAL	415.05	0.00	415.05
102155	05/20/2021	26900	SO CALIF SECURITY CENTERS INC	296.29	0.00	296.29
102156	05/20/2021	29400	SOUTHERN CALIFORNIA EDISON CO	10,706.88	0.00	10,706.88
102157	05/20/2021	4026	SPASEFF TED C	62.50	0.00	62.50
102158	05/20/2021	5278	THE TECHNOLOGY DEPOT	5,954.61	0.00	5,954.61
102159	05/20/2021	5297	THURSTON ELEVATOR CONCEPTS. INC.	280.00	0.00	280.00
102160	05/20/2021	5549	TRIUMVIRATE ENVIRONMENTAL SERVICES. INC.	8,257.56	0.00	8,257.56
102161	05/20/2021	5284	UNIFIRST CORPORATION	23.61	0.00	23.61
102162	05/20/2021	49848	USA BLUE BOOK A DIVISION OF	132.76	0.00	132.76
102163	05/20/2021	64652	CELLCO PARTNERSHIP	3,630.00	0.00	3,630.00
102164	05/20/2021	4073	SCHUPBACH DAVID SHANE	809.81	0.00	809.81
102165	05/20/2021	2416	WAIT. STUART	4,608.00	0.00	4,608.00
102166	05/20/2021	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
102167	05/20/2021	3943	WATERLINE TECHNOLOGIES INC	2,888.83	0.00	2,888.83
102168	05/20/2021	17640	WAXIE ENTERPRISES INC	118.84	0.00	118.84
102169	05/20/2021	37745	WESTERN EXTERMINATOR CO	282.45	0.00	282.45
102170	05/20/2021	35146	WILLDAN ASSOCIATES	6,852.75	0.00	6,852.75
102171	05/20/2021	3699	GANNON. DEBRA K.	40.00	0.00	40.00
Totals:				<u>2,470,617.16</u>	<u>0.00</u>	<u>2,470,617.16</u>

**CITY OF LAKEWOOD
FUND SUMMARY 5/27/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 102172 through 102255. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	215,162.13
1020	CABLE TV	1,588.61
1030	CDBG CURRENT YEAR	3,125.00
1050	COMMUNITY FACILITY	9,442.91
1622	LA CNTY MEASURE M	68,682.59
1623	LA CNTY MEASURE W	2,492.00
3001	CAPITAL IMPROV PROJECT FUND	231.27
3070	PROPOSITION "C"	1,278.40
5010	GRAPHICS AND COPY CENTER	997.73
5020	CENTRAL STORES	3,401.35
5030	FLEET MAINTENANCE	3,870.64
7500	WATER UTILITY FUND	243,421.67
8020	LOCAL REHAB LOAN	5,097.30
8030	TRUST DEPOSIT	100.00
		558,891.60

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
102172	05/27/2021	4644	AGRI-TURF DISTRIBUTING	677.64	0.00	677.64
102173	05/27/2021	2701	AIRE RITE A/C & REFRIGERATION INC	1,406.06	0.00	1,406.06
102174	05/27/2021	4763	ALBANO'S PLUMBING. INC.	325.00	0.00	325.00
102175	05/27/2021	4684	AMAZON.COM LLC	1,117.68	0.00	1,117.68
102176	05/27/2021	46678	AUTOLIFT SERVICES INC	1,155.43	0.00	1,155.43
102177	05/27/2021	59748	BIG STUDIO INC	77.18	0.00	77.18
102178	05/27/2021	4800	BISHOP COMPANY	1,071.40	0.00	1,071.40
102179	05/27/2021	48469	BURWELL MICHAEL RAY	860.00	0.00	860.00
102180	05/27/2021	5528	SEMA. INC.	366.05	0.00	366.05
102181	05/27/2021	43135	CERRITOS. CITY OF	39,355.80	0.00	39,355.80
102182	05/27/2021	45894	CINTAS CORPORATION	131.10	0.00	131.10
102183	05/27/2021	57070	CITY LIGHT & POWER LKWD INC	8,190.00	0.00	8,190.00
102184	05/27/2021	64932	CJ CONCRETE CONSTRUCTION INC	68,682.59	0.00	68,682.59
102185	05/27/2021	4654	BRAGG INVESTMENT COMPANY. INC.	117.27	0.00	117.27
102186	05/27/2021	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
102187	05/27/2021	4911	DG INVESTMENT INTERMEDIATE HOLDINGS 2. INC	23,585.09	0.00	23,585.09
102188	05/27/2021	5194	CUOMO. BIAGIO	20.95	0.00	20.95
102189	05/27/2021	4498	DELTA DENTAL INSURANCE COMPANY	1,081.89	0.00	1,081.89
102190	05/27/2021	56889	DELTA DENTAL OF CALIFORNIA	7,833.80	0.00	7,833.80
102191	05/27/2021	27200	DICKSON R F CO INC	2,170.00	0.00	2,170.00
102192	05/27/2021	3213	DIRECTV INC	35.00	0.00	35.00
102193	05/27/2021	4660	ZW USA INC.	307.34	0.00	307.34
102194	05/27/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	122.22	0.00	122.22
102195	05/27/2021	3946	FERGUSON ENTERPRISES INC	961.70	0.00	961.70
102196	05/27/2021	5519	FOOTHILL COMMUNICATIONS. INC.	2,932.16	0.00	2,932.16
102197	05/27/2021	34845	GLASBY MAINTENANCE SUPPLY CO	27.56	0.00	27.56
102198	05/27/2021	4692	GOLDEN SANDS CHORUS	400.00	0.00	400.00
102199	05/27/2021	33150	GRAINGER W W INC	160.16	0.00	160.16
102200	05/27/2021	5257	GRANITE TELECOMMUNICATIONS. LLC	85.08	0.00	85.08
102201	05/27/2021	35477	HARA M LAWNMOWER CENTER	454.69	0.00	454.69
102202	05/27/2021	42031	HOME DEPOT	2,832.03	0.00	2,832.03
102203	05/27/2021	65891	HUMAN SERVICES ASSOCIATION	750.00	0.00	750.00
102204	05/27/2021	4622	JHM SUPPLY INC	446.31	0.00	446.31
102205	05/27/2021	59873	JJS PALOMO'S STEEL INC	562.28	0.00	562.28
102206	05/27/2021	42359	JOHNSTONE SUPPLY INC	310.17	0.00	310.17
102207	05/27/2021	4180	JONES RICHARD D. A PROF LAW CORP	17,155.00	0.00	17,155.00
102208	05/27/2021	2956	KICK IT UP KIDZ. LLC	341.25	0.00	341.25
102209	05/27/2021	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
102210	05/27/2021	18550	LAKEWOOD. CITY OF	100.00	0.00	100.00
102211	05/27/2021	18400	LAKEWOOD. CITY WATER DEPT	1,901.07	0.00	1,901.07
102212	05/27/2021	36844	LA COUNTY DEPT OF PUBLIC WORKS	16,425.74	0.00	16,425.74
102213	05/27/2021	5023	MAJOR LEAGUE MUSIC. INC.	125.00	0.00	125.00
102214	05/27/2021	58414	MANAGED HEALTH NETWORK	361.57	0.00	361.57
102215	05/27/2021	5359	MUELLER WATER PRODUCTS. INC.	3,056.40	0.00	3,056.40

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
102216	05/27/2021	5547	MURRAYSMITH. INC.	148,525.17	0.00	148,525.17
102217	05/27/2021	4190	NATIONAL UNION FIRE INSURANCE CO	516.20	0.00	516.20
102218	05/27/2021	4443	O'REILLY AUTOMOTIVE STORES INC	1,134.27	0.00	1,134.27
102219	05/27/2021	47554	OFFICE DEPOT BUSINESS SVCS	629.89	0.00	629.89
102220	05/27/2021	43079	ORKIN SERVICES OF CALIFORNIA. INC.	80.00	0.00	80.00
102221	05/27/2021	50512	PATHWAYS VOLUNTEER HOSPICE	750.00	0.00	750.00
102222	05/27/2021	1615	PFM ASSET MANAGEMENT LLC	3,139.88	0.00	3,139.88
102223	05/27/2021	1919	POLLARD JOSEPH G COMPANY INC	301.12	0.00	301.12
102224	05/27/2021	4330	RON'S MAINTENANCE INC	2,492.00	0.00	2,492.00
102225	05/27/2021	4956	ROSS AVIATION INVESTMENT. LLC	5,640.78	0.00	5,640.78
102226	05/27/2021	65297	S.T.E.A.M.	4,346.68	0.00	4,346.68
102227	05/27/2021	4309	SAFESHRED	75.00	0.00	75.00
102228	05/27/2021	5197	SIGNAL HILL AUTO ENTERPRISES INC.	1,058.40	0.00	1,058.40
102229	05/27/2021	2177	SINDAHA SAMIR	4,500.00	0.00	4,500.00
102230	05/27/2021	26900	SO CALIF SECURITY CENTERS INC	197.65	0.00	197.65
102231	05/27/2021	29400	SOUTHERN CALIFORNIA EDISON CO	74,395.43	0.00	74,395.43
102232	05/27/2021	29500	SOUTHERN CALIFORNIA GAS CO	12,902.15	0.00	12,902.15
102233	05/27/2021	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,192.52	0.00	4,192.52
102234	05/27/2021	49529	SPICERS PAPER INC	592.19	0.00	592.19
102235	05/27/2021	37930	STANDARD INSURANCE CO UNIT 22	2,381.60	0.00	2,381.60
102236	05/27/2021	37930	STANDARD INSURANCE CO UNIT 22	9,200.66	0.00	9,200.66
102237	05/27/2021	60792	STEPHENS. ERIC	655.20	0.00	655.20
102238	05/27/2021	4873	TRANSAMERICA LIFE INSURANCE COMPANY	1,590.40	0.00	1,590.40
102239	05/27/2021	60685	TURF STAR	339.49	0.00	339.49
102240	05/27/2021	1437	U S BANK NATIONAL ASSOCIATION	31,135.82	0.00	31,135.82
102241	05/27/2021	5284	UNIFIRST CORPORATION	23.61	0.00	23.61
102242	05/27/2021	5395	USPS-POC	25,000.00	0.00	25,000.00
102243	05/27/2021	57135	VISION SERVICE PLAN	4,443.73	0.00	4,443.73
102244	05/27/2021	3943	WATERLINE TECHNOLOGIES INC	2,720.65	0.00	2,720.65
102245	05/27/2021	17640	WAXIE ENTERPRISES INC	825.22	0.00	825.22
102246	05/27/2021	1939	WAYNE HARMEIER INC	158.78	0.00	158.78
102247	05/27/2021	4501	WEST COAST SAND AND GRAVEL. INC.	1,610.18	0.00	1,610.18
102248	05/27/2021	37745	WESTERN EXTERMINATOR CO	114.75	0.00	114.75
102249	05/27/2021	50058	WHITE HOUSE FLORIST INC	100.00	0.00	100.00
102250	05/27/2021	5319	WILBER. BILL	30.00	0.00	30.00
102251	05/27/2021	3699	BLOCKER. DANNY	2,586.01	0.00	2,586.01
102252	05/27/2021	3699	CERVANTES. KYLIE	83.00	0.00	83.00
102253	05/27/2021	3699	EWASKEY. KELLEY	93.21	0.00	93.21
102254	05/27/2021	3699	OMAR'S GARAGE DOORS	597.30	0.00	597.30
102255	05/27/2021	3699	SUTTON. SAMANTHA	30.00	0.00	30.00
Totals:				558,891.60	0.00	558,891.60

**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER MAY 2021**

ACH date	Amount	Recipient	Purpose	Period
5/6/21	\$103,259.18	CalPERS	PERS contributon	Apr 4-17, 2021
5/6/21	\$70.24	CalPERS	Replacement Benefit Contribution	Apr 2021
5/5/21	\$99,675.45	IRS via F&M	Fed taxes	Apr 18-May 1, 2021
5/6/21	\$3,580.00	F&A Fed C/U	employee savings account	Apr 18-May 1, 2021
5/6/21	\$6,422.00	Southland C/U	employee savings account	Apr 18-May 1, 2021
5/6/21	\$27,676.61	EDD	State taxes	Apr 18-May 1, 2021
5/7/21	\$2,273.36	MidAmerica	ARS aka APPLE	Apr 18-May 1, 2021
5/7/21	\$18,766.40	VOYA	VOYA 401(a)	Apr 18-May 1, 2021
5/7/21	\$3,425.00	PARS via U.S. Bank	excess stackable plan	Apr 18-May 1, 2021
5/7/21	\$5,248.84	PARS via U.S. Bank	stackable plan	Apr 18-May 1, 2021
5/7/21	\$28,432.70	VOYA	VOYA 457 & ROTH	Apr 18-May 1, 2021
5/13/21	\$103,161.99	CalPERS	PERS contribution	Apr 18-May 1, 2021
5/18/21	\$25,005.91	MidAmerica	HRA aka CEMRB	May 2021
5/19/21	\$98,385.43	IRS via F&M	Fed taxes	May 2-15, 2021
5/20/21	\$3,580.00	F&A Fed C/U	employee savings account	May 2-15, 2021
5/20/21	\$6,422.00	Southland C/U	employee savings account	May 2-15, 2021
5/20/21	\$27,330.86	EDD	State taxes	May 2-15, 2021
5/20/21	\$2,402.22	MidAmerica	ARS aka APPLE	May 2-15, 2021
5/20/21	\$19,016.28	VOYA	VOYA 401(a)	May 2-15, 2021
5/20/21	\$8,699.44	PARS via U.S. Bank	stackable plan	May 2-15, 2021
5/20/21	\$26,702.70	VOYA	VOYA 457 & ROTH	May 2-15, 2021
5/20/21	\$355.39	IRS via F&M	Fed taxes - special warrant	May 2-15, 2021
5/21/21	\$42.12	EDD	State taxes (special warrant)	May 2-15, 2021
5/21/21	\$59,984.26	City Light & Power	monthly maint fee	May 2021
5/21/21	\$104,892.06	CalPERS	PERS contributon	May 2-15, 2021
5/26/21	\$107,020.32	CalPERS	PERS Health	Jun 2021
5/28/21	\$644.40	CalPERS	PERS contributon	May 2-15, 2021

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committee: Community Promotions Committee.

STATEMENT OF FACT

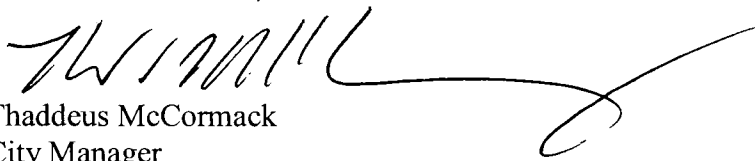
On Thursday, May 6, 2021, the Community Promotions Committee met and discussed:

Alternative options in lieu of the Civic Center Block Party, which was canceled due to restrictive health and safety protocols provided by Los Angeles County Public Health, were discussed. Neighborhood block parties were also discussed and staff proposed that the committee allow residents to host neighborhood block parties on July 4 with no more than 200 people in attendance. Residents would be required to wear masks and maintain social distancing.

The Committee directed staff to:

- 1) Proceed with the concept of offering three simultaneous fireworks displays throughout the city on Friday, July 2, 2021 in lieu of a large-scale Civic Center block Party event.
- 2) Proceed with allowing residents to host neighborhood block parties on July 4 as proposed.

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


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Low-Income Exemption from Utility Users Tax

INTRODUCTION

The City Council has established certain classes of exemptions from the Utility Users Tax, including service users who qualify for low-income exemptions.

STATEMENT OF FACT

Resolution No. 92-36, which established a low-income exemption based on a service user’s total annual income and household size, was last amended on May 26, 2020 by Resolution No. 2020-17. Said resolution updated eligibility income criteria, as defined by the California Public Utilities Commission (CPUC). Likewise, the attached resolution increases the amount of annual income to be used in determining exemption criteria from the utility users tax effective June 1, 2021. Adoption of this resolution will align the income criteria used by the City to the current levels as set by the CPUC.


The table below illustrates the various income limits (depending on the household size) over the last three years and the percentage increases.

Household Size	2019 Income Limit		2020 Income Limit		2021 Income Limit
1-2	\$33,820	1.95%	\$ 34,480	1.04%	\$ 34,840
3	\$42,660	1.83%	\$ 43,440	1.10%	\$ 43,920
4	\$51,500	1.75%	\$ 52,400	1.15%	\$ 53,000
5	\$60,340	1.69%	\$ 61,360	1.17%	\$ 62,080
6	\$69,180	1.65%	\$ 70,320	1.19%	\$ 71,160
7	\$78,020	1.61%	\$ 79,280	1.21%	\$ 80,240
8	\$86,860	1.59%	\$ 88,240	1.22%	\$ 89,320
Each additional	\$8,840	1.36%	\$ 8,960	1.34%	\$ 9,080

Income limits are effective June 1, 2021 through May 31, 2022.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution pertaining to the low-income exemption of the utility users tax.


 Jose Gomez
 Director of Finance and Administrative Services


 Thaddeus McCormack
 City Manager

RESOLUTION NO. 2021-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING RESOLUTION NO. 92-36 PERTAINING TO THE LOW-INCOME EXEMPTION OF THE UTILITY USERS TAX

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

SECTION 1. Section 1.F. of Resolution No. 92-36 establishing classes of exemption from the Utility Users Tax is hereby amended to read as follows:

- F. Any individual service user who has qualified for Low-Income Exemption in the form and manner established in writing by the Director of Finance and Administrative Services, where said service user's total annual income for the number of persons in the service user's household is not more than the following:

Number of Persons in Household	Total Annual Household Income cannot be more than:
1-2	\$34,840
3	\$43,920
4	\$53,000
5	\$62,080
6	\$71,160
7	\$80,240
8	\$89,320
Each additional person add	\$9,080

SECTION 2. Resolution No. 2020-17 of the City Council of the City of Lakewood, amending Resolution No. 92-36 pertaining to Low-Income Exemption of the Utility Users Tax, is hereby repealed.

SECTION 3. Except as amended Resolution No. 92-36 is hereby reaffirmed in all other aspects, and this Resolution shall be effective June 1, 2021.

ADOPTED AND APPROVED THIS 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Hardship Waiver for Low-Income Exemption

INTRODUCTION

Over the years, the City has maintained a Hardship Waiver for the administrative or parking citation hearing procedure fee based on the low-income guidelines issued each year in the Federal Register by the U.S. Department of Health and Human Services (HHS).

STATEMENT OF FACT

The Hardship Waiver utilizes a low-income eligibility table based on annually published federal guidelines, which lists households’ total annual income and household size eligible for waiver. See table below, including percentage increases by household size.

The attached resolution establishes the amount of annual household income to be used in determining eligibility for a hardship waiver. Therefore, qualifying individuals do not have to pay the citation prior to being granted a hearing.

Household Size	2019 Income Limit		2020 Income Limit		2021 Income Limit
1-2	\$33,820	1.95%	\$ 34,480	1.04%	\$ 34,840
3	\$42,660	1.83%	\$ 43,440	1.10%	\$ 43,920
4	\$51,500	1.75%	\$ 52,400	1.15%	\$ 53,000
5	\$60,340	1.69%	\$ 61,360	1.17%	\$ 62,080
6	\$69,180	1.65%	\$ 70,320	1.19%	\$ 71,160
7	\$78,020	1.61%	\$ 79,280	1.21%	\$ 80,240
8	\$86,860	1.59%	\$ 88,240	1.22%	\$ 89,320
Each additional	\$8,840	1.36%	\$ 8,960	1.34%	\$ 9,080

Income limits are effective June 1, 2021 through May 31, 2022.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution pertaining to the hardship waiver for granting an administrative hearing regarding an administrative or parking citation.

Jose Gomez
Director of Finance and Administrative Services

Thaddeus McCormack
City Manager

RESOLUTION NO. 2021-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ESTABLISHING A HARDSHIP WAIVER FROM ONE OF THE REQUIREMENTS FOR AN ADMINISTRATIVE HEARING REGARDING AN ADMINISTRATIVE OR PARKING CITATION

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

SECTION 1. The City Council does hereby find and determine that any individual who has submitted for a Hardship Waiver in the form and manner established in writing by the Director of Finance and Administrative Services, where said individual's total annual income for the number of persons in the individual's household is not more than the following shall be eligible for a hardship waiver; this waiver relieves the individual of the requirement that the parking or administrative citation must be paid prior to being granted an administrative hearing:

Number of Persons in Household	Total Annual Household Income cannot be more than:
1-2	\$34,840
3	\$43,920
4	\$53,000
5	\$62,080
6	\$71,160
7	\$80,240
8	\$89,320
Each additional person add	\$9,080

SECTION 2. Resolution No. 2020-18 of the City Council of the City of Lakewood, pertaining to the establishment of a Low-Income level for determining Hardship Waiver, is hereby repealed.

SECTION 3. This Resolution shall be effective June 1, 2021.

ADOPTED AND APPROVED THIS 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: 2021 Permit Applications for Sale of Fireworks

INTRODUCTION

Sections 3105 through 3106 of the Lakewood Municipal Code identify the requirements to be met and the procedures to be followed by applicants for a permit to sell fireworks. Since the Fire Prevention Ordinance was amended in 2002, the number of firework stand permits has declined from 36 in 2002 to 25 in 2021.

STATEMENT OF FACT

Twenty-five (25) organizations have applied for firework stand permits for the 2021 4th of July season. The stands have remained in the same locations as last year and all organizations have submitted the proper documentation, as required by the Fire Prevention Code. Attached is a summary indicating the name of the organizations, the use of profits by the organizations, a map of the proposed stand locations, and a copy of the Fire Prevention Ordinance.

2020 RECAP AND COVID-19 RESPONSE

Last year due to health concerns over the COVID-19 pandemic expressed by some non-profit organizations, the Lakewood City Council granted non-profit organizations the option to opt-out of their 2020 firework stand permit. They were allowed to do so without losing their grandfathered status granted to them by the Lakewood Municipal Code (Section 3105.3). The following grandfathered organizations elected to opt-out in 2020 and were replaced on a one-time basis.

2020 Opt-Out	One-Time Replacement	Stand Location
Lakewood Women’s Club	Lakewood H.S. Wrestling	2710 Del Amo Blvd.
Lakewood Pan Am Festival	Cityline Church	2615 Carson St.
Lakewood Lions Club	Mayfair H.S Wrestling	20137 Pioneer Blvd.
Temple Beth Zion Sinai	Mayfair H.S. Baseball	5505 Carson St.
Lakewood Education Foundation	L.A.S.D. Explorers Post #804	6905 Carson St.

2021 ORGANIZATIONS

At their January 19, 2021 meeting, the Public Safety Committee directed staff to follow the same firework stand process due to the on-going COVID-19 pandemic as staff followed in 2020. The City Council passed another ordinance extending the grandfathered status of organizations electing to opt-out due to COVID-19 and staff contacted all 25 grandfathered organizations notifying them of their option to opt-out due to COVID. Only one organization, the Lakewood Lions, elected to opt-out of the 2021 firework season.

Staff held a drawing conducted by the City Clerk of the five organizations on the City's interest list to serve as a one-time replacement for the Lakewood Lions. The drawing was held on April 28, 2021 and the organization selected was the Los Angeles County Sheriff's Department Explorers Post #804 who also served as a one-time replacement last year for the 2020 firework season. All their paperwork has been submitted along with the other 24 grandfathered organizations who are returning for the 2021 season.

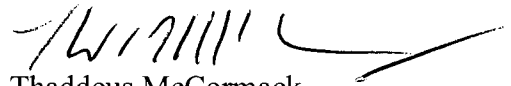
	Organization	2021 Location	Notes
1	Artesia H.S. Band Boosters	12108 Del Amo Blvd	Artesia HS
2	Artesia H.S. Baseball	12108 Del Amo Blvd	Artesia HS
3	Artesia H.S. Cheerleaders	5819 Bellflower Blvd	Bellflower/South - 7/11
4	Artesia H.S. Football Boosters	4117 Candlewood St	Candlewood/Lakewood - Kinkos
5	Greater Lakewood Chamber of Commerce	2770 Carson St	Carson/Paramount - Walmart
6	L.A.S.D. Explorers Post #804	20137 Pioneer Blvd	Del Amo/Pioneer - H Mart
7	Lakewood Garden Civic Assc.	5386 Cherry Ave	Cherry/Candlewood - El Pollo Loco
8	Lakewood H.S. Grad Nite Boosters	4909 Paramount Blvd	Paramount/ Del Amo - CVS
9	Lakewood Jaycees	5267 Paramount Blvd	Paramount/Candlewood - EconoLube
10	Lakewood Jr. Pacific Football	5951 Del Amo Blvd	Woodruff/Del Amo - Ralphs
11	Lakewood Knights of Columbus	4265 Woodruff Ave	Harvey/Woodruff - Sprouts
12	Lakewood Little League	4906 Candlewood St	Candlewood/Clark - Black Angus
13	Lakewood Pan Am Festival	2615 Carson St	Carson/Paramount - 7/11
14	Lakewood Rotary Club	4907 Del Amo Blvd	Del Amo/Graywood - Albertsons
15	Lakewood School Committee	6905 Carson Street	Carson/Los Coyotes - Tropical Fish
16	Lakewood Women's Club	2710 Del Amo Blvd	Del Amo/Paramount - Carl's Jr
17	Life Center Assembly of God	6022 Candlewood St.	Candlewood - Life Center Church
18	Little League Baseball District 38	6419 Del Amo Blvd	Del Amo/Palo Verde - 7/11
19	Mayfair H.S. Band Boosters	4136 South St	South/Lakewood - Strip Mall by JitB
20	Mayfair H.S. Football Boosters	5510 Woodruff Ave	Woodruff/South - Vons
21	Mayfair H.S. Grad Night Boosters	5223 Bigelow St	South/Fiddler - Stephen Foster
22	Mayfair H.S. Pep Squad Boosters	6000 Woodruff Ave	Woodruff/Allington - Mayfair High
23	Royal Rangers-Orange Section	6440 South St	South/Palo Verde - OSH
24	Temple Beth Zion Sinai	5505 Carson St	Carson/Bellflower - CVS
25	Weingart-Lakewood YMCA	4139 Woodruff Ave	Woodruff/Carson - Alin Party

RECOMMENDATION

It is recommended the City Council approve the applications for firework stand permits for the 25 organizations listed above, and authorize staff to issue permits for temporary fireworks stands to these organizations.



Jose Gomez
Director of Finance and Administrative Services

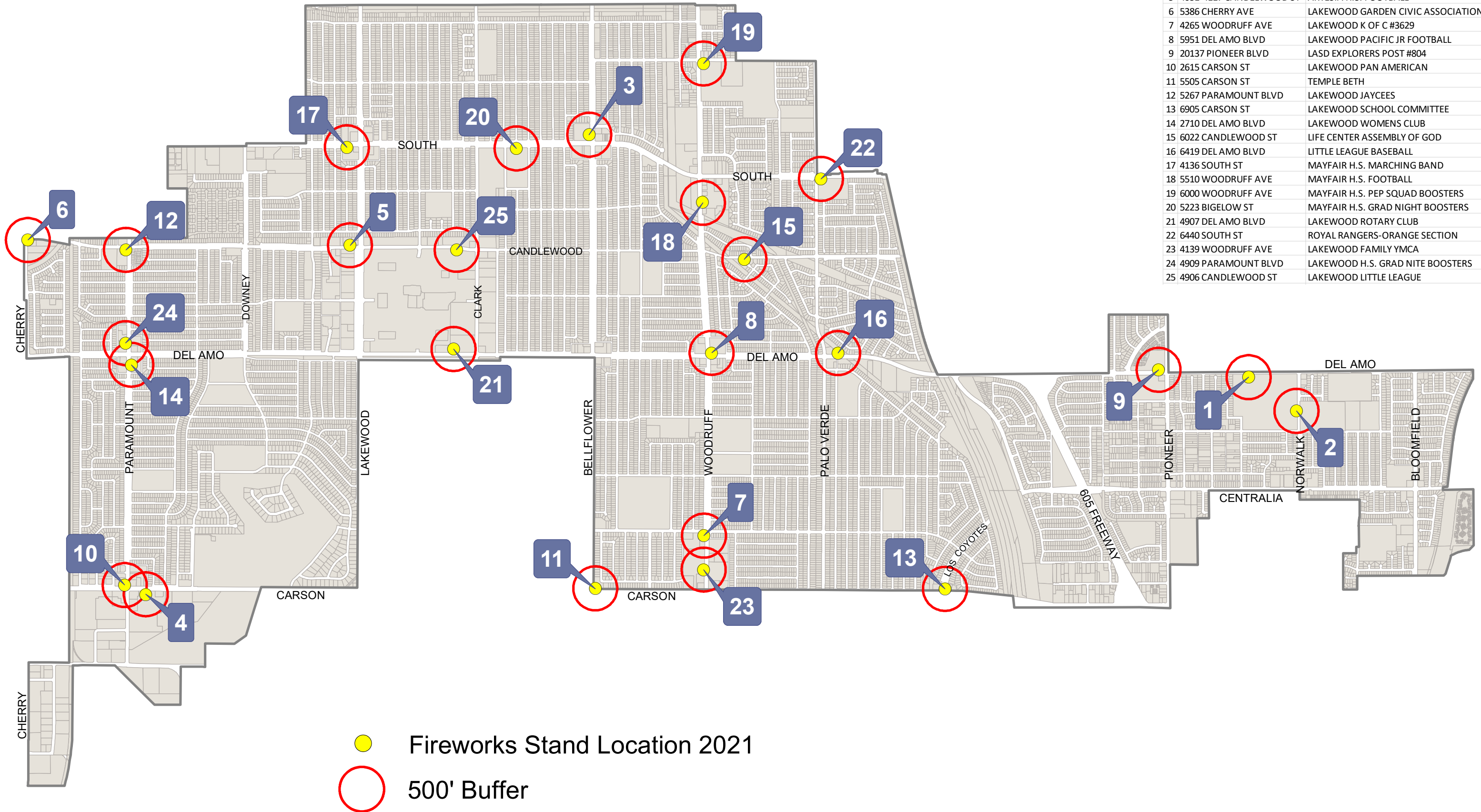


Thaddeus McCormack
City Manager

FIREWORKS 2021
Net Profit Summary

<u>Organization</u>	<u>Net Profit 2019</u>	<u>Net Profit 2020</u>	<u>Difference</u>	<u>Use</u>
1 Artesia H.S. Band Boosters	\$ 9,676.00	\$ 8,290.00	\$ (1,386.00)	35% Instruments - 30% Uniform cleaning - 25% Coaches - 10% Entry fees
2 Artesia H.S. Baseball Boosters	\$ 5,850.00	\$ 5,895.00	\$ 45.00	25% Baseballs - 25% Uniforms 25% Field maint - 25% Umpire fees
3 Artesia H.S. Cheerleaders	\$ 15,017.00	\$ 14,384.00	\$ (633.00)	50% Camp - 40% Uniforms - 10% Trophys
4 Artesia H.S. Football	\$ 12,100.00	\$ 8,463.00	\$ (3,637.00)	50% Uniforms - 25% Helmets -15% Cleaning - 10% Audio Equipment
5 Cityline Church (Lakewood Pan Am Festival)	\$ 15,442.49	\$ 23,753.00	\$ 8,310.51	100% Church operating budget
6 Greater Lakewood Chamber of Commerce	\$ 26,913.54	\$ 29,988.00	\$ 3,074.46	100% Business & Community Development
7 L.A.S.D Explorers (Lakewood School Committee)	\$ 25,567.00	\$ 14,792.00	\$ (10,775.00)	100% training, equipment, and competitions
8 Lakewood Garden Civic Association	\$ 17,528.90	\$ 24,169.00	\$ 6,640.10	100% Upkeep of LCGA Clubhouse and Pool
9 Lakewood H.S. Grad Night	\$ 11,790.00	\$ 16,374.00	\$ 4,584.00	90% Food, Tickets, Transportation - 10% Sponsorships
10 Lakewood H.S. Wrestling (Lakewood Women's Club)	\$ 11,109.00	\$ 6,300.00	\$ (4,809.00)	50% Tournament fees - 10% Uniforms - 20% Cleaning/sanitation - 20% Equipment
11 Lakewood Jaycees	\$ 9,221.00	\$ 6,971.00	\$ (2,250.00)	5% Project Shepard - 60% Miss Greater Lakewood - 30% Membership Fees - 5% Lakewood school committee
12 Lakewood Knights of Columbus	\$ 36,565.00	\$ 29,919.00	\$ (6,646.00)	25% Scholarships - 25% Church - 25% Vocation - 25% Support of past members
13 Lakewood Little League	\$ 20,309.00	\$ 18,120.00	\$ (2,189.00)	100% Field Upkeep, Equipment
14 Lakewood Pacific Junior Football	\$ 7,562.00	\$ 14,372.00	\$ 6,810.00	25% Uniforms - 25% Equipment - 25% Fields - 25% Other Misc.
15 Lakewood Rotary	\$ 24,015.00	\$ 19,886.00	\$ (4,129.00)	35% Scholarships - 65% Donations
16 Life Center Assembly of God	\$ 13,983.00	\$ 9,127.00	\$ (4,856.00)	40% Missions - 20% Youth Camp - 40% Purchase Bibles
17 Little League Baseball District #38	\$ 10,620.00	\$ 16,916.00	\$ 6,296.00	50% Uniforms - 50% Awards
18 Mayfair H.S. Baeball (Temple Beth Zion-Sinai)	\$ 7,786.98	\$ 15,803.00	\$ 8,016.02	25% Baseballs - 25% Uniforms 25% Field maint - 25% Umpire fees
19 Mayfair H.S. Band Boosters	\$ 25,739.00	\$ 7,594.00	\$ (18,145.00)	50% Instruments - 30% Music - 20% Entry Fees
20 Mayfair H.S. Football Boosters	\$ 7,606.00	\$ 10,922.00	\$ 3,316.00	100% Uniforms
21 Mayfair H.S. Grad Night	\$ 20,812.00	\$ 13,894.00	\$ (6,918.00)	100% Grad Night
22 Mayfair H.S. Pep Squad	\$ 28,936.00	\$ 25,287.00	\$ (3,649.00)	70% Uniforms - 10% Transportation - 10% Equipment - 10% Entry Fees
23 Mayfair H.S. Wrestling (Lakewood Lions Club)	\$ 8,440.26	\$ 11,779.00	\$ 3,338.74	50% Tournament fees - 10% Uniforms - 20% Cleaning/sanitation - 20% Equipment
24 Royal Rangers-Orange Section	\$ 13,989.00	\$ 15,071.00	\$ 1,082.00	60% Camp - 40% Equipment
25 Weingart Lakewood Family YMCA	\$ 32,544.47	\$ 37,840.00	\$ 5,295.53	25% Scholarships - 25% Youth Programs - 25% Day Camp - 25% Scholarship Assist.
TOTAL	\$ 419,122.64	\$ 405,909.00	\$ (13,213.64)	

ID	ADDRESS	ORGANIZATION
1	12108 DEL AMO BLVD	ARTESIA H.S. BAND BOOSTERS
2	12108 DEL AMO BLVD	ARTESIA H.S. BASEBALL
3	5819 BELLFLOWER BLVD	ARTESIA H.S. CHEERLEADERS
4	2770 CARSON ST	CHAMBER OF COMMERCE
5	4031-4117 CANDELWOOD ST	ARTESIA H.S. FOOTBALL
6	5386 CHERRY AVE	LAKEWOOD GARDEN CIVIC ASSOCIATION
7	4265 WOODRUFF AVE	LAKEWOOD K OF C #3629
8	5951 DEL AMO BLVD	LAKEWOOD PACIFIC JR FOOTBALL
9	20137 PIONEER BLVD	LASD EXPLORERS POST #804
10	2615 CARSON ST	LAKEWOOD PAN AMERICAN
11	5505 CARSON ST	TEMPLE BETH
12	5267 PARAMOUNT BLVD	LAKEWOOD JAYCEES
13	6905 CARSON ST	LAKEWOOD SCHOOL COMMITTEE
14	2710 DEL AMO BLVD	LAKEWOOD WOMENS CLUB
15	6022 CANDELWOOD ST	LIFE CENTER ASSEMBLY OF GOD
16	6419 DEL AMO BLVD	LITTLE LEAGUE BASEBALL
17	4136 SOUTH ST	MAYFAIR H.S. MARCHING BAND
18	5510 WOODRUFF AVE	MAYFAIR H.S. FOOTBALL
19	6000 WOODRUFF AVE	MAYFAIR H.S. PEP SQUAD BOOSTERS
20	5223 BIGELOW ST	MAYFAIR H.S. GRAD NIGHT BOOSTERS
21	4907 DEL AMO BLVD	LAKEWOOD ROTARY CLUB
22	6440 SOUTH ST	ROYAL RANGERS-ORANGE SECTION
23	4139 WOODRUFF AVE	LAKEWOOD FAMILY YMCA
24	4909 PARAMOUNT BLVD	LAKEWOOD H.S. GRAD NITE BOOSTERS
25	4906 CANDELWOOD ST	LAKEWOOD LITTLE LEAGUE



FIREWORKS STANDS 2021

**ARTICLE III
PUBLIC SAFETY**

**CHAPTER 1
FIRE PREVENTION
(Added by Ord. 1)**

3100. FIRE PREVENTION CODE. The City Council finds and declares that a Fire Prevention Code for the City of Lakewood is necessary to preserve the public health, safety and welfare of the City. This Chapter shall be known as the Fire Prevention Code of the City of Lakewood. (Added by Ord. 445)

3101. ADOPTION OF THE FIRE CODE. Except as hereinafter provided, that certain fire code known and designated as the Los Angeles County Fire Code is the fire code of the City of Lakewood, adopted by reference. The intent of the code is to prescribe regulations consistent with nationally recognized good practice for the safeguarding, to a reasonable degree, of life and property in Lakewood from the hazards of fire and explosion arising from the storage, handling and use of hazardous substance, materials and devices, and from conditions hazardous to life or property in the use or occupancy of buildings or premises in Lakewood. As used in this chapter, the Los Angeles County Fire Code refers to the current fire code adopted by the County of Los Angeles and any amendments to such code subsequently adopted by the County of Los Angeles. In the event of any conflict between provisions of the Los Angeles County Fire Code, Title 32 of the Los Angeles County Code, or the Lakewood Municipal Code, the provision contained in the Lakewood Municipal Code shall control. One copy of the Los Angeles County Fire Code, as amended, has been deposited in the office of the city clerk of the City of Lakewood, and shall be at all times maintained by the clerk for use and examination by the public.”(Added by Ord. 348, Amended by Ords. 511, 75-4, 78-7, 86-11, 98-7, 2004-10, 2007-10, 2011-2, 2014-10 and 2017-2)

3101.1. SAME. DEFINITIONS. Whenever any of the following names or terms are used in the Fire Code adopted by reference herein, such names or terms shall be deemed and construed to have the meaning ascribed to it in this section, as follows:

"**Building Code**" means the Building Code of the City of Lakewood.

