

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

June 9, 2020

*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](mailto: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.

**CALL TO ORDER** 7:30 p.m.

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:** Mayor Todd Rogers  
Vice Mayor Jeff Wood  
Council Member Steve Croft  
Council Member Diane DuBois  
Council Member Ariel Pe

**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 September 10, 2019

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

RI-3 BIENNIAL REVIEW OF CONFLICT OF INTEREST CODES - Staff recommends City Council direct City Clerk to commence review of City of Lakewood Conflict of Interest Code and report results to City Council on or before October 1, 2020.

RI-4 REAPPOINTMENT TO THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD - Staff recommends City Council approve reappointment of Allison Castellanos to Southeast Los Angeles County Workforce Development Board of Directors.

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

RI-5 RESOLUTION NO. 2020-22; 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 2019-48 - Staff recommends City Council adopt proposed resolution.

RI-6 PERMIT APPLICATIONS FOR THE SALE OF FIREWORKS - Staff recommends City Council approve permit applications for sale of fireworks.

### **PUBLIC HEARINGS:**

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEAR 2020-21 AND 2021-22

a. Presentation of Report by City Manager

b. Memorandum from City Attorney

c. RESOLUTION NO. 2020-23; AMENDING THE BIENNIAL BUDGET FOR FISCAL YEAR 2020-2021 AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2020 - Staff recommends City Council adopt proposed resolution.

d. RESOLUTION NO. 2020-24; DETERMINING THE TOTAL ANNUAL APPROPRIATION SUBJECT TO LIMITATION OF THE CITY OF LAKEWOOD FOR FISCAL YEAR 2020-2021 - Staff recommends City Council adopt proposed resolution.

e. RESOLUTION NO. 2020-25; ADOPTING THE BIENNIAL BUDGET AND APPROPRIATING REVENUE FOR THE FISCAL YEARS 2020-21 and 2021-22 - Staff recommends City Council adopt proposed resolution.

1) RESOLUTIONS NO. 2020-26 AND NO. 2020-27; CERTIFYING TO CITY LIGHT AND POWER LAKEWOOD THAT BASIC FEE PAYMENTS HAVE BEEN INCLUDED IN THE BUDGET - Staff recommends City Council adopt proposed resolution.

2) RESOLUTION NO. 2020-28; RENEWING AN AGREEMENT FOR A COMMUNITY RECREATION PROGRAM WITH THE ABC UNIFIED SCHOOL DISTRICT - Staff recommends City Council adopt proposed resolution and approve agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for period of July 1, 2020, to June 30, 2021.

3) RESOLUTION NO. 2020-29; 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, 2020, to June 30, 2021.

4) RESOLUTION NO. 2020-30; 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, 2020, to June 30, 2021.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEAR 2020-21 AND 2021-22

- 5) RESOLUTION NO. 2020-31; 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, 2020, to June 30, 2021.
- 6) RESOLUTION NO. 2020-32; 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, 2020, to June 30, 2021.
- 7) AGREEMENT FOR TELECOMMUNICATIONS SERVICES WITH ABILITA LA - Staff recommends City Council extend telecommunications services agreement with Abilita LA for period ending June 30, 2021, in amount not to exceed \$23,100 per year, and authorize Mayor to sign amendment in form approved by City Attorney.
- 8) AGREEMENT FOR HVAC AND REFRIGERATION MAINTENANCE AND REPAIR SERVICES WITH AIRE RITE A/C AND REFRIGERATION INC. - Staff recommends City Council extend HVAC and refrigeration maintenance service agreement with Aire Rite A/C and Refrigeration for one-year period June 30, 2021, in amount not to exceed \$110,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.
- 9) AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES WITH ASSOCIATED SOILS ENGINEERING, INC. - Staff recommends City Council extend engineering services agreement with Associated Soils Engineering for period ending June 30, 2021, in amount not to exceed budgeted amounts for geotechnical work, and authorize Mayor to sign amendment in form approved by City Attorney.
- 10) AGREEMENT FOR HARDSCAPE MAINTENANCE WITH CJ CONSTRUCTION - Staff recommends City Council extend hardscape maintenance agreement with CJ Construction for period ending June 30, 2021, in amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize Mayor to sign amendment in form approved by City Attorney.
- 11) AGREEMENT FOR ON-CALL ROOF WARRANTY INSPECTION AND CONSULTING SERVICES WITH D7 CONSULTING - Staff recommends City Council renew consulting agreement with D7 Consulting for roof warranty and inspection services for one-year period ending June 30, 2021, in amount not to exceed \$55,000 and authorize Mayor to sign agreement in form approve by City Attorney.
- 12) AGREEMENT FOR ARCHITECTURAL SERVICES WITH DAHLIN GROUP - Staff recommends City Council amend on-call architectural services agreement with Dahlin Group, and authorize Mayor to sign amendment in form approved by City Attorney.
- 13) AGREEMENT WITH DEKRA-LITE FOR CENTRE DECOR - Staff recommends City Council extend agreement for installation, removal and storage of lighting and equipment from Dekra-Lite for period ending June 30, 2021, in amount not to exceed \$42,000, and authorize Mayor to sign amendment in form approved by City Attorney.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEAR 2020-21 AND 2021-22

14) AGREEMENT WITH DIVE/CORR INC. FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE – Staff recommends City Council award contract to Dive/Corr Inc. for water storage facility inspection and maintenance and authorize Mayor to sign contract in form approved by City Attorney.

15) AMENDMENT TO AGREEMENT WITH DOTY BROS CONSTRUCTION FOR ON-CALL EMERGENCY UTILITY REPAIRS – Staff recommends City Council approve first amendment to professional services agreement with Doty Bros. Construction to extend contract to June 30, 2022 and authorize Mayor to sign contract in form approved by City Attorney

16) AGREEMENT FOR DOCUMENT IMAGING SYSTEM MAINTENANCE AND SUPPORT - Staff recommends City Council authorize extension through June 30, 2021, of agreement with ECS Imaging, Inc. for maintenance and support of Laserfiche system in amount not to exceed \$10,667, and authorize Mayor to execute amendment to agreement subject to approval of City Attorney.

17) AMENDMENT TO APPENDIX B FOR REFUSE COLLECTION WITH EDCO WASTE SERVICES - Staff recommends City Council approve the 2020 amendment to Appendix B with EDCO Waste Services and authorize Mayor to sign agreement in form approved by City Attorney.

18) RENEWAL OF AGREEMENT WITH FAIR HOUSING CONSULTANTS INC. - Staff recommends City Council approve renewal of contract and amended scope of services with Sharron Hillery for fair housing consulting services through June 30, 2021, and authorize contract amount not to exceed \$38,695.

19) AGREEMENT FOR ON-CALL ELECTRICAL ENGINEERING SERVICES WITH FBA ENGINEERING - Staff recommends City Council renew consulting agreement with FBA Engineering for electrical engineering services for FY2020-2021 in amount not to exceed \$20,000, and authorize Mayor to sign agreement in form approved by City Attorney.

20) AGREEMENT FOR ELECTRICAL SUPPORT SERVICES WITH FINELINE ELECTRIC - Staff recommends City Council extend service provider agreement with Fineline Electric for electrical support services for FY 2020-2021, in amount not to exceed \$55,000, and authorize Mayor to sign amendment in form approved by City Attorney.

21) AGREEMENT AMENDMENT OF STORM WATER SERVICES AGREEMENT WITH G2 CONSTRUCTION - Staff recommends City Council amend storm water services agreement with G2 Construction for period ending June 30, 2021, and authorize Mayor to sign amendment in a form approved by City Attorney.

22) AGREEMENT WITH GREENE BACKFLOW FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES – Staff recommends City Council award contract to Greene Backflow for annual backflow testing and repair services and authorize Mayor to sign contract in form approved by City Attorney.

23) AGREEMENT WITH HTS ENVIRONMENTAL SERVICES FOR DISPOSAL OF HAZARDOUS MATERIALS FROM WELL 27 TREATMENT PLANT – Staff recommends City Council award contract to HTS Environmental Services for disposal of hazardous materials from well 27 treatment plant and authorize Mayor to sign contract in form approved by City Attorney.



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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEAR 2020-21 AND 2021-22

24) AMENDMENT TO AGREEMENT FOR STORM WATER SERVICES WITH JOHN L. HUNTER & ASSOCIATES - Staff recommends City Council amend storm water services agreement with John L. Hunter & Associates for period ending June 30, 2021, in amount not to exceed \$69,000 and authorize Mayor to sign amendment in form approved by City Attorney.

25) AGREEMENT FOR PROVISION OF CITY ATTORNEY AND CITY PROSECUTOR SERVICES WITH JONES & MAYER - Staff recommends City Council authorize Mayor to execute agreement.

26) AGREEMENTS FOR MEDIAN LANDSCAPE MAINTENANCE SERVICES AND MOWING SERVICES OF CITY FACILITIES WITH LANDCARE - Staff recommends City Council approve agreements for contract services of landscaped medians and facilities mowing with LandCare for the new fiscal year and authorize Mayor to sign agreement for median landscape maintenance at annual cost of \$49,446 and mowing services of City facilities at annual cost of \$44,249 in forms approved by City Attorney.

27) AMENDMENT TO AGREEMENT FOR ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES WITH LIFTECH ELEVATOR SERVICES, INC. - Staff recommends City Council amend elevator services agreement with Liftech Elevator Services for period ending June 30, 2021, in amount not to exceed \$20,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

28) REIMBURSEMENT AGREEMENTS FOR LONG BEACH TRANSIT FIXED ROUTE SUBSIDY AND DIAL-A-LIFT SERVICES - Staff recommends City Council authorize Mayor to sign reimbursement agreements with Long Beach Transit for fixed route bus services and dial-a-lift services.

29) AMENDMENT TO AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. - Staff recommends City Council extend transportation planning and engineering services agreement with LSA for period ending June 30, 2021, in amount not to exceed budgeted amounts for transportation planning and authorize Mayor to sign amendment in form approved by City Attorney.

30) AGREEMENT WITH MACERICH LAKEWOOD LP FOR LAW ENFORCEMENT SERVICES AT LAKEWOOD CENTER MALL - Staff recommends City Council approve agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2020, through June 30, 2021, and authorize Mayor to sign agreement as approved by City Attorney.

31) AGREEMENT FOR ENGINEERING AND TRAFFIC SURVEY SERVICES WITH NEWPORT TRAFFIC STUDIES - Staff recommends City Council extend engineering and traffic survey services agreement with NTS for period ending June 30, 2021, in amount not to exceed budgeted amounts and authorize Mayor to sign amendment in a form approved by City Attorney.

32) AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES WITH NICHOLLS CONSULTING - Staff recommends City Council amend environmental services agreement with Nicholls Consulting for period ending June 30, 2021, and authorize Mayor to sign amendment in form approved by City Attorney.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEAR 2020-21 AND 2021-22

33) AGREEMENT FOR ON-CALL HAZARDOUS WASTE REMOVAL SERVICES WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. - Staff recommends City Council renew environmental services agreement with Ocean Blue Environmental Services for one-year period ending June 30, 2021, in amount not to exceed \$35,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

34) AMENDMENT OF AGREEMENT WITH PACIFIC EH&S SERVICES, INC. - Staff recommends City Council authorize Mayor to execute amendment to agreement for health and safety consulting services, subject to approval as to form by City Attorney.

35) AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES WITH PCI STRIPING - Staff recommends City Council extend traffic striping maintenance services agreement with PCI for period ending June 30, 2021, in amount not to exceed budgeted amounts for pavement striping and authorize Mayor to sign amendment in form approved by City Attorney.

36) AGREEMENT FOR ON-CALL MECHANICAL AND PLUMBING ENGINEERING SERVICES WITH POCOCK DESIGN SOLUTIONS INC. - Staff recommends City Council renew consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for period ending June 30, 2021, in amount not to exceed \$20,000, and authorize Mayor to sign amendment in form approved by City Attorney.

37) AGREEMENT FOR LANDSCAPE ARCHITECTURAL SUPPORT SERVICES WITH RICHARD FISHER ASSOCIATES - Staff recommends City Council approve amendment to consulting agreement with Richard Fisher Associates for landscape architectural support services for period ending June 30, 2021, in amount not to exceed \$20,000, and authorize Mayor to sign amendment in form approved by City Attorney.

38) AGREEMENT FOR ON-CALL STRUCTURAL ENGINEERING SERVICES WITH ROBERT F. DANIELS STRUCTURAL ENGINEER - Staff recommends City Council renew consulting agreement with Robert F. Daniels Structural Engineer for structural engineering services for period ending June 30, 2021, in amount not to exceed \$20,000, and authorize Mayor to sign amendment in form approved by City Attorney.

39) RENEWAL OF AGREEMENT WITH SAMS PAINTING FOR FIX-UP PAINT-UP PROGRAM – Staff recommends City Council approve renewal of contract and scope of services for fix-up paint-up program with Sams Painting through June 30, 2021, within limits budgeted for program.

40) AGREEMENT FOR ENVIRONMENTAL SERVICES WITH S.C.S. CONSULTANTS - Staff recommends City Council amend environmental services agreement with S.C.S. Engineers for period ending June 30, 2021, and authorize Mayor to sign amendment in form approved by City Attorney.

41) AGREEMENT FOR STREET BANNER MARKETING PROGRAM WITH SIERRA INSTALLATIONS, INC. - Staff recommends City Council extend agreement for street banner marketing program for installation, removal, cleaning and storage of City-owned banners with Sierra Installations in amount not to exceed \$30,000 for a one-year period ending June 30, 2021, and authorize Mayor to sign renewal in form approved by City Attorney.

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

#### **1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEAR 2020-21 AND 2021-22**

42) 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, 2021, in amount not to exceed \$680,750 per year, in form approved by City Attorney and authorize signature by Mayor.

43) RENEWAL OF AGREEMENT FOR FIRE AND BURGLAR SECURITY SYSTEMS MONITORING AND MAINTENANCE SERVICES WITH STANLEY CONVERGENT SECURITY SOLUTIONS - Staff recommends City Council extend monitoring and maintenance agreement for fire and burglar security systems with Stanley Convergent Security Solutions, for period ending June 30, 2021, in amount not to exceed \$150,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

44) AGREEMENT FOR HELICOPTER MAINTENANCE WITH STEAM AIRCRAFT – Staff recommends City Council approve agreement with STEAM Aircraft from July 1, 2020 through June 30, 2022, and authorize Mayor to sign agreement as approved by City Attorney.

45) AGREEMENT WITH T2 SYSTEMS FOR CLOUD HOSTED PARKING CONTROL SOFTWARE PROGRAM - Staff recommends City Council authorize entering into annual maintenance agreement with T2 Systems for cost not to exceed \$22,410 in FY 2020-21, in form approved by City Attorney.