"**Building Official**" means the Chief Building Official of the City of Lakewood.

"**Bureau of Fire Preventions**" means the Fire Prevention Bureau of the Office of Forester and Fire Warden of the County of Los Angeles.

"**Chief Engineer**" means the Forester and Fire Warden of the County of Los Angeles, who is hereby appointed Fire Chief of this City.

"**Electrical Code**" shall mean the Electrical Code of the City of Lakewood.

"**Fire Chief**" means the Fire Chief of the City of Lakewood.

"**Jurisdictional Area**" means the incorporated territory of the City of Lakewood included within the Los Angeles County Fire Protection District.

"**Municipality**" means the City of Lakewood.

"**Local Zoning Ordinance**" shall mean the Zoning Ordinance of the City of Lakewood.

(Added by Ord. 348, Amended by Ords. 511 and 75-4)

3101.2. SAME. AMENDMENTS AND EFFECT. Any reference to any county ordinance or amendment thereto in the Fire Code, incorporated herein by reference, shall mean any City ordinance or other provision of the Lakewood Municipal Code on the same subject as the County as the County ordinance or amendment referred to in the Fire Code, and the Municipal Code or City ordinance shall control. If there is no City ordinance or Lakewood Municipal Code section on said subject, no County ordinance shall be incorporated herein, other than the Fire Code of Los Angeles County, aforementioned.

(Added by Ord. 348, Amended by Ords. 511, 78-7, and 86-11)

3102. All provisions of this Chapter shall be carried out and enforced, in conjunction with the law enforcement agency of the City of Lakewood by the Los Angeles County Fire Department and the Fire Protection Districts of said City. The general supervision of condition of equipment which aids in control of fire, conditions constituting fire hazards or danger to life or property, and the abatement or minimizing of such fire hazards or dangerous conditions shall be the responsibility of the Los Angeles County Fire Department and the Fire Protection Districts of said City. (Amended by Ord. 151)

3103. It is the intention of the City Council of the City of Lakewood to hereby establish regulations or standards which will establish reasonable fire safety standards, and to provide for the control of fire conditions constituting fire hazards or dangers to life or property, and the abatement of such fire hazards or dangerous conditions throughout the entire City. It is hereby declared and established that compliance with the Fire Prevention Code of the County of Los Angeles, Ordinance No. 2947 and amendments thereto, is prima facie evidence of reasonable methods to be used, procedures to be followed, laws, rules and regulations to be enforced in respect to control of fire, conditions constituting fire hazards or dangers to life or property, and the abatement of such fire hazards or dangerous conditions throughout the entire City. (Amended by Ord. 151)

3104. FIRE PREVENTION STANDARDS, RULES AND REGULATIONS. The fire prevention standards and rules, regulations and laws providing fire safety standards are hereby declared to be those ordinances, chapters, sections and parts now a part of the Fire Prevention Code of the County of Los Angeles, Ordinance No. 2947 and amendments thereto, or hereafter added to said Code by amendments or otherwise, where not in conflict with any City Ordinance on the same subject, and said Fire Prevention Code and all amendments thereto now in existence or hereafter adopted is hereby adopted by reference and made a part hereof and incorporated herein as though set forth in full herein.

3105. FIREWORKS. This Section shall govern the sale, offer for sale, possession of, the use, discharge of, firing or possession of fireworks and it shall be unlawful for any person to sell, offer for sale, have in his possession, fire, set off, discharge or use, or cause or permit to be sold, offered for sale, have in his possession, fire, set off, discharge or use any fireworks unless classified as "safe and sane" by the State Fire Marshal and unless in addition all terms and provisions of the State Fireworks Law contained in Part 2 of Division 11 of the Health and Safety Code of the State of California are complied with. Nothing herein contained shall prohibit the public display of fireworks as authorized by Section 3106 of this Code subject to the terms and provisions of the State Fireworks Law.

A. Notwithstanding the provisions of this Code or the Fire Prevention Code to the contrary, "safe and sane fireworks," as hereinbefore defined, may be sold within the City of Lakewood between the hours of 8:00 a.m. and 10:00 p.m. on July 1st, July 2nd, July 3rd and July 4th of each year provided a permit has been obtained to do so and the terms and provisions of this Chapter and the Lakewood Municipal Code are complied with at all times.

(Added by Ord. 445, Amended by Ord. 2002-2)

B. It shall be unlawful for any person to fire, set off, discharge or use, or cause or permit to fire, set off, discharge or use any fireworks except for "safe and sane" fireworks during the period between 10:00 a.m. and 11:00 p.m. on July 4th.

(Added by Ord. 2002-2)

C. It shall be unlawful for any person to have in his or her possession any fireworks except from 8:00 a.m. on July 1st through 11:00 p.m. on July 4th. The provisions of this subsection are not applicable to public agencies or manufacturers or suppliers of fireworks for public display or storage. Organizations to which permits have been issued may accept delivery of fireworks for stocking purposes no more than 24 hours prior to the time allotted for fireworks sales. (Added by Ord. 2002-2)

D. Any resident, occupant or person in control of premises on which illegal fireworks are found or from which fireworks are illegally discharged shall be subject to the same civil liability or criminal penalty that may be imposed pursuant to City regulations on the person selling, discharging, using or possessing such fireworks, as applicable, provided that the person selling, discharging, using or possessing such fireworks is on such premises by invitation of or with the consent of such resident, occupant or person in control of such premises. (Added by Ord. 2008-1)

3105.1. PERMIT REQUIRED. All applications for permits required under Chapter 3 of Part 2 of Division 11 of the Health and Safety Code (State Fireworks Law) shall be made to and upon the form provided by the Director of Finance of the City of Lakewood. The Director of Finance shall refer all such applications to the Fire Department for a report. (Added by Ord. 445)

3105.2. PERMITS FOR SALE OF SAFE AND SANE FIREWORKS. All applications for permit to sell at retail "safe and sane fireworks" shall comply with and be governed by the provisions of the State Fireworks Law and, in addition, shall be governed by the following:

A. Each application shall be made prior to the first day of April in each year. (Amended by Ord. 2002-2)

B. Each application shall be accompanied by the requisite City business license fee.

C. Each application shall be accompanied by an application processing fee of \$100.00 which shall not be refundable. (Amended by Ord. 2002-2)

D. Each application shall set forth the proposed location of the fireworks stand. (Amended by Ord. 2002-2)

- E.** Each application shall set forth the total amount of any compensation required to be paid to a property owner or manager for the cost of renting a location of the fireworks stand for the current year, commencing March 31, 2003. Along with the application, a copy of the agreement with the landowner or fireworks supplier shall be furnished. (Added by Ord. 2002-2)
- F.** Each application shall specify the principal and permanent meeting place of the applicant organization, the address of the meeting place and the day and time of the meeting. (Added by Ord. 2002-2)
- G.** Each application shall set forth in detail acceptable to the Director of Finance the intended charitable use of the proceeds from the sale of fireworks.
- H.** Each application shall be accompanied by a complete list of the organization's members' names, addresses, and telephone numbers as of March 31st of the current year.
- I.** Each applicant shall agree that if a permit is issued to the applicant, the applicant will at the time of issuance of permit deliver to the City public liability insurance and products liability insurance, bonds or riders, designating the City as an additional insured, in the minimum amount of \$1,000,000.00 per person, \$1,000,000.00 per accident, and \$1,000,000.00 property damage.
- J.** Each application shall be accompanied by a \$150.00 cash bond to guarantee faithful performance of the terms and provisions of this ordinance. (Added by Ord. 445, Amended by Ord. 2002-2)
- K.** Each application shall contain such other information as deemed appropriate by the Director of Finance.
- L.** Each application shall bear the signature of an authorized representative of the applicant attesting under penalty of perjury that the information contained in the application is true and correct.

(Subsections E-I and K-L, Added by Ord. 2002-2)

3105.3. PREREQUISITES TO ISSUANCE OF PERMITS. The following qualifications must be met in addition to the other requirements herein set forth or set forth in the State Fireworks Law, before a permit may be issued:

- A.** Upon receipt of the report of the Fire Department, the City Council may issue permits to those persons or organizations determined by it to be responsible and organized and existing as nonprofit or tax exempt associations as recognized by the State of California or the Internal Revenue Code, primarily for patriotic, veteran, civic betterment, religious, welfare, youth or charitable purposes. Such permit shall be issued or denied in the discretion of the City Council and subject to such other reasonable conditions as the City Council determines necessary to protect the public health, safety and welfare. The City Council does hereby declare its intention to issue only a limited number of permits in order to prevent an unsightly or undue or unsafe concentration of fireworks stands. No permit shall be issued to other than adult persons. (Amended by Ord. 2002-2)
- B.** Each such organization must have its principal and permanent meeting place in the City and 50% of its members must either reside in the City, or be employed in the City, or be owners or operators of a business or other establishment located in the City and it must have been organized and established in the City for a minimum of one year continually preceding the filing of the application for the permit. In addition, such organization must have a bona fide membership of at least twenty members. (Amended by Ord. 2002-2)
- C.** There shall be not more than one stand per permittee. Only one permit shall be issued for any parent, principal, or master group or organization unless the City Council finds in a given case, because of the circumstances of the stand location or other factors, the intent of this Ordinance will not be defeated by issuing more than one permit. The intent of this requirement is to limit applicants, who otherwise qualify, to one permit as to each such parent or principal group or organization and to eliminate any one principal or parent group or association from having permits issued to associate, derivative, ancillary, subsidiary or support groups or entities. Nothing in this section shall prohibit more than one group or organization meeting all qualifications specified in this chapter from jointly applying for a fireworks permit. In such case, however, only a single permit will be issued. Those organizations having obtained a permit in the year 2001, notwithstanding the provisions of subsection A, B and C, may, in the discretion of the City Council, be issued a permit until such time that said organization does not receive a permit in a given year, provided that the organization is qualified and is in substantial compliance under all other sections of this chapter to hold a permit for a fireworks stand. (Added by Ord. 445, Amended by Ord. 2002-2)
- D.** The maximum number of permits that may be issued pursuant to this chapter is 25. Applications for permits shall be heard and considered by the City Council. In any year, in the event that the number of applications from "grandfathered" organizations as described in C, above, is fewer than 25, the City may, in its discretion, issue permits to non-grandfathered organizations up to a maximum total of 25 permits. The selection of which non-grandfathered organizations receive such permits shall be determined by a witnessed drawing, according to procedures established by the City's Director of Administrative Services. All non-grandfathered organizations issued permits pursuant to such process shall have grandfathered status in subsequent years." (Added by Ord. 2002-2 and Amended by Ord. 2019-1)

3105.4. OPERATION OF STAND.

- A.** Every fireworks stand shall be staffed only by members of the permittee organization(s), members of their immediate families, or volunteers and no person below the age of majority shall at any time be or be permitted inside of said stand or to assist in the handling or sale of fireworks. (Amended by Ord. 2002-2)
- B.** No person shall be paid any consideration for selling or otherwise participating in the sale of fireworks at such stand. (Added by Ord. 445)
- C.** Every organization shall be responsible to make certain that every person selling fireworks from that organization's stand shall distribute with each sale a flier from the City containing information on laws and corresponding penalties concerning fireworks. It will be the responsibility of every organization to obtain a sufficient number of fliers from the City. (Added by Ord. 2002-2)

3105.5. TEMPORARY FIREWORKS STANDS. All retail sales of "safe and sane fireworks" shall be permitted only from within a temporary fireworks stand, and the sale from any other building or structure is hereby prohibited. Temporary stands shall be subject to the following provisions:

- A.** No fireworks stand shall be located within twenty-five feet of any other building nor within one hundred feet of any premises where flammable liquids are dispensed.
- B.** Fireworks stands as temporary structures shall not be subject to the terms and provisions of the Building Code applicable to the construction of permanent structures or buildings, provided, however, that all such stands are erected under the supervision of the Building Official, who shall require such stands to be constructed in a manner which will reasonably insure the safety of attendants and patrons. All utilities shall be installed and maintained in accordance with the Building Code.
- C.** No stand shall have a floor area in excess of four hundred square feet.
- D.** Each stand must have at least two exits; and each stand in excess of forty feet in length must have at least three exits, spaced approximately equally distant apart; provided, however, that in no case shall the distance between the exits exceed twenty-four feet.
- E.** Each stand shall be provided with two, two and one-half gallons of soda and acid or equivalent type fire extinguishers, in good working order and easily accessible for use in case of fire.

(Added by Ord. 445)

F. Each stand shall be located, as provided in Article IX, in the proper zone therefor, with the exception that no fireworks stand shall be established within the Civic Center District. The Civic Center District is defined as that area bordered by Del Amo Boulevard to the south, Candlewood Street to the north, Clark Avenue to the west, and Civic Center Way to the east. The City Council hereby finds and determines that fireworks stands, because of their temporary nature and structure, are inconsistent with and incompatible with the design and architecture of the Civic Center District and are, therefore, prohibited within the Civic Center District. (Amended by Ord. 2002-2)

G. Said fireworks stands shall be so located as to provide safe and reasonable ingress and egress thereto and to comply with the other provisions and terms of this chapter. Said stands shall be located substantially at that place indicated on the approved permit for such fireworks stand.

(Added by Ord. 470)

H. Commencing March 31, 2003, the total amount of any compensation paid by an organization to a property owner or manager for the cost of renting a location for placement of a fireworks stand shall not exceed one thousand dollars whether paid in cash or merchandise and whether paid by the organization or other party, including a company distributing fireworks in any one year. (Added by Ord. 2002-2)

3105.6. GENERAL REQUIREMENTS FOR PERMITTEES.

- A.** Stands shall not be located closer than five hundred feet apart, and no more than two stands shall be located on the same parcel of property. Those persons or organizations having a continuous agreement with a property owner since the Year 2001, in the discretion of the City Council, may continue to utilize such a site until such time that the use has been suspended or discontinued in any given year, and provided that the organization is qualified under all other sections of this Chapter of the Lakewood Municipal Code to hold a permit for a fireworks stand. (Amended by Ord. 2002-2)
- B.** All weeds and combustible material, not including structures, shall be cleared from the location of the stand, and for a distance of at least one hundred feet surrounding the stand.

C. "No smoking" signs shall be prominently displayed in four-inch letters, both inside and outside the fireworks stand. No person shall smoke or burn any cigarettes, cigars, pipes or things within such stand or within a distance of twenty feet surrounding such stand.

D. Each stand must have an adult watchman or attendant in attendance and in charge thereof at all times while fireworks are stored therein. No cooking, living or sleeping facilities shall be established or maintained within any stand. No watchman or guard shall sleep inside any such stand.

E. All unsold stock and accompanying litter shall be removed from the location by 12:00 o'clock noon on the 5th day of July. (Amended by Ord. 2002-2)

F. No fireworks stand shall be installed prior to 12:00 o'clock noon on June 21st and each such stand shall be removed from the temporary location by 12:00 o'clock noon on the 10th day of July and all accompanying litter, debris, building materials, utility connections, and other facilities or equipment or materials shall be cleared from said location by said time and date. (Amended by Ord. 2002-2)

G. All permits and licenses shall expire at 10:00 p.m. on the 4th day of July each year. Any permit or license shall be subject to suspension by order of the Fire Chief if he or his duly authorized deputy has determined that any permittee has failed to comply with the terms and provisions of this Code or any condition of the permit and provided, further, that the procedure of notice and review by the License and Permit Hearing Board in the time and manner specified in Article VI of this Code is complied with. Any such permit or license may be revoked by the City Council, or said Board, when it has found and determined that a permittee has failed to comply with the terms and provisions of this Code or with any of the conditions of said permit or where the Council or said Board has found and determined that the preservation of the public health, safety, peace and welfare demand revocation of said license or permit, or where a permit or license has been granted on false or fraudulent evidence, testimony or application. (Added by Ord. 445, Amended by Ord. 2002-2)

H. No less than one hundred percent of the gross proceeds derived from the sale of fireworks in the City, less only expenses related to the cost of purchasing the fireworks actually sold and costs incurred in complying with this chapter, shall be spent to benefit patriotic, veteran, civic betterment, religious, welfare, youth or charitable purposes within the City of Lakewood. An accounting of gross receipts, all expenditures and the use of the net profits, along with a copy of the corresponding State sales tax report, shall be presented to the Director of Finance no later than April 1st of the following year. Said report must be in a format acceptable to the Director of Finance. (Added by Ord. 2002-2)

3106. PUBLIC DISPLAY OF FIREWORKS. Notwithstanding the provisions of Section 3105, public display of fireworks, as defined in the State Fireworks Law, may be conducted subject to all of the terms and provisions therein contained and only if a permit therefor has been granted by the Fire Chief and the City Council. Such public displays, in addition, shall be subject to all rules and regulations contained in the Fire Prevention Code. (Added by Ord. 445)

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RESOLUTION NO. 2021-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD
ADDING A JOB CLASSIFICATION AND AMENDING EXISTING PAY
RATE IN ATTACHMENT B OF RESOLUTION NO. 2020-15

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

SECTION 1. The following job classifications and monthly pay rate is hereby added to
Schedule B, attached to Resolution No. 2020-15:

Schedule	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
24B	Assistant City Clerk	6085	6391	6712	7048	7401
33B	Administrative Services Manager	7597	7979	8380	8794	9235
EM	Director of Communications	10734	11273	11836	12426	13059

ADOPTED AND APPROVED THIS 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Purchase of Rainbird Irrigation Supplies

INTRODUCTION

The Director of Recreation and Community Services has requested the purchase of various Rainbird supplies for continued facility irrigation conversions to the existing Smart system that allows for adjustments based on weather conditions. The City currently has five parks operating on the system. This purchase will bring two more parks on-line and initiate the installation of the system on city street panels. This system is in constant contact with the weather station that was installed during the San Gabriel River Trail Phase III Project. Staff has the capability to connect to the system through a desktop computer or a smart phone app.

An appropriation in the amount of \$32,000 for these supplies is included in the FY 2020-21 Adopted Budget.

STATEMENT OF FACT

The Purchasing Officer solicited bids based on specifications provided by the City's Parks Superintendent. Staff posted the required legal advertisement notices and distributed the bid packages to four potential bidders.

On May 25, 2021, the Purchasing Officer, in the presence of the City Clerk, opened three sealed responses. The Purchasing Officer and the Parks Superintendent reviewed the bids to determine that specifications had been successfully met and the bid totals were accurate.

Following is a summary of the bids (totals include sales tax and delivery):

- | | |
|------------------------------|-------------|
| 1. Imperial Sprinkler Supply | \$26,570.16 |
| 2. Smith Pipe & Supply | \$27,017.87 |
| 3. SiteOne Landscape Supply | \$27,339.17 |
| 4. Ewing Irrigation | No bid |

The responsible and responsive low bidder meeting specifications is Imperial Sprinkler Supply of Anaheim, CA.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the purchase of various Rainbird supplies in the amount of \$26,570.16 from Imperial Sprinkler Supply of Anaheim, CA.



Jose Gomez
Director of Finance and Administrative Services



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Architectural Services Authorization – Dahlin Group – Weingart Improvements

INTRODUCTION

The City of Lakewood established a consulting Architectural Services on-call agreement with the Dahlin Group in December 2018. The City has CDBG funds for necessary improvements at Weingart Sr. Center, and Dahlin has provided a proposal under their on-call agreement for the services to accomplish the preliminary architectural work needed for the project.

STATEMENT OF FACT

The Weingart Sr. Center improvements is a CDBG and Cares Act funded project that includes interior renovation of the Weingart Sr. Center including a new HVAC system, ADA improvements and upgraded finishes, as well as exterior ADA parking and path-of-travel improvements. Dahlin Group's proposal is for the initial programming and concept design, site planning, and schematic design, as well as the engineer's estimate for the schematic design. Once we have developed and decided on the conceptual design of the renovations, Dahlin Group will submit an additional proposal to provide final plans, specifications, engineer's estimate, and schedule suitable for bidding as a public works contract.

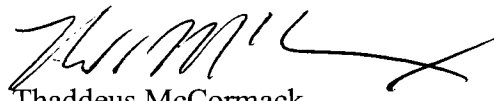
Dahlin Group is ready to begin work immediately upon authorization of the agreement. Their fee for this scope of work will not exceed \$35,400. There are adequate funds in the project budget for this scope of work.

RECOMMENDATION

Staff recommends that the City Council:

- (1) Authorize work for the Weingart Sr. Center improvements per the Dahlin Group proposal dated June 1, 2021, in an amount not-to-exceed \$35,400, and authorize the Mayor to sign the proposal.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

**AUTHORIZATION TO PROCEED
LETTER AGREEMENT**

Dahlin Group, Inc. (“DAHLIN”) will provide the following services to **CITY OF LAKEWOOD** (“OWNER”), for the **WEINGART SENIOR CENTER IMPROVEMENTS** (“PROJECT”) in **LAKEWOOD**, California (“CITY”) based on the following Project Description, Scope of Services, and Compensation noted herein, including the terms and conditions set forth in the OWNER’s Master Services Agreement dated December 11, 2018.

PROJECT NAME:	WEINGART SENIOR CENTER IMPROVEMENTS	AGREEMENT DATE:	June 1, 2021
DAHLIN PROJECT ID:	P_2021_160		
ARCHITECT:	DAHLIN GROUP, INC.	OWNER:	CITY OF LAKEWOOD
OFFICE ADDRESS:	18818 Teller Avenue, Suite 260 Irvine, CA 92612	ADDRESS:	5050 N. Clark Avenue Lakewood, CA 90712
BILLING ADDRESS:	5865 Owens Drive Pleasanton, CA 94588		
REPRESENTATIVE:	Erica DiCioccio, Architect / Associate Stephanie Fujimura, Principal Gregor Markel, Senior Principal	REPRESENTATIVE:	Lisa Rapp Director of Public Works
PHONE:	949-250-4680	PHONE:	562-866-9771
EMAIL:	erica.dicioccio@dahlingroup.com stephanie.fujimura@dahlingroup.com gregor.markel@dahlingroup.com	EMAIL:	lrapp@lakewoodcity.org

I. PROJECT DESCRIPTION

- A. **Location and Site Description:**
5220 Oliva Ave, Lakewood, CA 90712
Approximately 14,000 SF building on an approximately 1.4 acre site including a parking lot.
- B. **General Project Description:** Interior Renovation of the existing Weingart Senior Center including ADA upgrades and finishes per the attached Exhibits A & B. This Scope of Services also includes a new ADA parking layout per the attached Exhibit C and will provide a compliant path-of-travel from the new ADA parking to primary building entry.
- C. **Project Consultants:** Cost Estimation services are included in the Scope of this Agreement. DAHLIN will coordinate with OWNER’S FBA Electrical Engineer & Pocock Design Solutions Mechanical Engineer for renovation requirements, Power/Data layout updates and HVAC replacement.
- D. **Statement of Probable Cost:** Cost estimating services are included with the following milestones, as provided by DAHLIN’s Cost Estimating Consultant.
 - Schematic Design Probable Cost Model.

II. SCOPE OF SERVICES

A. PHASE 10.0 - PROGRAMMING AND CONCEPT DESIGN

- 1. DAHLIN will review the program renovation scope determined with OWNER at the April 27, 2021 Kick-off meeting to determine the requirements of PROJECT (attached as Exhibits A, B and C). This program renovation scope should include overall PROJECT objectives and known existing building elements.

2. DAHLIN will make one (1) site visit to document the interior building conditions. DAHLIN will provide onsite observation of existing conditions to the extent that those conditions are visible and/or reasonably accessible. OWNER will assist DAHLIN by providing coordination, access to interstitial spaces and areas above ceilings, and investigation/ documentation of inaccessible areas as may be deemed necessary by DAHLIN.
3. Measured Drawings: DAHLIN will create measured drawings of the existing building interior elements as required by the program and affected program scope areas.
4. With OWNER's written approval of program, it will become the Basis of Design in all further phases of PROJECT, unless revised according to terms provided herein.
5. Based on PROJECT's Basis of Design, DAHLIN may develop Concept Design as diagrammatic floor plan and reflected ceiling plan to establish plan criteria prior to moving forward with Site Planning and Schematic Design.
6. DAHLIN's fee estimate includes:
 - a. Up to two (2) meetings with CITY: Site Walk & Program review.

B. PHASE 20.0 - SITE PLANNING

1. OWNER will provide the base map or As-Built Documentation for PROJECT site that includes elements such as the regional road alignments, topography, easements, adjacent uses, existing utilities, and ownership parcels. If an AutoCAD base map cannot be provided, the existing site PDF will become the Basis of Design.
2. Using the base map or As-Built Documentation provided by OWNER, DAHLIN will layout the updated ADA parking and accessible path of travel to the existing building entry.
3. With OWNER's approval of Concept Site Plan, DAHLIN can produce, upon written request as Additional Services:
 - a. Illustrative Site Plan;
 - b. Parking layout and count exhibit.

C. PHASE 30.0 - SCHEMATIC DESIGN

1. With OWNER's written approval of the Basis of Design Concept Design Plan, RCP and Concept Site Plan, DAHLIN will provide two (2) Alternative Interior Renovation Schematic Design Options with plans and draft perspectives. The preferred Schematic option will become the Basis of Design for the Schematic Design Deliverables.
2. Once approved, DAHLIN will prepare Schematic Design documents to include the following:
 - a. Preliminary exiting and occupancy plan;
 - b. Overall existing building renovation plan;
 - c. Schematic floor plan showing overall dimensions and square footages, designation and location of rooms;
 - d. Five (5) Draft Perspective views of key scope areas;
 - e. Building sections to describe the relationship and height of the various levels;
 - f. Interior elevations for major renovated building elements;
 - g. Outline specifications;
 - h. One (1) Interior Rendering.
3. DAHLIN's fee is based on an assumption of minor modifications to the Basis of Design. Substantial revisions may require Additional Services.

4. DAHLIN will provide a color board for material selections. DAHLIN will provide one (1) color scheme including interior paint, acoustical wall treatment, window treatment, flooring, etc.
5. DAHLIN's fee estimate includes:
 - a. Up to two (2) meetings with CITY: Design Review and Design Presentation.

II. COMPENSATION

A. FEE SUMMARY

SCOPE OF SERVICES	FIXED FEE
II.A. PH 10.0 – PROGRAMMING AND CONCEPT DESIGN	\$7,000
II.B. PH 20.0 – SITE PLANNING	\$3,500
II.C. PH 30.0 – SCHEMATIC DESIGN	\$18,000
TOTAL FEES:	\$28,500

CONSULTANT FEE SUMMARY

SCOPE OF SERVICES	FIXED FEE
COST ESTIMATION	
SCHEMATIC DESIGN	\$6,900
TOTAL CONSULTANT FEES:	\$6,900

	FIXED FEE
TOTAL COMBINED FIXED AND HOURLY FEES:	\$35,400

VI. PH 99.0 – REIMBURSABLE EXPENSE ESTIMATE: \$5,000

III. BILLING AND PAYMENT

- A. Invoices shall be based on the percentage of completion of the contract and shall be issued monthly via email to the Project Representative indicated in this Agreement. Invoices are due upon presentation. OWNER shall review invoices and contact DAHLIN within seven (7) days if there are any questions or problems that would delay payment. Invoices become delinquent if not paid within 30 days of invoice date. Services may be suspended if not paid within forty-five (45) days, and DAHLIN shall not be liable to OWNER for delay or damage resulting to OWNER due to such suspension of services. Past due invoices are subject to a late charge of 1.5 percent per month.
- B. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

- C. DAHLIN shall be deemed the author and owner of its Instruments of Service, including Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.
- D. If during the course of performing its Scope of Services, DAHLIN determines that services beyond those described are required, including, but not limited to services required because of changes in PROJECT, including, but not limited to size, quality, complexity, OWNER's schedule or OWNER's method of bidding or negotiating and contracting for construction. ("Additional Services"), DAHLIN will notify OWNER in writing as to necessity of such Additional Services. Additional Services are not included in DAHLIN's Scope of Services. DAHLIN may only provide Additional Services if authorized in writing by OWNER. DAHLIN's compensation for Additional Services shall be on an hourly basis in accordance with the 2021 Basic Hourly Rate Schedule below, as may be adjusted annually, unless otherwise mutually agreement by DAHLIN and OWNER.

E. 2021 BASIC HOURLY RATE SCHEDULE

President, Vice President, Founder	\$300
Principal, Director, Senior Principal, Senior Director	\$200 - \$250
Senior Architect, Sr. Designer, Sr. Project Manager, Sr. Planner, Sr. Interior Designer	\$180 - \$190
Architect, Designer, Project Manager, Planner, Multimedia Designer	\$150 - \$170
Job Captain, Interior Designer	\$125 - \$140
Designer/Drafter	\$100 - \$115
Administration	\$85 - \$125

The Scope of Services does not include the following Reimbursable Expenses: printing and reproduction, other than prints for OWNER's review and approval; photography and photographic reproductions; travel expenses and mileage beyond Southern California; delivery services; engineers and consultants; and government permits and plan check fees. These fees will be billable at 1.15 times invoice and mileage will be reimbursed at the IRS Standard Mileage Rate. Rates are valid through December 31, 2021 and may be adjusted annually.

- F. **Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.**

Thank you,


Erica DiCioccio

Approved this date: _____
(Filled in by OWNER)

CITY OF LAKEWOOD

DAHLIN GROUP, INC.

Lisa Rapp
Director of Public Works



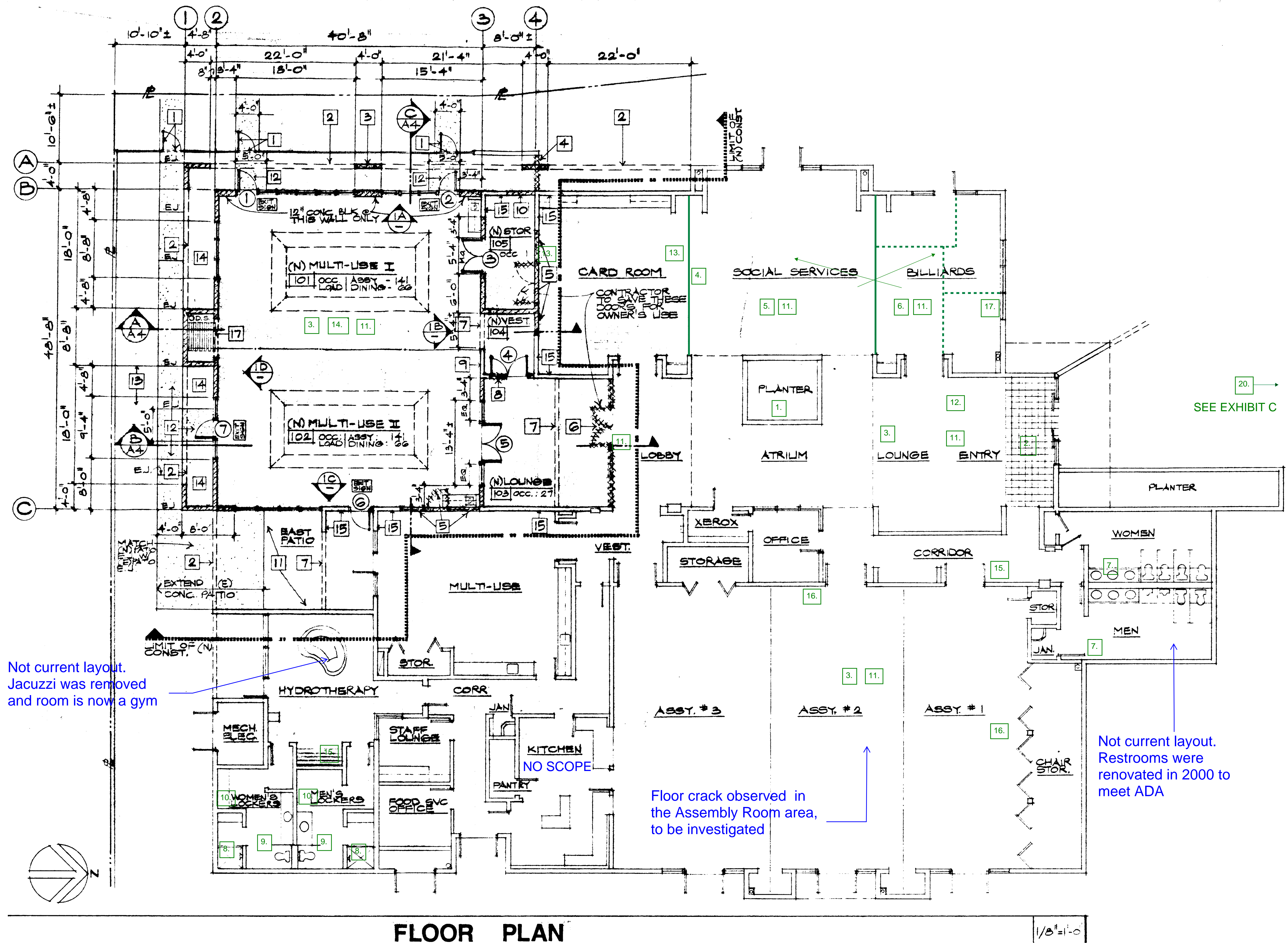
Gregor L. Markel, AIA, LEED AP
Senior Principal
License #C23921, Exp. 02/28/2023

This Agreement can be accepted by either signing where indicated or providing a written notice to proceed. A written notice to proceed by electronic mail or other means signifies an acceptance of all terms and conditions contained within this Agreement.

EXHIBIT A

Scope of work:

1. Demo planter.
2. Demo entry tile & install recessed walk-off mat.
3. Luxury vinyl throughout to replace all existing carpet: Entry, Lounge, Atrium, Lobby, Social Services, Billiards, Offices, Corridors, Assembly Rooms and Multi-Use Room (near Kitchen).
4. New interior wall to divide the Card Room & new Billiards space.
5. Relocate billiards room to social services area. Billiards Room to be physically separated from other building uses. (3 tables and accessories)
6. Design (3) new offices in the existing billiards room, including FF&E
7. Verify all dimensions & accessories in Restrooms; redesign as needed to be ADA accessible.
8. Demo shower(s).
9. Verify all dimensions & accessories in Restrooms; re-layout restroom to be efficient and ADA compliant.
10. Demo lockers.
11. Provide design options for ceiling and lighting throughout.
12. Provide Design options for interior CMU wall finish.
13. Provide design options for wall acoustical treatment in card room & Billiards.
14. Provide additional hearing loops in multi-use, assembly room #1 and card room.
15. Demolish / replace all drinking fountains in the facility that are not ADA compliant.
16. Install ceiling mounted projection screens on north end and west end of assembly room.
17. Provide window treatments throughout facility: Hunter Douglas manual roller shades.
18. Confirm adequate counts for electrical outlets in each room. Coordinate with Electrical Engineer.
19. Coordinate HVAC scope with Mechanical Engineer.
20. ADA parking per attached exhibit C & Provide compliant path-of-travel from revised ADA parking to primary building entry.