46) CONSULTANT SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve consultant services agreement with Telecom Law Firm, PC for period ending June 30, 2021, and authorize Mayor to sign agreement in form approved by City Attorney.

47) LEGAL SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve legal services agreement with Telecom Law Firm, PC for period ending June 30, 2021, and authorize Mayor to sign agreement in form approved by City Attorney.

48) AGREEMENT WITH WATERLINE TECHNOLOGIES FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE – Staff recommends City Council award contract to Waterline Technologies for delivery of 12.5% sodium hypochlorite and authorize Mayor to sign contract in form approved by City Attorney.

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

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

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

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

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

**CITY OF LAKEWOOD  
FUND SUMMARY 5/21/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 97855 through 97907. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,446,921.65
1020	CABLE TV	514.97
1050	COMMUNITY FACILITY	7,891.62
1070	RETIREE BENEFITS	7,500.00
1336	STATE COPS GRANT	18,926.80
1371	JAG GRANT	14,668.86
3001	CAPITAL IMPROV PROJECT FUND	68,790.40
3060	PROPOSITION "A"	946.20
3070	PROPOSITION "C"	782.12
5030	FLEET MAINTENANCE	5,482.94
6020	GEOGRAPHIC INFORMATION SYSTEM	13,717.00
7500	WATER UTILITY FUND	85,370.59
8030	TRUST DEPOSIT	287.07
		<hr/>
		<b>1,671,800.22</b>

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
97855	05/21/2020	1003	AMER.SOCIETY OF COMPOSERS	12.00	0.00	12.00
97856	05/21/2020	5322	N. HARRIS COMPUTER CORPORATION	32,168.00	0.00	32,168.00
97857	05/21/2020	443	B&M LAWN AND GARDEN INC	135.37	0.00	135.37
97858	05/21/2020	53983	CALIF STATE FRANCHISE TAX BOARD	200.00	0.00	200.00
97859	05/21/2020	7500	CENTRAL BASIN MUNICIPAL WATER	6,249.83	0.00	6,249.83
97860	05/21/2020	43135	CERRITOS. CITY OF	8,996.00	0.00	8,996.00
97861	05/21/2020	45894	CINTAS CORPORATION	60.94	0.00	60.94
97862	05/21/2020	66284	COCHICO. WILFRED Z	1,181.40	0.00	1,181.40
97863	05/21/2020	5200	DAHLIN GROUP. INC.	520.00	0.00	520.00
97864	05/21/2020	5340	DOXIM INC.	635.95	0.00	635.95
97865	05/21/2020	3199	EDCO WASTE SERVICES LLC	419,661.50	0.00	419,661.50
97866	05/21/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	16.64	0.00	16.64
97867	05/21/2020	52316	FEDERAL EXPRESS CORP	60.03	0.00	60.03
97868	05/21/2020	5182	FRED ALLEN ENTERPRISES. INC.	575.83	0.00	575.83
97869	05/21/2020	5006	FREMONTIA HORTICULTURAL. INC	562.56	0.00	562.56
97870	05/21/2020	4884	FRONTIER CALIFORNIA INC.	2,808.10	0.00	2,808.10
97871	05/21/2020	58088	GEOSCIENCE SUPPORT SERVICES INC	18,131.28	0.00	18,131.28
97872	05/21/2020	64215	GOLD COAST AWARDS INC	115.19	0.00	115.19
97873	05/21/2020	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
97874	05/21/2020	38311	H & H NURSERY	90.80	0.00	90.80
97875	05/21/2020	58838	HANSON AGGREGATES LLC	175.00	0.00	175.00
97876	05/21/2020	35477	HARA M LAWNMOWER CENTER	73.37	0.00	73.37
97877	05/21/2020	34354	HI-WAY SAFETY RENTALS INC	895.71	0.00	895.71
97878	05/21/2020	36589	IMMEDIATE MEDICAL CARE	340.00	0.00	340.00
97879	05/21/2020	4622	JHM SUPPLY INC	202.90	0.00	202.90
97880	05/21/2020	4180	JONES RICHARD D. A PROF LAW CORP	16,750.00	0.00	16,750.00
97881	05/21/2020	18300	LAKEWOOD CHAMBER OF COMMERCE	2,416.67	0.00	2,416.67
97882	05/21/2020	18300	LAKEWOOD CHAMBER OF COMMERCE	5,000.00	0.00	5,000.00
97883	05/21/2020	18550	LAKEWOOD. CITY OF	287.07	0.00	287.07
97884	05/21/2020	18550	LAKEWOOD. CITY OF	37.00	0.00	37.00
97885	05/21/2020	3564	LONG BEACH. CITY OF	64.94	0.00	64.94
97886	05/21/2020	21600	LOS ANGELES CO SHERIFFS DEPT	945,734.73	0.00	945,734.73
97887	05/21/2020	866	LOS ANGELES CO INTERNAL SERVICES DEPT	13,717.00	0.00	13,717.00
97888	05/21/2020	4443	O'REILLY AUTOMOTIVE STORES INC	159.98	0.00	159.98
97889	05/21/2020	47414	O'NEAL. DINK	100.00	0.00	100.00
97890	05/21/2020	47554	OFFICE DEPOT BUSINESS SVCS	336.58	0.00	336.58
97891	05/21/2020	65659	PHASE II SYSTEMS INC	10,000.00	0.00	10,000.00
97892	05/21/2020	4374	PITNEY BOWES INC	149.12	0.00	149.12
97893	05/21/2020	45437	S & J SUPPLY CO	10,729.91	0.00	10,729.91
97894	05/21/2020	3153	SECTRAN SECURITY INC	154.10	0.00	154.10
97895	05/21/2020	29400	SOUTHERN CALIFORNIA EDISON CO	86,953.60	0.00	86,953.60
97896	05/21/2020	29500	SOUTHERN CALIFORNIA GAS CO	418.66	0.00	418.66
97897	05/21/2020	1737	SOUTHERN COUNTIES LUBRICANTS	920.24	0.00	920.24
97898	05/21/2020	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,505.31	0.00	4,505.31

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK #</b>	<b>CHECK DATE</b>	<b>VEND #</b>	<b>VENDOR NAME</b>	<b>GROSS</b>	<b>DISC.</b>	<b>CHECK AMOUNT</b>
97899	05/21/2020	4212	SYN-TECH SYSTEMS INC	2,550.00	0.00	2,550.00
97900	05/21/2020	59212	TETRA TECH INC	49,199.69	0.00	49,199.69
97901	05/21/2020	52484	TREND OFFSET PRINTING SERVICES INC	946.20	0.00	946.20
97902	05/21/2020	60685	TURF STAR	485.24	0.00	485.24
97903	05/21/2020	57989	U S BANK	130.89	0.00	130.89
97904	05/21/2020	64024	U S POSTAL SERVICE	890.13	0.00	890.13
97905	05/21/2020	3943	WATERLINE TECHNOLOGIES INC	860.55	0.00	860.55
97906	05/21/2020	37745	WESTERN EXTERMINATOR CO	317.50	0.00	317.50
97907	05/21/2020	35146	WILLDAN ASSOCIATES	19,590.71	0.00	19,590.71
<b>Totals:</b>				<u>1,671,800.22</u>	<u>0.00</u>	<u>1,671,800.22</u>



**CITY OF LAKEWOOD  
FUND SUMMARY 5/28/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 97908 through 98049. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	103,682.15
1015	SPECIAL OLYMPICS	162.14
1020	CABLE TV	7,959.37
1030	CDBG CURRENT YEAR	24.87
1050	COMMUNITY FACILITY	480.65
1630	USED OIL GRANT	-60.00
5020	CENTRAL STORES	5,275.49
5030	FLEET MAINTENANCE	1,716.77
6020	GEOGRAPHIC INFORMATION SYSTEM	57.49
7500	WATER UTILITY FUND	440,799.90
8030	TRUST DEPOSIT	310.00
		<hr/>
		<b>560,408.83</b>

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
97908	05/19/2020	4551	ACCOUNTING PRINCIPALS. INC	1,097.07	0.00	1,097.07
97909	05/19/2020	4551	ACCOUNTING PRINCIPALS. INC	1,125.20	0.00	1,125.20
97910	05/19/2020	4551	ACCOUNTING PRINCIPALS. INC	1,026.75	0.00	1,026.75
97911	05/19/2020	4551	ACCOUNTING PRINCIPALS. INC	900.16	0.00	900.16
97912	05/19/2020	4551	ACCOUNTING PRINCIPALS. INC	1,125.20	0.00	1,125.20
97913	05/19/2020	4551	ACCOUNTING PRINCIPALS. INC	717.32	0.00	717.32
97914	05/28/2020	61307	PERRIS FENCE & SUPPLY	325.05	0.00	325.05
97915	05/28/2020	51209	AGUINAGA GREEN INC	3,066.00	0.00	3,066.00
97916	05/28/2020	2701	AIRE RITE A/C & REFRIGERATION INC	5,300.65	0.00	5,300.65
97917	05/28/2020	4551	ACCOUNTING PRINCIPALS. INC	1,110.76	0.00	1,110.76
97918	05/28/2020	443	B&M LAWN AND GARDEN INC	114.94	0.00	114.94
97919	05/28/2020	5154	BANC OF AMERICA PUBLIC CAPITAL CORP.	390,154.69	0.00	390,154.69
97920	05/28/2020	1813	BIOMETRICS4ALL INC	564.00	0.00	564.00
97921	05/28/2020	53983	CALIF STATE FRANCHISE TAX BOARD	200.00	0.00	200.00
97922	05/28/2020	4776	CORELOGIC. INC.	49.75	0.00	49.75
97923	05/28/2020	4734	DOSSIER SYSTEMS. INC.	1,383.00	0.00	1,383.00
97924	05/28/2020	51393	EMPLOYMENT DEVELOPMENT DEPT	13,714.00	0.00	13,714.00
97925	05/28/2020	3946	FERGUSON ENTERPRISES INC	2,496.60	0.00	2,496.60
97926	05/28/2020	66217	MAGNASYNC-MOVIOLA CORP	270.42	0.00	270.42
97927	05/28/2020	63519	FLUE STEAM INC	218.00	0.00	218.00
97928	05/28/2020	34845	GLASBY MAINTENANCE SUPPLY CO	150.78	0.00	150.78
97929	05/28/2020	35477	HARA M LAWNMOWER CENTER	346.02	0.00	346.02
97930	05/28/2020	42031	HOME DEPOT	2,078.55	0.00	2,078.55
97931	05/28/2020	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	1,960.00	0.00	1,960.00
97932	05/28/2020	53849	LAKEWOOD ROTARY CLUB	218.00	0.00	218.00
97933	05/28/2020	2409	LIFTECH ELEVATOR SERVICES INC	375.00	0.00	375.00
97934	05/28/2020	19710	LINCOLN EQUIPMENT INC	134.69	0.00	134.69
97935	05/28/2020	58414	MANAGED HEALTH NETWORK	344.85	0.00	344.85
97936	05/28/2020	5354	MEDIA CONCEPTS. INC.	7,414.00	0.00	7,414.00
97937	05/28/2020	5153	MIDWEST MOTOR SUPPLY CO. INC.	66.25	0.00	66.25
97938	05/28/2020	52588	MILLER DON & SONS	332.84	0.00	332.84
97939	05/28/2020	4190	NATIONAL UNION FIRE INSURANCE CO	527.38	0.00	527.38
97940	05/28/2020	4443	O'REILLY AUTOMOTIVE STORES INC	218.83	0.00	218.83
97941	05/28/2020	47554	OFFICE DEPOT BUSINESS SVCS	99.92	0.00	99.92
97942	05/28/2020	4719	JOYCE LOU. INC.	1,307.39	0.00	1,307.39
97943	05/28/2020	5360	PAYMENTUS CORPORATION	26,707.15	0.00	26,707.15
97944	05/28/2020	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
97945	05/28/2020	47285	ROTARY CORP	156.04	0.00	156.04
97946	05/28/2020	5230	SITEONE LANDSCAPE SUPPLY. LLC	1,026.57	0.00	1,026.57
97947	05/28/2020	26900	SO CALIF SECURITY CENTERS INC	71.18	0.00	71.18
97948	05/28/2020	5022	MWB COPY PRODUCTS. INC.	114.98	0.00	114.98
97949	05/28/2020	29400	SOUTHERN CALIFORNIA EDISON CO	24,502.36	0.00	24,502.36
97950	05/28/2020	4026	SPASEFF TED C	50.00	0.00	50.00
97951	05/28/2020	44104	STATE WATER RESOURCES CONTROL BOARD	105.00	0.00	105.00

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
97952	05/28/2020	977	STEVEN ENTERPRISES	553.89	0.00	553.89
97953	05/28/2020	55947	STOVER SEED COMPANY	930.76	0.00	930.76
97954	05/28/2020	63988	T2 SYSTEMS INC	21,028.74	0.00	21,028.74
97955	05/28/2020	1676	U S TELEPACIFIC CORP	1,534.42	0.00	1,534.42
97956	05/28/2020	1437	U S BANK NATIONAL ASSOCIATION	13,903.65	0.00	13,903.65
97957	05/28/2020	64024	U S POSTAL SERVICE	3,560.50	0.00	3,560.50
97958	05/28/2020	5284	UNIFIRST CORPORATION	22.06	0.00	22.06
97959	05/28/2020	49848	USA BLUE BOOK A DIVISION OF	455.90	0.00	455.90
97960	05/28/2020	4907	VARSITY BRANDS HOLDING CO INC	2,674.50	0.00	2,674.50
97961	05/28/2020	33200	WALTERS WHOLESALE ELECTRIC CO	44.91	0.00	44.91
97962	05/28/2020	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
97963	05/28/2020	3943	WATERLINE TECHNOLOGIES INC	2,911.15	0.00	2,911.15
97964	05/28/2020	17640	WAXIE ENTERPRISES INC	1,130.36	0.00	1,130.36
97965	05/28/2020	2279	AMERICAN PACIFIC PRINTERS COLLEGES	928.01	0.00	928.01
97966	05/28/2020	35146	WILLDAN ASSOCIATES	4,138.50	0.00	4,138.50
97967	05/28/2020	3699	ALBINO. DANIEL	470.00	0.00	470.00
97968	05/28/2020	3699	AVILA. BLANCA	566.00	0.00	566.00
97969	05/28/2020	3699	BARAHONA. LAUREN	20.00	0.00	20.00
97970	05/28/2020	3699	BARRERA. JESSICA	20.00	0.00	20.00
97971	05/28/2020	3699	BEARD. AIESHA	43.00	0.00	43.00
97972	05/28/2020	3699	BOURGEAULT. LAFLECHE	40.00	0.00	40.00
97973	05/28/2020	3699	BROWN. LADRINA	43.00	0.00	43.00
97974	05/28/2020	3699	BROWN. MARK	590.00	0.00	590.00
97975	05/28/2020	3699	CASILLAS. ELIZABETH	20.00	0.00	20.00
97976	05/28/2020	3699	CEBALLOS. LAURA	200.00	0.00	200.00
97977	05/28/2020	3699	CUNNINGHAM. LAURIE	43.00	0.00	43.00
97978	05/28/2020	3699	DAVIS. JAMES	470.00	0.00	470.00
97979	05/28/2020	3699	DE GUZMAN. RODRIGO	58.00	0.00	58.00
97980	05/28/2020	3699	DECANO. LYNDA	43.00	0.00	43.00
97981	05/28/2020	3699	DEL GARCIA. MARIA	43.00	0.00	43.00
97982	05/28/2020	3699	DIAZ. MOLLY	20.00	0.00	20.00
97983	05/28/2020	3699	DICKENS. SHANENEE	20.00	0.00	20.00
97984	05/28/2020	3699	DOLMOS. DORA	583.00	0.00	583.00
97985	05/28/2020	3699	FAHEM. NARIMAN	43.00	0.00	43.00
97986	05/28/2020	3699	FINDLEY. TAMIA	43.00	0.00	43.00
97987	05/28/2020	3699	FLORES. ELIZABETH	60.00	0.00	60.00
97988	05/28/2020	3699	FOSTER. SASHA	43.00	0.00	43.00
97989	05/28/2020	3699	GOMEZ. ELESSE	20.00	0.00	20.00
97990	05/28/2020	3699	GONZALEZ. JESUS	20.00	0.00	20.00
97991	05/28/2020	3699	GONZALEZ. SUSAN	43.00	0.00	43.00
97992	05/28/2020	3699	GRIER. TIFFANI	43.00	0.00	43.00
97993	05/28/2020	3699	GRIFFEN. ANGELA	20.00	0.00	20.00
97994	05/28/2020	3699	HALE. LEAH	20.00	0.00	20.00
97995	05/28/2020	3699	HEAPY. KEVIN	20.00	0.00	20.00