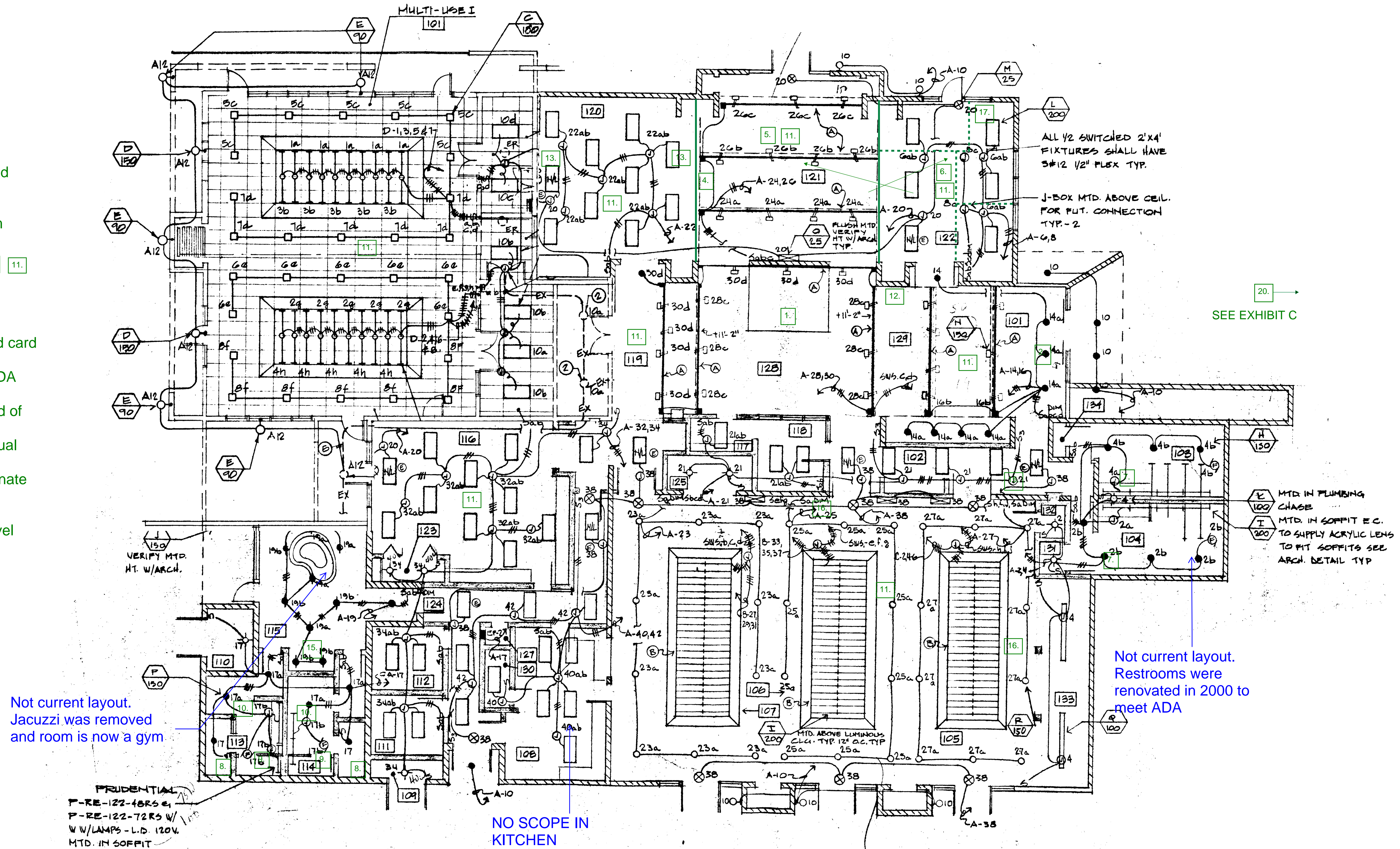
FLOOR PLAN

1/8"=1'-0"

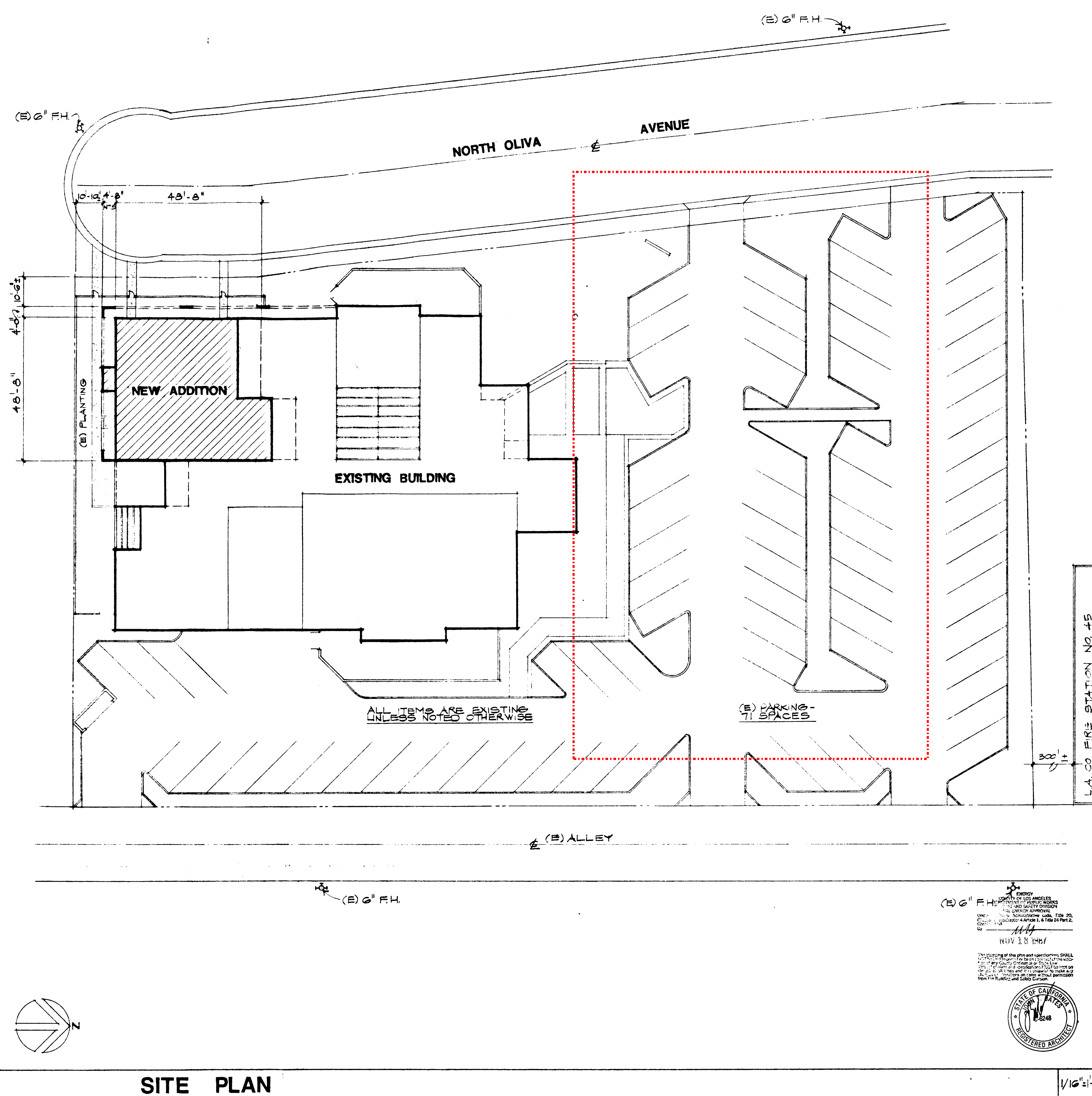
EXHIBIT B

Scope of work:

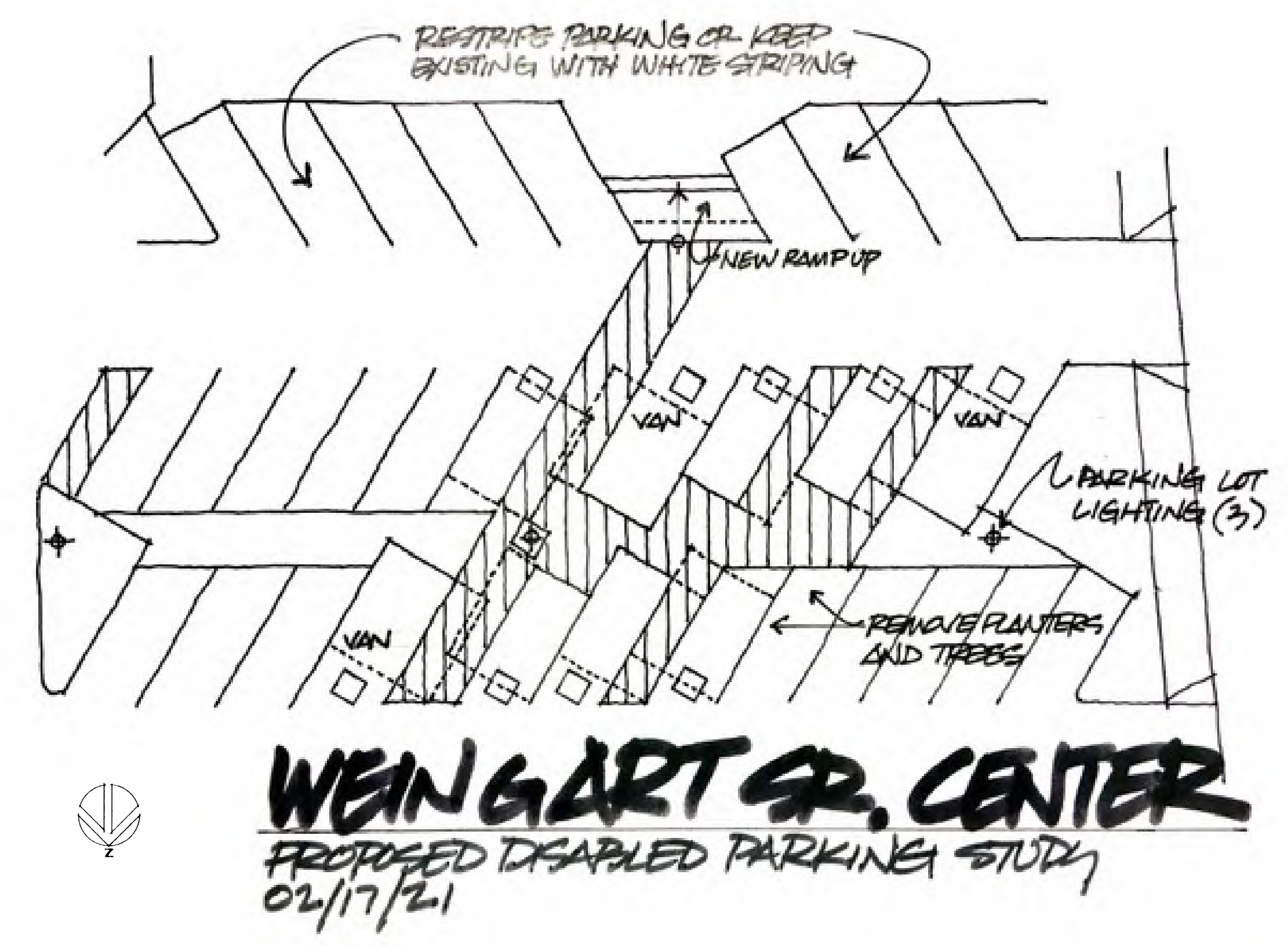
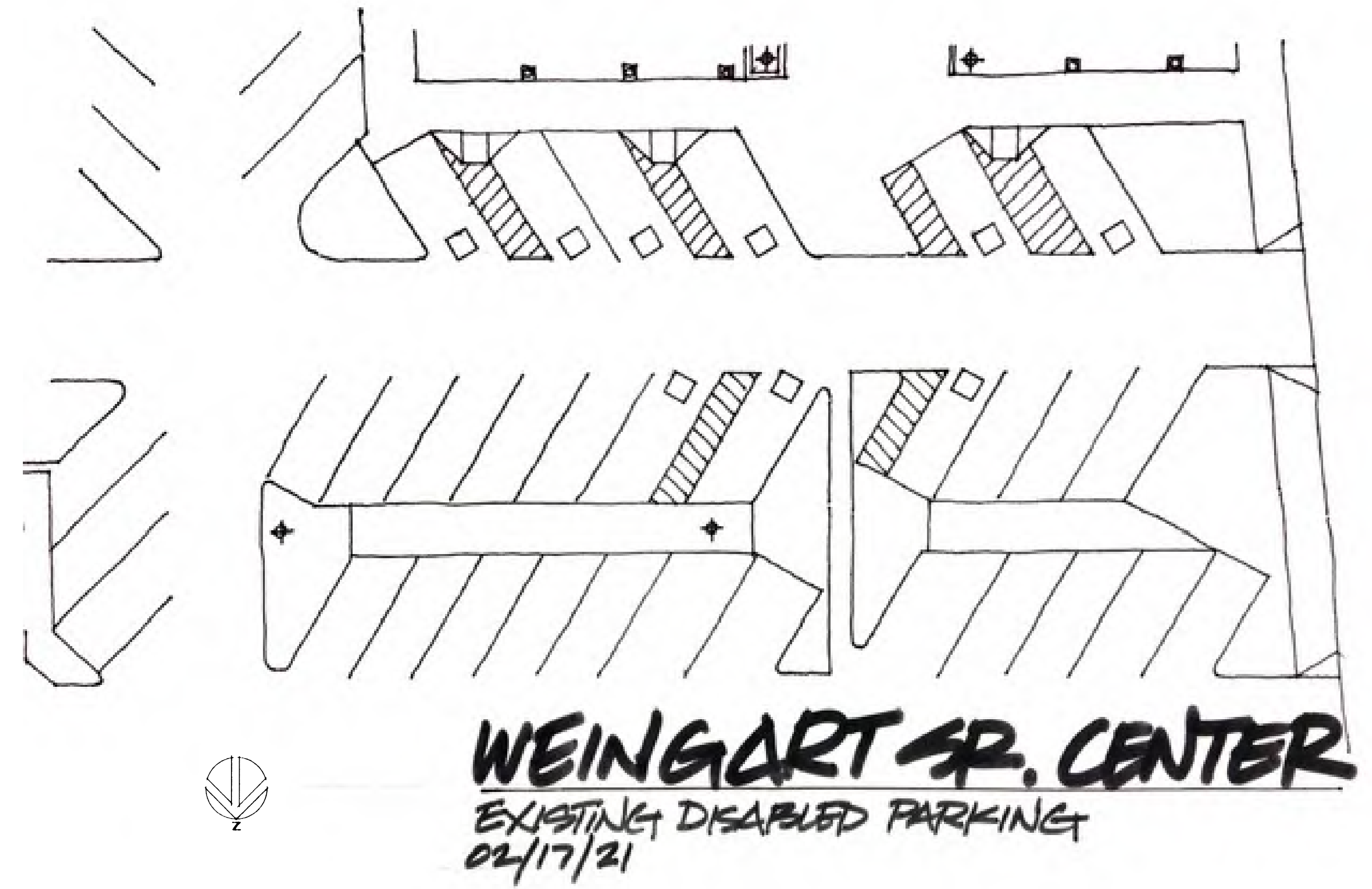
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FLOOR PLAN 1/8" = 1'-0"
LIGHTING



SITE PLAN



1/16/21

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Purchase of Picnic Shelters for San Martin Park

INTRODUCTION

With the support of Anthony Rendon, Speaker of the California State Assembly, the City received a \$490,000 grant from the California Natural Resources Agency to specifically fund improvements at San Martin Park. The project includes the purchase and installation of a new tot lot playground for children 2 – 5 years of age, as well the replacement of two picnic shelters, one of which would be re-located south of the basketball courts. Picnic shelters must be purchased in order to complete the San Martin Improvements project.

STATEMENT OF FACT

The San Martin Improvements project is expected to be bid in summer and includes replacement of two group picnic shelters and one tot lot playground. Due to the long lead time involved in purchasing and certifying the picnic shelters selected for San Martin park, staff requests the shelters be purchased in advance of the public works contract to install them.

The project documents are currently being finalized and are expected to be put out to bid in the next few weeks. The bidding and award-of-bid process will take weeks. If we wait until a contract is awarded to order the shelters through the contractor, the shelters will not arrive in a timely manner to be installed, as they take 8-10 weeks from order date, through structural plan check, manufacturing and delivery.

In order to start that process now and save the city the Contractor's overhead and profit on the sale of the shelters, it is recommended that the two shelters be purchased through ICON Shelter Systems immediately.

The specified shelter design is standard to ICON Shelter Systems of Michigan, and other shelter companies would have to create a custom design in order to match it. The Craftsman shelter design with tubular columns and standing seam roof with cupola has been selected from numerous designs on the market. Staff believes this design best meets the criteria for Lakewood's group picnic shelters and was selected with durability and longevity in mind. This shelter design was previously selected and installed at Del Valle Park and Bolivar Park.

The City's Purchasing Policy allows for purchases to be made on behalf of the City through any governmental entity, including, but not limited to, the State of California, the County of Los Angeles, other cities or special districts, or cooperatives, provided that the entity acquiring the supplies or equipment substantially adhere to the procedures for the purchase of supplies and equipment set forth in this policy. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. All contracts available to

participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. The City is a member of HGACBuy and as such, the ICON shelters designed for San Martin Park are discounted by \$36,311.

The total contract amount for the purchase of the ICON shelters for San Martin Park from ICON Shelter Systems is \$110,369.30, inclusive of taxes and delivery.

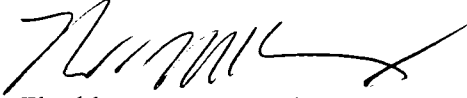
There are adequate funds in the San Martin Improvements project account for this purchase. Installation, surfacing, and site furnishings will be included in the general contractor's bid for the overall improvement project at San Martin Park.

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize staff to issue a purchase order (PO) for the purchase of two (2) ICON Shelter Systems picnic shelters for San Martin Park to ICON Shelter Systems, in an amount not-to-exceed \$110,370, as part of the San Martin Improvements project, and authorize the Mayor to sign the proposal.

Lisa Rapp 
Director of Public Works


Thaddeus McCormack
City Manager



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: **PR11-20**

Date Prepared: **4/2/2021**

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Lakewood	Contractor:	Icon Shelter Systems
Contact Person:	Randy Meyer	Prepared By:	Sean Schmeiser
Phone:	562-972-0102	Phone:	1-800-748-0985
Fax:		Fax:	616-396-0944
Email:	Rmeyer@lakewoodcity.org	Email:	sean@iconshelters.com

Catalog / Price Sheet Name:	Parks & Recreation Equipment
General Description of Product:	Pre-Engineered / Pre-manufactured Shelters, gazebos, pavilions

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
2	Build ID: 9058 - CX40-9M-P5	\$54,546	\$ 109,092.00
2	Build ID: 9058 - Add Powdercoat - E-coat/ Powdercoat Process	\$10,401	\$ 20,802.00
1	Freight Unit 7 - (2) Shelters shipping together	\$7,000	\$ 7,000.00
2	Accessory Price List - Electrical - Electrical-Cutouts - 1 cutout per shelter	\$88	\$ 176.00
			\$ -
			\$ -
1	HGAC Discount	(\$36,311)	\$ (36,311.00)
Total From Other Sheets, If Any:			
Subtotal A:			\$ 100,759.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Sales Tax @ 10.25%	\$ 9,610	\$ 9,610
			0
Total From Other Sheets, If Any:			
Subtotal B:			\$ 9,610.30

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 10%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:			0

Delivery Date: 12/31/2021

D. Total Purchase Price (A+B+C): \$ 110,369.30

REV A

ACCEPTED BY CITY OF LAKEWOOD BY: _____ DATE: _____

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COUNCIL AGENDA

June 8, 2021

TO: Honorable Mayor and City Council

SUBJECT: Approval of Lease of Water Rights to City of Cerritos

INTRODUCTION

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

STATEMENT OF FACT

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

The City of Lakewood holds water rights about equal to the historical normal production, however through many years of water conservation efforts we have an excess to current needs. Staff sent out a Request for Bid to Central Basin Groundwater pumpers for FY 20/21, FY 21/22, and FY 22/23 leasing of water rights.

On April 8, 2021, the City Clerk opened the bids received from two Parties: City of Cerritos and South Montebello Irrigation District, and both bids received were for FY 2022/23.

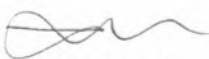
Rank	Bidder	Bid per Acre-foot	Acre-foot Requested	Total Amount of Bid
1	City of Cerritos (FY 22/23)	\$165.00	750 AF	\$123,750
2	So. Montebello Irrigation Dist. (FY 22/23)	\$125.00	700 AF	\$87,500

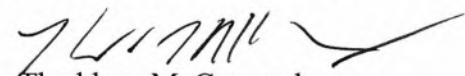
This offer is contingent upon approval of the Central Basin Watermaster. In their June 1, 2021 meeting, the City Council Water Resources Committee approved the lease to the City of Cerritos and recommended it for City Council approval.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the lease of 750 acre-feet of FY 22/23 Central Basin groundwater extraction rights to the City of Cerritos for \$123,750;
2. Authorize its execution by the Director of Water Resources on behalf of the City.


 Jason J. Wen, Ph.D., P.E.
 Water Resources Director


 Thaddeus McCormack
 City Manager

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COUNCIL AGENDA

June 08, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Feasibility Study and Safe Clean Water Funding Application for Lakewood Equestrian Center under John L. Hunter & Associates On-Call Agreement

INTRODUCTION

John L. Hunter and Associates (JLHA) has assisted the City Staff in developing an initial concept for a water capture project at the Lakewood Equestrian Center (LEC). Round 3 of the SCW Regional Funding Program deadline is July 31, 2021. A proposed water capture project for the site, included in the draft LEC Master Plan, would be competitive for funding under the SCW program, particularly in light of the extensive public engagement already conducted for the draft master plan.

STATEMENT OF FACT

Staff has been working on the Lakewood Equestrian Center draft Master Plan together with other community partners. Extensive community outreach has been completed through this process, which is an important criteria of the SCW application process. One element of the Master Plan would include a water capture project that would allow treatment of the captured water for use on the LEC site for irrigation and dust control, as well as a potential infiltration chamber and nature-based infiltration landscaped swales. An early concept for the project was prepared by JLHA and is attached for your information.


The application deadline for SCW Measure W funding applications for Round 3 of the Regional Funding Program is on July 31, 2021. The applications must include a very technical engineering feasibility study which would need to be done by an experienced engineering firm.

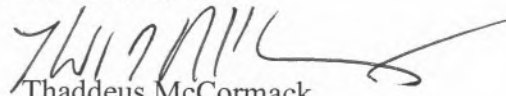
JLHA has prepared a significant number of SCW grant applications for the first two rounds of the funding program, including the applications for the O&M Grants that the City of Lakewood received for Bolivar and Mayfair in Round 1. Staff recommends that the work be authorized under their on-call agreement. A copy of their proposal is attached. There are sufficient funds in our local return SCW budget for this work.

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize preparation of the Feasibility Study and SCW Grant Application by John L. Hunter & Associates under their on call agreement in an amount Not-To-Exceed \$63,442, and authorize the City Manager to sign the proposal.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

Lakewood Equestrian Center & Rynerson Park | City of Lakewood

Conceptual Plan



Project Overview

Location:

- The scope of the Project will encompass and enhance both the Lakewood Equestrian Center and Rynerson Park.
- The site is immediately adjacent to the San Gabriel River as well as Gridley Channel, which is owned by the Los Angeles County Flood Control District (LACFCD).

Site Considerations:

- The use restrictions due to the Edison land easements are the chief constraint to development.
- A project at the site is unlikely to be funded through the Safe Clean Water Program unless it intercepts runoff from the channel or river or storm drain system, making it regional in scale.

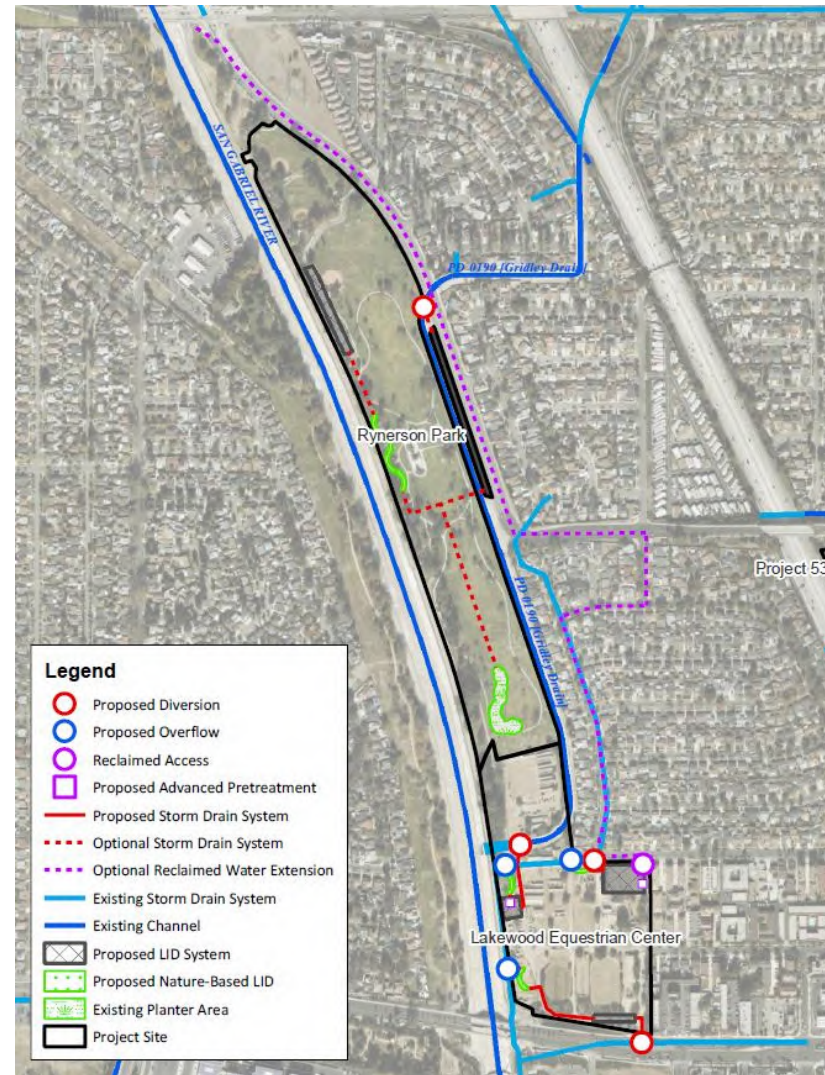
Key Elements:

- Installation of diversions from Gridley Channel and the existing storm drain system to low impact development (LID) systems (infiltration and nature-based systems) at the Lakewood Equestrian Center.
- Optional implementation of reclaimed water use at the Lakewood Equestrian Center.
- Installation of LID systems at two parking lots within Rynerson Park.
- Installation of nature-based systems at Rynerson Park.

Key Benefits:

- Improved water quality within the San Gabriel River Watershed and compliance with the Lower San Gabriel River Watershed Management Program.
- Increased water supply, potentially through infiltration or use of reclaimed water.
- Improved flood management.
- Beautification of the Lakewood Equestrian Center and Rynerson Park and enhanced recreational opportunities.

Conceptual Plan



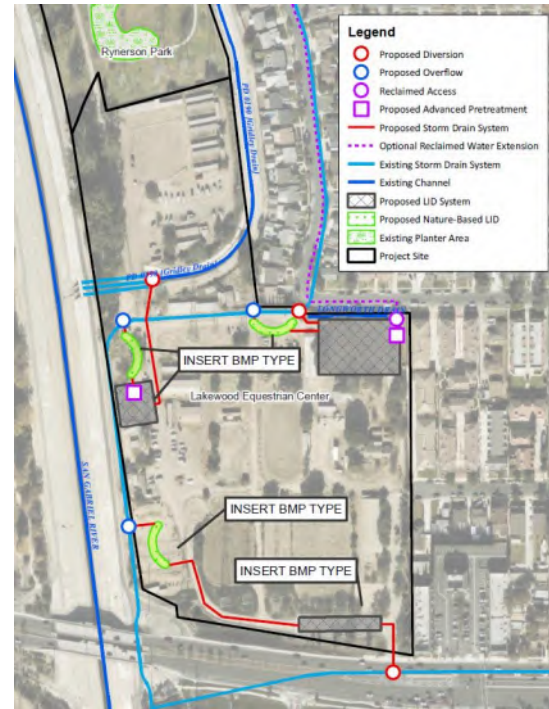
Initial Cost Estimates

Final cost estimates will be developed as the scope of the Project is realized and design plans are completed. Initial cost estimates (a rough order-of-magnitude preliminary opinion of probable costs) are presented in the table below.

Expense Description	Cost Estimate
Final Design (30/60/90)	\$1,000,000
Environmental Planning (CEQA) and Permitting	\$200,000
Agency Management (Design)	\$100,000
Public Outreach Campaign	\$50,000
Mobilization and Controls	\$400,000
Channel Diversions and Pre-treatment	\$1,000,000
Site Preparation and Demolition	\$500,000
BMP Storage	\$3,500,000
Pump Station, Conveyance, and Electrical	\$1,000,000
Site Landscaping, Amenities, and Improvements	\$500,000
Start-up, Testing, O&M Manual, Record Drawings	\$100,000
Construction Administration and Design Support	\$1,000,000
Agency Management (Construction)	\$250,000
Contingency (20%)	\$2,000,000
Annual Maintenance Cost	\$100,000
Annual Operation Cost	\$25,000
Annual Monitoring Cost	\$15,000
Total	\$11,740,000

Lakewood Equestrian Center Details

- The Conceptual Plan includes three distinct diversion/treatment systems at the Lakewood Equestrian Center:
 - Gridley Channel:** runoff will be diverted to a LID system. Design flow will be pre-treated, conveyed to a nature-based system, and discharged to the Longworth Drain.
 - Longworth Drain:** runoff will be diverted to a LID system. Design flow will be pre-treated, conveyed to a nature-based system, and discharged back to the existing storm drain. Captured runoff may be treated and used as reclaimed water for dust control.
 - Carson Drain:** runoff will be diverted to a LID system. Design flow will be conveyed to a nature-based system and discharged back to the existing storm drain.
- As proposed, the Conceptual Plan will enhance the Lakewood Equestrian Center without significantly altering its existing layout.

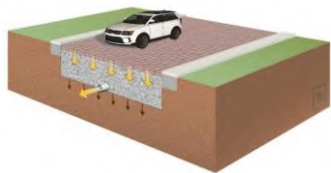


Rynerson Park Details

- The Conceptual Plan integrates Rynerson Park and includes the following components:
 - Optional diversion from Gridley Channel
 - LID systems at the east and west parking lots of the park
 - Nature-based system
 - Optional extension of the storm drain system feeding treated runoff into the existing planter area
- Captured runoff may be used to irrigate and beautify the trails at the Lakewood Equestrian Center.



Low Impact Development (LID) Types



Porous Pavement



Underground Detention



Vegetated Swale



Bioretention w/o Underdrain



Bioretention w/ Underdrain



May 20, 2021

Lisa Rapp
5050 Clark Ave.
Lakewood, CA 90712

Subject: Proposal for Safe, Clean Water Program Regional Program Application Assistance for the Lakewood Equestrian Center Project

Dear Lisa Rapp:

John L. Hunter and Associates (JLHA) welcome the opportunity to offer our professional NPDES services to the City of Lakewood. JLHA is a local environmental consulting firm established in 1985 that has been assisting municipalities with their NPDES programs for over 25 years.

Scope of Work

The scope of services consists of providing knowledgeable personnel on a time and materials basis to assist the City of Lakewood with preparation of its Safe, Clean Water Program (SCWP) Regional Program funding application.

SCWP Funding (Year 3) Fiscal Year 2022-2023

It is our understanding that the City intends to apply for funds available under the SCW Infrastructure Program to develop one (1) application for the Lakewood Equestrian Center project. To assist in the application process, we will:

- Request from the City all relevant information from the City required to complete the District's Infrastructure Program application.
- Based on information received from the City, prepare the application. This may include quantitative calculations, GIS analysis, narrative responses, and the creation of informational site maps, as needed.
- Upload the application drafts and final version through the District's web-based tool. A successful application will be contingent in part upon receiving all necessary information from the City.
- Inform the City if a complete application will not be possible due to gaps in project information.
- Prepare and present a slide presentation on the application to the Lower San Gabriel River Watershed Area Steering Committee (WASC).
- Assist in providing responses to any inquiries received by the WASC.

The application will also require assistance from Craftwater Engineering, Inc. to prepare the hydrology study and conceptual design, and infiltration testing by NorCal Engineering.

The timeframe to complete these tasks is the final submittal date for Measure W funding round for 2022/2023: July 31, 2021. JLHA will provide a draft for review one month prior to this deadline.

With any remaining funds available under our scope of work, we are available to assist the City, the District SCW Team, or selected design contractors as needed.

A summary of the estimated costs and our Standard Rate Schedule is included on the following pages. Thank you again for the opportunity to offer our services. If you have any questions, you can reach me at jhunter@jlha.net or 310.344.8650.

Sincerely,

A handwritten signature in blue ink that reads "John Hunter". The signature is written in a cursive style with a long horizontal stroke extending from the end of the name.

John Hunter, P.E.

Standard Rate Schedule

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

Fee Schedule effective as of January 1, 2020

JLHA does not add charges for overhead items such as administrative copying or mileage in and around the city.

Estimated Costs

This project will be on a time and materials basis. JLHA will provide consultant services not to exceed the budgetary amount without the City's prior authorization.

Not-to-Exceed Cost Estimate

Task	Cost
SCWP Application Preparation: JLHA	\$13,200
Technical Support: Craftwater Engineering, Inc.	\$44,742
Infiltration Testing: NorCal Engineering	\$5,500
Total Cost	\$63,442

Attachment A

Craftwater Engineering, Inc. Proposal

May 12, 2021

Mr. John Hunter
John L. Hunter and Associates (JLHA)
6131 Orangethorpe, Suite 300
Buena Park, CA 90620

**Subject: Lakewood Equestrian Center Stormwater Capture Project Application Support
Safe, Clean Water Program Call for Projects for Fiscal Year 2022-23**

Dear Mr. Hunter:

Craftwater Engineering (Craftwater) appreciates the opportunity to submit the enclosed Fee Proposal (Scope of Work and Cost Proposal) to provide consulting services to support the City of Lakewood and the Lower San Gabriel River with the technical analysis required for the infrastructure project application for the Lakewood Equestrian Center Stormwater Capture Project for the Safe, Clean Water Program (SCWP) Call for Projects for Fiscal Year 2022-23.

The following provides our proposed scope of services for this effort.

Scope of Services

Task 1. Project Management and Coordination

This task consists of regular project team coordination between Craftwater Engineering and the John L. Hunter and Associates (JLHA). Project Coordination will be conducted throughout the development of the feasibility study until submission of the project in the SCWP Projects Module.

Task 2. Stormwater Capture and Water Quality/Supply Analysis

Water Quality Hydrology Study

This task will consist of evaluating the maximum potential drainage area that could be captured by the selected project site location. Craftwater Engineering will use the project location as the basis for delineating the tributary drainage area for this project. The drainage hydrology will consist of updated GIS shapefiles, flowrates, and volumes for the 85th percentile water quality storm and 10-year long-term simulation average annual volumes and loads.

Hydraulic Analysis

The hydraulic analysis will primarily focus on the physics of designing a resilient, cost-effective, and minimally disruptive diversion structure for the LACFCD storm drains. In addition, the need for a pump station and conveyance pipeline will be analyzed for conveying stormwater and urban runoff flows to the project site. Craftwater Engineering is proposing to continue our innovative approach for regional stormwater capture design by linking the water quality analysis with the hydraulic analysis.

For this effort, we will calculate the diversion point hydraulics using the Los Angeles County Water Surface Pressure Gradient (WSPG) method to determine the water surface elevation and sizing requirements for several configurations of the diversion. Simultaneously, we will use the Watershed Management Modeling System (WMMS) and System for Urban Stormwater Treatment and Analysis Integration (SUSTAIN) models to analyze the water quality benefits achieved by combining the weir configurations with BMP sizes to establish a relationship between in-channel disruptions and achieved water quality.

BMP Sizing and Optimization

Craftwater Engineering has developed a suite of tools that provide a state-of-the-science system for hydrologic and pollutant load assessments to support design. Regional BMP sizing will be conducted in WMMS and SUSTAIN to support the design of stormwater capture capacity alternatives.

Craftwater Engineering will simulate multiple configurations to conduct a BMP Optimization Analysis that will address the following alternatives for the optimal BMP design:

- **BMP Size Options**
 - BMP size the is most cost-effective for the project tributary drainage area
 - BMP size that will capture the 85th percentile, 24-hour storm volume
 - BMP size that will achieve multi-benefits, including, but not limited to, addressing stormwater quality and water supply
- **Diversion flow rates**
 - Multiple diversion flow rates will be simulated to develop cost effectiveness curves
 - The optimal diversion rate will be determined based on the point of declining water quality benefit
- **Outflow uses and flow rates**
 - On-site irrigation potential
 - Exfiltration options (infiltration, sanitary sewer discharge, or filtration units)

The approach will develop recommendations for the BMP location, footprints and cross-sections, and type and size of pre-treatment systems and diversion structures for the design configurations. We will look at the possibility of separating the project into various phases to allow for partial or whole implementation depending on the available funds.

These analyses provide the foundation for executing the BMP design work for the site. Moreover, this system of modeling tools is specifically designed to be consistent with methods used by and accepted by regulators to quantify the benefit of BMPs for TMDL compliance. As a result, these tools are ideal for sizing BMP features, and can also be used to demonstrate compliance progress with regulatory requirements such as those outlined in the Lower San Gabriel River WMP.

Water Conservation Analysis

Groundwater Recharge Potential Analysis. Craftwater Engineering will use the infiltration estimates from the geotechnical investigation as the basis for the analysis of the potential water conservation benefits. Craftwater Engineering will utilize our modeling tools to analyze the water conservation benefits over a 20-year period containing various storm events to estimate the potential average annual groundwater recharge volume if infiltration potential is found.

Task 2 Deliverables

- Stormwater Capture Strategies Technical Memorandum

Task 2 Assumptions

- The design storm hydrology analysis will be conducted based on the City standards and/or the County of Los Angeles Hydrology Manual. For water quality modeling, the existing WMMS and SUSTAIN models will be utilized for BMP sizing optimization.
- Channel or storm drain hydraulics will be evaluated using the LA County WSPG analytical method to determine the water surface elevation and sizing requirements of the diversion system.
- The existing design hydraulic capacity flowrate for the storm drains will be obtained from Los Angeles County Public Works' Design Division by JLHA and Craftwater Engineering.
- The hydrology and hydraulics analyses will be used as the design basis and subsequently incorporated into the Feasibility Study Report.
- The water quality analysis will be used as the design basis and subsequently incorporated into the Feasibility Study Report.

Task 3. Preliminary Design Plans (10% Design)

Craftwater Engineering will work with the City and the JLHA Project Manager to develop 10% Preliminary Plans. The 10% design documents will be developed for the site and consist of approximately 4 sheets. For existing infrastructure to be used to convey runoff, existing as-built sheets will be included into the plan set for reference. The following are the anticipated types of drawing sheets for the 10% design documents:

- Title Sheet
- Civil: plan, profile, and sections
- Limited Details: diversion schematic, storage/infiltration facility, etc

Task 3 Deliverables

- Draft and Final 10% Design plans

Task 3 Assumptions

- Final 10% Design Plans that address draft comments will be incorporated into the Feasibility Study Report (Prepared by JLHA).
- JLHA and the City of Lakewood will obtain permission to use the County LiDAR data for the site base map used in the development of the design plans.
- This task does not include topographic survey data and is anticipated to rely on the County LiDAR dataset.

Task 4. Safe, Clean Water Feasibility Study Report

Preliminary Cost Estimate

Based on the preliminary design proposed for the project site, Craftwater Engineering will prepare a cost estimate for construction of the facility. The annual costs for operation, maintenance, and monitoring will be developed based on the configuration of the facility. The costs for the preparation of design plans

Mr. Hunter
May 12, 2021
Page 4

(30/60/90/100), environmental planning and permitting, and construction administration costs will also be included.

Task 4 Deliverables

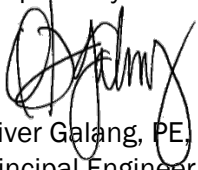
- Preliminary Cost Estimates for Construction, Operation, Maintenance, and Monitoring
- Preliminary Cost Estimates for Design, Permitting, and Construction Administration

Fee Proposal

Services will be billed on a firm fixed price fee of \$44,742 as detailed in the Fee Table.

Thank you for the opportunity to continue to support and partner with John L Hunter and Associates on this project with the City of Lakewood. Should you have any questions, you may contact our Project Manager, Merrill Taylor, at 801.380.6498 or Merrill.taylor@craftwaterinc.com.

Respectfully submitted,



Oliver Galang, PE, ENV SP
Principal Engineer, Craftwater Engineering, Inc.

PROJECT NAME: Lakewood Equestrian Center Stormwater Capture Project Feasibility Study



Contract Type: Fixed Price Technical Support for the development of a Feasibility Study Report and 10% Designs

Submitted to: John L Hunter and Associates and the City of Lakewood

Task Description	CRAFTWATER ENGINEERING INC								ODCs		TOTAL COST	
	Principal in Charge (Oliver Galang, PE, ENV SP)	Project Manager (Merrill Taylor, PE)	Senior Engineer (Courtney Semlow, PE[MA, GA, IL, NC, VA])	Design Engineer (Andrew Takahashi, PE)	Water Resources Engineer (Thom Epps)	Junior Water Resource Engineer	Total Labor Hours	Total Labor Effort	Reproduction	Total ODCs	Subcontracts (NorCal Engineering, Geotechnical)	TOTAL EFFORT
Billing Rates	256	226	210	174	174	138						
Task 1. Project Management, Coordination, and Meetings	1	4	4	-	-	-	9	2,000	-	-	-	2,000
Project Coordination	1	4	4	-	-	-	9	2,000				2,000
Task 2. Stormwater Capture and Water Quality/Supply Analyses	1	5	-	16	40	108	170	26,034	-	-	-	26,034
Water Quality Hydrology Study		1		4	16	16	37	5,914				5,914
Hydraulic Analysis		1		4	8	32	45	6,730				6,730
BMP Sizing and Optimization		1		4	8	32	45	6,730				6,730
Water Conservation Analysis		1		2	4	12	19	2,926				2,926
Stormwater Capture Strategies Technical Memorandum	1	1		2	4	16	24	3,734				3,734
Task 3. Preliminary Design Plans (10% Design)	1	1	8	60	-	-	70	12,602	-	-	-	12,602
Draft 10% Plans	1	1	8	60	-	-	70	12,602				12,602
Task 4. SCW Feasibility Study Report	1	1	6	12	-	2	22	4,106	-	-	-	4,106
Preliminary Cost Estimate	1	1	6	12	-	2	22	4,106				4,106
GRAND TOTAL	4	11	18	88	40	110	271	44,742	-	-	-	44,742

Attachment B

NorCal Engineering Proposal

NorCal Engineering
SOILS AND GEOTECHNICAL CONSULTANTS
10641 HUMBOLT STREET LOS ALAMITOS, CA 90720
(562)799-9469 FAX (562)799-9459

May 3, 2021

John L. Hunter, P.E.
John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, Suite 300
Buena Park, California 90620

RE: Proposal for Infiltration Testing – Lakewood Equestrian Center -
Located at the northeast corner of the Carson Street and the San
Gabriel River Street, in the City of Lakewood, California

Dear Mr. Hunter:

As requested, this proposal to perform a soil infiltration study at the above referenced property is hereby submitted. The purpose of this testing is to evaluate the geotechnical conditions and to provide percolation data and infiltration rate for the proposed deep and/or shallow seepage pit infiltration systems. A report will present the findings of our study along with infiltration rates.

The investigation will include a site reconnaissance, subsurface geotechnical exploration and sampling, engineering analysis and preparation of report. The scope of services will not include fees for any subsequent testing, city/county plan reviews or additional reports other than described herein. In addition, this will not include costs for toxic or hazardous waste analysis.

Infiltration Testing

The infiltration testing will consist of two (2) exploratory borings by hollow-stem auger drill rig to depths of approximately 5 and 40 feet and field testing per Boring Percolation Test Procedure, Administrative Manual, County of Los Angeles, Department of Public Work – Geotechnical and Materials Engineering Division, GS200.1, 12/31/14 in order to provide data for design of the planned infiltration system. An additional exploratory boring will be extended to a maximum depth of 50 feet in order to confirm the absence/presence of groundwater. Periodic sampling of this additional boring will also enable us to identify potential zones of favorable infiltration based on soil types found.

All underground utilities shall be located and visibly marked by owner prior to the field investigation, unless other arrangements for locating services by this firm are made. NorCal will notify Underground Service Alert prior to any boring activity. The client shall obtain all necessary permits, access agreements, including but not limited to, private road or site access and permission to conduct work. NorCal will obtain No-Fee encroachment permits from the city.

Fees

Our fee for performing these services at the subject site shall not exceed Five Thousand Five Hundred Dollars (\$5,500.00). The following is a breakdown of our complete services:

Drill/Sample 3 Borings	\$3,600.00
Materials	\$400.00
Infiltration Testing and Report	<u>\$1,500.00</u>
TOTAL	\$5,500.00

Additional expense may be incurred for deeper or supplemental exploratory borings if warranted by our initial investigation. Any additional time needed for drilling will be charged at an hourly basis. The required drilling, testing and report will be performed in accordance with and utilizing the normal amount of care as generally accepted throughout the soils/geotechnical industry.

Payment shall be due and payable within 30 days of completion of report. If payment is delinquent for more than 30 days, a 1 1/2% interest rate, per month, will be added to the charges. Reasonable attorney fees will be added if legal action is necessary to collect the outstanding balances.

If all conditions presented in this proposal are acceptable, please sign below and return one copy to NorCal Engineering. All necessary lien information (see attached form) must also be provided by client prior to commencement of work on the project. These fees are valid for a maximum period of 90 days from the date of this proposal.

May 3, 2021
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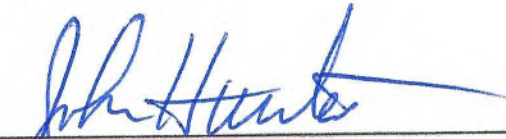
John L. Hunter and Associates, Inc.

We appreciate this opportunity to be of service to you. If you have any further questions, please do not hesitate to contact the undersigned.

Respectfully submitted,
NORCAL ENGINEERING



Mike Barone
Project Manager

X 

5/4/21
Date

Proposal and attached conditions accepted.

(Please sign and return one copy. Work will not commence until receipt of signed proposal and lien information.)

LIEN INFORMATION

(Must be completed in full prior to commencement of project)

Property Owner: _____

Address: _____

Phone Number: _____

Lender: _____

Address: _____

Phone Number: _____

General Contractor: _____

Address: _____

Phone Number: _____

Send Invoices to: _____

Address: _____

Phone Number: _____

Fax Number: _____

CONDITIONS

Right of Entry

The client will provide for right of entry of NorCal Engineering's (NCE) personnel, and any other personnel and all equipment necessary in order to complete the work. NCE will take all reasonable precautions to minimize any damage to the property however, it is understood by Client that in the normal course of work, some damage may occur, the correction of which is not part of this agreement. The Client agrees to indemnify and hold harmless from any liability for any damage so caused by the performance of such work, unless caused by the gross negligence or willful misconduct of NCE or its personnel.

Utilities

In the prosecution of its work, NCE will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold NCE harmless for any damage to subterranean structures which are not called to NCE's attention and fully and accurately described and located on the plans furnished.

Invoices

NCE will submit invoices to Client as stated in the proposal, or periodically, and a final invoice will be submitted upon completion of our services. All retainers are held for credit of the final invoice.

Indemnification

NCE shall indemnify, defend and hold Client harmless from any and all claims, liabilities and causes of actions for injury to or death of any person, or for damage to or destruction of tangible property resulting from the sole negligent acts of NCE.

NCE and Client mutually agrees to indemnify and hold harmless each other from any and all claims, liabilities, cause of action for injury to or death of any person, or for damage to or destruction of tangible property resulting from the negligent acts or omissions of any contractors, subcontractors or consultants retained by or under the direction and control of that party.

Standard of Care

Services performed by NCE under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession providing similar services at the same time under similar conditions and locality.

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COUNCIL AGENDA

June 08, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorization for RAISE Grant Application Preparation for Lakewood Blvd. Corridor Improvement Project under Willdan Engineering On-Call Agreement

INTRODUCTION

The plans for the civil construction for Lakewood Blvd. Corridor Improvement Project are nearly complete, and staff has been searching for possible funding sources for construction. The project is likely to cost in the range of \$35-\$40M so multiple funding sources will be needed to fully fund the project. A new grant opportunity, the RAISE Grant program, has been advertised and applications are due on July 12, 2021.

STATEMENT OF FACT

The Federal Government has advertised a new grant program called the RAISE Grant Program for Transportation projects. The Lakewood Blvd project would be eligible to apply, and the grant application is very labor intensive as they ask for a lot of information and narrative type questions, including a benefit cost analysis for the project. Willdan prepared a similar TIGER grant application in 2016 for Pico Rivera. They have attended the workshops for the grant preparation and are familiar with the requirements and scoring criteria. Some of the key facts and features on the program are:

- Competitive basis for surface transportation infrastructure projects
- Due: 5:00 PM EST on July 12, 2021
- Capital Awards + Eligible Planning
- Projects must have sufficiently consider climate change, environmental justice and racial equity in their planning
- RAISE grants may not be less than \$5 million or greater than \$25 million
- RAISE grants funds are available for obligation only through September 30, 2024
- RAISE grant program may not exceed 80 percent (federal share) for a project located in an urban area
- Each lead applicant may submit no more than three applications.
- Primary criteria: safety, environmental sustainability, quality of life, economic competitiveness and state of good repair.
- Secondary criteria: partnership, innovation, innovative technologies, innovative project delivery, innovative financing, and environmental risk
- To be included with the grant benefit cost analysis

Authorization for RAISE Grant Application Preparation for Lakewood Blvd. Corridor Improvement Project

June 8, 2021


Page 2

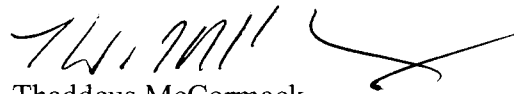
This would be a substantial contribution toward the needed funding for the Lakewood Blvd. Corridor Improvement Project. We understand that we will be competing against other projects submitted by MPOs and larger agencies, however, we do have a chance for funding, plus making the application shows local funding agencies such as Metro and the state of California that we have aggressively sought funding where ever possible. Staff recommends that the work be authorized under Willdan's on-call agreement. A copy of their proposal is attached. Staff will seek to fund the application preparation under Measure M or R local transportation funding or in our Consulting services budget, should the M or R funds not be eligible.

RECOMMENDATION

Staff recommends that the City Council:

1. Authorize preparation of the RAISE Grant Application by Willdan Engineering under their on call agreement in an amount Not-To-Exceed \$40,000, and authorize the City Manager to sign the proposal.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager



June 2, 2021

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

Subject: Proposal to Provide Professional Engineering Services for the Preparation of the FY2021 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant Application

Dear Ms. Rapp:

Willdan Engineering is pleased to submit this proposal to provide professional engineering services for the preparation of the FY2021 RAISE Discretionary Grant Program application. As part of the application preparation process, we ask that the City ensure it has a current up to date account on the Grants.gov website. The candidate project has been identified as the Lakewood Boulevard Corridor Project. Willdan will complete the necessary grant application components and strive to fully research and answer the narrative questions.

Our specific scope of work, schedule, and fee to complete this application are:

SCOPE OF WORK

1. Meetings.
 - a. Register for the application through Grant.gov prior to the application submittal date. Application registration may take 2-4 weeks to be completed, registration should be completed no later than June 11, 2021.
 - b. Meet with the City staff to develop concepts, determine stakeholders, obtain historical information, and establish lines of communication. Special focus will be spent on addressing the primary merit criteria: state of good repair, economic competitiveness, quality of life, environmental sustainability, and safety. Review proposed timeline and task lists for completion of the application.

- c. Attend up to four (4) staff level meetings/conference calls to discuss candidate project and provide direction to help strengthen the candidate project and manage grant application process.

2. Data Gathering.

- a. Obtain available reference material, planning documents, master agreements, record drawings, specific plans, and prior grant performance from the City that may be applicable to the grant application.
- b. Gather existing traffic volumes, speed surveys, collision records, road geometrics, and demographic data needed to complete the RAISE grant application.
- c. Compile information from City staff regarding prior projects and attempts to address the safety issues at the candidate location(s).

3. Grant Application Research.

- a. Obtain the latest City information to strengthen each of the merit criteria areas. Contact the funding agency whenever possible, to gauge how best to demonstrate and address criteria. And stay up to date on grant application changes and due date.
- b. Attend RAISE workshops as needed to understand criteria and guidelines.

4. Field Data.

- a. Conduct field investigation(s) within the candidate project area to confirm existing conditions, identify unusual or special conditions, and note other characteristics that might improve the likelihood of grant funding.
- b. Take site photos to highlight the existing condition of the project location.

5. Project Evaluation.

- a. Evaluate the potential for the candidate project to provide long term outcomes such as:
 - i. State of Good Repair: Improving the condition of existing transportation facilities and systems, with particular emphasis on projects that minimize life-cycle costs.
 - ii. Economic Competitiveness: Contributing to the economic competitiveness of the United States over the medium- to long-term.
 - iii. Quality of Life: Creating affordable and convenient transportation choices through place-based policies and investments that increase transportation choices and access to transportation services for people in communities across the United States.
 - iv. Environmental Sustainability: Improving energy efficiency, reducing dependence on oil, reducing greenhouse gas emissions and benefitting the environment.



- v. Safety: Improving the safety of U.S. transportation facilities and system.
 - vi. Innovation: projects that use innovative strategies to pursue the long-term outcomes outlined above.
 - vii. Partnership: projects that demonstrate strong collaboration among a broad range of participants and/or integration of transportation with other public service efforts.
- b. Perform a project benefit cost analysis (BCA); an alternative cost analysis and develop a baseline cost to include expected benefits and costs relative to a “no-build” baseline.
 - c. Evaluate the anticipated safety and mobility benefits of the candidate project. Identify incidents that would be eliminated by the project and assess value of life and injury to monetize them.
 - d. Evaluate the readiness of project including environmental clearance and right of way acquisitions.

6. Supporting Documents.

- a. Prepare charts, spreadsheets, cost estimates, and/or other documents required in the RAISE guidelines to help support the grant application objectives.
- b. Prepare collision diagram(s), map and/or summary report(s) based on SWITRS collision data for the project location, per RAISE guidelines.
- c. Estimate existing and proposed number of non-vehicular users for project.
- d. Prepare project cost estimate per RAISE guidelines.
- e. Prepare project schedules.

7. Application Forms.

- a. Complete online application forms and assemble required documents into the grant application package in the required formats.
- b. Complete General Information, Project Description, Project Location, Grant Funds, Sources, Project Funding, Merit Criteria, Environmental Risk Review and Benefit-Cost Analysis with attached supporting documents.
- c. Provide draft application and attachments for City to review. Revise drafts as necessary.
- d. Convert application package to digital format.

8. Delivery.

- a. Submit application electronically through Grants.gov on or before July 12, 2021 before 5:00 PM. Provide two hard copies and one electronic file to City.



9. Optional Tasks (Time-and-Materials Basis over Not-to-Exceed Fee):
- a. Conduct vehicle and/or pedestrian volume counts.
 - b. Conduct speed survey on street segment.

SCHEDULE

We estimate that the scope of work can be completed for City review within 4 weeks of receipt of the signed proposal and the Notice-to-Proceed. An additional week will be required to make any City-requested changes and submit the final applications to Grants.gov. **The application is due July 12, 2021 and requires at a minimum 4 weeks to register for the application. Registration must be completed prior to submission of the application.** Failure to register on time is not considered a technical difficulty. Willdan must receive the Notice-to-Proceed prior to June 7, 2021 to meet the application deadline and the City must have initiated the registration process by June 11, 2021.

FEE

We propose to provide the above engineering services for a not-to-exceed fee of **\$40,000** based on labor and expense rates summarized in the attached Schedule of Fees.

Please indicate the City's approval and authorization to proceed by either printing out and signing two originals and returning one hard copy original to our office, or by scanning one signed original and returning it by email.

Thank you for the opportunity to be of service to the City of Lakewood. We recognize the importance of this opportunity to the City and are committed to realizing its timely and successful completion. Please note that while Willdan strives to offer the City its best effort, it is impossible to guarantee the eligibility or outcome of grant applications, as well as the completeness or accuracy of outside information used in the preparation of application(s). Should you have any questions regarding this proposal, please contact Mr. Jeff Lau at (562) 364-8526 or Ms. Rosie Kang at (626) 633-6218.

Respectfully submitted,

WILLDAN ENGINEERING



Vanessa Muñoz, PE, TE, PTOE
Director of Engineering

Approval and Authorization to Proceed By:

CITY OF LAKEWOOD

Signature

Date

Enclosure

910005/WW.00.60/P21-211_22056





Schedule of Hourly Rates

Effective July 1, 2020 to June 30, 2021

ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$69	Assistant Code Enforcement Officer	\$91	Labor Compliance Specialist	\$123
Technical Aide II	\$89	Code Enforcement Officer	\$104	Labor Compliance Manager	\$154
Technical Aide III	\$110	Senior Code Enforcement Officer	\$123	Utility Coordinator	\$163
CAD Operator I	\$111	Supervisor Code Enforcement	\$149	Assistant Construction Manager	\$135
CAD Operator II	\$129	Plans Examiner Aide	\$98	Construction Manager	\$156
CAD Operator III	\$143	Plans Examiner	\$149	Senior Construction Manager	\$176
GIS Analyst I	\$149	Senior Plans Examiner	\$163	Project Manager IV	\$206
GIS Analyst II	\$168	Assistant Construction Permit Specialist	\$104	Deputy Director	\$214
GIS Analyst III	\$180	Construction Permit Specialist	\$110	Director	\$219
Environmental Analyst I	\$124	Senior Construction Permit Specialist	\$129	INSPECTION SERVICES	
Environmental Analyst II	\$138	Supervising Construction Permit Specialist	\$136	Public Works Observer**	\$105
Environmental Analyst III	\$148	Assistant Building Inspector	\$123	Public Works Observer***	\$128
Environmental Specialist	\$159	Building Inspector***	\$136	Senior Public Works Observer**	\$115
Designer I	\$149	Senior Building Inspector	\$149	Senior Public Works Observer***	\$128
Designer II	\$154	Supervising Building Inspector	\$163	MAPPING AND EXPERT SERVICES	
Senior Designer I	\$163	Inspector of Record	\$178	Survey Analyst I	\$129
Senior Designer II	\$171	Deputy Building Official	\$178	Survey Analyst II	\$149
Design Manager	\$174	Building Official	\$180	Calculator I	\$129
Senior Design Manager	\$181	Plan Check Engineer	\$178	Calculator II	\$143
Project Manager I	\$160	Supervising Plan Check Engineer	\$180	Calculator III	\$155
Project Manager II	\$182	Principal Project Manager	\$210	Senior Survey Analyst	\$168
Project Manager III	\$191	Deputy Director	\$214	Supervisor - Survey & Mapping	\$182
Project Manager IV	\$206	Director	\$219	Principal Project Manager	\$210
Principal Project Manager	\$210	PLANNING		LANDSCAPE ARCHITECTURE	
Program Manager I	\$178	CDBG Technician	\$72	Assistant Landscape Architect	\$129
Program Manager II	\$193	CDBG Specialist	\$87	Associate Landscape Architect	\$149
Program Manager III	\$211	CDBG Analyst	\$103	Senior Landscape Architect	\$163
Assistant Engineer I	\$124	CDBG Coordinator	\$128	Principal Landscape Architect	\$180
Assistant Engineer II	\$141	CDBG Manager	\$154	Principal Project Manager	\$210
Assistant Engineer III	\$148	Planning Technician	\$110	ADMINISTRATIVE	
Assistant Engineer IV	\$153	Assistant Planner	\$136	Administrative Assistant I	\$81
Associate Engineer I	\$158	Associate Planner	\$149	Administrative Assistant II	\$98
Associate Engineer II	\$165	Senior Planner	\$168	Administrative Assistant III	\$114
Associate Engineer III	\$172	Principal Planner	\$180	Project Accountant I	\$92
Senior Engineer I	\$175	Planning Manager	\$195	Project Accountant II	\$108
Senior Engineer II	\$178	Deputy Director	\$214	Project Controller I	\$114
Senior Engineer III	\$182	Director	\$219	Project Controller II	\$129
Senior Engineer IV	\$189				
Supervising Engineer	\$193				
Traffic Engineer I	\$193				
Traffic Engineer II	\$206				
City Engineer I	\$206				
City Engineer II	\$216				
Deputy Director	\$214				
Director	\$219				
Principal Engineer	\$238				

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2020 thru June 30, 2021, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

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Public Hearings

Item 1.1.a – Report by City Manager

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 8, 2021

SUBJECT: BUDGET - DETERMINING ANNUAL APPROPRIATIONS, SPENDING LIMITS FOR FISCAL YEAR 2021-22, ADOPTION OF THE REVISED BUDGET FOR FISCAL YEAR 2021-22

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 2021-22. 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, 2021, 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 2021-22 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, 2021 (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 2021-22. In respect to adoption of the appropriation of funds for Fiscal Year 2020-21 and the budget for Fiscal Year 2021-22, 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 2021-22. 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. 2021-22

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 2021-22

WHEREAS, the City Manager has prepared and submitted to the City Council a budget for the fiscal year commencing July 1, 2021; 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 2021-22.

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 8, 2021, 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 2021-22, commencing July 1, 2021, as set forth on Exhibit A attached hereto and made a part hereof, is hereby fixed and determined to be \$45,500,703.

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 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Gann Limit Calculation		2019-20	2020-21	2021-22
50300002-46407	Interfund	1,077,269	1,134,183.00	1,156,217.00
60200002-46407	Interfund	111,470	113,845.00	35,650.00
50100002-46408/10	Interfund	-	354,107.00	380,163.00
Total Interfund Revenue		<u>1,188,739.00</u>	<u>1,602,135.00</u>	<u>1,572,030.00</u>
Interfund Revenues		1,188,739.00	1,602,135.00	1,572,030.00
Other Revenues		<u>30,756,648.00</u>	<u>35,232,959.00</u>	<u>40,896,263.00</u>
Total revenues less taxes & investment income		<u>31,945,387.00</u>	<u>36,835,094.00</u>	<u>42,468,293.00</u>
Tax-related revenues		<u>34,644,500.00</u>	<u>41,608,000.00</u>	<u>45,128,500.00</u>
Taxes subject to Gann Limit without interest		<u>34,644,500.00</u>	<u>41,608,000.00</u>	<u>45,128,500.00</u>
Total Investment Earnings-all funds		<u>717,700.00</u>	<u>759,500.00</u>	<u>709,500.00</u>
Total Interest		<u>717,700.00</u>	<u>759,500.00</u>	<u>709,500.00</u>
Non-tax revenues		30,756,648.00	35,232,959.00	40,896,263.00
Tax-related revenues		<u>34,644,500.00</u>	<u>41,608,000.00</u>	<u>45,128,500.00</u>
Total revenues		<u>65,401,148.00</u>	<u>76,840,959.00</u>	<u>86,024,763.00</u>
Non-tax revenues		30,756,648.00	35,232,959.00	40,896,263.00
Total revenues		<u>65,401,148.00</u>	<u>76,840,959.00</u>	<u>86,024,763.00</u>
% of Total		<u>0.4703</u>	<u>0.4585</u>	<u>0.4754</u>
Tax-related revenues		34,644,500.00	41,608,000.00	45,128,500.00
Total revenues		<u>65,401,148.00</u>	<u>76,840,959.00</u>	<u>86,024,763.00</u>
% of Total		<u>0.5297</u>	<u>0.5415</u>	<u>0.5246</u>
Interest Revenue		717,700.00	759,500.00	709,500.00
Non tax related revenues rate		<u>0.4703</u>	<u>0.4585</u>	<u>0.4754</u>
Interest proceeds from non-tax revenues		<u>337,517.72</u>	<u>348,244.38</u>	<u>337,297.05</u>
Interest Revenue		717,700.00	759,500.00	709,500.00
Tax related revenues rate		<u>0.5297</u>	<u>0.5415</u>	<u>0.5246</u>
Interest proceeds from tax revenues		<u>380,182.28</u>	<u>411,255.62</u>	<u>372,202.95</u>
Interest proceeds from tax revenues		380,182.28	411,255.62	372,202.95
		<u>34,644,500.00</u>	<u>41,608,000.00</u>	<u>45,128,500.00</u>
		<u>35,024,682.28</u>	<u>42,019,255.62</u>	<u>45,500,702.95</u>
Gann Limit (Using LA County Factor)		59,644,512.00	61,801,196.00	64,760,857.00
Proceeds subject to limit		35,024,682.00	42,019,256.00	45,500,703.00
		58.7%	68.0%	70.3%

RESOLUTION NO. 2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ADOPTING THE BUDGET FOR FISCAL YEAR 2020-21, AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2021

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

SECTION 1. The budget for the fiscal year ending June 30, 2021, 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, 2021, is amended as provided herein.

SECTION 3. Any unencumbered appropriations in the General Fund at the close of business on June 30, 2021, 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, 2021 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 2021-22 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, 2021 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 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AMENDING THE BUDGET AND
APPROPRIATING REVENUE FOR FISCAL YEAR 2021-22

WHEREAS, the City Manager has prepared and submitted to the City Council a 2021-22 Revised Budget, for the fiscal year commencing July 1, 2021, and ending June 30, 2022; 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 2021-22 Revised Budget, as modified, on June 8, 2021, 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, 2021 through June 30, 2022, is hereby adopted totaling an appropriation in the sum of \$77,350,067.

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 2021-22, 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 2021-22 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 2021-22.

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 2021-22.

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, 2021.

ADOPTED AND APPROVED THIS 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DIRECTOR OF FINANCE 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, 2021, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2021-22.

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 2021-22 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 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-26

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, 2021, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2021-22.

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 2021-22 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 8TH DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

COUNCIL AGENDA

June 8, 2021

TO: Honorable Mayor and members of the City Council

SUBJECT: Proposed ordinance amending the Municipal Code pertaining to compensation of members of the City Council

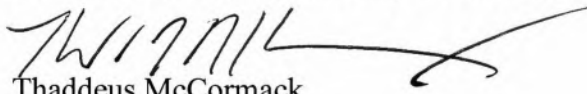
BACKGROUND

Section 2300.1 of the Lakewood Municipal Code provides that members of the City Council shall be compensated for their services in the sum of \$1,649.00 per month each, which shall be payable on the first day of the month during their term of office. Compensation for City Council Members was last fixed by Ordinance No. 2018-8, adopted on the 9th day of October, 2018, and operative following the General Municipal Election in March 2020.

Section 36516 of the Government Code provides that the aforementioned compensation may be increased by an amendment to the Ordinance. Section 36516 (a) 4 of the Government Code authorizes an increase in Council salaries in an amount not to exceed 5% for each calendar year from the operative date of the last adjustment. Thus, for example, if a Council has not had a salary increase in the last two years, it could adopt an ordinance effectively increasing its salary by up to 10% (two years x 5% per year). The Ordinance enclosed, however, provides for a 5% increase that will only become effective as to Councilmembers holding office after the next General Municipal Election in June 2022 (over two years after the previous increase).

RECOMMENDATION

Staff recommends that the City Council introduce the proposed ordinance.



Thaddeus McCormack
City Manager

ORDINANCE NO. 2021-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE MUNICIPAL CODE PERTAINING TO COMPENSATION OF MEMBERS OF THE CITY COUNCIL

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

SECTION 1. Section 2300.1 of Chapter 3 of Article II of the Lakewood Municipal Code pertaining to the compensation of members of the City Council is hereby amended to read as follows:

"2300.1. Same. Compensation for Services. City Council Members shall be compensated for their services to the City in the sum of \$1,731.00 per month each, which shall be a charge against the City and payable as other salaries on the first day of the month following the effective date of the ordinance adopting this section, and thereafter payable on the first day of each and every month during said term of office."

SECTION 2. In adopting this Ordinance, the City Council makes the following findings:

1. The operative date of the last adjustment of the compensation of members of the City Council was May 2020 and no adjustment has been made since that date.
2. Pursuant to *Section 36516(c) of the Government Code of the State of California*, compensation may be increased by an amount not to exceed five percent (5%) for each calendar year from said operative date which results in compensation in the sum of \$1,731 for the calendar year 2022.

SECTION 3. Pursuant to *Section 36516.5 of the Government Code of the State of California*, the change in compensation herein specified from \$1,649 per month to \$1,731 per month shall not be operative, and said compensation of \$1,731 per month for each Council Member shall not commence unless and until one or more members of the City Council become eligible for this salary increase by virtue of beginning a new term of office following the adoption of this Ordinance. Until the provisions of this Ordinance become operative, the existing compensation set by Section 2300.1 of the Lakewood Municipal Code by Ordinance No. 2018-8 shall remain at \$1,649 per month. On the first day of the month following the operative date of this Ordinance, the compensation of each member of the City Council shall be \$1,731 and shall be paid on the first day of each and every month thereafter during said term of office, until said Ordinance is otherwise amended.

SECTION 4. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City. This ordinance shall take effect thirty (30) days after its adoption.

ADOPTED AND APPROVED this ____ day of June, 2021, by the following roll call vote:

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

Mayor

ATTEST:

City Clerk

I, JO MAYBERRY, do hereby certify that I am the duly appointed and acting City Clerk of the City of Lakewood, and the foregoing ordinance was adopted and approved by the City Council of the City of Lakewood voting for and against the ordinance as above set forth at a regular meeting thereof on the ____ day of June, 2021.

City Clerk

CODING: Words in ~~struck through~~ type are deletions from existing law; words in underscore type are additions.

COUNCIL AGENDA

June 22, 2021

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

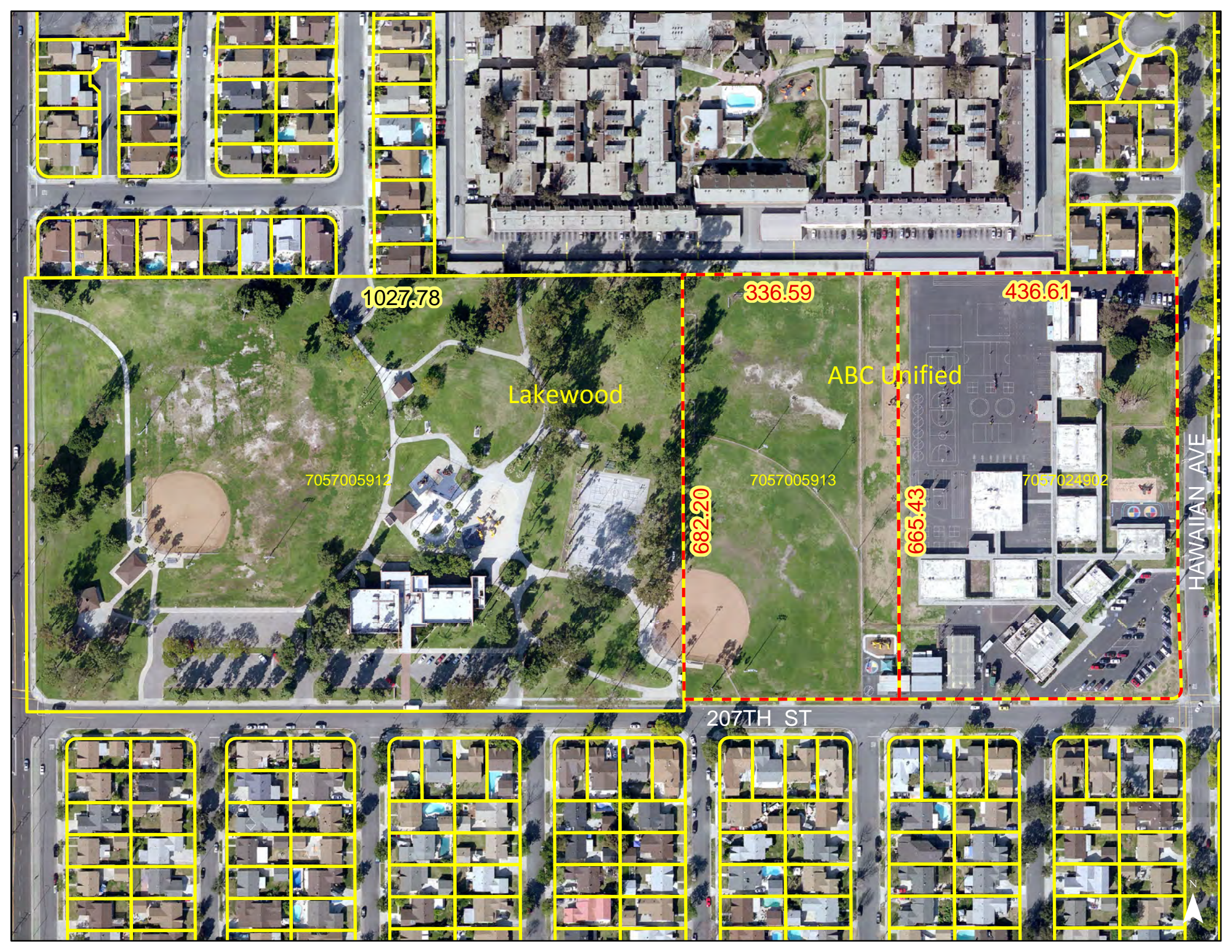
The city entered into an agreement with ABC Unified School District in 1973 and the city has determined that sharing the property is of benefit to both Lakewood residents and students at the district's school(s). The city is desirous of continuing to contract with ABC Unified School District for this 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, 2021 to June 30, 2022.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager



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436.61

Lakewood

ABC Unified

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207TH ST

HAWAIIAN AVE

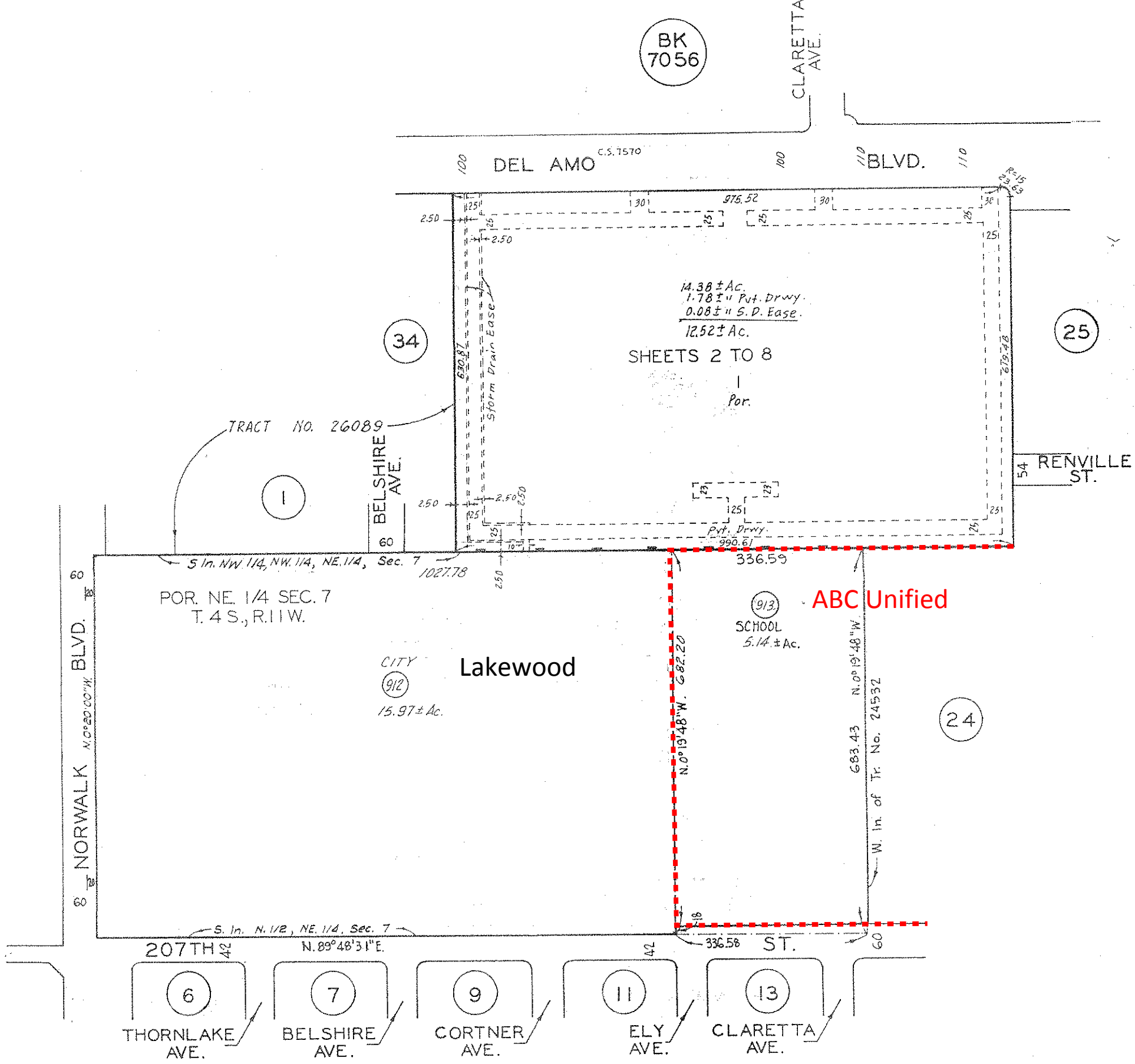


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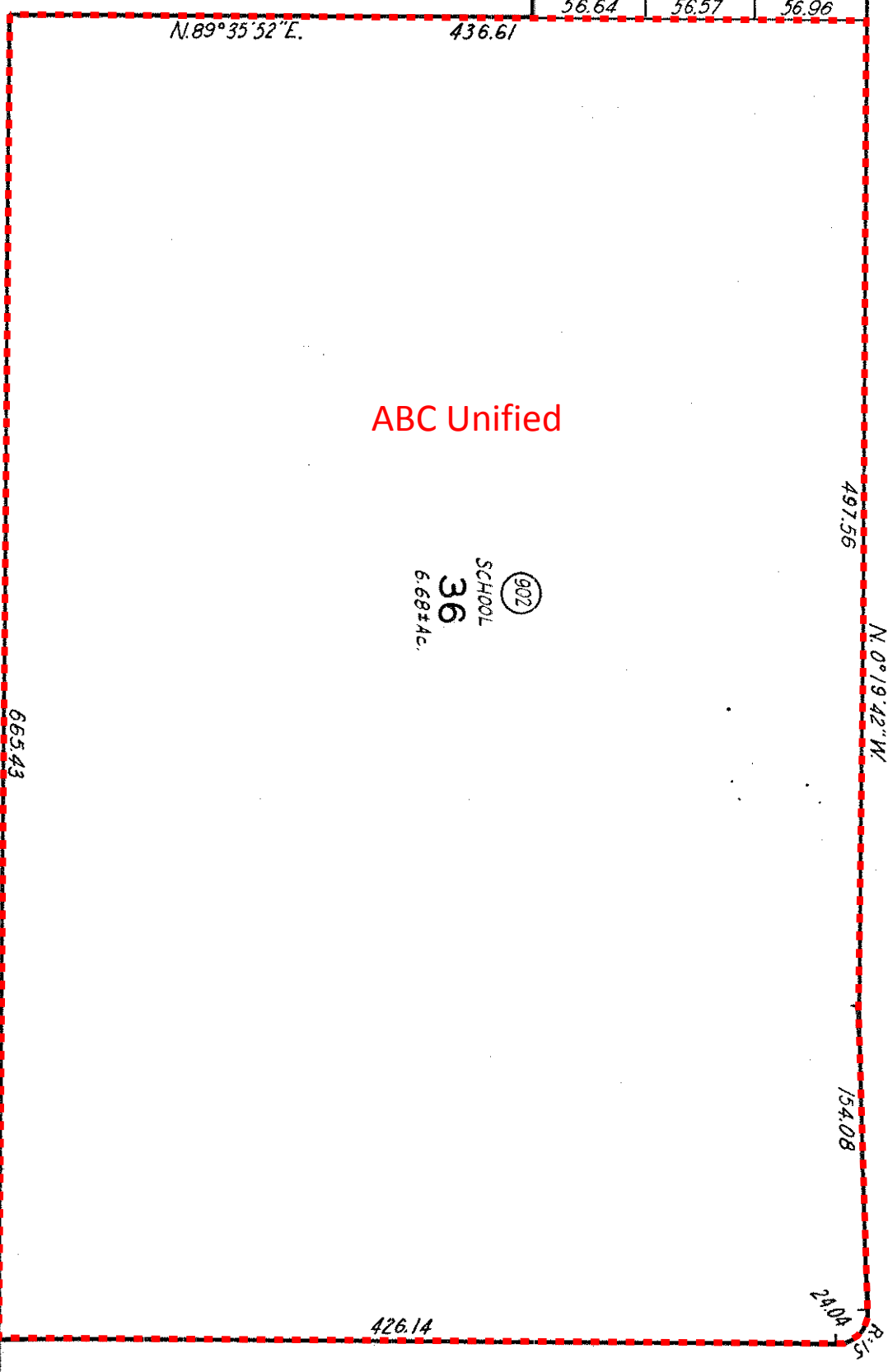
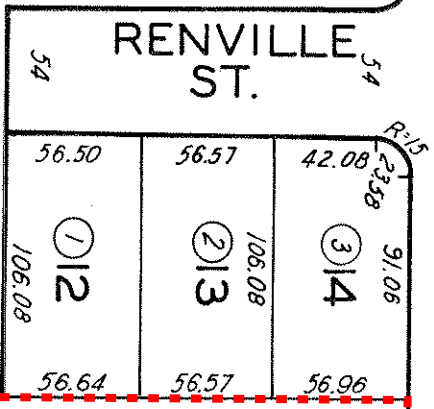
CODE 2467

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FOR PREV. ASSM'T SEE:
475-15

HAWAIIAN AVE.