# CITY OF LAKEWOOD

## SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
97996	05/28/2020	3699	HERRINGTON. BRANDI	20.00	0.00	20.00
97997	05/28/2020	3699	HINES. LAKISHA	43.00	0.00	43.00
97998	05/28/2020	3699	IZABAL. REBEKAH	20.00	0.00	20.00
97999	05/28/2020	3699	JACKSON. TINA	20.00	0.00	20.00
98000	05/28/2020	3699	JAVIER. ELMER	538.00	0.00	538.00
98001	05/28/2020	3699	JOYA. ROSALIO	448.00	0.00	448.00
98002	05/28/2020	3699	KINGERY. PAMELA	20.00	0.00	20.00
98003	05/28/2020	3699	LAREZ. MYRNA	43.00	0.00	43.00
98004	05/28/2020	3699	LARISON. KRISTIE	90.00	0.00	90.00
98005	05/28/2020	3699	LAWSON. IESHA	20.00	0.00	20.00
98006	05/28/2020	3699	LEONARD. GLENN	43.00	0.00	43.00
98007	05/28/2020	3699	LOPEZ. MARIA	43.00	0.00	43.00
98008	05/28/2020	3699	MACIAS. ASHLEY	20.00	0.00	20.00
98009	05/28/2020	3699	MCCAUGHEY. DEBRA	20.00	0.00	20.00
98010	05/28/2020	3699	MONROY. SARA	43.00	0.00	43.00
98011	05/28/2020	3699	NAVARRETE. NORA	705.50	0.00	705.50
98012	05/28/2020	3699	NAVE. COURTNEY	43.00	0.00	43.00
98013	05/28/2020	3699	NISHIMOTO. JANE	43.00	0.00	43.00
98014	05/28/2020	3699	ORTIZ. REGINA	568.00	0.00	568.00
98015	05/28/2020	3699	PACHECO. SABRINA	40.00	0.00	40.00
98016	05/28/2020	3699	PACK. ANTHONY	43.00	0.00	43.00
98017	05/28/2020	3699	PEOPLES. ANGEL	43.00	0.00	43.00
98018	05/28/2020	3699	PEREZ. ELISEO NICASIO	20.00	0.00	20.00
98019	05/28/2020	3699	PEREZ. MARISA	1,000.00	0.00	1,000.00
98020	05/28/2020	3699	PIAZZA FAMILY RESTAURANTS	1,000.00	0.00	1,000.00
98021	05/28/2020	3699	PITTS. CHARLENE	43.00	0.00	43.00
98022	05/28/2020	3699	PRICE-CAMPBELL. JEATARA	43.00	0.00	43.00
98023	05/28/2020	3699	QUINTERO. CLAUDIA	248.00	0.00	248.00
98024	05/28/2020	3699	RANGEL. ANA	43.00	0.00	43.00
98025	05/28/2020	3699	REYNOLDS. ASHLEY	43.00	0.00	43.00
98026	05/28/2020	3699	RODRIGUEZ. NANCY	20.00	0.00	20.00
98027	05/28/2020	3699	ROJAS. NANCY	40.00	0.00	40.00
98028	05/28/2020	3699	ROSELLI. LAURA	40.00	0.00	40.00
98029	05/28/2020	3699	ROTARY CLUB OF LAKEWOOD	1,000.00	0.00	1,000.00
98030	05/28/2020	3699	SALCEDO. ELISEO	20.00	0.00	20.00
98031	05/28/2020	3699	SANCHEZ. DAVID	43.00	0.00	43.00
98032	05/28/2020	3699	SANTANA. CARLOS	653.00	0.00	653.00
98033	05/28/2020	3699	SCOTT. KAREN	43.00	0.00	43.00
98034	05/28/2020	3699	SCOTT. SUZANNE	100.00	0.00	100.00
98035	05/28/2020	3699	TAPIA. DAVID	20.00	0.00	20.00
98036	05/28/2020	3699	TAYLOR. ERIN	100.00	0.00	100.00
98037	05/28/2020	3699	THOMPSON. SOLANGE	40.00	0.00	40.00
98038	05/28/2020	3699	TORREZ. GREASELDA	548.00	0.00	548.00
98039	05/28/2020	3699	TRAUTNER. FRANCHELLE	40.00	0.00	40.00

# CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
98040	05/28/2020	3699	TYLER, LYNDA	20.00	0.00	20.00
98041	05/28/2020	3699	URIBE, KAREN	20.00	0.00	20.00
98042	05/28/2020	3699	VALENZUELA, GUADALUPE	20.00	0.00	20.00
98043	05/28/2020	3699	WELDON, MELISSA	448.00	0.00	448.00
98044	05/28/2020	3699	WEST, IVY	20.00	0.00	20.00
98045	05/28/2020	3699	WILLOUGHBY, ANNA	20.00	0.00	20.00
98046	05/28/2020	3699	WOOFER, BARBARA	250.00	0.00	250.00
98047	05/28/2020	3699	WORKMAN, SCOTT	20.00	0.00	20.00
98048	05/28/2020	3699	ZAMORA, CANDICE	20.00	0.00	20.00
98049	05/28/2020	3699	ZUELKE, RICHARD	510.00	0.00	510.00
<b>Totals:</b>				<u>560,408.83</u>	<u>0.00</u>	<u>560,408.83</u>