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ABC Unified

(902) SCHOOL 36 6.68±Ac.



TRACT NO. 24532
M. B. 651-61-62

CODE 2467

FOR PREV. ASSM'T. SEE: 475-34

CLARETTA AVE.

VERNE AVE.

207TH ST.

RESOLUTION NO. 2021-27

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, 2021, and ending June 30, 2022, 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, 2021 and ending June 30, 2022, and shall be subject to earlier termination as provided in the aforementioned agreement.

ADOPTED AND APPROVED THIS 8TH DAY OF JUNE, 2021.

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 8, 2021

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.

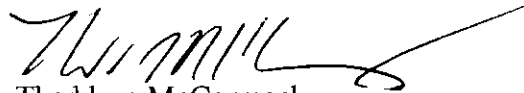
The city entered into an agreement with Community Family Guidance Center in 1995. The city is desirous of continuing to contract with Community Family Guidance Center for performing counseling services for families and juvenile residents of the City of Lakewood and believes that providing counseling 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 \$8,000.00 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, 2021 to June 30, 2022.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2021, 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 \$8,000 in the 2021-2022 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, 2021 and ending June 30, 2022. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$8,000 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, 2021 and June 30, 2022.

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, 2021 and ending June 30, 2022, 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, 2022. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$8,000.00. 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 \$667.00 per month, or \$8,000.00 for fiscal year 2021-2022. 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 2021-2022.

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
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SUBRECIPIENT:	Community Family Guidance Center 10929 South Street, Suite 208B Cerritos, CA 90703
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

APPROVED AS TO FORM

City Attorney

Mayor

ATTEST:

City Clerk

COMMUNITY FAMILY GUIDANCE
CENTER

By _____

Title

RESOLUTION NO. 2021-28

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 2021-2022

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 \$8,000 in the 2021-2022 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 2021-2022, commencing July 1, 2021 and ending June 30, 2022.

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 8TH DAY OF JUNE, 2021.

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 2021-2022 as set forth in said agreement and this resolution.

COMMUNITY FAMILY GUIDANCE CENTER

By _____

Title _____

COUNCIL AGENDA

June 8, 2021

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.

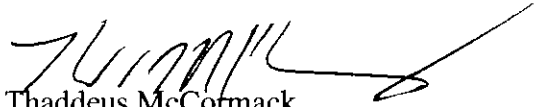
The city entered into an agreement with Human Services Association in 2007. The city is desirous of continuing to contract with the Human Services Association for providing congregate meals to frail and isolated senior citizens.

The city has allocated the sum of \$8,500 for this service. In an effort to ensure the proper documentation and record keeping of all Community Development Block Grant (CDBG) funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

RECOMMENDATION

Staff recommends that the City Council approve the Agreement with the Human Services Association to provide congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2021 to June 30, 2022.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2021, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as the “GRANTEE,” and HUMAN SERVICES ASSOCIATION a California non-profit corporation, hereinafter referred to as “SUBRECIPIENT”

WITNESSETH:

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

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

WHEREAS, the GRANTEE has allocated \$8,500 in the 2021-2022 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, 2021 and ending June 30, 2022. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$8,500 to Human Services Association to provide congregate meals to 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, 2021 and June 30, 2022.

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, 2021 and ending June 30, 2022, 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, 2022. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$8,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

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 \$709.00 per month, or \$8,500.00 for fiscal year 2021-2022. 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 2021-2022.

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:

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. 2021-29

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 2021-2022

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

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

WHEREAS, the City has allocated the sum of \$8,500 in the 2021-2022 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 2021-2022, commencing July 1, 2021 and ending June 30, 2022.

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 8TH DAY OF JUNE, 2021.

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 2021-2022 as set forth in said agreement and this resolution.

HUMAN SERVICES ASSOCIATION

By _____

Title _____

COUNCIL AGENDA

June 8, 2021

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 \$10,000.00 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 Lakewood Meals on Wheels to provide services to the residents of Lakewood for the period of July 1, 2021 to June 30, 2022.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2021, 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 \$10,000 in the 2021-2022 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, 2021 and ending June 30, 2022. 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 \$10,000 to Meals on Wheels to help a minimum of 105 frail residents remain in their homes by providing home delivered meals between July 1, 2021 and June 30, 2022.

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, 2021 and ending June 30, 2022, 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, 2022. 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 \$10,000.00. 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 \$834.00 per month, or \$10,000.00 for fiscal year 2021-2022. 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 2020-2021.

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
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SUBRECIPIENT:	Lakewood Meals on Wheels 5510 Clark Avenue Lakewood, CA 90712
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

APPROVED AS TO FORM

City Attorney

Mayor

ATTEST:

City Clerk

LAKESWOOD MEALS ON WHEELS

By _____

Title

RESOLUTION NO. 2021-30

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 2021-2022

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 2021-2022 budgeted \$10,000 to reimburse Lakewood Meals on Wheels for payments made for travel to volunteers performing these services for said Meals on Wheels and for meal cost subsidy for 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 2021-2022 commencing July 1, 2021 and ending June 30, 2022.

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 8TH DAY OF JUNE, 2021.

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 2021-2022 as set forth in said agreement and this resolution.

LAKEWOOD MEALS ON WHEELS

By _____

Title _____

COUNCIL AGENDA

June 8, 2021

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.

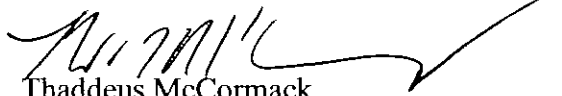
The city entered into an agreement with Pathways Volunteer Hospice in 1995 and the city has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and serves the general welfare and public benefit. The city is desirous of continuing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

The city has allocated the sum of \$8,000.00 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, 2021 to June 30, 2022.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

AGREEMENT
FOR
SERVICES

THIS AGREEMENT, entered into this 1st day of July 2021, 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 \$8,000 in the 2021-2022 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, 2021 and ending June 30, 2022. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$8,000 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, 2021 and June 30, 2022.

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, 2021 and ending June 30, 2022, 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, 2022. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by the GRANTEE shall not exceed \$8,000.00. 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 \$667.00 per month, or \$8,000.00 for fiscal year 2021-2022. 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 2021-2022.

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
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SUBRECIPIENT:	Pathways Volunteer Hospice 4645 Woodruff Avenue Lakewood, CA 90713
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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

APPROVED AS TO FORM

City Attorney

Mayor

ATTEST:

City Clerk

PATHWAYS VOLUNTEER HOSPICE

By _____

Title

RESOLUTION NO. 2021-31

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 2021-2022

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 \$8,000.00 in the 2021-2022 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 2021-2022, commencing July 1, 2021 and ending June 30, 2022.

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 8TH DAY OF JUNE, 2021.

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 2021-2022 as set forth in said agreement and this resolution.

PATHWAYS VOLUNTEER HOSPICE, INC.

By _____

Title _____

COUNCIL AGENDA

June 8, 2021

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 nine (9) 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, and TPx (formally Tele Pacific).

Abilita LA has proven to be a vital service provider for the City. The City relies on Abilita to monitor our billing rates, call for repairs, audit our telecom plans, and inform us 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, 2022, 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, 2021, 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, 2021, and ending June 30, 2022, except as further amended as follows.

Dated the 8th day of June, 2021.

ABILITA

CITY OF LAKEWOOD

MAYOR

APPROVED AS TO FORM:

ATTEST:

(b7) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

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 and to reduce City/ Aire Rite administrative costs.

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, 2022, 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 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, 2021, and ending June 30, 2022.

The Agreement of June 27, 2017, as amended on January 26, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

DON LANGSTON, PRESIDENT
AIRE RITE A/C AND REFRIGERATION, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

(s) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

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, 2022, 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, 2021 and ending June 30, 2022 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 2021 Fee Schedule for services actually rendered."

Dated the 8th day of June, 2021.

ENGINEER

CITY OF LAKEWOOD

Authorized Representative

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

(b) 

City Attorney

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Amendment No. 1 to Traffic Signal Maintenance Agreement with City of Bellflower

INTRODUCTION

The City shares an intersection with the City of Bellflower that has a traffic signal. An agreement to formalize responsibilities for the signal was approved by the City Council in June, 2011. The Agreement expires on July 11, 2021.

STATEMENT OF FACT

The City of Lakewood shares the intersection of Palo Verde Avenue and Allington Street with the City of Bellflower and the City of Cerritos. There is a traffic signal at this intersection that is operated and maintained by the City of Bellflower.


The original Agreement is identified as “Agreement File No. 541: Agreement among the Cities of Bellflower, Cerritos and Lakewood (Traffic Signal Maintenance and Repair at the Intersection of Palo Verde Avenue and Allington/183rd Street) “

The south approach is in the City of Lakewood, the west approach is in the City of Bellflower and the north and east approaches are in the City of Cerritos. Therefore, the City of Lakewood is responsible for 25% of the cost of operating and maintaining the traffic signal.

The City of Bellflower has proposed the attached Amendment No. 1 which extends the Agreement for a period of two (2) years. They want this short extension in order to align the expiration with the end of their contract with their signal maintenance contractor.

RECOMMENDATION

That the City Council approve Amendment No. 1 to Agreement File No. 541 with the City of Bellflower for traffic signal maintenance at the intersection of Palo Verde Avenue and Allington Street and authorize the City Manager to sign Amendment No. 1 to the Agreement in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

CITY OF BELLFLOWER

**AMENDMENT NO. 1 TO AGREEMENT FILE NO. 541 BY AND BETWEEN
THE CITIES OF BELLFLOWER, CERRITOS AND LAKEWOOD FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES AT THE INTERSECTION
OF PALO VERDE AVENUE AND ALLINGTON/183RD STREET**

THIS AMENDMENT NO. 1 ("Amendment") is entered into on this 11th day of July 2021, by and between the City of Bellflower, a Municipal Corporation and general law city ("Bellflower"), the City of Cerritos, a Municipal Corporation and charter city ("Cerritos") and the City of Lakewood ("Lakewood"), a Municipal Corporation and general law city. The City of Bellflower, the City of Cerritos and the City of Lakewood are sometimes individually referred to as the "Party" and collectively as the "Parties".

WHEREAS, City of Bellflower, City of Cerritos and City of Lakewood entered into an Agreement ("Agreement") on July 11, 2011 for Traffic Signal Maintenance Services as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Parties intend to be bound by the terms and provisions of the Agreement as it is amended herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

Section 1. **AMENDMENTS**

A. City of Bellflower, City of Cerritos and City of Lakewood hereby amend Section 1 of the Agreement to read as follows:

"This Agreement shall be extended for a period of two (2) years commencing July 12, 2021 and ending July 11, 2023, unless sooner terminated pursuant to the provisions of this Agreement."

B. City of Bellflower, City of Cerritos and City of Lakewood hereby amend Section 6 of the Agreement to read as follows:

"Cost sharing for routine signal maintenance costs amongst the Parties is as follows: Lakewood's share is twenty-five percent (25%), Cerritos' share is fifty percent (50%), and Bellflower's share is twenty-five percent (25%). As of the effective date of this Agreement, one hundred percent (100%) of the cost for routine maintenance of the intersection is Seventy Dollars (\$70.00) per month (excluding energy and extraordinary costs). Bellflower shall notify Cerritos and Lakewood promptly of any proposed cost increase.

For extraordinary maintenance, the entire cost, including labor and equipment, will be shared as follows and in accordance with the maintenance cost sharing provision above:

Lakewood's share is twenty-five percent (25%), Cerritos' share is fifty percent (50%), and Bellflower's share is twenty-five percent (25%).

The Parties understand the traffic signals of concern have electrical service provided by Southern California Edison (SCE). It is also understood the energy to power the subject signals runs through one meter and that meter account is assigned and billed to the City of Bellflower. Cost sharing for energy to power the traffic signals that are charged to that single meter will be shared as follows and in accordance with the maintenance cost and extraordinary maintenance cost sharing provisions above: Lakewood's share is twenty-five percent (25%), Cerritos' share is fifty percent (50%), and Bellflower's share is twenty-five percent (25%). Lakewood and Cerritos' shares shall also be reimbursed to Bellflower for payment of energy costs in conformance with Section 5 above."

C. City of Bellflower, City of Cerritos and City of Lakewood hereby amend Section 16 of the Agreement to read as follows:

"Any notice which any Party may desire or is required to give to the other Parties under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as the Party may later designate by notice.

To Bellflower: City of Bellflower
Attention: City Manager
16600 Civic Center Drive
Bellflower, CA 90706

To Cerritos: City of Cerritos
Attention: City Manager
18125 Bloomfield Avenue
Cerritos, CA 90703

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

D. City of Bellflower, City of Cerritos and City of Lakewood hereby amend Section 20 of the Agreement to read as follows:

"The person or persons executing this Agreement on behalf of the Parties named below warrant and represent that they have the authority to execute this Agreement on behalf of their Cities and have the authority to bind Cities to the performance of its obligations hereunder.

This Amendment may be executed with electronic signatures in accordance with Government Code §16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature."

Section 2. The rights, obligations and fees of the Parties under this Agreement shall not otherwise be amended, altered or revised except as expressly provided for herein and all other terms of the Agreement shall remain in full force and effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

TO EFFECTUATE THIS AMENDMENT, the Parties have caused their duly authorized representatives to execute this Amendment to the Agreement on the dates set forth below.

**CITY OF BELLFLOWER,
a general law City**

**CITY OF CERRITOS,
a charter city**

Jeffrey L. Stewart, City Manager

Art Gallucci, City Manager

Attest:

Attest:

Mayra Ochiqui, City Clerk

Vida Barone, City Clerk

Approved As To Form:

**CITY OF LAKEWOOD,
a general law City**

(OK) SS

**Karl H. Berger, City Attorney
City of Bellflower**

Thaddeus McCormack, City Manager

Attest:

Jo Mayberry, City Clerk

CITY OF BELLFLOWER**AGREEMENT FILE NO. 541****AGREEMENT AMONG THE CITIES OF BELLFLOWER,
CERRITOS, AND LAKEWOOD
(Traffic Signal Maintenance and Repair at the Intersection of
Palo Verde Avenue and Allington/183rd Street)**

THIS AGREEMENT is made and effective as of July 11, 2011, among the City of Cerritos, a municipal corporation ("Cerritos"), City of Lakewood, a municipal corporation ("Lakewood"), and City of Bellflower, a municipal corporation ("Bellflower"); (sometimes hereinafter Cerritos, Lakewood, and Bellflower are collectively referred to as the "Cities").

In consideration of the mutual covenants and conditions set forth herein, the Cities agree as follows:

1. TERM

This Agreement shall be for a term of ten (10) years commencing on July 11, 2011, and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 11, 2021, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended beyond the above latter date and upon mutual written consent of all parties.

2. SERVICES

Bellflower will use its contracted traffic signal maintenance service provider for both routine and extraordinary maintenance of the traffic signals and overhead illuminated street name signs at the intersection of Palo Verde Avenue and Allington/183rd Street. Bellflower will notify Cerritos and Lakewood if the service provider changes.

As used in this Agreement, "routine maintenance" occurs at least monthly and includes patrolling for traffic signal malfunctions, illuminated street name sign, and highway safety lighting outages; inspection, testing, and timing of traffic signal controllers; and field repairs made during routine inspection.

As used in this Agreement, "extraordinary maintenance" includes, but is not limited to, the following activities which are not routine maintenance: addition or replacement of major traffic signal, illuminated street name and highway safety lighting equipment due to obsolescence, wear or inadequacy; repair due to damage from any cause, including vandalism, except those field repairs made to equipment internal to the controller cabinet during routine maintenance inspection calls; replacement of inductive loop detectors; repainting of signal heads; and relamping and replacement of ballasts for illuminated street name signs and highway safety lighting.

3. PERFORMANCE

Bellflower, Cerritos, and Lakewood shall at all times faithfully, competently, and to the best of their ability, experience, and talent, work cooperatively for the execution of this Agreement. Bellflower shall employ a competent service provider to fulfill its responsibilities pursuant to this Agreement. When extraordinary maintenance is required, which is the financial responsibility of Cerritos or Lakewood pursuant to Section 6 of this Agreement, if the service provider suggests more than one alternative course of action to effect the needed maintenance, then Bellflower shall consult with Cerritos or Lakewood respectively regarding the course of action to be taken.

4. MANAGEMENT OF THIS AGREEMENT

Bellflower's Director of Public Works shall represent Bellflower in all matters pertaining to the administration of this Agreement. Lakewood's Director of Public Works shall represent Lakewood in all matters pertaining to the administration of this Agreement. Cerritos' Director of Public Works shall represent Cerritos in all matters pertaining to the administration of this Agreement. Each of the foregoing individuals are collectively referred to individually as the "Contract Administrator" and collectively as the "Contract Administrators." Bellflower's Contract Administrator shall review and approve, upon consultation with Cerritos and/or Lakewood's Contract Administrator(s), as applicable, all products submitted by signal maintenance service provider, but not including the authority to enlarge the tasks to be performed or change the compensation due to the signal maintenance service provider without prior notification to Cerritos and Lakewood.

5. PAYMENT

Bellflower will serve as the primary agency and will submit invoices to Cerritos and Lakewood for reimbursement of routine maintenance services and extraordinary maintenance costs performed by signal maintenance service provider and energy costs billed by Southern California Edison (SCE). After Bellflower receives invoices it will make payment to signal maintenance service provider monthly for services satisfactorily completed. Bellflower will invoice Cerritos and Lakewood quarterly based on the calendar year and according to Section 6 below. Bellflower shall submit quarterly invoices to Cerritos and Lakewood within fifteen (15) working days after the date on which Bellflower receives the service provider's third (3rd) monthly invoice for any calendar quarter, or as soon thereafter as practical. Payment shall be made by Cerritos and Lakewood for all fees within thirty days (30 days) after receipt of each invoice from Bellflower.

6. COST SHARING: MAINTENANCE/REPAIR & ENERGY

Cost sharing for routine signal maintenance costs amongst the Cities is as follows: Lakewood's share is twenty-five percent (25%), Cerritos' share is fifty percent (50%), and Bellflower's share is twenty-five percent (25%). As of the effective date of this Agreement, one hundred percent (100%) of the cost for routine maintenance of the intersection is Sixty-four Dollars and Fifty Cents (\$64.50) per month (excluding energy and extraordinary costs). Bellflower shall notify Cerritos and Lakewood promptly of any proposed cost increase.

For extraordinary maintenance, the entire cost, including labor and equipment, will be shared as follows and in accordance with the maintenance cost sharing provision above: Lakewood's share is twenty-five percent (25%), Cerritos' share is fifty percent (50%), and Bellflower's share is twenty-five percent (25%).

The Cities understand the traffic signals of concern have electrical service provided by Southern California Edison (SCE). It is also understood the energy to power the subject signals runs through one meter and that meter account is assigned and billed to the City of Bellflower. Cost sharing for energy to power the traffic signals that are charged to that single meter will be shared as follows and in accordance with the maintenance cost and extraordinary maintenance cost-sharing provisions above: Lakewood's share is twenty-five percent (25%), Cerritos' share is fifty percent (50%), and Bellflower's share is twenty-five percent (25%). Lakewood and Cerritos' shares shall also be reimbursed to Bellflower for payment of energy costs in conformance with Section 5 above.

7. REIMBURSEMENT

The Agreement with the signal maintenance service provider will provide for monthly invoices to Bellflower to be paid in accordance with provisions of this Agreement. The service provider shall not be reimbursed for any extraordinary fees or other expenses not specifically provided for in this Agreement unless authorized in writing by Bellflower, Cerritos, and Lakewood as applicable. City of Bellflower's Agreement with service provider requires the service provider to seek approval of extraordinary costs in excess of \$500.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Bellflower, Cerritos, and Lakewood may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other parties at least ten-days' (10-days') prior written notice. If any party suspends or terminates a portion of the Agreement, then such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, Cerritos and/or Lakewood shall pay to Bellflower the actual value of the work performed up to the date of termination. Upon termination of the Agreement pursuant to this Section, Bellflower will submit invoices to Cerritos and/or Lakewood pursuant to Section 5.

9. DEFAULT OF CERRITOS OR LAKEWOOD

(a) Cerritos or Lakewood's failure to comply with the provisions of this Agreement shall constitute a default. In the event Cerritos or Lakewood are in default for cause under the terms of this Agreement, Bellflower shall notify service provider of same and shall have no obligation or duty to continue compensating traffic signal maintenance service provider for any work performed for Cerritos or Lakewood, as applicable, after the date of default and can terminate this Agreement per Section 8(a).

(b) If Bellflower's City Manager, or his designee, determines Cerritos or Lakewood are in default in the performance of any of the terms of this Agreement, then he shall cause to be served upon Cerritos and Lakewood a written notice of the default. Cerritos and Lakewood shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory payment. In the event that Cerritos and Lakewood fail to cure its default within such period of time, Bellflower shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Bellflower's service provider shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information that relates to the performance of the service provider under this Agreement. Bellflower, Cerritos, and Lakewood shall receive from service provider adequate records of services provided in sufficient detail to permit an evaluation of services for each billing cycle. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Service Provider shall provide free access to the representatives of Bellflower, Cerritos, and Lakewood or its designees at reasonable times to such books and records; shall permit Bellflower, Cerritos, and Lakewood to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

(b) The Agreement with the service provider shall provide that upon expiration of this Agreement, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, surveys, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Bellflower, Cerritos and/or Lakewood as applicable.

11. INDEMNIFICATION

(a) Neither Bellflower, nor any officer or employee of Bellflower, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Lakewood or Cerritos under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Lakewood or Cerritos under this Agreement. It is also understood and agreed, pursuant to Government Code Section 895.4, Bellflower shall fully indemnify, defend, and hold harmless Lakewood or Cerritos from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Bellflower under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Bellflower in this Agreement.

(b) Neither Cerritos, nor any officer or employee of Cerritos, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Lakewood or Bellflower under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Lakewood or Bellflower under this Agreement. It is also understood and agreed, pursuant to Government Code Section 895.4, Cerritos shall fully indemnify, defend, and hold harmless Lakewood or Bellflower from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Cerritos under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Cerritos in this Agreement.

(c) Neither Lakewood, nor any officer or employee of Lakewood, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Cerritos or Bellflower under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Cerritos or Bellflower under this Agreement. It is also understood and agreed, pursuant to Government Code Section 895.4, Lakewood shall fully indemnify, defend, and hold harmless Cerritos or Bellflower from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of Lakewood under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Lakewood in this Agreement.

(d) In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement (as defined in Section 895 of said Code), each of Cities, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of Cities indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

12. INDEPENDENT CONTRACTOR

(a) The Agreement with the service provider shall provide that the traffic signal maintenance service provider is and shall at all times remain as to Bellflower, Cerritos, and Lakewood, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of traffic signal maintenance service provider shall at all times be under traffic signal maintenance service provider's exclusive direction and control. Neither Bellflower, Cerritos, Lakewood, nor any of their officers, employees, nor agents shall have control over the conduct of traffic signal maintenance service provider or any of traffic signal maintenance service provider's officers, employees or agents, except as set forth in its Agreement with the City of Bellflower. Traffic signal maintenance service provider shall not, at any time or in any manner, represent it or any of its officers, employees, or agents or any manner officers, employees, or agents of Bellflower, Cerritos, or Lakewood. Traffic signal maintenance service provider shall not incur or have the power to incur any debt, obligation, or liability whatever against Bellflower, Cerritos, or Lakewood, or bind Bellflower, Cerritos, or Lakewood in any manner.

(b) The Agreement with the service provider shall provide that no employee benefits shall be available to traffic signal maintenance service provider in connection with the performance of this Agreement. Except for the fees paid to traffic signal maintenance service provider as provided in the Agreement, Bellflower, Cerritos, and Lakewood shall not pay salaries, wages, or other compensation to traffic signal maintenance service provider for performing services hereunder for Bellflower, Cerritos, or Lakewood. Bellflower, Cerritos, and Lakewood shall not be liable for compensation or indemnification to traffic signal maintenance service provider for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

Bellflower, Cerritos, and Lakewood shall keep themselves informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect relationship created pursuant to this Agreement. Bellflower, Cerritos, and Lakewood shall at all times observe and comply with all such laws and regulations. Any City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of another to comply with any Section of this Agreement.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. THIS SECTION RESERVED

16. NOTICES

Any notices which either party may desire or are required to give to the other party under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as the party may later designate by notice.

To Bellflower: City of Bellflower
 Attention: Michael J. Egan, City Manager
 16600 Civic Center Drive
 Bellflower, CA 90706

To Cerritos: City of Cerritos
 Attention: Art Gallucci, City Manager
 18125 Bloomfield Avenue
 Cerritos, CA 90703

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

17. ASSIGNMENT

None of the Cities shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior consent of the other Cities.

18. GOVERNING LAW

Bellflower, Cerritos, and Lakewood understand and agree the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the state or federal district court with jurisdiction over the Bellflower.

19. ENTIRE AGREEMENT

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

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the parties named below warrant and represent that they have the authority to execute this Agreement on behalf of their Cities and have the authority to bind Cities to the performance of its obligations hereunder.

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

CITY OF BELLFLOWER,
a general law city



Scott A. Larsen, Mayor

Attest:



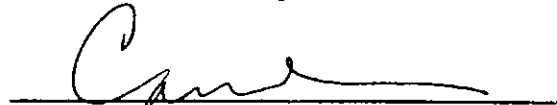
Debra D. Bauchop, City Clerk

Approved As To Form:



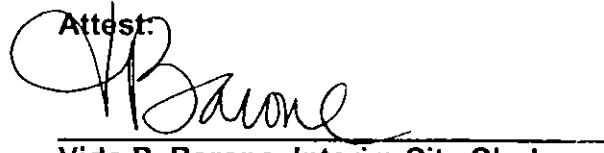
Joseph W. Pannone, City Attorney
City of Bellflower

CITY OF CERRITOS,
a charter city



Carol K. Chen, Mayor

Attest:




Vida P. Barone, Interim City Clerk

CITY OF LAKEWOOD,
a general law city



Larry Van Nostran, Mayor

Attest:



Denise R. Hayward, City Clerk

COUNCIL AGENDA

June 8, 2021

TO: Honorable Mayor and City Council

SUBJECT: Professional Services Agreement (PSA) for On-Call Consulting Services

INTRODUCTION

On May 26, 2020, the City Council awarded a contract to Cannon Corporation for the Well 28 Equipping Project that included the design of pump equipment and piping, bidding support, and construction services support.

STATEMENT OF FACT

To date, Cannon Corporation has completed the design for the well pump and motor, pipeline, and electrical motor controls and is currently in the process of providing construction support services. Cannon has performed well so far and has supported the project with all in-house staff that included electrical and instrumentation engineering, structural engineering, and field survey.

In addition to the services already provided, DWR is in need of a consultant to help plan and implement a few integral projects to optimize the City's water system. Cannon's clear understanding of the DWR's water system, the scope of the work and the overall goal of these future projects is important to the department, therefore, staff confidently recommends approving a Professional Services Agreement for FY 2021-2022 for an amount not to exceed \$50,000.

FISCAL IMPACT

The City's Water Fund has the adequate reserve for this CIP project.

SUMMARY

Staff recommends that the City Council approve a Professional Service Agreement (PSA) with Cannon Corporation for On-Call Consulting Services for FY 2021-2022.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the a Professional Services Agreement with Cannon Corporation On-Call Consulting Services for FY 2021-2022 for an amount not to exceed \$50,000;
2. Appropriate \$50,000 in Water Reserve Fund for On-Call Consulting Services; and
3. Authorize the Mayor to sign the contract in a form approved by the City Attorney



Jason J. Wen, Ph.D., P.E.
Director of Water Resources



Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL CONSULTING SERVICES**

This Professional Services Agreement (“Agreement”) is made and effective as of June 8, 2021 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Cannon Corporation, a California corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement with the option to renew Agreement at the end of the term.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$50,000.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City’s written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF CONSULTANT

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

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this

Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

B. Duty to Defend.

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

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

behalf of Consultant or its employees, agents, subcontractors, or subConsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subConsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subConsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subConsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request (“Discovery”), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

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

To the City:	City of Lakewood 5050 Clark Avenue Lakewood, CA 90712 Attention: City Manager
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To Consultant:	Cannon Corporation 11900 West Olympic Blvd, Suite 530 Los Angeles, CA 90064 Attention: Gary D. Roepke, PE
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17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

24. WAIVER

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

25. SEVERABILITY

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

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

[If Consultant is a corporation, two signatures are required:

Signature 1 – the Chairperson of the Board, the President, or any Vice President;

Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit A
Exhibit B

Consultant's Proposal
Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL



June 3, 2021

Derwin Dy, PE, LEED AP, ENV SP
Assistant Director of Water Resources
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

PROJECT: PROPOSAL TO PROVIDE ON-CALL CONSULTING SERVICES FOR WATER RESOURCES

Dear Mr. Dy:

Cannon thanks the City of Lakewood (City) for considering us for this project to determine this On-Call Consulting Services. This proposal presents our understanding and approach to completing the study, along with our scope of work.

Project Understanding and Background

Cannon understands the City is continuing to pursue improvements to its water system. The City's primary source of water comes from its groundwater wells, with emergency connections to Metropolitan Water District of Southern California, the cities of Long Beach, Cerritos, and Signal Hill and Golden State Water Company.

The City's water system is a closed system, without elevated storage tanks to maintain pressure. System pressure is maintained by wells and pumps which turn on and off as the pressure in the system fluctuates based on the demands of the community. The water system has three plants providing water to the City: Plant 4, Plant 13, and Plant 22.

We understand that, as part of this project, the City requests consultation, design, bidding assistance, construction services, construction management and inspection, and permitting assistance as required.

The projects that will be most likely covered by this On-Call Agreement will be the following:

1. Optimization of Plant 4
2. Interconnection Pump Station at Gold State Water Connection
3. Upgrades to Plant 22

Approach

Cannon has designed multiple facilities similar to the City's plants. Our approach is to work with the City's staff to determine the requirements of the projects and present the necessary studies and or design to accomplish the goals of the project.

The following Scope of Work is generic and will modified as the project dictates.

Scope of Work

11900 West Olympic Blvd., Suite 530
Los Angeles, CA 90064
T 310.664.1166 F 210.884.8877
CannonCorp.us

Project 210208



The Scope of Work is intended to be a collaborative effort with the City's Water Resources Department and Cannon. The City knows their plant operations best, and we will work closely with you to improve any operations that meets your needs.

Phase 1 Project Management

This project will require set-up, scheduling controlling and correspondence between Cannon and the City. Correspondence includes telephone conversations, emails, project bi-weekly status reports, meeting minutes, and project memorandums. Project Management will include monthly meetings and detailed invoices.

Task 1 - Information Gathering

Cannon will become educated to the demands of the water system and the capacities and efficiencies of all the facilities. We believe that it would be best to review and compile all the available information before meeting with the City to discuss the current operation. Cannon would like to schedule a review meeting after we have compiled and analyzed all pertinent information.

Task 1.1 Information Review and Compiling

This task includes summarizing the information reviewed in a preliminary Technical Memorandum (Memo) which will be submitted to the City for review. This Memo will include: exhibits, tables, charts, and graphs presenting information reviewed, and the current operation. After the City's review of the information, a review meeting will be scheduled.

Task 1.2 Project Kick off Meeting

We will coordinate and attend meetings including a project kickoff meeting with City staff. The meeting agenda will focus on developing a project understanding, project progress team involvement, and project constraints. This meeting will also include project introduction, review of background information and project scope, and an overview of the project schedule; it represents a key opportunity for representatives from the City to steer the project team and further clarify critical elements of the project scope.

Task 1.3 Site Visits and Investigations

This task will include the following:

- Collect relevant information with the project team and City staff.
- Conduct a site visit and field reconnaissance.

Task 1.4 Topographic Survey

A topographic survey is needed to provide the existing conditions and constraints for the project site. Cannon will retrieve pertinent record mapping (Tract Maps, Parcel Maps, Record of Survey Maps and Corner Records) proximate to the well site. Our survey field crews will seek to recover survey marks reflected on said maps to serve as registration points for plotting the topographic map relative to the property lines. The found survey marks (if any) and the topographic mapping will be precisely tied by our control survey to the NAD'83 and NAVD'88 horizontal and vertical datum, respectively.

11900 West Olympic Blvd., Suite 830
Los Angeles, CA 90064
T 310.864.1188 F 310.864.8877
CannonCorp.us

Project 210208
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Task 1.5 Plans and Specifications

Plans and specifications will conform to industry standards and meet the requirements of the City.

Task 1.6 Construction Support Services

Construction Support services will include review of RFI's, Submittals, Site Visits and other services required by the City.

Fee Schedule

Cannon will complete the Scope of Work on a Time and Material basis not to exceed fee of \$50,000 per that attached Fee Schedule.

I am available to answer any questions or to further discuss this proposal through the contact methods provided below. On behalf of the Cannon team, I appreciate this opportunity to serve the City of Lakewood and hope to speak in more detail soon.

Sincerely,

A handwritten signature in black ink that reads "Gary D. Roepke". The signature is fluid and cursive, written over a light gray background.

Gary D. Roepke, PE
Senior Principal Engineer
C 48693

P: 310 382-5129, C 310.633.0889, GaryR@CannonCorp.us



2020 Fee Schedule
 Bid Rate Range
 Subject to Change

Accounting Specialist/Admin. Assistant	\$ 45 - \$ 65
Business Services Administrator I - III	\$ 62 - \$ 72
Business Services Coordinator I - II	\$ 52 - \$ 57
Assistant Resident Engineer	\$ 115 - \$ 145
Associate Construction Engineer	\$ 110 - \$ 120
Associate Engineer	\$ 140 - \$ 175
Associate Landscape Architect	\$ 145 - \$ 155
Associate Planner	\$ 140 - \$ 150
Automation Design/Project Engineer	\$ 115 - \$ 135
Automation Specialist	\$ 115 - \$ 145
Automation Technician	\$ 95 - \$ 105
CAD Tech	\$ 85 - \$ 95
CAD Manager	\$ 100 - \$ 110
Contract Assistant I - II	\$ 60 - \$ 65
Construction Inspector I - III	\$ 110 - \$ 130
Construction Manager	\$ 155 - \$ 165
Controller	\$ 70 - \$ 110
Design Engineer	\$ 110 - \$ 130
Director	\$ 180 - \$ 220
Engineer Tech	\$ 98 - \$ 108
Engineering Assistant I - II	\$ 80 - \$ 85
Engineering Manager	\$ 210 - \$ 230
Grant Funding Manager I - II	\$ 110 - \$ 145
RF Construction Coordinator I - II	\$ 93 - \$ 114
RF Services Coordinator	\$ 80 - \$ 90
Information Systems Admin/Manager	\$ 75 - \$ 115
Land Surveyor I - V	\$ 150 - \$ 195
Landscape Architect	\$ 105 - \$ 115
Landscape Designer I - II	\$ 80 - \$ 104
Lead Automation Specialist	\$ 147 - \$ 157
Lead Automation Technician	\$ 105 - \$ 115
Lead Designer	\$ 100 - \$ 122
Marketing Manager / Director	\$ 125 - \$ 150
Office Engineer / Construction I - III	\$ 98 - \$ 120
Plan Check Engineer I - III	\$ 120 - \$ 165
Planner I - II	\$ 83 - \$ 104
Planning Assistant I	\$ 55 - \$ 70
Principal Construction Engineer	\$ 185 - \$ 195
Principal Designer	\$ 110 - \$ 134
Principal Engineer	\$ 170 - \$ 202
Project Coordinator I - II	\$ 88 - \$ 104

Project Designer	\$ 83 - \$ 120
Project Engineer	\$ 120 - \$ 145
Project Manager / Sr. Principal	\$ 195 - \$ 220
Resident Engineer	\$ 155 - \$ 165
Sr. Associate Engineer	\$ 150 - \$ 180
Sr. Automation Specialist	\$ 163 - \$ 170
Sr. Automation Technician	\$ 126 - \$ 136
Sr. CAD Tech	\$ 90 - \$ 110
Sr. Construction Engineer	\$ 175 - \$ 195
Sr. Construction Manager	\$ 180 - \$ 200
Sr. Consultant / Principal-in-Charge	\$ 185 - \$ 260
Sr. Land Surveyor	\$ 191 - \$ 221
Sr. Landscape Architect	\$ 153 - \$ 163
Sr. Planner	\$ 153 - \$ 163
Sr. Principal Designer	\$ 110 - \$ 150
Sr. Principal Engineer	\$ 160 - \$ 210
Sr. Project Designer	\$ 105 - \$ 130
Sr. Project Engineer	\$ 130 - \$ 155
Sr. Project Manager	\$ 190 - \$ 213
Sr. Resident Engineer	\$ 172 - \$ 185
Structural Representative	\$ 172 - \$ 182
Survey Manager	\$ 195 - \$ 225
Survey Technician I - VI	\$ 105 - \$ 165
Technical Writer I - IV	\$ 90 - \$ 125

Survey Crew Rates - Regular

One-Man Field	\$ 166
Two-Man Field	\$ 245
Three-Man Field	\$ 325
Two-Man - HD5	\$ 295

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 220
Two-Man Field	\$ 295
Three-Man Field	\$ 425

Electrical - Prevailing Wage

Electrician	\$ 110 - \$ 158
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CM - Prevailing Wage

RF Construction Inspector	\$ 140
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Forensic Engineering / Expert Testimony Retention Available Upon Request

Other Direct Charge

Blackline Photo	\$2.00 per page
Outside Reproduction	Cost + 15%
Automation & Electrical Materials	Cost + 25% (H&M)
Subcontractor Fees	Cost + 10%

Color Photo	\$5.00 per page
Travel and Related Substances	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for duty hours in excess of 8 hours a week and a multiplier of 2.0 for duty hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours (between 8:00 p.m. and 8:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied. Sunday Crews and Automation Field staff are billed prior to payroll, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 8:00 p.m. and 8:00 a.m.). The stated rates will apply for charges, typically on an annual basis.

11900 West Olympic Blvd., Suite 530
 Los Angeles, CA 90064
 T 310.864.1166 F 210.864.8977
 CannonCorp.us

Project 210288
 4

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNCIL AGENDA

June 8, 2021

TO: Honorable Mayor and City Council

SUBJECT: First Amendment to Professional Services Agreement (PSA) for Well 28 Equipping Project

INTRODUCTION

On May 26, 2020, the City Council awarded a contract to Cannon Corporation for the Well 28 Equipping Project. The contract with Cannon Corporation is scheduled to end on June 30, 2021. Since this project is still on-going, staff recommends extending the contract to June 30, 2022 per the agreement.