**CITY OF LAKEWOOD  
SUMMARY ACH/WIRE REGISTER MAY 2020**

<b>ACH date</b>	<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Period</b>
5/5/20	92,201.28	CalPERS	PERS contribution	Apr 5-18, 2020
5/5/20	90,481.90	IRS via F&M	Fed taxes	Apr 19-May 2, 2020
5/5/20	136.45	CalPERS	Replacement Benefit Contribution	May 2020
5/6/20	25,132.54	EDD	State taxes	Apr 19-May 2, 2020
5/6/20	6,422.00	Southland C/U	employee savings account	Apr 19-May 2, 2020
5/6/20	3,438.50	F&A Fed C/U	employee savings account	Apr 19-May 2, 2020
5/11/20	15,252.27	VOYA	VOYA 401(a)	Apr 19-May 2, 2020
5/11/20	5,234.72	PARS via U.S. Bank	stackable plan	Apr 19-May 2, 2020
5/11/20	3,425.00	PARS via U.S. Bank	excess stackable plan	Apr 19-May 2, 2020
5/11/20	24,382.70	VOYA	VOYA 457 & ROTH	Apr 19-May 2, 2020
5/12/20	101,552.08	CalPERS	PERS Health	May 2020
5/13/20	959.33	MidAmerica	ARS aka APPLE	Apr 19-May 2, 2020
5/21/20	92,958.91	CalPERS	PERS contribution	Apr 19-May 2, 2020
5/21/20	3,438.50	F&A Fed C/U	employee savings account	May 3-16, 2020
5/21/20	6,422.00	Southland C/U	employee savings account	May 3-16, 2020
5/21/20	91,081.66	IRS via F&M	Fed taxes	May 3-16, 2020
5/22/20	306.88	CalPERS	PERS contribution	Apr 19-May 2, 2020
5/26/20	25,202.93	EDD	State taxes	May 3-16, 2020
5/26/20	59,984.26	City Light & Power	monthly maint fee	May 2020
8/26/20	872.88	MidAmerica	ARS aka APPLE	May 3-16, 2020
5/26/20	17,172.78	VOYA	VOYA 401(a)	May 3-16, 2020
5/26/20	8,711.92	PARS via U.S. Bank	stackable plan	May 3-16, 2020
5/26/20	24,177.70	VOYA	VOYA 457 & ROTH	May 3-16, 2020

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Director of Finance & Administrative Services

# DIVIDER SHEET

## **COUNCIL AGENDA**

June 9, 2020

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

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

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

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

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

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

### **RECOMMENDATION**

It is the recommendation of staff that the City Council direct the City Clerk to commence a review of the City of Lakewood Conflict of Interest Code and report the results to the City Council on or before October 1, 2020.

  
Jo Mayberry  
City Clerk

  
Thaddeus McCormack  
City Manager



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

## **COUNCIL AGENDA**

June 9, 2020

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

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

### **INTRODUCTION**

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

### **STATEMENT OF FACTS**

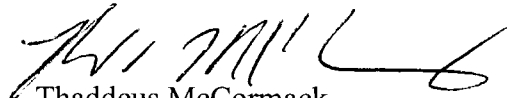
Allison Castellanos has been the Lakewood Business Representative serving on the Workforce Development Board since February of 2016. As required under the WDB Policy Board Agreement, the selected representative must be approved by the City Council.

Ms. Castellanos continues to meet all the requirements of the Federal Workforce Investment Act as a private sector representative on the Workforce Development Board. She has a strong interest in continuing to serve on the WDB.

### **RECOMMENDATION**

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

Paolo Beltran *PB*  
Deputy City Manager

  
Thaddeus McCormack  
City Manager

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

RESOLUTION NO. 2020-22

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 classification 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
20B	Public Safety Program Coordinator	5513	5791	6078	6384	6701
24B	Public Safety Supervisor	6085	6391	6712	7048	7401

ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** 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 2019.

### **STATEMENT OF FACT**

Twenty-five (25) organizations have applied for firework stand permits for the 2020 4<sup>th</sup> 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 organization, the use of profits by the organizations, a map of the proposed stand locations, and a copy of the Fire Prevention Ordinance. (Attachment A)

### **COVID-19 Response**

The County of Los Angeles Department of Public Health issued an order May 29, 2020 which moves the County into “Stage 2” of the California’s pandemic resilience roadmap. This order allows for “lower-risk retail businesses” to reopen. On page 4 of the order, the Department of Public Health defines a “lower-risk retail business” as a business not specified in paragraph 7 of the order and not defined as an essential business in paragraph 18 of the order. Based on this definition, temporary firework stands fall into the “lower-risk retail business” and are to operate subject to following social distancing guidelines set by the Los Angeles Department of Public Health. Dozens of Los Angeles County cities including Artesia, Norwalk, and Paramount are allowing temporary fireworks stands for the 2020 season amid the COVID-19 pandemic. (Attachment B)

TNT Fireworks, the sole provider of fireworks in the City of Lakewood, has been working closely with Public Health officials to create a physical distancing protocol to reduce the risk to volunteers and customers. TNT will be providing all stands with a “COVID kit” which will include gloves, masks, and hand sanitizer in addition to providing online training to the organizations which will include a section on COVID-19 and social distancing guidelines (Attachment B).

### **Ordinance No. 2020-4 & Opt-Out Organizations**

Several organizations reached out to the city concerned about operating a fireworks stand this year due to COVID-19 but risked losing their grandfathered status for 2021 if they elected to opt-out for 2020. In response, the Lakewood City Council passed emergency Ordinance No. 2020-4 on May 26 extending the grandfather status to organizations, regardless if they obtained a permit for the 2020 season. Following the passing of emergency Ordinance No. 2020-4, five organizations reached out to the City to opt-out for 2020 but wished to retain their grandfathered status for 2021.

At the Public Safety Committee meeting on May 28, the Committee directed staff to replace the opt-out organizations on a one-time basis with organizations seeing all proper social distancing protocols could be maintained. Staff reached out to all organizations on the City's firework interest list and received responses from five organizations.

Those five organizations were able to submit the required paperwork on-time and met the required criteria for permitting based on Lakewood Municipal Code Section 3105.3.B. Organizations also signed an acknowledgment form stating they understood the permits for 2020 are one-time, non-grandfathered, and subject to City Council approval. Due to the fact that five organizations opted-out and five organizations submitted completed applications and met the required criteria, there was no need to hold a drawing pursuant to Lakewood Municipal Code Section 3105.3.D. (Attachment C)

Following is a summary of the returning organizations:

	<b>Returning Organizations</b>	<b>Stand Location</b>
1	Artesia H.S. Band Boosters	12108 Del Amo Blvd
2	Artesia H.S. Baseball	12108 Del Amo Blvd
3	Artesia H.S. Cheerleaders	5819 Bellflower Blvd
4	Greater Lakewood Chamber of Commerce	2770 Carson St
5	Lakewood Garden Civic Association	5386 Cherry Ave
6	Lakewood H.S. Grad Nite Boosters	4909 Paramount Blvd
7	Lakewood Jaycees	5267 Paramount Blvd
8	Lakewood Jr. Pacific Football	5951 Del Amo Blvd
9	Lakewood Knights of Columbus	4265 Woodruff Ave
10	Lakewood Little League	4942 Candlewood St.
11	Lakewood Rotary Club	4907 Del Amo Blvd
12	Life Center Assembly of God	6022 Candlewood St.
13	Little League Baseball Boosters	6419 Del Amo Blvd
14	Mayfair H.S. Band Boosters	4136 South St
15	Mayfair H.S. Football Boosters	5510 Woodruff Ave
16	Mayfair H.S. Grad Night Boosters	5223 Bigelow St
17	Mayfair H.S. Pep Squad Boosters	6000 Woodruff Ave
18	Pioneer Football	4117 Candlewood St
19	Royal Rangers-Orange Section	6440 South St
20	Weingart Lakewood Family YMCA	4139 Woodruff Ave

Following is a summary of organizations who elected to opt-out and their replacements:

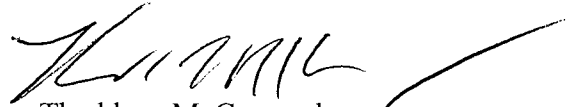
	<b>2020 Opt-Out</b>	<b>One-Time Replacement</b>	<b>Stand Location</b>
21	Lakewood Women's Club	Lakewood H.S. Wrestling	2710 Del Amo Blvd.
22	Lakewood Pan Am Festival	Cityline Church	2615 Carson St.
23	Lakewood Lions Club	Mayfair H.S Wrestling	20137 Pioneer Blvd.
24	Temple Beth Zion Sinai	Mayfair H.S.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

**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



**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 4<sup>th</sup>. (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 1<sup>st</sup> through 11:00 p.m. on July 4<sup>th</sup>. 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)

# **ATTACHMENT B**



**REOPENING SAFER AT WORK AND IN THE COMMUNITY  
FOR CONTROL OF COVID-19**  
**MOVING THE COUNTY OF LOS ANGELES THROUGH  
STAGE 2 OF CALIFORNIA'S PANDEMIC  
RESILIENCE ROADMAP**  
Revised Order Issued: May 29, 2020

**Please read this Order carefully. Violation of or failure to comply  
with this Order is a crime punishable by fine, imprisonment, or both.  
(California Health and Safety Code §120295; Los Angeles County Code § 11.02.080.)**

**SUMMARY OF THE ORDER:** This Revised County of Los Angeles Health Officer Order (Order) supersedes all prior Safer At Home orders (Prior Orders) issued by the County of Los Angeles Health Officer (Health Officer). This Order is issued to comply with State Executive Orders N-33-20 and N-60-20 issued by Governor Gavin Newsom, and the accompanying orders of the State Public Health Officer issued on March 19 and May 7, 2020. The State Public Health Officer has articulated a 4 Stage framework – California Pandemic Resilience Roadmap to inform the State's actions that reintroduce activities and sectors in a phased manner and with necessary modifications to protect health and safety, and to lower the risk of Novel Coronavirus Disease (COVID-19) transmission and outbreaks in a community.

This Order is issued to align the County of Los Angeles (County) with State Executive Orders and State Health Officer Orders that support the phased reopening of the California Pandemic Resilience Roadmap. This Order will be revised in the future to reflect the State Executive Orders and State Public Health Officer Orders that progressively designate sectors, businesses, establishments, or activities that may reopen with certain modifications, based on health and safety needs and at a pace designed to protect health and safety. Changes from the previous Order are highlighted. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer.

This Order allows persons to engage in all permitted activities, as defined by the Order, but requires that persons practice Social (Physical) Distancing, at all times while out in public and wear a cloth face covering when in contact with others, to lower the risks of person-to-person contact for themselves and others.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles with the exception of the cities of Long Beach and Pasadena. This Order is effective immediately and will continue until further notice.



**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND  
SAFETY CODE SECTIONS 101040, 101085, AND 120175,  
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

1. This Order supersedes the Health Officer's Prior Orders. In light of the progress achieved in slowing the spread of COVID-19 in the County, this Order aligns the County with the State Public Health Officer's phased reopening approach guided by the California Pandemic Resilience Roadmap. The Order allows the conditional reopening of activities and business sectors with modifications to lower the risk of person-to-person transmission of COVID-19, ensuring continued Social (Physical) Distancing and adherence to other infection control protocols as provided below. The Health Officer will assess the phased reopening allowed by the State Public Health Officer and this Order on an ongoing basis and determine, after consultation with the Board of Supervisors, whether this Order needs to be modified if the public health risk associated with COVID-19 increases in the future.
2. This Order's intent is to continue to ensure that County residents remain in their residences as much as practicable, to limit close contact with others outside their household in both indoor and outdoor spaces. All persons who can telework or work from home should continue to do so as much as possible during this pandemic. Sustained Social (Physical) Distancing and infection control measures will continue slowing the spread of COVID-19 and diminishing its impact on the delivery of critical healthcare services. All provisions of this Order must be interpreted to effectuate that intent. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by fine, imprisonment or both.
3. All persons living within the County of Los Angeles Public Health Jurisdiction should remain in their residences whenever practicable.
  - a) Nothing in this Order prohibits members of a single household or living unit from engaging in permitted activities together. But gatherings of people who are *not* part of a single household or living unit are prohibited within the County of Los Angeles Public Health Jurisdiction, except for the limited purposes expressly permitted by this Order.
  - b) People leaving their residences must strictly comply with the Social (Physical) Distancing requirements stated in this Order and specified in guidance or protocols established by the County Department of Public Health; this includes wearing a cloth face covering whenever there is or can be contact with others who are non-household members in both public and private places, which reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected. The use of face coverings is commonly referred to as "source control."
  - c) Persons and businesses within the County of Los Angeles Public Health Jurisdiction are required to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.





- d) Pursuant to the State of California's action<sup>1</sup> and the United States District Court Central District of California's order,<sup>2</sup> jurisdictions within the County of Los Angeles Public Health Jurisdiction are expected to comply with the provision of hotel and motel rooms for vulnerable people experiencing homelessness through Project Roomkey, which slows the spread of COVID-19 and retains capacity of the healthcare system.
4. All people residing within the County of Los Angeles Public Health Jurisdiction who are age 65 or older and all people of any age who have active or unstable pre-existing health conditions, should remain in their residences as much as possible during the pandemic. People in these categories should leave their residences only when necessary to seek medical care, exercise or obtain food or other necessities. The Health Officer strongly recommends that all employers offer telework or other accommodations to persons who are age 65 or older and all people of any age who have an active or unstable pre-existing health conditions.
5. All government agencies working in the course and scope of their public service employment are Essential Government Functions.
- a) All government employees are essential, including but not limited to, health care providers and emergency responders including employees who serve in the following areas: law enforcement; emergency services and management; first responders; fire; search and rescue; juvenile detention; corrections; healthcare services and operations; public health; laboratory or medical testing; mental health; community health; public works; executive management employees serving in these fields; all employees assigned to serve in or support the foregoing fields; and all employees whose services are otherwise needed to assist in a declared emergency.
- b) While all government employees are essential, the employees identified here, and others called to serve in their Disaster Service Worker capacity, must be available to serve the public or assist in response or continuity of operations efforts during this health crisis to the maximum extent allowed under the law.
- c) This Order does not, in any way, restrict (a) first responder access to the site(s) named in this Order during an emergency or (b) local, state or federal officers, investigators, or medical or law enforcement personnel from carrying out their lawful duties at the site(s) named in this Order.
- d) All persons who perform Essential Governmental Functions are categorically exempt from this Order while performing such governmental functions or services. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental

<sup>1</sup> Office of Governor Gavin Newsom, Action re: Project Roomkey, 4/3/2020, <https://www.gov.ca.gov/2020/04/03/at-newly-converted-motel-governor-newsom-launches-project-roomkey-a-first-in-the-nation-initiative-to-secure-hotel-motel-rooms-to-protect-homeless-individuals-from-covid-19/>; 2020-21 May Revision to the Governor's Budget, Project Roomkey, pg. 78-79

<sup>2</sup> Order re: Preliminary Injunction (Case No. LA CV 20-02291-DOC-KES), LA Alliance for Human Rights et al v. City of Los Angeles et al, States District Court Central District of California, 5/15/2020.