STATEMENT OF FACT

On May 26, 2020, the City Council awarded a contract to Cannon Corporation for the Well 28 Equipping Project. The scope of consulting services included designs for well pump and motor, pipeline, and electrical motor controls, a bid package with engineering drawings and specifications, as well as construction support and management services.

To date, Cannon has completed the design for well pump and motor, pipeline, and electrical motor controls and continues to oversee this ongoing project providing support and management services. Cannon's clear understanding of the scope of the work and overall project design is integral to the completion of the project and an extension of their expiring contract is a necessity.

FISCAL IMPACT

The City's Water Fund has the adequate reserve for this CIP project. No budget changes are required for this on-going project.


SUMMARY

Staff recommends that the City Council extend the Professional Service Agreement (PSA) with Cannon Corporation for the Well 28 equipping project until June 30, 2022.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to Professional Services Agreement with Cannon Corporation to extend the existing contract to June 30, 2022;
2. Authorize the Mayor to sign the contract in a form approved by the City Attorney.


Jason J. Wen, Ph.D., P.E.
Director of Water Resources


Thaddeus McCormack
City Manager

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR
CONSULTING SERVICES FOR
WATER WELL #28 EQUIPPING PROJECT**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 8, 2021, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and CANNON CORPORATION, sometimes hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, on May 26, 2020, the CITY and CONSULTANT entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES FOR WATER WELL #28 EQUIPPING PROJECT"; and

WHEREAS, the CITY and CONSULTANT desire to extend the existing agreement until June 30, 2022.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2022 and may be renewed by the City with the concurrence of the CONSULTANT for any successive one-year term unless sooner terminated.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

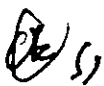
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

By: _____
Mayor

CONSULTANT

By: _____
Cannon Corporation



Assigned to the Director of Water Resources

COUNCIL AGENDA

June 8, 2021

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, Inc. entitles them to a price increase based on the April to April CPI for this area. CJ Construction, Inc. has requested this CPI increase. The proposed Schedule of Compensation reflects a 3.61% 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, 2022, 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 
Director of Public Works


Thaddeus McCormack
City Manager

RENEWAL OF AGREEMENT FOR
HARDSCAPE MAINTENANCE
BETWEEN THE CITY OF LAKEWOOD AND
CJ CONSTRUCTION, INCORPORATED

Per Section 15 of the Agreement dated December 14, 2004, the undersigned agree to extend the agreement for hardscape and asphalt maintenance services dated the 14th day of December, 2004, under the same terms and conditions for one year commencing July 1, 2021, and ending June 30, 2022,

except as amended and as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 8th day of June, 2021.

CJ CONSTRUCTION, INC.

CITY OF LAKEWOOD

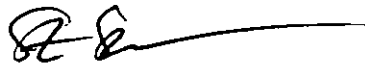
John Sarno, President

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

(49) 

City Attorney

CITY OF LAKEWOOD
AGREEMENT
for
HARDSCAPE MAINTENANCE

EXHIBIT A

SCHEDULE OF COMPENSATION

CJ Construction has carefully examined the hardscape infrastructure of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2022. 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	\$6.81
2	Target Area: R&R Curb & Gutter	LF	\$40.82
3	Target Area: R&R Driveway Approach (6-inch)	SF	\$6.81
4	Target Area: R&R Asphalt Pavement	SF	\$5.44
5	Target Area: R&R Curb Ramp	EA	\$2,515.92
6	Isolated Locations: R&R Sidewalk (4-inch)	SF	\$6.81
7	Isolated Locations: R&R Curb & Gutter	LF	\$40.82
8	Isolated Locations: R&R Driveway Approach (6-inch)	SF	\$6.81
9	Isolated Locations: R&R Asphalt Pavement	SF	\$5.44
10	Isolated Locations: R&R Curb Ramp	EA	\$2,515.92

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Renew Master Agreement with Conservation Corps of Long Beach

INTRODUCTION

The Conservation Corps of Long Beach (the Corps) is a California non-profit corporation that provides training in job skills and environmental education to young men and women of the region. The Corps is ready and willing to participate in maintenance, landscape and construction projects for the benefit of the City of Lakewood. Renewing the Master Agreement would allow staff to work with the Corps to develop and implement those projects and services.


STATEMENT OF FACT

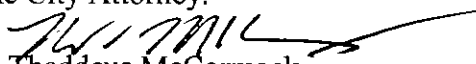
The City of Lakewood has a substantial responsibility for the maintenance, repair and improvement of city parks, buildings, play areas, community centers, and public infrastructure. The Corps is authorized under California and Federal Law to perform this type of work, with a mission of providing job skills to young men and women, so that they can go on to be productive members of the work force. Using the Corps is a helpful supplement to City staff, and provides the opportunities that the Corps is seeking for their members. Under Section 14507.5 of the Public Resources Code, as well as Labor Code section 1720.4, their workers are exempt from the prevailing wage requirements.

So far, this has been very successful partnership. Our more experience skilled trades workers work alongside the corps members, teach them the safe use of hand and power tools, framing techniques, and safe work practices. The corps members have had the opportunity to get hands-on construction experience. We are also in discussion with the Corps management regarding additional projects where they could gain valuable work experience and the City would benefit from their labor and enthusiasm. Most recently, the CC of LB assisted on the Lakewood Equestrian Center hay barn project. They will also assist on the upcoming Rynerson Roof Improvement project. The agreement allows for the City Manager to authorize budgeted projects and services up to \$20,000 per proposal, but any larger projects would be brought before the City Council for specific authorization.

RECOMMENDATION

- (1) Approve the amendment to the Master Agreement with the Conservation Corps of Long Beach for a five-year period ending June 30, 2026, 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 CONSERVATION CORP OF LONG BEACH

The Agreement dated February 11, 2020 is hereby 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 five years commencing July 1, 2021, and ending June 30, 2026.

The Agreement of February 11, 2020, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

DAN KNAPP, EXECUTIVE DIRECTOR
CONSERVATION CORP OF LONG BEACH

MAYOR

APPROVED AS TO FORM:

ATTEST:



CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Agreement for 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. 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.

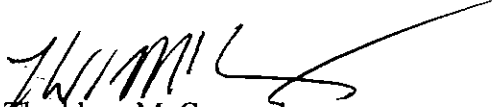
Most recently, D7 is working on the design engineering of the roof replacement project at several City facilities. On March 9, 2021, Council approved the proposal for the roof replacements project and authorized amending their agreement to increase the not-to-exceed limit to \$250,000 to allow for their design work on the project, as well the on-site daily quality insurance inspection services that will take place during construction. The design work is still being completed, and the on-site daily observation is expected to take place during construction in the next fiscal year.

RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with D7 Consulting Inc. for roof warranty and inspection services for a one-year period ending June 30, 2022, in an amount Not-To-Exceed \$250,000, and authorize the Mayor and City Clerk to sign the agreement in a form as 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
D7 CONSULTING INC.

The Agreement dated June 11, 2019, 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, 2021, and ending June 30, 2022.

The Agreement of June 11, 2019, as amended on March 9, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

D7 CONSULTING, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

(by) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

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 previously assisted 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 2 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 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

Gregor Markel
DAHLIN GROUP

MAYOR

APPROVED AS TO FORM:

ATTEST:

(63) 

CITY ATTORNEY

CITY CLERK



2021-2022 BASIC HOURLY RATES SCHEDULE

President, Vice President, Founder	\$300
Principal, Director, Senior Principal, Senior Director	\$200 - \$250
Senior Architect, Sr. Designer, Sr. Project Manager, Sr. Planner, Sr. Interior Designer	\$180 - \$190
Architect, Designer, Project Manager, Planner, Multimedia Designer	\$150 - \$170
Job Captain, Interior Designer	\$125 - \$140
Designer/Drafter	\$100 - \$115
Administration	\$85 - \$125

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of On-Call Architectural Services Agreement
With David George + Associates

INTRODUCTION

David George + Associates has been successfully assisting the City with consulting Architectural Services since January of 2021. They offer a wide array of project experience, in particular park and civic buildings. They are currently assisting the City with the Community Development and Public Works counter improvement project. Staff recommends amending the on-call agreement with DG+A.

STATEMENT OF FACT

The City has a continued need of the services of a contract architectural planning, design and engineering firm and DG+A has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

DG+A 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 DG+A, 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
ON-CALL ARCHITECTURAL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND DG+A

The Agreement dated January 26, 2021, 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 2 attached, for services actually rendered."

The Agreement of January 26, 2021, is reaffirmed in all other aspects, except as amended herein.
Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

David George
DAVID GEORGE & ASSOCIATES

MAYOR

APPROVED AS TO FORM:

ATTEST:

(b) 

CITY ATTORNEY

CITY CLERK



DG+A JULY 2021 – JUNE 2022 STANDARD HOURLY RATE SCHEDULE

Principal.....	\$150.00 - 200.00
Project Managers.....	\$100.00 - 150.00
Senior Designer/Technical Personnel.....	\$80.00 – 90.00
Intermediate Designer/Technical Personnel.....	\$65.00 – 75.00
Junior Designer/Technical Personnel.....	\$40.00 - 50.00
Graphic Designer/Technical Personnel.....	\$25 - 50.00
Clerical / Word Processing.....	\$35.00

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Dekra-Lite Holiday Lighting and Equipment Agreement

INTRODUCTION

Dekra-Lite has provided Holiday decorations for the Centre at Sycamore Plaza for the past several years. Staff recommends their agreement be extended.

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 \$44,000 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, 2022, in an amount not to exceed \$44,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp *LAR*
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, 2021, and ending June 30, 2022.

The Agreement of June 28, 2016, is reaffirmed in all other aspects, except as amended herein.
Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

DEKRA-LITE INDUSTRIES, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

(by) 

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.: QT093075
 Order Date: 3/30/2021
 Ship Date: 11/24/2021
 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 City Hall and The Centre Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	50%/NET 30	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood		INSTALLATION

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
1	LABORIRS	Labor Installation, Removal & Storage of Customer Owned IPS System Location: Center Building Pointing Down	2.00	EA	776.62	1,553.24
2	LABORIRS	Labor Installation, Removal & Storage of Customer Owned Fiberglass Sleigh	1.00	EA	2,589.60	2,589.60
3	LABORIRS	Labor Installation, Removal & Storage of Customer Owned Toy Soldier	2.00	EA	632.00	1,264.00
4	LABORIRS	Labor Installation, Removal & Storage of Customer Owned Drum Base for Toy Soldiers	2.00	EA	632.00	1,264.00
5	LABORIRS	Labor Installation, Removal & Storage of Customer Owned 24" Fiberglass Giant Present	5.00	EA	632.00	3,160.00
6	LABORIRS	Labor Installation, Removal & Storage of Customer Owned 32" Fiberglass Giant Present	5.00	EA	632.00	3,160.00
7	LABORIRS	Labor Installation, Removal & Storage of Customer Owned 48" Fiberglass Giant Present	2.00	EA	632.00	1,264.00
8	BOWBI24RED30TAIL	24" Red Structural Bow with Gold Trim with 30" Tails Replacement for Faded Bows	4.00	EA	79.00	316.00
9	LABORIRS	Labor Installation, Removal & Storage of Customer Owned 24" Double Bow Accent Kit - No Decor Unlit	2.00	EA	140.40	280.80
10	LABORIRS	Labor Installation, Removal & Storage of Customer Owned Undecorated 8' Wreaths w/ LED Mini Lights and Red Bows Location: Center Building	2.00	EA	1,225.90	2,451.80
11	LABORIRS	Labor Installation, Removal & Storage of Customer Owned Undecorated 9' Scroll Lit w/ LED Mini Lights and Red Bow Location: City Hall	1.00	EA	964.08	964.08
12	LBC9LEDF120SUNWW-SMD	SMD LED C9 (E17) Faceted Bulb, Sun Warm White (2600-2800K) *Replacement Bulbs for Perimeter Lighting	100.00	EA	1.39	139.00
13	PERIMETERLABOR	Perimeter Lighting Labor Includes: Installation, Maintenance, Removal and Storage of 1030' C9 Faceted Warm White LED Perimeter Lighting	1.00	EA	3,182.00	3,182.00
14	LABORIRS	Labor Installation, Removal & Storage of Customer Owned Wall Washers (Custom Programmed) with Custom Brackets on Tree Trunks	6.00	EA	133.90	803.40
15	LABORIRS	Labor Installation, Removal & Storage of Customer Owned 850mm Snowfall Tubes	25.00	EA	42.64	1,066.00
16	LABORIRS	Labor Installation, Removal & Storage of Customer Owned 570mm Snowfall Tubes	10.00	EA	42.64	426.40
17	LABORIRS	Labor Installation, Removal & Storage of Customer Owned Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)	1.00	EA	964.08	964.08



Dekra-Lite
 3102 W. Alton Ave.
 Santa Ana, CA, 92704
 Phone: (714) 436-0705
 Web: www.dekra-lite.com

Quote

Sales Install No.: QT093075
Order Date: 3/30/2021
Ship Date: 11/24/2021
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 City Hall and The Centre Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	50%/NET 30	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood		INSTALLATION

18	TREELTGLABOR	Tree Lighting Labor of Sycamore Tree Lit with (12) Warm White LED Mini Lights	4.00	EA	309.00	1,236.00
19	LMLED5M50L6GWWH	Warm White (2400 - 2500K) LED Mini Lights, 5MM Reflective, 6x6x6" sp, Grn Wire (50 Bulbs) *Replacement Strands	12.00	EA	13.85	166.20
20	LABORIRS	Labor Installation, Removal & Storage of Customer Owned 24" RGB Sequoia Tree w/ Classic Decor Package and 24" Crystal Tree Topper	1.00	EA	16,995.00	16,995.00

Signature: _____

Date: _____

Please sign and email or fax to (714) 436-0612 Install Date: Nov. 1-25, 2020 Removal Date: Jan. 2-18, 2021 50% due upon acceptance of proposal 50% due Net 30 at time of install *Tax Subject to Change per California Sales and Use Tax Regulation **Installation Date Range is Not Guaranteed Until Order is Approved**	<table style="width: 100%;"> <tr> <td>Sub Total:</td> <td style="text-align: right;">43,245.60</td> </tr> <tr> <td>Freight & Misc.:</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Tax Total:</td> <td style="text-align: right;">63.68</td> </tr> <tr> <td>Total (USD):</td> <td style="text-align: right;">43,309.28</td> </tr> </table>	Sub Total:	43,245.60	Freight & Misc.:	0.00	Tax Total:	63.68	Total (USD):	43,309.28
Sub Total:	43,245.60								
Freight & Misc.:	0.00								
Tax Total:	63.68								
Total (USD):	43,309.28								

Dekra-Lite Terms and Conditions

Prices: All Prices subject to change without notice. All minimums are per color/for size (solid pack). Mixing colors to meet minimums is not acceptable. All orders are F.O.B. Santa Ana, California.

Payment Terms:

Credit Card - We Accept: AMEX, Discover, MasterCard, Visa ACH, EFT and Wire Transfers.

Any order being paid for with a credit card is subject to a maximum limit of \$15,000.

Prepaid - 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.

Section 301 Tariffs:

The US Government has taken action on Chinese-origin goods subject to additional tariffs under Section 301. While you will find slight increases throughout our product lines, our goal is to minimize the impact to our valued customers and partners. We will continue to monitor the developments of these tariffs and

COUNCIL AGENDA

June 8, 2021

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, 2022.

RECOMMENDATION

It is the recommendation of staff that the City Council authorize an extension through June 30, 2022, 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 8th day of June, 2021, 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, 2022.

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 8th day of June, 2021.


ATTEST:

Mayor

City Clerk

Approved as to form:

ECS IMAGING, INC.

(b7) 

City Attorney

By: _____
Title: _____

ECS Imaging, Inc.

5905 Brockton Ave. Suite C
 Riverside, CA 92506-2416
 (951)-787-8768
 (951)-787-0831 fax

Estimate

Date	Estimate #
6/2/2021	10265

Name/Address
City of Lakewood Finance Division P.O. Box 220 Lakewood, CA 90714-0220

Ship To
City of Lakewood Jo Mayberry

Due Date	P.O. No.	Terms	Rep	Phone
7/2/2021	Annual Renewal	Net 30	Anjy	951-787-8768

Description	Qty	Rate	Total
LF Standard Server LSAP	1	1,450.00	1,450.00
LF Full, Snapshot and Email User LSAP	8	166.00	1,328.00
LF Retrieval User LSAP	25	50.00	1,250.00
LF WebLink LSAP	1	1,590.00	1,590.00
LF Plus Plug-in LSAP	1	1,590.00	1,590.00
ECS Gold Priority Support consists of 17 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time for most services offered by ECS including Laserfiche tech support, installations, configurations of workflow and forms, and integration services. Support beginning 07/03/2021 and expiring 07/02/2022. Additional on-line or on-site support will be billed at your current hourly support rate. Minimum on-site time is calculated at 2 hours. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1	2,975.00	2,975.00
Canon DR-M1060 1yr eCarePak Warranty S/N: GQ301134 -Coverage 07/23/21-07/22/22 --Water Department	1	295.00	295.00
Canon DR-M160II 1 Yr eCarePak Warranty S/N: GXY01990 Coverage: 09/30/21-09/29/22	1	89.00	89.00
Canon Flatbed Unit 102 1 Yr eCarePak Warranty S/N: HJ300200 Coverage: 10/12/21-10/11/22	1	75.00	75.00
Your organization LSAP's expire on 07/02/2021 - Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP - support site access will be suspended if payment is not received by your expiration date		0.00	0.00
Standard Processing Fee Added to all Credit Card Payments*		Subtotal	
		Sales Tax (8.75%)	
		Total	

ECS Imaging, Inc.

5905 Brockton Ave. Suite C
 Riverside, CA 92506-2416
 (951)-787-8768
 (951)-787-0831 fax

Estimate

Date	Estimate #
6/2/2021	10265

Name/Address
City of Lakewood Finance Division P.O. Box 220 Lakewood, CA 90714-0220

Ship To
City of Lakewood Jo Mayberry

Due Date	P.O. No.	Terms	Rep	Phone
7/2/2021	Annual Renewal	Net 30	Anjy	951-787-8768

Description	Qty	Rate	Total
All Software, Licenses and Updates will be downloaded from the Laserfiche website. LSAP= LaserFiche Software Assurance Plan includes product updates and enhancements for 12 months.		0.00	0.00

Standard Processing Fee Added to all Credit Card Payments*	Subtotal	\$10,642.00
	Sales Tax (8.75%)	\$0.00
	Total	\$10,642.00

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment for Refuse Collection and Recycling Services with EDCO Waste Services

INTRODUCTION

EDCO Waste Services provides automated curbside recycling and refuse collection in Lakewood. The compensation for this service is adjusted annually with a contractually agreed payment adjustment. An amendment to the contract includes a revised contractual language and a revised Appendix B for refuse collection and recycling services. The changes to Appendix B reflect an July 1, 2021 increase in the residential contract amount by 5.4765 percent, a blended rate based on the January-to-January C.P.I. and tipping fee rate increases at local disposal sites, as well as a January 1, 2022 increase in the residential contract amount that implements the Organics Recycling Program required by the State of California.

STATEMENT OF FACT

The City of Lakewood's contract with EDCO Waste Services includes a provision for the annual adjustment of payment for residential automated curbside recycling, greenwaste and refuse collection and disposal services, by a blended escalation rate based on the January-to-January C.P.I. and tipping fee rate increases at local disposal sites.


The Environmental Management Committee met on February 18, 2021 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 2.16%, or \$0.49 per month, from \$22.70 to \$23.19 per month effective July 1, 2021 that takes into account routine operational and contractually-required factors.

The Committee was also advised about a second adjustment to the rates that incorporates the costs associated with the implementation of Senate Bill (SB) 1383 and associated organics waste reduction requirements which become effective January 1, 2022. SB 1383 requires a significant operational effort and monetary investment in order to become fully compliant. EDCO has provided the city with a comprehensive implementation plan that meets the state's requirements (see attached letter from EDCO dated January 12, 2021). It includes managing the organics tonnage, compliance & enforcement efforts, public education programs, and development of a database for proper reporting. After making some operational changes, EDCO has presented the city with a proposed monthly rate of \$1.08 per residential single-family home, effective January 1, 2022. This would be in addition to the rate adjustment previously discussed in the report.

At the February 18, 2021 Environmental Management Committee meeting, the Committee approved providing the Prop 218 notice for both proposed rate increases, 2.16% increase for the contractual annual adjustment, the 4.66% increase for the Organics Recycling program that would go into effect January 1, 2022. The public hearing for the Prop 218 notice will be held on July 27, 2021. The revised EDCO contract compensation amounts for SFR services included in the attached Amendment and Appendix B are consistent with the noticed rate increases.

RECOMMENDATION

Staff recommends that the City Council approve the 2021 Amendment to the agreement with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Lisa Ann Rapp 
Director of Public Works


Thaddeus McCormack
City Manager

2021 AMENDMENT OF 2009 AGREEMENT FOR
SOLID WASTE COLLECTION AND DISPOSAL
BETWEEN THE CITY OF LAKEWOOD AND
EDCO WASTE SERVICES, LLC

The Agreement dated April 28, 2009, as previously amended, is hereby amended as follows:

Replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2020 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2021.

The following paragraphs shall be added:

3. **SCOPE OF SERVICES**

B. CONTRACTOR'S Regular Operations

(15) CONTRACTOR shall implement a comprehensive Organics Collection and Recycling Program, described in CONTRACTOR'S proposal dated January 12, 2021, attached hereto as Appendix C and made a part hereof. Effective January 1, 2022, the compensation for this additional program shall be as stated on Appendix B, attached hereto and made a part hereof. Preparation for the implementation of the Organics Collection and Recycling Program shall begin in July 2021, with a schedule to be determined in coordination with city staff. Collection and recycling services shall begin on January 3, 2022.

(16) Beginning July 1, 2021, CONTRACTOR shall assume the responsibility for billing for and collection of additional cart services provided under this agreement.

The Agreement of April 28, 2009, as previously amended, is reaffirmed in all other aspects.

Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

EDCO WASTE SERVICES, LLC

Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

Jo Mayberry, City Clerk

Appendix B

CITY OF LAKEWOOD RATE SCHEDULE

Effective July 1, 2021

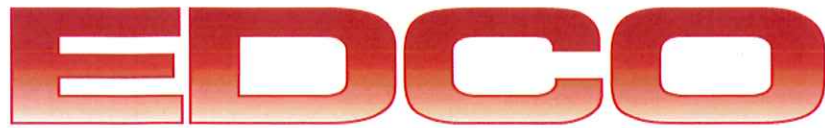
RESIDENTIAL COLLECTION SERVICES

Service	Agreement Reference	CONTRACTOR Fee or Payment	
Fiscal Year 2020-2021			
Single Family Residential Collection "Base Rate"	8. A.	\$444,919.81	Per Month
Residential Units: Base Number on January 2, 2020	8. A.	22,773	Residential Billing equivalent (1)
Residential Unit Adjustment Factor	8. A.	\$19.5372	Per Unit Residential Billing equivalent
Fiscal Year 2021-2022			
Residential Units Demolished	8. A.	0	
Residential Units Constructed	8. A.	0	
Residential Units: Base Number on January 1, 2021	8. A.	22,773	
Blended Escalation Rate		2.4475%	
Residential Billing Adjustment Factor	8. A.	\$20.0154	
Single Family Residential Collection "Base Rate"	8. A.	\$455,809.22	Per Month, Effective July 1, 2021
Increase for Organics Collection Recycling Program on 1/1/22		\$24,594.84	Per Month
Single Family Residential Collection "Base Rate"		\$480,404.06	Per Month, Effective January 1, 2022
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		\$22.86 for up to 10 plastic bags	No construction debris or greenwaste

The above-stated "Base Rate" and "Adjustment Factor" shall be subject to a percentage adjustment commencing July 1, 2013, and on the first day of each fiscal year thereafter. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index 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, and annually thereafter, as compared to the average of those rates on January 1st of the prior year.

⁽¹⁾ The number of Residential Units for 2020 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.



January 12, 2021

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

Dear Ms. Rapp,

Family owned and operated EDCO is honored to serve the waste and recycling collection needs of the City of Lakewood. As a company that does not own or operate any landfills, EDCO is committed to providing superior customer service to Lakewood and provide solutions for achieving evolving State mandates, including the goals of AB 939, AB 1826 and SB 1383.

Primary among these is SB 1383 (Lara), which was signed into law in 2016 by Governor Brown, initiating extensive review and comment. On November 3, 2020, Cal Recycle received a Notice of Approval of Regulatory Action from the Office of Administrative Law on SB 1383 Short-Lived Climate Pollutants regulations, which are now in place.

EDCO has prepared the attached Overview of SB 1383 Organics Waste Reduction Requirements and Responsibilities. In order to ensure the City complies with SB 1383, EDCO proposes to implement the following prior to December 31, 2021:

- Implementation of a residential organics collection program
- Expansion of the existing commercial organics program
- Implementation of an extensive initial and ongoing public education program
- Monitor Compliance and Conduct Enforcement
- Secure Access to Recycling Capacity
- Develop Data Base for the SB 1383 Reporting and Implementation Record

Commingled Organics Collection

EDCO believes the most efficient and economical method of organics collection is to simply expand the existing single family source separated green waste collection to include the recycling of food waste. This eliminates the need for an additional collection vehicle and associated impacts, as well as creates a user friendly commingled organics approach. Similar to commingled recycling, customer friendly programs have shown to increase participation rates.

“We’ll Take Care of It”

950 E. 27th Street • Signal Hill, CA 90755
(562) 423-8161 • Fax: (562) 423-1971 • edcodisposal.com • Printed on Recycled Paper

Ms. Lisa Rapp
January 12, 2021
Page 2

The organics collection service would allow residents to place food scraps in the same container as green waste. Recyclable organic waste includes but is not limited to green waste, landscape and pruning waste, nonhazardous wood waste and food waste.

In order to increase diversion under the automated collection, EDCO will continue to offer up to two additional green waste carts at no additional cost. Green waste carts would transform into commingled Organics carts and residents needing more than three would still have options available for a nominal fee.

Kitchen Caddies would be offered to residents for ease in collecting food scraps from kitchens. These containers are robust, dishwasher safe, odor and bug resistant and can be mounted under the sink. Material would simply be disposed of into the automated carts. Kitchen Caddie's would be available for order through the EDCO web site at no additional charge.

For Multi-Family dwellings, organics carts would be placed in the community collection point for servicing of commingled organics. Multi-Family residents would also be offered the option of Kitchen Caddie's.

Public Education Program

In order to promote diversion and increase participation, these efforts will be supported with an aggressive public education and outreach plan in coordination with the City. As part of the program implementation, EDCO would provide:

- Two Direct Mail Pieces – Two distinct direct mail pieces will be sent to all residential homes identifying program parameters, etc.
- Billing Insert – If the City billing allows, a billing insert overview will be provided at program launch.
- Email Notifications - Customers with registered email addresses through the EDCO website will receive conversion information as well as other essential service notifications via email.
- Community Meetings – EDCO will provide the option of hosting community meetings in advance of program implementation to stimulate awareness. The number would be determined at the direction of the City and adhering to COVID protocols that may be in place at that time.

- Web Page Information – The green waste page on the dedicated Lakewood section of the EDCO web site would be updated with commingled organics program parameters as well as the ability to order Kitchen Caddies.
- Follow-Up Postcards – After program implementation, a follow-up postcard would be mailed to all residential homes.
- Environmental Times Newsletter – The Environmental Times newsletter would provide ongoing sustainable education of program parameters. EDCO has found this is a critical component for sustainable success.
- Videos: EDCO has produced two videos that will be available on the EDCO web site. One is for the program overview and the other is on how to participate, both may be found at https://youtu.be/_j9niYVzrkk/. Additional videos will be produced in 2021.

As always, EDCO commits to work in coordination with and at the direction of, the City of Lakewood to advance public education efforts.

Monitor Compliance and Conduct Enforcement

Under the requirements of SB 1383, jurisdictions are required to monitor both residential and commercial generators to determine whether contamination levels are within compliance levels established in the regulation. Two methods are recommended in the regulation and EDCO believes the approach that will achieve the best results is found in using a Performance Based Testing Method.

Using this method, EDCO will evaluate generator performance by conducting characterization studies on a route by route basis. Rather than walking down streets flipping lids to study each homeowners waste (the other method), EDCO will take a representative sample from an entire collected route and measure contamination levels from that sample. Should the results exceed contamination standards, EDCO will follow up with the generators on that route using additional educational materials, such as mailers, cart tags and door-hangers.

Given the high level of engagement and participation in diversion programs, EDCO anticipates this methodology will produce needed results. Should contamination become an ongoing issue, more intrusive studies can be applied at a later date.

Secure Access to Recycling Capacity

EDCO has secured access to organics recycling capacity through facilities in Southern California. These facilities are able to accept and process organics in a manner consistent with SB 1383.

Develop Data Base for the SB 1383 Reporting and Implementation Record

EDCO has developed a Data Base for required jurisdiction reporting to Cal Recycle.

Record Keeping Requirements Included in EDCO's SB 1383 Platform

- Organic Collection Services
- Hauler Program
- Contamination Minimization
- Waivers
- Education and Outreach
- Edible Food Recovery Program
- Recycled Organic Waste Procurement
- Recycled Paper Procurement
- Commercial Edible Food Generators
- Jurisdiction Inspection and Enforcement

Transition Plan

EDCO has prepared a detailed Transition Plan as part of the implementation of the Organics Program that can be adjusted to timeframes desired by the City.

- Organics Recycling Plan approved by the City of Lakewood.
- Schedule a series of detailed meetings with Operations, Maintenance, Container Support, Field Service Representatives, and Customer Service Representatives to review general aspects of the transition, enhance awareness, and stimulate discussions of issues within all areas of the company.
- Commence preparation of draft Public Education Plan for presentation to the City, including City web page updates. Draft of all public education material presented to the City for review.

- Kitchen Caddies ordered
- Schedule dates and location of optional Community Meetings, subject to COVID constraints at the time.
- Meet with the City bi-weekly or as desired to review implementation and current level of activities.
- City approves all optional public education material.
- City of Lakewood web page updated with commingled organics information on EDCO website.
- Initial email notification sent out to registered customers identifying new program parameters, directing them to the web site as well as other essential service notifications.
- Initial four-panel color public education piece mailed to all residents identifying program parameters, etc. and Community Meeting dates
- Second email notification sent out to registered customers with conversion information as well as other essential service notifications.
- Conduct two Community Meetings regarding the program implementation, as well as presentations at service clubs, any community events, etc.
- Meet with the City to review implementation and current level of activities.
- Second public education piece mailed to all residents.
- Conduct three Community Meetings regarding the transition, as well as presentations at service clubs, any community events, etc.
- Third email notification sent out to registered customers with conversion information as well as other essential service notifications.
- Environmental Times newsletter included in the billing mailed out to residents along with supplemental information and guidelines regarding the transition.

- Conduct two Community Meetings regarding the transition, as well as presentations at service clubs, any community events, etc.
- Follow-up postcard mailed to all residential homes.
- Fourth email notification sent out to registered customers with conversion information as well as other essential service notifications.
- Meet with the City to review implementation and current level of activities.

Ongoing

- Commence service. Additional customer service representatives stationed at the Administrative Terminal to handle any telephone overflow.
- Meet with City to review any issue associated with this transition.

Rate Impacts

The impacts of SB 1383 implementation are estimated by Cal Recycle to be \$20.9 billion or more between 2019 and 2030. This investment is ultimately borne by generators through program implementation cost recovery.

For Lakewood, EDCO proposes to implement the program and adjust fees associated with organics tonnage and absorb the investment required for Public Education programs, Compliance and Enforcement and the development of a Data Base for the SB 1383 Reporting and Implementation Record. Since the City of Lakewood has already approved an organic collection rate for bin customers, this leaves only the single family residential rate to be adjusted.

The rate adjustment for single family residential to implement Organics Recycling as outlined is \$2.48 per single family home. This figure is strictly related to SB 1383 and does not include annual disposal and cost of living adjustments.

The City of Lakewood currently directs 12,600 tons per year to SERRF, with a current tip fee as of January 1, 2021 of \$100.00 per ton. As an alternative for consideration, the City could discontinue directing 8,750 tons of this material to SERRF and use those savings to partially offset the implementation of the Organics Recycling program.

Ms. Lisa Rapp
January 12, 2021
Page 7

Mandatory commercial recycling would need to be implemented Citywide for bin customers, though the City will need to adopt Ordinances for mandatory recycling associated with SB 1383. Currently, approximately 42% of bin customers subject to AB 341 participate in recycling, mandating the program would increase this figure to 100%.

The rate adjustment for single family residential to implement Organics Recycling as outlined, including reduced use of SERRF, would be \$1.08 per single family home. Though EDCO believes at some point in time there may be a need to once again access the facility at higher levels, this would allow for a softening of the economic impact at program implementation, while still delivering 3,850 tons to SERRF.

As always, if I can provide additional information on this subject or any aspect of our services, please feel free to contact me directly at 760.744.5615 x155. Thank you for allowing EDCO to be of service.

Sincerely,



Steve South
President

Attachment

COUNCIL AGENDA

June 8, 2021

TO: Honorable Mayor and Members of the Council

SUBJECT: Renewal of Agreement with Fair Housing Consultants Inc.

STATEMENT OF FACT

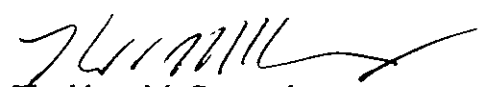
As a Community Development Block Grant (CDBG) entitlement jurisdiction, the City is required to provide a fair housing counseling program for residents. The City currently contracts for these services which are paid for with CDBG funds. The City's fair housing counseling program consists of public outreach, 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, 2021. 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, 2021, 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 2021-22 budget.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

AGREEMENT FOR FAIR HOUSING CONSULTING SERVICES

THIS CONTRACT made and entered into this 8th day of June 2021 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, 2021 and ending June 30, 2022 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 \$38,695 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 remains 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 against any and all actions, claims, demand costs, loss or expenses of any kind or nature whatsoever which may be imposed upon City, its Commissioners, officers or employees, or any of them, arising out of or attributable or connected with the performance of Consultant contemplated hereunder. Consultant shall file and maintain on file with City at all times during the term of this Agreement a Certificate of public liability and property damage insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one accident, and \$50,000 property damage. Said certificate shall name City as an additional insured, and the Certificate of Insurance forms shall be approved by the City Attorney. Such insurance shall not be cancelable without thirty (30) days prior written notice to City.
10. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of City. Any attempted assignment in violation hereof shall be void and of no force and effect, and such assignee shall not acquire any interest therein by reason of such attempted assignment. Consultant shall not subcontract any portion of the intended to or shall be construed as preventing Consultant from employing or firing employees which Consultant may deem necessary to render the performance contemplated.

11. Consultant certifies that no Federal appropriated funds received by it will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, as an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
12. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
13. In performing the services herein required of Consultant, Consultant shall deal with all service recipients in a non-discriminatory manner. It is understood and agreed that the function of Consultant under this Agreement is to carry out the work plan set forth in Exhibit A, and as such, the primary goal of Consultant should be, wherever possible, to informally conciliate complaints of alleged illegal discriminatory housing practices processed pursuant to this contract. In all cases, Consultant shall assume a position of neutrality during complaint intake and investigation.
14. It is expressly understood and agreed that Consultant has been retained as an independent contractor as distinguished from an employee or agent of City to perform aforementioned services. Consultant acknowledges the independent contractual relationship and releases City from any liability or obligation to make deductions or withholdings for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Consultant shall have any City status or benefit, including health, retirement and workers' compensation benefits.

Consultant acknowledges its independent contractor status in performing said services and assumes the risks to itself, its agents and employees and subcontractors and their agents or employees of personal injury or death, and all risk of property damage or loss of any property arising out of performance of said services by and on behalf of City and does hereby release City, its officers and personnel from any liability to Consultant, agents or employees thereof, for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore.

15. Nothing in this Agreement shall be deemed to bind any of the parties hereto to any course of conduct or action. It is expressly understood that Consultant has been retained to administer a fair and non-prejudicial program. City reserves the absolute right in its discretion to terminate this Agreement at any time or fail to renew the same because of its dissatisfaction with Consultant's performance hereunder or irrespective of Consultant's services for any other reason in its total and absolute discretion.

Consultant shall have the absolute right to make her decisions hereunder based on the facts and circumstances that she shall determine in her discretion. However, Consultant shall keep City fully advised of her work in process and, in particular, as soon as reasonably possible, notify City of any action she recommends remedying any violation of fair housing policy.

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 complaint based upon specific allegations of housing discrimination.
- i. Client Complaint Services – The Fair Housing Consultants will intake document, investigate and review allegations of discriminatory housing practices as mandated by HUD's Enforcement Division which includes intake of complaints, investigation for gathering of evidence and facts to support allegations of housing discrimination, testing to support complaints and referral to HUD or private attorney for investigation conciliation or litigation. The Fair Housing Consultants coordinates with the Fair Housing Alliance, Fair Housing Foundation, and Fair Housing of Orange County for testing services. The Fair Housing Consultants agree to provide to the CITY the results

of such tests and any recommendation for corrective action deemed necessary by the Fair Housing Consultants.

- j. Client Service Follow-Up – The Fair Housing Consultants will maintain the capability to determine the outcome of all client contact deemed to require such extended program staff monitoring.
- k. Other Housing Counseling and Assistance – The Fair Housing Consultants will provide:
 - 1. Provisions for information on tenant landlord rights.
 - 2. Referral assistance to low- and moderate-income housing consumers, especially those who are handicapped, members of minority groups, elderly, and those who are or have been unable to find suitable, safe, decent, and sanitary dwelling units. Unless the client specifies otherwise, efforts will be made to make placements outside of areas that have high concentrations of low income and/or minority residents.
- l. Monthly Reporting – The Fair Housing Consultants shall prepare monthly reports, which provide a detailed summary of discrimination complaints, counseling activities and other activities of the Fair Housing Consultants as they relate to the CITY and a cumulative activity year-end report.
- m. Billing Procedure – The Fair Housing Consultants will bill the CITY in twelve (12) monthly installments. The Fair Housing Consultants will submit monthly invoices for such payments. No expenditures or payments will exceed the aggregate sum of \$38,695. 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.

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
5050 N. Clark Avenue
Lakewood, CA 90712-0158

FAIR HOUSING CONSULTANT: 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.

FAIR HOUSING CONSULTANT CITY OF LAKEWOOD
A Municipal Corporation

Sharron Hillery

Mayor

ATTEST:



City Clerk

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. Previously, they provided the electrical plans for the renovation of the Burns Community Center, and provided assistance during construction of the Burns project as needed. They are providing the design engineering and consulting of the electrical infrastructure improvements, including main panel replacements, at multiple City facilities. On March 9, 2021, Council approved increasing the not-to-exceed limit to \$100,000 to allow the electrical infrastructure improvements project to commence.

Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time and material basis, under FBA Engineering's standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work.

RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2021-2022 in an amount Not-To-Exceed \$100,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

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 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, 2021, and ending June 30, 2022.

The Agreement of June 27, 2017, as amended on March 9, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

STEPHEN R. ZAJICEK, P.E.
FBA ENGINEERING

MAYOR

APPROVED AS TO FORM:

ATTEST:

(63) 

CITY ATTORNEY

CITY CLERK

FBA HOURLY RATE SCHEDULE – THRU JUNE 2022

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

COUNCIL AGENDA

June 8, 2021

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.

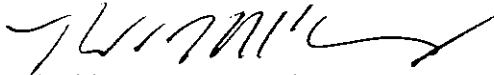
Finline's assistance has been invaluable to the Public Works Facilities division. Their work is performed on a time and material basis, under Finline's standard rate schedule, with cost proposals submitted prior to work authorization. Work is assigned on an as-needed basis during the year and proposals 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 2021-2022, 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, 2021, and ending June 30, 2022.

The Agreement of June 28, 2011, as amended June 25, 2013, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

FINELINE ELECTRIC

MAYOR

APPROVED AS TO FORM:

ATTEST:

(b7) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Storm Water Services Agreement with John L. Hunter & Associates (JLHA)

INTRODUCTION

The City has utilized storm water consultant services for the past several years. The services provided for under the proposed agreement include assisting the City in storm water inspections, annual reporting assistance, Safe Clean Water Program assistance and reporting, and review of development and redevelopment plans to meet Low Impact Development (LID) requirements. Additional storm water assistance may be required in order to comply with any new reporting requirements.

STATEMENT OF FACT

The City has been using a storm water consulting firm to provide assistance with compliance with the National Pollution Discharge Elimination System (NPDES). JLHA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time and material basis, under JLHA's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with JLHA and provide written authorization to proceed.

RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2022, in an amount not to exceed budgeted amounts for storm water consultant services 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
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, 2021 and ending June 30, 2022 except as amended as follows:

1. Section 2 Compensation for Services to include an update to the current fee schedule on a time and material basis when approved by the City, at a rate set forth in Exhibit A "Fee Schedule" for services incorporated herein.

Dated the 8th day of June 2021.

JOHN L. HUNTER

CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk

Approved as to form:

(by)  _____

City Attorney

JLHA Rate Schedule 2021

Principal	\$195 / hour
Director	\$175 / hour
Program Manager	\$175 / hour
Staff Engineer	\$175 / hour
Project Manager	\$165 / hour
Assistant Project Manager	\$155 / hour
Project Engineer	\$155 / hour
Compliance Specialist II	\$125 / hour
Project Analyst II	\$125 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$115 / hour
Project Analyst I	\$115 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$75 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Agreement for Elevator Preventative Maintenance and Repair Services with Liftech Elevator Services, Inc.

INTRODUCTION

Liftech Elevator Services, Inc. has been assisting the City in providing repair and preventative maintenance on the city's three elevators since July 2009. Staff recommends their agreement be amended.

STATEMENT OF FACT


The City has a substantial investment in the elevators at The Centre at Sycamore Plaza and Burns Community Center. Elevators are licensed by the State and require routine maintenance, inspection and testing services in order to maintain their state certifications. Occasionally, the elevators will require repairs. Downtime of an elevator must be kept to a minimum. Liftech Elevator Services, Inc. has been providing these services for several years. Currently the elevator at Burns Community Center is maintained by a separate service provider. Liftech will be providing maintenance services for the two elevators at the Centre at Sycamore Plaza.

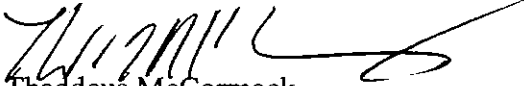
Staff recommends that the existing service provider agreement with Liftech Elevator Services, Inc. be amended for fiscal year 2021-2022 to provide for general preventative routine maintenance, inspections and required testing. Staff believes their rates are very competitive and they are available for 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, 2022, 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 2019 service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedules dated June 2021.

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, 2021, and ending June 30, 2022.

The Agreement of June 23, 2009, as amended June 22, 2010, June 25, 2013, June 27, 2017, June 12, 2018, and June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

Dan Simon
Liftech Elevator Services, Inc.

MAYOR

APPROVED AS TO FORM:

ATTEST:

(by) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

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, 2021. 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 2015-2016:

PROGRAM	FISCAL YEAR						
	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021*	2021-2022**
FIXED ROUTE TRIPS	1,181,674	1,143,916	1,142,243	1,179,906	(n/a)	(n/a)	1,154,505
DIAL-A-LIFT TRIPS	4,063	2,950	2,772	2,522	1,921	372	2,865

*Projection **Estimate (n/a) LBT did not collect Fixed Route ridership data during the Pandemic

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 2021-2022 is not to exceed \$133,577.


Reimbursement for Dial-A-Lift Services. The compensation for Dial-A-Lift services is based upon the rate of \$40.85 per passenger boarding for Fiscal Year 2021-2022. The total compensation for Dial-A-Lift services for Fiscal Year 2021-2022 is not to exceed \$117,035.

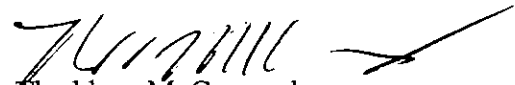
SUMMARY

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 2021-2022. 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 14, 2021

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 2021-2022, commencing July 1, 2021 and terminating June 30, 2022. 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 \$133,577 for fiscal year 2021-2022. If this Agreement is terminated prior to June 30, 2021, 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

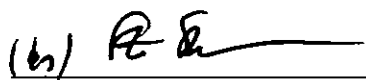
Kenneth A. McDonald
President and CEO

Jeff Wood
Mayor

APPROVED AS TO FORM

APPROVED AS TO FORM

Vincent C. Ewing
General Counsel

(b) 

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 "LBT", this 8th day of June, 2021.

WITNESSETH:

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

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

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

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

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

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

1. Term of Contract. This Agreement shall be effective when executed by the parties hereto and shall be for the fiscal year 2021-2022, commencing July 1, 2021, and terminating June 30, 2022. By resolution of the City Council and its written acceptance by LBT, this Agreement may be extended during any subsequent fiscal year. Notwithstanding the foregoing, the Agreement may be terminated by either party at any time, with or without cause, by giving thirty (30) days' prior written notice of such termination. Unless both parties otherwise agree in writing, Dial-A-Lift services to the residents of City shall be withdrawn upon the non-payment of funds to LBT.

2. Compensation. City agrees to compensate LBT for services rendered pursuant to this Agreement. Compensation shall be payable in four (4) installments. The rate of compensation for the fiscal year 2021-2022 (July 1, 2021 – June 30, 2022) shall be \$40.85 per passenger boarding. LBT shall be authorized to provide for fiscal year 2021-2022 a total of 2,865 Dial-A-Lift rides. If the contract ceiling is reached, the City shall have the option of authorizing additional service at the established rate per passenger, or of discontinuing the service provided by LBT. All invoices shall include ridership and cost data for the installment period. Installment periods shall be July 2021 through September 2021, October 2021 through December 2021, January 2022

through March 2022, April 2022 through June 2022. Installments shall be payable within thirty (30) days of invoicing by LBT. In the event City fails to make payment in a timely fashion, LBT shall notify City. If payment is not received within five (5) days of notification, LBT shall have right to cease service without notice. In the event this Agreement should be terminated prior to June 30, 2022, said payment shall be prorated to the date of termination.

3. Dial-A-Lift Services. In consideration of the foregoing, LBT agrees to cause Contractor, pursuant to the Service Agreement, to provide, during the contract period, a level of service within the Lakewood area that is not less than the level of services provided during the previous fiscal year unless otherwise agreed to by both parties in writing. It is understood and agreed that the level of said services and rates are otherwise subject to the control and discretion of LBT and any regulatory agency under which LBT may exercise a certificate of Public Convenience and Necessity of Franchise or permit. LBT shall use reasonable efforts to enforce the terms of the Service Agreement to ensure that Contractor complies with the terms of this Agreement. Notwithstanding the foregoing, in no event shall LBT be responsible for the failure of Contractor to provide the Dial-A-Lift services and the sole remedy for such failure shall be the termination of this Agreement pursuant to Section 1. Any claim or liability arising as a result of any negligent act or omission of Contractor shall be handled in accordance with Section 6.

4. Eligibility. LBT shall determine the eligibility of Lakewood residents for Dial-A-Lift services and issue a Dial-A-Lift Membership Card to those certified as eligible. No resident of the City shall be eligible unless he or she is mobility impaired, as defined by the current LBT eligibility requirements.

5. Responsibility for Service. It is understood that this Agreement is for the sole purpose of reimbursing LBT for Dial-A-Lift services rendered to mobility impaired residents of Lakewood pursuant to the Service Agreement between LBT and Contractor. Contractor furnishes at its own expense all equipment and labor necessary to provide said service, level of performance and control thereof shall rest solely in Contractor, subject to the administration of the terms of the Service Agreement by LBT, and to those regulations now or hereafter to use the streets of City of Lakewood, it being further agreed and understood that whether or not LBT and/or Contractor has such a franchise or is required to have such a franchise is not the subject of this Agreement and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

6. Indemnity and Insurance. Pursuant to the Service Agreement, Contractor has agreed to (i) indemnify LBT and City against any and all claims arising as a result of the acts or omissions of Contractor arising out of the performance of the Dial-A-Lift services; and (ii) provide insurance coverage in connection with such services naming LBT and City as additional insureds. A summary of such provisions is attached hereto as Exhibit "B" ("Contractor Liability Provisions"). City acknowledges and agrees that it shall look solely to Contractor for the enforcement of such provisions and in no event shall LBT be liable for any claims or liability arising out of the performance of the Dial-A-Lift services by Contractor. In the event of any claim covered by the Contractor Liability Provisions, City shall give notice of such claim directly to Contractor with a copy to LBT.

7. Independent Contractor. It is distinctly understood that in the performance of this Agreement, LBT exercises control, except as limited by this Agreement, of the level and type of service and does such as an independent contractor and not as an agent of City. LBT agrees that it will not at any time hold itself in any manner as the agent or representative of City or any officer

or employee thereof and that it does not have any authority to bind the City for any purposes during the term of this Agreement.

8. Assignment. LBT shall not assign, sublet or lease any part or portion of this Agreement to any party other than Contractor without the prior approval of City.

9. Notice. Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, addressed as follows:

City: City Clerk
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712

LBT: Manager, Government Relations, Capital
Planning and Grant Programs
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: _____
Jeff Wood
Mayor

Date: _____

Date: _____


APPROVED AS TO FORM

Attest: _____
City Clerk

Vincent C. Ewing
General Counsel

APPROVED AS TO FORM

Date: _____



City Attorney

Date: _____



AGREEMENT NO. 20-030

BETWEEN

LONG BEACH PUBLIC TRANSPORTATION COMPANY

AND

GLOBAL PARATRANSIT, INC.

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

WITNESSETH

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

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

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

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

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

ARTICLE 1. COMPLETE AGREEMENT

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

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

ARTICLE 2. BUYER DESIGNEE

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

ARTICLE 3. SCOPE OF WORK

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

ARTICLE 4. TERMS INCORPORATED BY REFERENCE

The following Terms and Conditions are incorporated by reference:

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

ARTICLE 5. TERM OF AGREEMENT

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

ARTICLE 6. NOTICE TO PROCEED

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

ARTICLE 7. PAYMENT

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

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

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

ARTICLE 8. MAXIMUM OBLIGATION

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

ARTICLE 9. NOTICES

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

To Seller:

GLOBAL PARATRANSIT, INC.

400 West Compton Blvd

Gardena, CA 90241

Attention: Reza Nasrollahy

To Buyer:

LONG BEACH TRANSIT

1963 E. Anaheim Street

Long Beach, CA 90801

Attention: Lee Burner

CC: Vince C. Ewing
Majed Albokaei

ARTICLE 10. OWNERSHIP OF REPORTS AND DOCUMENTS

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

ARTICLE 11. CHANGE ORDERS

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

SIGNATURES ON NEXT PAGE

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

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

LONG BEACH TRANSIT

GLOBAL PARATRANSIT, INC.

By Ken McDonald
Kenneth A. McDonald
President and CEO

By Reza Nasrollahy
Reza Nasrollahy
President and CEO

Date 12/28/2020

Date Dec-21-2020

APPROVED AS TO FORM

By Vince Ewing
Vincent C. Ewing
General Counsel

Date 12/28/2020



EXHIBIT "B"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Brown & Brown Insurance Services of CA, Inc.
INSURED: Global Paratransit, Inc.
CONTACT NAME: Azucena Chacon
PHONE: (714)221-1845
FAX: (714)221-4196
E-MAIL ADDRESS: achacon@bbsocal.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Illinois Union Ins Co, INSURER B: ACE Property & Casualty Insurance Co

COVERAGES CERTIFICATE NUMBER: 19/20 MASTER REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Excess Liability, Workers Compensation and Employers' Liability, and Professional Liability.

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

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

CERTIFICATE HOLDER: City of Paramount, 16400 Colorado Ave., Paramount, GA 90723
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: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2019

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

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

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Azucena Chacon PHONE (A/C No. Ext): (714)221-1845 E-MAIL ADDRESS: achacon@bbsocal.com	FAX (A/C No.): (714)221-4196
	INSURER(S) AFFORDING COVERAGE	
INSURED Global Paratransit, Inc. 400 W Compton Blvd Gardena CA 90248	INSURER A: Illinois Union Ins Co NAIC # 27960	
	INSURER B: ACE Property & Casualty Insurance Co 20699	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

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

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

Medical Transportation Services.
 Long Beach Public Transit, the Cities of Long Beach, Lakewood, Signal Hill, and their Board of Directors, Officers, employees, assigns, agents and successors, in interest (collectively LBT) are named as additional insured. Coverage is primary and non-contributory per endt form DA-9U74c (03/15).

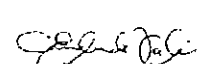
CERTIFICATE HOLDER

Long Beach Public Transit, the Cities of Long Beach
 Lakewood, and Signal Hill
 PO Box 731
 Long Beach CA 90801

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





CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Commercial Lines USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: PHONE (A/C, No., Ext): 888-572-2412 FAX (A/C, No.): E-MAIL ADDRESS: certs@trinet.com <hr/> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: right; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: ACE American Insurance Company</td> <td style="border: none; text-align: right;">22667</td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED TriNet HR XI, Inc. L/C/F Global Paratransit, Inc PO Box 241448 Charlotte, NC 28224															

COVERAGES
CERTIFICATE NUMBER: 13930970
REVISION NUMBER: See below

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC66052023	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,900

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Approve Amendment of Transportation Planning and Engineering Services Agreement with LSA Associates, Incorporated

INTRODUCTION

LSA has assisted the City with transportation planning and engineering related services for several years. LSA is available to provide planning and engineering for large and small projects when requested by the city on an as needed basis.

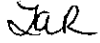
STATEMENT OF FACT


The City is in need of the part-time services of a contract transportation planning and engineering firm and LSA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

LSA has provided transportation planning and engineering services for the City in a very professional and cost effective manner.

RECOMMENDATION

That the City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2022, 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, 2021, and ending June 30, 2022, 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 2021 Hourly Billing Rates for services actually rendered."

Dated the 8th day of June 2021.

ENGINEER

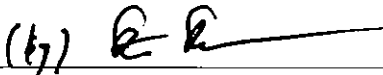
CITY OF LAKEWOOD

Owner

Mayor

Approved as to form:

ATTEST:

(b) 

City Attorney

Jo Mayberry, City Clerk

COUNCIL AGENDA

June 8, 2021

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.

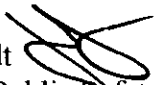
STATEMENT OF FACTS

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 2021-2022 is \$362,685. The Agreement with Macerich Lakewood LP provides that Macerich Lakewood LP will fund the cost of one deputy and reimburse the City \$30,223.73 per month for 12 months beginning July 1, 2021.

RECOMMENDATION

That the City Council approve the agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2021 through June 30, 2022, 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 June 8, 2021, by and between **Macerich Lakewood LP**, a Delaware limited partnership (referred to herein as "Manager"), and the **City of Lakewood**, a municipal corporation (referred to herein as "City"), based upon the following facts and circumstances:

A. Manager is the managing agent on behalf of the owner(s) of the shopping center located at 500 Lakewood Center Mall, Lakewood, CA 90712 and commonly known as Lakewood Center (referred to herein as the "Center"); and,

B. City contracts with the Los Angeles County Sheriff's Department ("LASD") for law enforcement services within City's territorial jurisdiction; and,

C. Manager desires to continue with the long-standing practice of collaborating with City to obtain the services of LASD deputies to perform Law Enforcement Services (as defined below) at the Center, as set forth in this Agreement.

In consideration of the fees to be paid by Manager to City and the covenants to be performed by each of the parties hereunder, Manager and City do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

1. Law Enforcement Services. Subject to the terms and conditions set forth in this Agreement, City hereby agrees to cause the LASD to provide Manager with uniformed LASD deputies ("Deputies") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in Exhibit A, attached hereto and incorporated herein by this reference, which may be modified by the parties from time to time to meet the specific needs of the Center. Deputies working at the Center are subject to the LASD's policies and procedures and, as such, are required to observe the LASD's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by the LASD to the general public. Discipline for Deputies will be initiated by the LASD only and Manager shall have no liability with respect to any disciplinary action taken against any Deputy. It is understood by the parties that the LASD and its Deputies do not owe a greater level of police services or protection under this Agreement than is owed to the public generally.

2. Term. The term ("Term") of this Agreement shall commence on July 1, 2021 and shall expire on June 30, 2022, 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: Jeff Wood

Title: _____

Title: Mayor



EXHIBIT A

1. Payment:

- a. Provided City is discharging its obligations hereunder, as full payment for all Services rendered under this Agreement, Manager shall pay City in accordance with the following:
 - i. Manager shall pay to City as the service fee (the "Service Fee") the sum of \$30,223.73 per month, which shall be due and payable on the fifteenth day of each month. City shall invoice Manager monthly for each such payment.
 - ii. In the event that this Agreement is terminated by either party, with or without cause, Manager will receive a pro-rata refund of the then applicable Service Fee, to the extent applicable.

2. Services:

- a. City shall cause the LASD to staff the Center during the Term with two Deputies for 40 hours per week, to be scheduled as agreed by the parties. It is the intent of the parties for the Deputies to be solely stationed at the Center and not to leave the Center unless it pertains to Center business. Manager and City shall periodically confer with respect to scheduling, patrolling, and other related police activities so as to arrange for proper police coverage within the Center building and adjacent parking areas coincident with those days and times during which police services are required by the Manager. The parties shall designate representatives and establish appropriate lines of communication.
- b. Manager shall exercise its own discretion and control over its private security personnel.
- c. The Deputies shall be supervised by the Lakewood Sheriff's Station Captain, or his/her designee. Any requests for specific activities or modification to schedules involving the Deputies shall be submitted to and approved by the Captain, or his/her designee.

TO: Honorable Mayor and City Council

SUBJECT: First Amendment to Professional Services Agreement (PSA) for design and engineering services for Well 13A Treatment Plant Project.

INTRODUCTION

On November 10, 2020, the City Council awarded a contract to Murraysmith, Inc. for the design and engineering services for Well 13A Treatment Plant Project. The contract with Murraysmith, Inc. is scheduled to end on June 30, 2021. Since this project is on going, staff recommends extending the contract to June 30, 2022 per the agreement.

STATEMENT OF FACT

On November 10, 2020, the City Council awarded a contract to Murraysmith, Inc. for the design and engineering services for Well 13A Treatment Plant Project. The design for this new treatment plant has been completed and City staff are in the process of selecting a contractor to complete the construction phase of this project. As this selection is ongoing, it is necessary to extend the existing contract with Murraysmith, Inc. to provide needed services that would be integral to the completion of the Well 13A Treatment Plant. Based on an updated assessment of the costs associated with the design modification and construction support for this project, Staff recommends that an additional \$37,000.00 be appropriated for FY 2021-22.

FISCAL IMPACT

The City's Water Fund has the adequate reserve to cover the amendment to this agreement for FY 2021-22.

SUMMARY

Staff recommends that the City Council extend the Professional Service Agreement (PSA) with Murraysmith, Inc. for the Well 13A Treatment Plant project until June 30, 2022. Staff further recommends an additional \$37,000.00 be appropriated to this project for FY 2021-22.

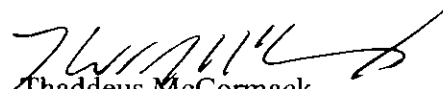
RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to Professional Services Agreement with Murraysmith, Inc. to extend the existing contract to June 30, 2022;
2. Appropriate \$37,000.00 in Water Reserve Fund for Well 13A Treatment Plant design modification and construction support for FY 2021-22; and
3. 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 PROFESSIONAL SERVICES FOR
DESIGN AND ENGINEERING SERVICES
FOR WELL 13A TREATMENT PLANT**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 8, 2021, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and MURRAYSMITH, INC., sometimes hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

WHEREAS, on November 10, 2020, the CITY and CONSULTANT entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC."; and

WHEREAS, the CITY and CONSULTANT desire to extend the existing agreement until June 30, 2022; and

WHEREAS. The CITY and CONSULTANT anticipate additional costs related to the design modification and construction support for the Well 13A Treatment Plant;

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2022 and may be renewed by the City with the concurrence of the CONSULTANT for any successive one-year term unless sooner terminated.

PAYMENT. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the cost of design modification and construction support, in an amount not to exceed \$37,000.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

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

CITY OF LAKEWOOD

By: _____
Mayor

CONSULTANT

By: _____
Murraysmith, Inc.



Assigned to the Director of Water Resources

COUNCIL AGENDA

June 8, 2021

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

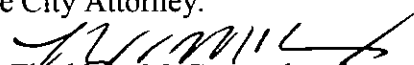
The City is in need of the part-time services of a contract engineering and traffic survey firm and NTS has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

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, 2022, 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, 2021, and ending June 30, 2022, 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 2021 Hourly Billing Rates for services actually rendered."

Dated the 8th day of June, 2021.

ENGINEER


CITY OF LAKEWOOD

Owner

Mayor

Approved as to form:

ATTEST:

(by) 

City Attorney

Jo Mayberry, City Clerk

COUNCIL AGENDA

June 08, 2021

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

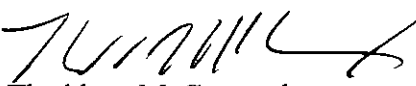
The City is in need of on-call services of an environmental services consulting firm. Nicholls Consulting has experience to perform all aspects of the scope of work outlined in their existing agreement. The work is performed on a time and material basis, under Nicholl Consulting standard fee schedule. 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, 2022 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, 2021 and ending June 30, 2022 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 Exhibit A "Fee Schedule" for services actually rendered.

Dated the 8th day of June 2021.

NICHOLLS CONSULTING

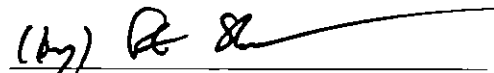
CITY OF LAKEWOOD

Mayor

ATTEST

City Clerk

Approved as to form:

(by)  _____

City Attorney



P.O. Box 10335
Torrance, CA 90505

**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 8, 2021

TO: Honorable Mayor and City Council

SUBJECT: Professional Services Agreement (PSA) for Maintenance of the Bolivar Park Stormwater Capture Facility

INTRODUCTION

The Bolivar Park Stormwater Capture Facility has been in operation since May 2018. This Stormwater Capture Facility has resulted in captured water being used both for irrigation and for the replenishment of our groundwater through infiltration into the ground.

STATEMENT OF FACT

The Bolivar Park Stormwater Capture Facility has been in operation for over three years, and has collected and diverted over 113 million gallons of both wet and dry weather flow. With the capture of wet and dry weather flow comes the need for routine inspection and maintenance, clearing of underground storage basins, inspection and maintenance of the pump station, and the cleaning out of the Nutrient Separating Baffle Box (NSBB). O.C. Vacuum has been the City's provider of these services for this past fiscal year and has provided the City with timely and efficient service. With their existing professional relationship and the satisfactory completion of aforementioned projects, DWR staff confidently recommends approving a Professional Services Agreement with O.C. Vacuum Environmental Services for the Maintenance of the Bolivar Park Stormwater Capture Facility.

SUMMARY

City staff recommends approving a Professional Services Agreement for the Maintenance of Bolivar Park Stormwater Capture Facility to O.C. Vacuum Environmental Services for FY 2021-2022 for an amount not to exceed \$60,000.


FISCAL IMPACT


Regional Measure W Funds will be used for these services for FY 2021-2022.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Professional Services Agreement with O.C. Vacuum Environmental Services for Maintenance of Bolivar Park Stormwater Facility for an amount not to exceed \$60,000;
2. 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

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY**

This Professional Services Agreement ("Agreement") is made and effective as of June 8, 2021 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and O.C. Vacuum Environmental Services, a California corporation ("Service Provider"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement with the option to renew Agreement at the end of the term.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. The City agrees to pay Service Provider for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$60,000.
- B. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Service Provider shall be compensated for any additional services in the amounts and in the manner as agreed to in
- C. writing by the City and Service Provider at the time the City's written authorization is given to Service Provider for the performance of said services.
- D. Service Provider will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Service Provider's Services or fees,

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF SERVICE PROVIDER

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

8. OWNERSHIP OF DOCUMENTS

- A. Service Provider shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Service Provider shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Service Provider shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

B. Duty to Defend.

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

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

10. INSURANCE

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

11. INDEPENDENT SERVICE PROVIDER

- A. Service Provider is and shall at all times remain as to the City a wholly independent Service Provider and/or independent contractor. The personnel performing the services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Service Provider or any of Service Provider's officers, employees, agents, subcontractors, or subService Providers, except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees, agents, subcontractors, or subService Providers are in any manner officers, employees, or agents of the City. Service Provider shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Service Provider in connection with the performance of this Agreement. Except for the fees paid to Service Provider as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Service Provider for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Service Provider for injury or sickness arising out of performing services hereunder. Service Provider shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Service Provider and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Service Provider shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Service Provider relationship created by this Agreement. Service Provider further agrees to indemnify and hold the City harmless from any failure of Service Provider to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Service Provider under this Agreement as a result of Service Provider's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.
- C. In the event that Service Provider or any employee, agent, subcontractor, or subService Provider of Service Provider providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Service Provider shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Service Provider or its employees, agents, subcontractors, or subService Providers, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Service Provider and any of its employees, agents, subcontractors, and subService Providers providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Service Provider in performance of this Agreement shall be considered confidential and shall not be released by Service Provider without the City's prior written authorization, unless the information is clearly public. Service Provider, its officers, employees, agents, subcontractors, or subService Providers, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not

proposed written contract between Service Provider and such subcontractor or subService Provider which shall include and indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subService Provider carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

The City and Service Provider understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

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

25. SEVERABILITY

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

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

[If Service Provider is a corporation, two signatures are required:

Signature 1 – the Chairperson of the Board, the President, or any Vice President;

Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

SERVICE PROVIDER

Mayor

ATTEST:

SERVICE PROVIDER

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A Service Provider's Proposal
 Exhibit B Insurance Requirements

EXHIBIT A

SERVICE PROVIDER'S PROPOSAL



June 3, 2021

City Of Lakewood
5812 Arbor Rd.
Lakewood CA, 90713
Attention: Darwin Dy

Subject: RE: Request for Quote – Confined space entry and rescue for solid pump out

Dear Darwin,

On behalf of O.C. Vacuum, Inc., I am pleased to present you with the following quote and scope of work.

Scope of Work

1. Underground storage tank cleaning and pump out
 - 1 Foreman
 - 2 Confined space technicians
 - 2 Confined space rescue technicians
 - Gear truck
 - Confined space rescue gear
 - Vactor truck (operated)

Price per shift \$3,689.00

Estimated transportation and disposal : \$2,400.00 per load

Assumptions

1. City will supply staging area and traffic control if needed
2. Price does not include disposal billing will be at cost plus 15%
3. Any change in equipment or personnel will be billed at T&M rates
4. All prices are based on an 9 hour shift including travel to and from O.C. Vacuum yard additional hours billed at T&M prevailing rates
5. Any changes to scope will be discussed and changes will be billed at T&M rates

Thank you for taking the time to review this quote and for the opportunity to serve you, if you have any questions, please feel free to contact me at (816) 705-1554.

Sincerely yours,

Robert Badar
Project Manager
O.C. Vacuum, Inc.

O.C. Vacuum, Inc. Environmental Services • 8549 Hlex St. • Fontana • California • 92335
Phone: (909) 371-0776 • Fax: (909) 371-0779 • 24-Hour (909) 371-0776

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

Pass through clause. Service Provider agrees to ensure that its subcontractors or subService Providers, and any other party involved with the Services who is brought onto or involved in the Services by Service Provider, provide the same minimum insurance coverage and endorsements required of Service Provider. Service Provider 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. Service Provider agrees that upon request, all agreements with Service Providers, subcontractors, subService Providers, and others engaged in the Services will be submitted to the City review.

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

Provider may renegotiate Service Provider's compensation or come to some other agreement to address the additional cost.

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

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

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

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement for On-Call Hazardous Waste Removal Services with Ocean Blue Environmental Services, Inc.

INTRODUCTION

Ocean Blue Environmental Services, Inc. has been our on-call service provider to provide hazardous waste removal services for the City of Lakewood. Staff recommends their agreement be renewed.

STATEMENT OF FACT

The City relies on hazardous waste removal services to pick up hazardous materials from our City Yards and clean up emergency hazardous waste spills and homeless encampments. Ocean Blue Environmental Services, Inc. has the required skills to provide such services. Due to the unforeseen circumstance of hazardous waste emergencies and the importance of providing hazardous waste clean-up in a timely fashion, staff recommends renewing the contract service provider agreement with Ocean Blue.

RECOMMENDATION

Staff recommends that the City Council:

Renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2022, in an amount not to exceed \$135,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp *LAR*
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, 2021, and ending June 30, 2022.

The Agreement of December 13, 2016, as amended on November 11, 2020, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

Justin Lee, Director of Administration
OCEAN BLUE ENVIRONMENTAL SERVICES,
INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

(by) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

TO: Honorable Mayor and City Council

SUBJECT: Professional Services Agreement (PSA) for On-Call Electrical Services

INTRODUCTION

From time to time, certain electrical issues outside the scope of City personnel expertise and /or equipment arise within the Department of Water Resources' daily operations. An on-call agreement for these types of electrical needs would minimize operational downtime and ensure that City resources are repaired in a timely manner.

STATEMENT OF FACT

The Department of Water Resources has been using Oscar's Electric as their on-call electrical contractor since 2014. In these past 6+ years, Oscar's Electric has performed service on pump motors, control panels, variable frequency drives (VFDs), installed various power monitors, and has more recently worked on rewiring a few of the valves on the DWR Arsenic Treatment system. As part of normal operations, electrical issues are encountered throughout the year to integral pieces of equipment that require a swift response by an electrical contractor that has the requisite skill, experience, and equipment to complete the job. With their existing professional relationship and the satisfactory completion of aforementioned projects, DWR confidently recommends awarding a Professional Services Agreement to Oscar's Electric for On-Call Electrical Services.

SUMMARY

With their existing professional relationship, qualifications, experience, and the satisfactory completion of aforementioned projects, City staff selects Oscar's Electric as their On-Call Electrical Services contractor for FY 2021-2022 for an amount not to exceed \$20,000.

FISCAL IMPACT

Sufficient funds exist in the Department of Water Resource's budget for FY 2021-2022.

RECOMMENDATION

Staff recommends that the City Council:

1. Award a Professional Services Agreement (PSA) in an amount not to exceed \$20,000.00 to Oscar's Electric for On-Call Electrical Services;
2. 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

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL ELECTRICAL SERVICES**

This Professional Services Agreement (“Agreement”) is made and effective as of June 8, 2021 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Oscar’s Electric, a California corporation (“Service Provider”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement with the option to renew Agreement at the end of the term.

2. SERVICES

Service Provider shall perform the services described and set forth in Service Provider’s Proposal attached hereto as Exhibit A (“Services”), incorporated herein as though set forth in full.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. The City agrees to pay Service Provider for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$20,000.
- B. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Service Provider shall be compensated for any additional services in the amounts and in the manner as agreed to in

- C. writing by the City and Service Provider at the time the City's written authorization is given to Service Provider for the performance of said services.
- D. Service Provider will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Service Provider's Services or fees, it shall give written notice to Service Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF SERVICE PROVIDER

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

8. OWNERSHIP OF DOCUMENTS

- A. Service Provider shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Service Provider shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with

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

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

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

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

- B. Duty to Defend.

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

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

10. INSURANCE

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

11. INDEPENDENT SERVICE PROVIDER

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

Service Provider to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Service Provider under this Agreement as a result of Service Provider's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or

(iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Service Provider: Oscar's Electric
8304 Allport Ave
Santa Fe Springs, CA 90670
Attention: Oscar Flores

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

The City and Service Provider understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or

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

21. AMENDMENTS

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

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

24. WAIVER

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

25. SEVERABILITY

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

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

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

CITY OF LAKEWOOD

SERVICE PROVIDER

Mayor

ATTEST:

SERVICE PROVIDER

City Clerk

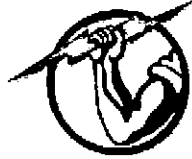
APPROVED AS TO FORM:



City Attorney

Attachments: Exhibit A Service Provider's Proposal
 Exhibit B Insurance Requirements

EXHIBIT A
SERVICE PROVIDER'S PROPOSAL



OSCAR'S ELECTRIC, INC.

8304 ALLPORT AVE.
SANTA FE SPRINGS, CA 90670
PH:562-696-4924 FAX:562-696-4904
STATE LIC.743041

Prevailing Wage Hourly Rates

*****Los Angeles County Prevailing Wage rates*****

1. New rate schedule during regular business hours for (Journeyman Electrician) are as follow;
7:00 am – 5:00 pm \$132.00 Hourly
2. After-hours Starting at 5:00 pm rates includes Time ½
3. Holiday Prevailing Wage Rates (Double Time)

New Los Angeles County increase on 7/26/21

1. 7:00 am – 5:00 pm After 7/26/21 New Rate \$135.00 Hourly
2. After 5:00 pm Rates include Time ½
3. Holiday Prevailing Wage Rates (Double Time)

Oscar's Electric, Inc. reserves the right to change rates and material mark-ups at any time without notice. However, if you have an existing P.O., rates will remain the same, and you will be notified of the rate change on future P.O.s.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Service Provider or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Service Provider hereby

waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subService Providers.

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

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

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

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

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

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

Pass through clause. Service Provider agrees to ensure that its subcontractors or subService Providers, and any other party involved with the Services who is brought onto or involved in the Services by Service Provider, provide the same minimum insurance coverage and endorsements required of Service Provider. Service Provider 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. Service Provider agrees that upon request, all agreements with Service Providers, subcontractors, subService Providers, and others engaged in the Services will be submitted to the City review.

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

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

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

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

COUNCIL AGENDA

June 8, 2021

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 three years. The City does not have its own crews or equipment for maintenance of traffic striping.

STATEMENT OF FACT

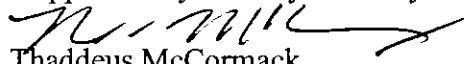
PCI has provided traffic striping maintenance services for the past three years for the City in a very professional and cost effective manner.

The Agreement with PCI entitles them to a price increase based on the April to April CPI for this area. PCI has requested this CPI increase. The proposed Schedule of Compensation reflects a 3.61% 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, 2022, 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

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, 2021, and ending June 30, 2022, except as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 8th day of June, 2021.

ENGINEER

CITY OF LAKEWOOD


Owner

Mayor

ATTEST

Approved as to form:

Jo Mayberry, City Clerk

(by) 

City Attorney

CITY OF LAKEWOOD
AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE - 2022

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, 2022. 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	\$0.44
2	Detail 9 (Thermo)	LF	\$0.61
3	Detail 22 (Thermo)	LF	\$0.99
4	Detail 29 (Thermo)	LF	\$0.94
5	Detail 32 (Thermo)	LF	\$0.99
6	Detail 38 (Thermo)	LF	\$1.10
7	Detail 39 (Thermo)	LF	\$0.44
8	Type IV Arrow (Thermo)	EA	\$88.48
9	4-inch Traffic Stripe (Thermo)	LF	\$0.66
10	12-inch (Limit Lines, Crosswalks) (Thermo)	LF	\$3.10
11	Pavement Markings (Legends) (Thermo)	SF	\$6.08
12	Raised, Reflective Pavement Markers (in addition to ones in above Details)	EA	\$5.52

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	\$0.25	
4	Detail 28 (Paint)	LF	\$0.25	
5	Detail 31 (Paint)	LF	\$0.25	
6	Detail 38A (Paint)	LF	\$0.25	
7	Detail 39 (Paint)	LF	\$0.21	
8	Type IV Arrow (Paint)	EA	\$60.84	
9	4-inch Traffic Stripe (Paint)	LF	\$0.33	
10	12-inch (Limit Lines, Crosswalks) (Paint)	LF	\$1.49	
11	Pavement Markings (Legends) (Paint)	SF	\$4.42	
12	Curb Painting (Paint)	LF	\$1.38	

TO: The Honorable Mayor and City Council

SUBJECT: Agreement with PFM Asset Management for Investment Advisory Services

INTRODUCTION

The City contracts with PFM Asset Management LLC (PFM) for investment advisory services. They actively manage the city's investment portfolio, largely consisting of idle and reserve funds. Consistent with the city's investment policy, they manage the funds following the guiding principles of safety, liquidity, and yield.

STATEMENT OF FACT

PFM has been providing investment services to the city since 2007, with the original agreement not including a set period or term. Rather the agreement is structured to remain in place until either party provided proper notice of its desire to terminate. Upon review, staff recommends that it is more appropriate to enter into an agreement for a pre-determined term. Specifically, a three-year agreement with the option to extend for two additional one-year terms would be more consistent with other city agreements. The revised agreement would still offer flexibility through a provision that it may be terminated by the city at any time by providing 30 days written notice.

PFM's fees are based on the amount of assets managed, with the fee structure as follows:

<u>Assets Managed</u>	<u>Fees</u>
Initial \$25 million	10 basis points (0.10%)
Next \$25 million	8 basis points (0.08%)
Next \$50 million	7 basis points (0.07%)
Above \$100 million	6 basis points (0.06%)

The city's investment portfolio managed by PFM is approximately \$ 38 million.

STAFF RECOMMENDATION

It is recommended that the City Council authorize the City Manager to enter into an agreement with PFM Asset Management LLC for investment advisory services.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

INVESTMENT ADVISORY AGREEMENT

THIS AGREEMENT, entered into as of the _____ day of _____, 2021, by and between CITY OF LAKEWOOD, a California public agency (hereinafter the "Client"), and PFM ASSET MANAGEMENT LLC, a Delaware limited liability company with an office in Los Angeles, CA (hereinafter the "Advisor").

WITNESSETH

WHEREAS, the Client has funds available for investment purposes (the "Initial Funds") for which it intends to conduct an investment program; and

WHEREAS, the Client desires to avail itself of the experience, sources of information, advice, assistance and facilities available to the Advisor; to have the Advisor undertake certain duties and responsibilities; and to perform certain services as investment advisor on behalf of the Client, as provided herein; and

WHEREAS, the Advisor is willing to provide such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto, intending to be legally bound, agreed as follows:

1. SERVICES OF ADVISOR.

The Client hereby engages the Advisor to serve as investment advisor under the terms of this Agreement with respect to the Initial Funds and such other funds as the Client may from time to time assign by written notice to the Advisor (collectively the "Managed Funds"), and the Advisor accepts such engagement. In connection therewith, the Advisor will provide investment research and supervision of the Managed Funds investments and conduct a continuous program of investment, evaluation and, when appropriate, sale and reinvestment of the Managed Funds assets. The Advisor shall continuously monitor investment opportunities and evaluate investments of the Managed Funds. The Advisor shall furnish the Client with statistical information and reports with respect to investments of the Managed Funds. The Advisor shall place all orders for the purchase, sale, loan or exchange of portfolio securities for the Client's account with brokers or dealers recommended by the Advisor and/or the Client, and to that end the Advisor is authorized as agent

of the Client to give instructions to the custodian designated by the Client (the "Custodian") as to deliveries of securities and payments of cash for the account of the Client. In connection with the selection of such brokers and dealers and the placing of such orders, the Advisor is directed to seek for the Client the most favorable execution and price, the determination of which may take into account, subject to any applicable laws, rules and regulations, whether statistical, research and other information or services have been or will be furnished to the Advisor by such brokers and dealers. The Custodian shall have custody of cash, securities and other assets of the Client. The Advisor shall not take possession of or act as custodian for the cash, securities or other assets of the Client and shall have no responsibility in connection therewith. Authorized investments shall include only those investments which are currently authorized by the state investment statutes and applicable covenants and as supplemented by such other written instructions as may from time to time be provided by the Client to the Advisor. The Advisor shall be entitled to rely upon the Client's written advice with respect to anticipated drawdowns of Managed Funds. The Advisor will observe the instructions of the Client with respect to broker/dealers who are approved to execute transactions involving the Managed Funds and in the absence of such instructions will engage broker/dealers which the Advisor reasonably believes to be reputable, qualified and financially sound.

2. COMPENSATION.

(a) For services provided by the Advisor pursuant to this Agreement, the Client shall pay the Advisor an annual fee, in monthly installments, based on the daily net assets under management according to the schedule below:

<u>Average Assets Under Management</u>	<u>Fees</u>
Initial \$25 million	10 basis points (0.10%)
Next \$25 million	8 basis points (0.08%)
Next \$50 million	7 basis points (0.07%)
Above \$100 million	6 basis points (0.06%)

"Daily net assets" is defined to include the amortized value of securities, accrued interest and cash or any money market fund balance.

The minimum annual fee is \$25,000, to be applied in equal monthly installments.

(b) The Advisor will bill the Client monthly for service performed under this Agreement, said bill to include a statement indicating the basis upon which the fee was calculated. The Client

shall pay to the Advisor the amount payable pursuant to this Agreement not later than on the 15th day of the month following the month during which the Advisor's statement was rendered.

(c) Assets invested by the Advisor under the terms of this Agreement may from time to time be invested in (i) a money market mutual fund managed by the Advisor or (ii) a local government investment pool managed by the Advisor (either, a "Pool"), or in individual securities. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Advisor and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

(d) If and to the extent that the Client shall request the Advisor to render services other than those to be rendered by the Advisor hereunder, such additional services shall be compensated separately on terms to be agreed upon between the Advisor and the Client.

3. EXPENSES.

(a) The Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Funds.

(b) Except as expressly provided otherwise herein, the Client shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the Client's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of the Custodian.

4. REGISTERED ADVISOR; DUTY OF CARE.

The Advisor hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940, as amended. The Advisor shall immediately notify the Client if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Advisor agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws. The Client hereby authorizes the Advisor to sign I.R.S. Form W-9 on behalf of the Client and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

5. ADVISOR'S OTHER CLIENTS.

The Client understands that the Advisor performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Client agrees that the Advisor, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. The Advisor shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the Advisor, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

6. TERM.

This Agreement shall be for an initial term of three years from the effective date hereof. Thereafter, the Client shall have the option to extend this Agreement for two additional one-year terms. Such options shall be exercised by written notification to the Advisor. This Agreement may be terminated by the Client in the event of any material breach of its terms immediately upon notice to the Advisor by certified mail, return receipt requested. This Agreement may be terminated by the Client at any time, on not less than thirty (30) days' written notice to the Advisor. The Advisor may terminate this Agreement immediately upon any material breach of its terms by the Client, or at any time after one year upon thirty (30) days' written notice to the Client.

7. FORCE MAJEURE.

The Advisor shall have no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Advisor or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

8. DISCIPLINARY ACTIONS.

The Advisor shall promptly give notice to the Client if the Advisor shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission ("SEC") or any other agency or department of the United States, any registered securities exchange, the Financial Industry

Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

9. INDEPENDENT CONTRACTOR.

The Advisor, its employees, officers and representatives shall not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Client by virtue of this Agreement or any actions or services rendered under this Agreement.

10. BOOKS.

The Advisor shall maintain records of all transactions in the Managed Funds. The Advisor shall provide the Client with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Advisor and the Client.

11. THE ADVISOR'S BROCHURE AND BROCHURE SUPPLEMENT.

The Advisor warrants that it has delivered to the Client prior to the execution of this Agreement the Advisor's current SEC Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Client acknowledges receipt of such brochure and brochure supplement prior to the execution of this Agreement.

12. MODIFICATION.

This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

13. SUCCESSORS AND ASSIGNS.

The provisions of this Agreement shall be binding on the Advisor and its successors and assigns, provided, however, that the rights and obligations of the Advisor may not be assigned without the consent of the Client.

14. NOTICE.

Written notices required under this Agreement shall be sent by regular mail, certified mail, overnight delivery or courier, and shall be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Client's Address

City of Lakewood
5050 Clark Avenue
Lakewood, CA 900712
Attn: City Clerk

Advisor's Address

PFM Asset Management LLC
601 South Figueroa
Suite 4500
Los Angeles, CA 90017
Attn: Sarah Meacham

With copy to:

PFM Asset Management LLC
1735 Market Street
43rd Floor
Philadelphia, PA 19103
Attn: Controller

15. APPLICABLE LAW.

This Agreement shall be construed, enforced, and administered according to the laws of the State of California. The Advisor and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to filing a lawsuit.

16. EXECUTION AND SEVERABILITY.

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date set forth in the first paragraph of this Agreement.

PFM ASSET MANAGEMENT LLC

By: _____

Name: Sarah Meacham

Title: Managing Director

CITY OF LAKEWOOD

By: _____

Name: Thaddeus McCormack _____

Title: City Manager _____

 ss

COUNCIL AGENDA

June 8, 2021

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. Previously, they provided the design engineering and consulting for both the renovation of the Burns Community Center, and the City Hall Boiler project. On March 9th, 2021, Council approved amending their contract service agreement to increase the not-to-exceed limit to \$60,000 to allow their recent project to commence, the HVAC replacement improvements at several City facilities.

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.

RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2022, in an amount Not-To-Exceed \$60,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

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 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, 2021, and ending June 30, 2022.

The Agreement of June 27, 2017, as amended on June 11, 2019, and March 09, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

ANDREW GOSSMAN, PRINCIPAL
POCOCK DESIGN SOLUTIONS, INC.

MAYOR

APPROVED AS TO FORM:

ATTEST:

(by) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

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.

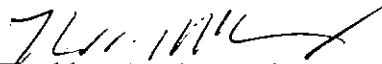
Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work is performed on a time and material basis, under Richard Fisher Associate's standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, 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, 2022.

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, 2022 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 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, 2021, and ending June 30, 2022.

The Agreement of June 27, 2017, as amended on June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

RICHARD FISHER, PRESIDENT
RICHARD FISHER ASSOCIATES

MAYOR

APPROVED AS TO FORM:

ATTEST:

(by) 

CITY ATTORNEY

CITY CLERK



SCHEDULE OF HOURLY RATES

Valid through June 30, 2023

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 8, 2021

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.

RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with Robert F. Daniels Structural Engineer for structural engineering services for a one-year period ending June 30, 2022, 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 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, 2021, and ending June 30, 2022.

The Agreement of June 27, 2017, as amended on June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 8th day of June, 2021.

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
Flaggman1@live.com

June 01, 2021

File: Lakewood, CA 02

To: Samantha Chambers
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Re: Hourly Rates for On Call Services

Dear Ms. Chambers:

Below you will find a table containing my hourly rates for the calendar period July 2021 - June 2022.

Services	Billing Rate
Project manager/principal	\$160.00 per hour
Structural Engineer	\$130.00 per hour
Designer	\$95.00 per hour
CAD Operator/Drafter	\$70.00 per hour
Clerical	\$35.00 per hour
Misc. Expenses ¹	Cost plus 20%.
Travel fee: Flagstaff to Lakewood and return for requested meetings and job site visits.	\$490.00 based upon 14 hours x \$35.00 per hour ²

1. Plotting, copying, shipping and etc.

2. Actual job site time and office time and office time resulting from job site conditions will be billed at standard rates.

Please contact me at your convenience if you wish clarification or further discussion of these matters. I thank the City of Lakewood for the opportunities to be of service.

Very truly yours,


Robert F. Daniels, SE

COUNCIL AGENDA

June 8, 2021

TO: Honorable Mayor and Members of the Council

SUBJECT: Renewal of Agreement with Sams Painting – Fix-Up Paint-Up Program

STATEMENT OF FACT

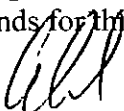
The Lakewood Redevelopment Agency Fix-Up Paint-Up Program was developed to provide property owners with the financial assistance needed to make necessary minor improvements to their properties to preserve the structures, increase the livability, and aesthetically enhance the overall appearance of the neighborhood. The financial assistance for this program is in the form of a grant which does not require residents to repay.

Funding for this program is provided by the Lakewood Redevelopment Agency's Housing Set Aside Funds. The improvement and preservation of housing are vital eligible activities permitted and encouraged by the State for the use of local redevelopment agencies' housing funds. Also, the rehabilitation of existing homes in Lakewood is a valid and necessary means of maintaining our existing housing stock.

Since July of 2008, the City has contracted with Samir Sindaha (dba Sams Painting) for the Fix-Up Paint-Up Program. Samir Sindaha, of Sams Painting, is a well-established licensed contractor with a state license in painting and decorating since 1986 and has done extensive work in the City of Lakewood since 2000. Mr. Sindaha provides income qualifying Lakewood residents with interior and exterior painting. He also provides services including repair and replacement of gates, fences, doors, screen, deadbolts, damaged wood replacement, and weatherization services. The current contract expires on June 30, 2021.

RECOMMENDATION

Staff recommends that the City Council approve the renewal of the contract and scope of services to provide painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Sams Painting through June 30, 2022, within the \$21,600 budgeted for this program. Funds for this contract are included in the City's proposed FY 2021-22 budget.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

**AGREEMENT
FOR
FIX-UP PAINT-UP PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of July 2021, by and between the City of Lakewood, a Municipal Corporation, hereinafter referred to as the "City," and SAMS PAINTING hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City desires to engage the Contractor to operate the neighborhood cleanup program for certain neighborhoods within the City of Lakewood to assist low income homeowners in making needed improvements to preserve and weatherproof their homes. The program has been named the Fix-Up-Paint-Up Program; and

WHEREAS, the Contractor has the necessary skills, qualifications, City of Lakewood business license and other licenses required by law to perform the services required under this agreement in connection with the Fix-Up Paint-Up Program; and

WHEREAS, it is anticipated that the maximum grants to low income homeowners will not exceed \$3,6000.00 and will service approximately six homes under the Program per year; and

WHEREAS, the Successor Housing Agency is funding the Fix-Up Paint-Up Program grants through loans that have been repaid back to the Successor Agency; and

WHEREAS, previously through the adoption of the budget the City Council, authorized a Fix-Up Paint-Up service contract.

NOW, THEREFORE, it is hereby agreed by and between the parties that:

1. DEFINITIONS. As used in this agreement, the following definitions shall be applicable:
 - A. Contractor. Contractor shall mean SAMS PAINTING, 1643 Michel Torena Street, Los Angeles, CA 90026.
 - B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California.
 - C. City Council. City Council shall mean the City Council of the City of Lakewood.
 - D. Services. Services shall mean painting and repair services to be performed by the Contractor pursuant to this agreement.

2. SCOPE OF SERVICES. Contractor agrees to provide the City, following written authorization from the City to proceed, services as set forth in the City of Lakewood for the Fix-Up Paint-Up Program as specified in Exhibit "A".

3. INVOICE. Contractor shall submit invoices upon completion of the services for each homeowner for which a grant is awarded. Such invoice shall: 1.) Reference the contract number assigned thereto; 2.) Describe the services performed; 3.) Show the total amount of the invoice; and 4.) Include certification by a principal member of Contractor's business that the work has been completed and performed in accordance with the provisions of this Agreement.

4. PAYMENT AND REVIEW PERIOD. The City shall review the invoices submitted by the Contractor for each home repair to ensure the services performed and repairs are consistent with the scope of services approved by the City. The City shall notify the Contractor within fifteen (15) business days of receipt of the invoice should the City determine the Contractor's work is unsatisfactory. The Contractor shall then have thirty (30) business days in which to respond or remedy said deficiencies. All costs for such corrections shall be borne by the Contractor and shall not increase the fees as described in the specific grant proposal for the homeowner. Should approval of City not be obtained within thirty (30) business days of the submission of the corrected work, the City may then terminate this Agreement upon written notice to Contractor. If City does not notify the Contractor in writing of any perceived deficiencies in work products or performance, the work shall be considered adequate and consistent with the terms of this Agreement. Payment shall be made within thirty (30) days following approval of the invoice by City.

5. COMPENSATION. The Contractor shall be compensated for all services rendered under the Scope of Services a maximum fee of Three Thousand Dollars (\$3,000) per grant. The City shall approve the specific proposal prepared by Contractor for each homeowner grant which shall not exceed the sum of \$3,000.00 unless approved by City in writing prior to commencement of the services for that homeowner.

6. INDEPENDENT CONTRACTOR. The Contractor acknowledges his independent contractor's status in performing said safety services, 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.

Neither the City, nor any of its officers or employees, shall have any control over the conduct of Contractor, or any of Contractor's employees, except as herein set forth. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor expressly warrants not to, at any time, or in any manner, represent that it, or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor is and shall at all times remain as to City, a wholly independent contractor, and Contractor's obligations to City are solely such as are prescribed by this Agreement.

Contractor shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

In the performance of this agreement, Contractor shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

7. LIABILITY AND INDEMNIFICATION. Without limiting Contractor's indemnification of Agency, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency:

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

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

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

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

- **Workers' compensation insurance.** The Contractor shall obtain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code should the Contractor hire or utilize employees to assist with the Fix-Up Paint-Up Program. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to Agency, along with the certificate of insurance. The certificate of insurance shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, City shall be notified by registered mail or certified mail, postage prepaid, return receipt requested, not less than thirty (30) days before expiration or cancellation is effective. Notice shall be sent to the Risk Manager, City of Lakewood, at the City's address listed below.

8. ASSUMPTION OF RISK. The Contractor does hereby assume all risks to 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.

9. DATA AND SERVICES. All information, data, reports, records, and maps as are existing and readily accessible in the City as necessary for the carrying out of the work shall be furnished to Contractor without charge by City. The services to be provided are set forth in Exhibit 'B' of this Agreement.

10. RECORDS. The Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City at all proper times and the right to examine and audit the same, and to make transcripts there from as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement, except for subcontractors, if any, listed in this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. INTEREST OF CITY REPRESENTATIVE. No member of City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she directly or indirectly is interested; nor shall any member, officer, agent, or employee of City or City have any interest directly or indirectly in this Agreement or the proceeds thereof.

13. OWNERSHIP OF DOCUMENTS. Original documents, drawings, and reports generated by this Agreement shall belong to and become the property of City. Notwithstanding such ownership, Contractor shall be entitled to retain copies for its files and may distribute and reproduce such information as it deems appropriate. Any information furnished to Contractor by any tenant or the owner of any property within the City boundaries, which is furnished in confidence, shall not be disclosed by Contractor to either City or any other person. Any use of such material by Contractor shall be reported only in statistical form without disclosure of the identity of the person furnishing such information. The parties acknowledge that documents prepared for this project may be considered public records under the California Public Records Act (Government Code §6250, et seq.) and that disclosure by City may be required by law notwithstanding ownership rights set forth herein.

14. PUBLICATION REPRODUCTION AND USE OF MATERIAL. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. City shall have authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement without the permission of Contractor.

15. HOLD HARMLESS. The Contractor shall indemnify, hold harmless, and defend the City of Lakewood, and their respective officers, employees and agents from any claim, demand, damage, liability, loss, cost, or expense for any damage whatsoever, including but not limited to, death or injury to any person and injury to any property, proximately resulting from any act or omission of Contractor or any of its officers, employees, servants, agents, or contractors in the performance of this Agreement.

16. PERFORMANCE BONDS. A faithful performance bond and a payment bond required to be filed by Contractor to whom the contract is awarded if the Contract involves an expenditure in excess of five thousand dollars (\$5,000.00). No work for a specific home is estimated to be over \$5,000.00. Therefore, Contractor shall not be required to provide either bond.

17. TERM AND TERMINATION. The term of this agreement shall be one year, from July 1, 2021, to 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 fifteen (15) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. In the event of termination, the Contractor shall be required to provide to City all invoices for finished or unfinished services and reports prepared by the Contractor as may be requested by City. Upon termination, the Contractor shall be paid the value of the work performed, less payments of compensation previously made for the same property being rehabilitated under a specific work order. Payments previously made by City to Contractor shall be credited to the amount payable to Contractor for allowable costs and fees for a specific work order. Contractor shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects Contractor's ability to provide the services provided for hereunder.

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

To City: Director of Community Development
City of Lakewood
5050 Clark Avenue
Lakewood, California 90712


To Contractor: SAMS PAINTING
Attn: Samir Sindaha
1643 Michael Torena Street
Los Angeles, CA 90026

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

CITY OF LAKEWOOD

City Manager

APPROVED AS TO FORM

(b7) 

City Attorney

ATTEST:

City Clerk

SAMS PAINTING

Exhibit "A"
FIX-UP PAINT-UP PROGRAM
City Of Lakewood

Scope of Services

A performance standards list has been compiled to give quality services for our City's residents participating in any of our Housing Programs. This list will assist both City staff as well as contractors who are providing quality customer service to our residents. This outline lists the minimum standards that the City and contractors agree to provide to its clients under the City of Lakewood Fix-up Paint-up Program. City staff on an individual case-by-case basis will decide upon any specific items or issues in question that are not listed below.

1. Provide all labor, equipment, and supplies for the program.
2. Prepare work orders for all proposed repair services.
3. The repairs will be scheduled and conducted on an as-needed basis.
4. A file folder will be maintained for each home/job order, which shall include a description of repairs completed.
5. Maintain appropriate documentation and records for review and audit for purposes to ensure compliance with all City requirements.

Description of Repairs

Exterior Repairs

- 1) Exterior Painting (all wood surfaces): Both the house and garage are always to be painted unless otherwise noted. Wood surfaces include but are not limited to, fascia boards, rafter tails, and rafter covers, window sills and frames, siding, door frames, and eaves. The following measures shall be taken for these items:
 - a) Prepare for painting. Sand or scrape all loose and peeling paint. No sandblasting is permitted. Water-blasting alone cannot be substituted for sanding or scraping. Patch all necessary gaps, cracks, and holes. All fillings to match the existing color and texture of the existing wall.
 - b) Apply one coat of primer and a minimum of 2 layers (BEHR, Dunn Edwards, or better) exterior wood paint. Wood paint shall not be used on stucco surfaces. The Contractor shall have homeowner select paint color of choice and will match paint accordingly.
- 2) Exterior Painting (stucco):
 - a) Patch, fill, and sand all holes. Missing spots and cracks in the stucco to be filled with stucco patch. New patches shall be completed flush with the existing wall as closely as possible. Newly applied stucco surface to match the color and texture of the existing stucco as closely as possible. No flat stucco patches.
 - b) Paint stucco with stucco paint only (Behr or better).

- 3) Exterior Painting (wrought iron):
 - a) Clean area thoroughly and dry completely. Paint with weather-resistant paint for metal. The Contractor shall have the homeowner select paint color of choice and will match paint accordingly.

- 4) Repairs and Replacements of exterior openings:
 - a) For replacement items such as doors, garage doors, window glass, and vent screens and other items, all required hardware that is part of the item being replaced must be replaced as well. Window replacement can only be done if the Contractor has a B or C17 state license and or if a permit is required.

 - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.

- 5) Installation of Security Devices:
 - a) Replacement or installation of security devices such as deadbolt locks, window locks, and door peephole.

 - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.

- 6) Exterior Plumbing Repairs:
 - a) All plumbing repairs or replacement requires a B or C36 state license. The only repair that may be done without a license or permit is that of a leaky hose bib.

- 7) Fence and Gates:
 - a) Fence and gate repairs.

 - b) Fences and gates are eligible for painting. For wooden fences, see *instructions for exterior wood painting*. For wrought iron, see *exterior painting wrought iron*.

- 8) Roof Gutter Repair:
 - a) Replacement and installation of rain gutters and downspouts.

- 9) Handicap Facilitation Accessories:
 - a) Installation or repair of devices for the elderly or handicapped must meet ADA requirements.

 - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.

- 10) Emergency and Energy Conservation Improvements and Repairs:
 - a) Emergency conservation repairs are eligible. This includes the installation of attic insulation and water heater insulation blankets and earthquake straps.

- b) Energy conservation improvements such as weather stripping, caulking, and replacement glazing are eligible improvements. Improvements of minimal alteration must match existing color, texture, and material as closely as possible.

Outreach Activities

The Housing Section will conduct all marketing for the Fix-Up Paint-Up Program.

Home Assessment/Work Performance/Production

1. The home assessment will consist of a pre-photo inspection to be conducted by City staff and Sam Painting.
2. If the estimate of repairs exceeds \$3,000, City Staff will consult with the homeowner to prioritize the repairs.
3. The City staff will authorize work to begin after receiving a cost estimate from Sam Painting and approval by the grant committee.
4. Sam Painting will report daily on the work to be scheduled and performed.
5. Upon completion of home repairs, City staff will perform a post photo inspection.
6. Sam Painting will be responsible for submitting to City staff all reports, expenses, and invoices. The procedures and process for invoicing and payment reimbursement shall be agreed upon before performing any repair services.
7. If any work is being done, which may involve removal or disturbance of asbestos-containing materials, Sam Painting shall notify the City to obtain an appropriate inspection by a specialist before proceeding with any such work, and follow the recommendation of such report.
8. Sam Painting shall give notices required and shall comply with all applicable laws, ordinances, and codes of the City of Lakewood and all other agencies as may be required by law.

Exhibit "B"
FIX-UP PAINT-UP PROGRAM
City Of Lakewood

Non-Federal Labor-Standards Provisions

The following Non-Federal Labor-Standards Provisions apply to services under the Agreement.

1. Prevailing Wage Rates

This Agreement is being entered into between Contractor and the City based upon their understanding that prevailing wages are not required to be paid by Contractor since the work to be performed consists of minor repairs to existing private residences. Contractor acknowledges that if the repairs being made to private residences pursuant to this Agreement are determined to be public improvements, certain contract requirements would be applicable in accordance with California Public Contract Code Sections 20688.1 through 20688.4, Health & Safety Code Sections 33422 through 33423, inclusive, and payment of wages pursuant to Labor Code Section 1720 et seq. Contractor shall hold harmless and indemnify City from any claim or action which may determine that such requirements are applicable to Contractor's construction or repairs on private residences pursuant to this Agreement.

2. Hours of Labor

Eight (8) hours labor constitutes a legal day's work under this contract. The time of service of any workman employed in the performance of this is restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week; provided, however, that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay. The provisions of this paragraph are mandated by Labor Code Sections 1810, 1811, and 1815.

The Contractor and each subcontractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed by him in connection with this contract. The record shall be kept open at all reasonable hours to the inspection by the public agency awarding the contract and to the Division of Labor Law Enforcement.

The Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit fifty dollars (\$50.00) each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or

permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. This paragraph is included pursuant to the mandate of Labor Code Section 1813. The public agency awarding the contract is required by law to take cognizance of violations of Article 3 committed in the course of the execution of the contract and must report such violations to the officer of the State or political subdivision who is authorized to pay the Contractor money due him under the contract.

3. Workmen's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of compensation to his employees.

The Contractor to whom the contract is awarded, in signing the contract, certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code section, and I will comply with such provisions before commencing the performance of the work of this contract."

4. Discrimination Prohibited

The Contractor shall not make any discrimination in the employment of persons for work to be done under this contract because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the California Government Code; and, if the Contractor violates this clause, he is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the California Labor Code.

5. Sanitary and Water Facilities

The Contractor shall provide, at his own expense, adequate drinking water and toilet facilities for workmen.

6. Substance Abuse Policy

Contractor shall be required to comply with and sign all proper documentation for the maintenance of a drug-free workplace. (Government Code Section 8355(c).)

7. U.S. Citizens

Contractor shall be required to comply with all provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Section 1101, et seq. as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the City for such violation, Contractor hereby agrees to and shall reimburse City and City for the cost of all such liabilities or sanctions imposed, together with any and all costs and expenses, including attorney fees, incurred by City.

COUNCIL AGENDA

June 8, 2021

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 established by the State.

STATEMENT OF FACT

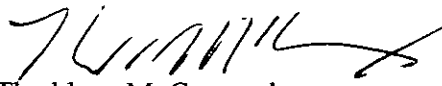
The City is in need of on-call services of an environmental services consulting firm. S.C.S. Engineers has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time and material basis, under S.C.S.'s standard 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 -

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, 2022 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, 2021, and ending June 30, 2022, except as amended.

Dated the 8th day of June 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

S.C.S. ENGINEERS

MAYOR

APPROVED AS TO FORM:

ATTEST:

(b) 

CITY ATTORNEY

CITY CLERK

Fee Schedule – 01 Long Beach
 (Effective April 1, 2021 through March 31, 2022)

	Rate/Hour
Clerical.....	75
Administrative/Secretarial.....	85
Senior Project Administrator.....	116
Senior Office Services Manager.....	129
Technician.....	95
Senior Engineering Technician.....	110
CAD Drafter.....	96
CAD Designer.....	118
Associate Staff Professional.....	108
Staff Professional I.....	115
Staff Professional II.....	120
Staff Professional III.....	130
Project Professional I.....	135
Project Professional II.....	140
Project Professional III.....	145
Senior Project Professional I.....	150
Senior Project Professional II.....	160
Senior Project Professional III.....	165
Project Manager I.....	180
Project Manager II.....	190
Project Manager III.....	200
Certified Industrial Hygienist.....	205
Senior Certified Industrial Hygienist.....	235
Senior Project Manager I.....	210
Senior Project Manager II.....	225
Senior Project Manager III.....	250
Senior Project Manager/Senior Project Advisor.....	265
Project Director I.....	260
Project Director II.....	267
Principals.....	See Note 7

General Terms

1. Scheduled rates are effective through March 31, 2022. 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 \$65 for up to a half day (4 hours) of use, and \$115 for up to a full day (company

cars at \$53/\$94). These charges incorporate an allowance of 100 miles per job per day; a \$0.37 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 \$306/hour for Vice Presidents and other Principals, \$325/hour for Senior Vice Presidents, and \$365/hour for Senior Executives.

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Agreement with Sierra Installations, Inc. for
Lakewood's Street Banner Marketing Program

INTRODUCTION

Sierra Installations, Inc. was hired in 2003 to install the city's street banner marketing campaigns, as one way of advertising citywide special events, and public awareness education. Staff recommends their agreement be renewed.

STATEMENT OF FACT


In 2003, the City Council authorized funds for a street banner marketing program. Campaigns include advertising such as Shop Lakewood and marketing messages such as "Great Ideas Last for Generations", Neighborhood Watch, and Saving Water and Used Oil Recycling campaigns. The banners also provide the annual December holiday greetings and July fireworks education campaign.

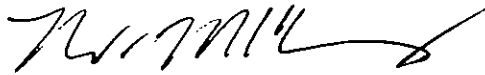
The "Great Ideas Last for Generations" banner continues as the "default" banner, meaning it is the banner that is up on all 287 light pole locations city-wide if there is no special campaign being advertised.

RECOMMENDATION

Staff recommends that the City Council:

Extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$55,000, for a one-year period ending June 30, 2022, 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, 2021, and ending June 30, 2022, in an amount not to exceed \$55,000.

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 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

Al Phillips, President
Sierra Installations, Inc.

MAYOR

APPROVED AS TO FORM:

ATTEST:

(67) 

CITY ATTORNEY

CITY CLERK

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, 2021.

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 hording 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 5% 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, 2022, in an amount not to exceed \$716,830 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

RENEWAL OF AGREEMENT FOR
ANIMAL CONTROL SERVICES
BETWEEN THE CITY OF LAKEWOOD AND
SEAACA

Per Section 5 of the Agreement dated July 1, 2009, the undersigned agree to extend the agreement for animal control services dated the 1st day of July, 2009, under the same terms and conditions for one year commencing July 1, 2021, and ending June 30, 2022, except as further amended as follows:

1. Revise Section II, Item 2. a) - to establish a new contract rate not-to-exceed \$716,830. All other conditions of said section to remain the same.

Dated the 8th day of June, 2021.

SERVICE PROVIDER

CITY OF LAKEWOOD

SEAACA EXECUTIVE DIRECTOR

MAYOR

APPROVED AS TO FORM:

ATTEST:

(by) 

CITY ATTORNEY

CITY CLERK

COUNCIL AGENDA

June 8, 2021

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 1998. 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, 2021. 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, 2022, 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, 2021, and ending June 30, 2022.

The agreement of June 25, 2013, as amended June 26, 2018, is reaffirmed in all other aspects, except as amended herein.

Dated the 8th of June 2021.

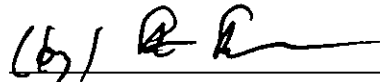
STANLEY CONVERGENT SOLUTIONS, INC.

CITY OF LAKEWOOD

Mayor

ATTEST

APPROVED AS TO FORM:



City Attorney

City Clerk

COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: T2 Systems Agreement - Cloud Hosted Parking Control Software Program

INTRODUCTION

The City has contracted with T2 Systems (T2), the City's parking-control software provider since 2017. Effective July 1, 2021, it would be appropriate to enter into a year-to-year agreement with T2.

STATEMENT OF FACT

T2 provides a highly-automated, cloud-based system and is responsible for all updating, maintenance, and support of the software. T2 is proposing an annual maintenance agreement at a cost of \$25,015, which includes access to their out-of-state registration database. This represents an increase of 2.7% from the amount paid in FY 2020-21.

The Revised Budget for Fiscal Year 2021-22 includes adequate funding for this service.

STAFF RECOMMENDATION

It is recommended that the City Council authorize entering into an annual maintenance agreement with T2 Systems for a cost not to exceed \$25,015 in FY 2021-22; and have the City Attorney approve as to form.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

T2 Systems - Confidential Quotation



For: City of Lakewood CA
Quote ID: Q-14932
Revised v2 Date Issued: 04/21/2021
Expires: 07/05/2021

Bill To:
 City of Lakewood CA
 P O Box 220
 Lakewood, California 90714
 United States

Ship To:
 City of Lakewood CA
 P O Box 220
 Lakewood, CA 90714
 United States

Prepared By:
 Tristen Moe

Prepared For:
 Sonya Radziuk

Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
Core Flex Basic Edition				
Term: 07/12/21 – 07/11/22	100.2031	4.00	USD 2,576.01	USD 10,304.04
FlexPort Enforcement				
Term: 07/12/21 – 07/11/22	100.2227	4.00	USD 819.83	USD 3,279.32
Flex Mobile Enforcement				
Term: 07/12/21 – 07/11/22	100.2051	6.00	USD 809.05	USD 4,854.30
Flex California DMV Secure File Transfer				
Term: 07/12/21 – 07/11/22	100.2032	1.00	USD 3,236.20	USD 3,236.20
RoVR Minimum Fee				
Billed monthly at \$1.95 per hit or a flat rate of \$95.00 for hits < 49	100.2107	1.00	USD 1,140.00	USD 1,140.00
Tier 1 Implementation, RoVR Configuration				
	100.2106	1.00	USD 2,200.00	USD 2,200.00

Total: USD 25,013.86

Tax Amount: Included upon invoicing, if applicable

Tax Comments: N/A

Additional Information:
Freight Term:
Payment Terms:
IRIS Profile:
End User: City of Lakewood CA
GP Customer Number: 1437

Billing Terms

This renewal quote is for expiring subscriptions and may not include all subscription services in use by your organization. Any italicized pricing on the quote indicates a continuation of a current subscription, following a bridge term. The italicized pricing is a place holder, included on the quote only to note a change in a subscription's term. The quote's annual totals do **NOT** include the cost of any italicized pricing because these amounts are not being renewed.

Ongoing software subscriptions and hosting fees are billed annually and payable on the anniversary of the software location activation date. Subscriptions and support shall be automatically renewed for an additional term of one year, effective immediately after the expiration of any then-current term, unless either T2 or Subscriber gives notice of non-renewal to the other at least sixty days in advance of the expiration of the then-current term.

Tax rate, if applicable, will be finalized for calculation at time of invoicing. Invoices paid via credit card will incur a 2.5% convenience fee.

Is a PO (purchase order) number required to be referenced on the invoice? Purchase orders can be forwarded to purchaseorders@t2systems.com

YES

NO

Quote Number: Q-14932

PO Required?

IF "NO" IS SELECTED UNDER PO REQUIRED, CUSTOMER ACCEPTS RESPONSIBILITY TO PROCESS CONTRACT PAYMENT WITHOUT RECEIPT OF PURCHASE ORDER NUMBER.

Customer

Signature

Print Name

Title

Date

PO #

COUNCIL AGENDA

June 8, 2021

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, 2022, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran *PB*
Deputy City Manager


Thaddeus McCormack
City Manager

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 8th day of June, 2021, 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, 2022, 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.

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 _____
Mayor

Dr. Jonathan L. Kramer
Title:

APPROVED AS TO FORM:

(b) 

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

A. Wireless Siting Application Reviews:

1. Application Reviews: At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below).
2. **Memorandum/Memoranda Content:**
 - a. **Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:
 - i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or
 - ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or
 - iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.
 - b. **Project Memorandum:** Once an application is determined by the City or deemed by law to be complete, Consultant will:
 - i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; standby power generators, major modification; new site; etc.); and
 - ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;
 - iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;
 - v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

4. **Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement.

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 \$2,523.00 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	\$330
Per Associate/Of Counsel or Project Manager	\$278
Per Paralegal or Senior Project Assistant	\$206
Per Assistant or Project Assistant	\$124

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:
- | Name and Title | Email Address |
|------------------------------------|---------------------------|
| Paolo Beltran, Deputy City Manager | PBeltran@lakewoodcity.org |
| Telephone Number | |
| (562) 866-9771 ext. 2129 | |

The Consultant's designated point of contact for billing queries is:

Name and Title	Email Address
Val Halvorsen, Business Manager	BManager@TelecomLawFirm.com
Telephone Number	
(310) 312-9900 ext. 135	

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 8, 2021

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, 2022, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran **PB**
Deputy City Manager


Thaddeus McCormack
City Manager

**AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 8th day of June, 2021, 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, 2022, 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.

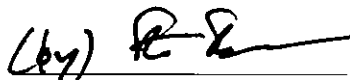
CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

By _____
Mayor

Dr. Jonathan L. Kramer
Title:

APPROVED AS TO FORM:

(by) 

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	\$320
Per Associate/Of Counsel	\$260
Per Paralegal	\$175

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, Deputy City Manager
pbeltran@lakewoodcity.org
562-866-9771, extension 2129

Lawyer'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. 123</u>	
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 8, 2021

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.

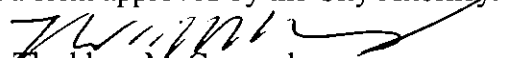
For smaller projects or studies where fees are less than \$20,000, Willdan provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the city manager prior to starting work.

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 2021 Schedule of Hourly Rates for services actually rendered.”

Dated the 8th day of June, 2021.

ENGINEER

CITY OF LAKEWOOD


Authorized Representative

Mayor

ATTEST

Jo Mayberry, City Clerk

Approved as to form:

(b) 

City Attorney

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COUNCIL AGENDA

June 8, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Rejection of Bids for Plant 13 Treatment Plant Installation – PW Project 21-08

INTRODUCTION

Four bids were received on May 12, 2021 for a project to install a treatment plant at Plant 13 located on Palo Verde north of Del Amo. Well 13A, located in this area, was removed from service in March, 2020, due to detection of increasing levels of arsenic.

STATEMENT OF FACT

A pilot study was conducted in July, 2020, that determined removal of arsenic is feasible by a filter system. On October 13, 2020, the City Council approved awarding a Purchase Order to Yardney Water Management Systems for not-to-exceed costs of \$155,000 for a water treatment filter system which will be incorporated into the project. Due to the long lead time to manufacture the filter system, the City issued a PO to obtain the system with the intent to have the eventual Contractor install it into the project.

A pre-bid conference was attended by representatives from five firms. There were seven plan holders of which the below four submitted bids on May 12.

RANK	BIDDER	CITY	BID AMOUNT
1	R.E. Chaffee Construction	Wrightwood	\$945,000
2	Cora Constructors, Inc	Palm Desert	\$1,051,000
3	Caliagua, Inc	Anaheim	\$1,184,000
4	Pacific Hydrotech Corp	Perris	\$1,248,100

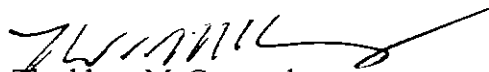
Due to the bids received being much higher than anticipated and the lack of sufficient funds budgeted for the project, staff is recommending rejection of all bids as allowed by Public Contract Code 20166. Staff will continue to work diligently to find other options to complete the project.

City Council Water Resources Committee reviewed the matter at their June 1, 2021 meeting and recommended rejecting all bids.

RECOMMENDATION

It is recommended that the City Council reject all bids received for Plant 13 Treatment Plant Installation – PW Project 21-08.

Lisa Ann Rapp *LAR*
Director of Public Works


Thaddeus McCormack
City Manager