Functions. All Essential Governmental Functions should be performed in compliance with Social (Physical) Distancing, to the extent possible.

6. This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction.
7. The Health Officer orders the continued closure, as specified in the State Health Officer Orders, of the following types of higher-risk businesses, recreational sites, commercial properties, and activities, where more frequent and prolonged person-to-person contacts are likely to occur:
  - a) Bars and nightclubs;
  - b) Gyms and fitness centers;
  - c) Movie theaters, live performance theaters, concert halls and venues, stadiums, arenas, gaming facilities, theme parks, and festivals;
  - d) Bowling alleys and arcades;
  - e) Public piers;
  - f) Personal care establishments, currently required by the State to remain closed, including nail salons, massage and body art establishments;
  - g) Indoor and outdoor playgrounds for children, except those located within a childcare center;
  - h) Community centers, including public pools, but specifically excluding pools, hot tubs, and saunas that are in a multi-unit residence or part of a Homeowners' Association;
  - i) Indoor museums, indoor children museums, gallery spaces, and zoos;
  - j) All events and gatherings, unless specifically allowed by this Order.
8. All Essential Businesses may remain open to the public and conduct normal business operations, provided that they implement and maintain the Social (Physical) Distancing Protocol defined in Paragraph 20 and attached to this Order as **Appendix A**. An Essential Business' owner, manager, or operator must prepare and post a Social (Physical) Distancing Protocol for each facility or office located within the County of Los Angeles Public Health Jurisdiction and must ensure that the Essential Business meets all other requirements of the Social (Physical) Distancing Protocol.
9. Lower-Risk Businesses are businesses that are not specified in Paragraph 7 of this Order, and not defined as an Essential Business in Paragraph 18 of this Order. There are five categories of Lower-Risk Businesses that may reopen under this Order: (1) retailers ("Lower-Risk Retail Businesses"), (2) manufacturing and logistics sector businesses that supply Lower-Risk Retail Businesses, (3) Non-Essential office-based businesses (although telework is strongly encouraged), (4) Indoor Malls and Shopping Centers, and (5) hair salons and barbershops. These five categories of Lower-Risk Businesses may reopen subject to the following conditions:



- a) For any Lower-Risk Retail Business that sells goods and services, the owner, manager, or operator must, for each facility located within the County of Los Angeles Public Health Jurisdiction, prior to reopening, prepare, implement and post the Reopening Protocols for Retail Establishments: Opening for In Person Shopping, attached to this Order as **Appendix B**.
- b) For any non-retail Lower-Risk Business, that is a manufacturing and logistics sector business that supplies Lower-Risk Retail Businesses, the owner, manager, or operator must, prior to reopening, prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocol, applicable to the business type or location, attached to this Order as **Appendix C**.
- c) For any Non-Essential office-based business, which includes faith-based office facilities for those employed by the organization and where the facility is their regular place of work, the owner, manager, or operator, must, prior to reopening, prepare implement and post the required Los Angeles County Department of Public Health Reopening Protocol Office-Based Worksites, attached to this Order as **Appendix D**.
- d) For Indoor Malls and Shopping Centers, defined as: A building with (7) or more sales or retail establishments with adjoining indoor space, the owner or operator may reopen the Indoor Mall or Shopping Center up to 50% of overall shopping center capacity. Higher-risk businesses (e.g. movie theaters, bars, spas, nail salons, or other personal care establishments) located within an indoor mall or shopping center must continue to comply with Paragraph 7 of this Order, and remain closed until each of those types of establishments are allowed to resume modified or full operation. Indoor Mall or Shopping Center food courts, dining areas, or dine-in restaurant tenant operations must follow the current requirements for restaurants. The owner or operator of the Indoor Mall or Shopping Center must, prior to reopening, prepare implement and post the required Los Angeles County Department of Public Health Protocols for Shopping Center Operators, attached to this Order as **Appendix E**.
- e) For hair salons and barbershops, the owner, manager, or operator must, prior to reopening, prepare, implement and post the Reopening Protocols for Hair Salons and Barbershops, attached to this Order as **Appendix H**.

### **REASONS FOR THE ORDER**

10. This Order is based upon the following determinations: evidence of continued community transmission of COVID-19 within the County; continued uncertainty regarding the degree of undetected asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that a significant portion of the County population is at risk for serious health complications, including hospitalizations and death from COVID-19, due to age or pre-existing health conditions; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for



transmitting the virus to others. The Order's intent is to protect the public from the avoidable risk of serious illness and death resulting from the spread of COVID-19.

11. Existing community transmission of COVID-19 in Los Angeles County continues to present a substantial and significant risk of harm to residents' health. There is still no vaccine available yet to protect against COVID-19, and no treatment for it. As of May 29, 2020, there have been at least 51,562 cases of COVID-19 and 2,290 deaths reported in Los Angeles County. There remains a strong likelihood of a significant and increasing number of cases of community transmission. Making the community transmission problem worse, some individuals who contract the virus causing COVID-19 have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Further, evidence shows that the virus can, at times, survive for several hours on surfaces and can be indirectly transmitted between individuals. Because even people without symptoms can transmit the virus, and because evidence shows the infection is easily spread, preventing, limiting, and placing conditions on various types of gatherings and other direct and indirect interpersonal interactions have been proven to reduce the risk of transmitting the virus.
12. Evidence suggests that the restrictions and requirements imposed by Prior Orders slowed the rate of increase in community transmission and hospitalizations by limiting interactions among people, consistent with the efficacy of similar measures in other parts of the country and world. Although the hospitals within the County are still seeing COVID-19 patients, including patients with severe illness, the hospitals have not become overwhelmed or exceeded capacity. However, because there is not yet a vaccine or proven therapeutic drug, the public health emergency and attendant risks to the public's health by COVID-19 still predominate.
13. In line with the State Public Health Officer, the Health Officer is monitoring several key indicators (COVID-19 Indicators) within the County. Progress on some of these COVID-19 Indicators – specifically related to hospital utilization and capacity – makes it appropriate, at this time, to ease certain restrictions imposed by the Prior Orders. But the prevalence of the virus that causes COVID-19 requires other restrictions and modifications to continue. Activities and business operations that are permitted must be conducted in accordance with the required Social (Physical) Distancing, reopening protocols, and other infection control protocols ordered by the Health Officer.
14. The Health Officer will continue monitoring COVID-19 Indicators to assess the impact of easing restrictions and re-opening sectors. Those Indicators include, but are not limited to:
  - a) The number of new hospitalizations and deaths.
  - b) The capacity of hospitals and the healthcare system in the County, including acute care beds, Intensive Care Unit beds, and ventilators to provide care for existing COVID-19 patients and other patients, and capacity to surge with an increase of COVID-19 cases.



- c) The supply of personal protective equipment (PPE) available for hospital staff, nursing home staff and other healthcare providers and personnel who need PPE to safely respond to and treat COVID-19 patients and other patients.
- d) The ability and capacity to quickly and accurately test persons to determine whether individuals are COVID-19 positive, especially those in vulnerable populations or high-risk settings or occupations, and to identify and assess outbreaks.
- e) The ability to conduct case investigation and contact tracing for the volume of future cases and associated contacts, isolating confirmed cases and quarantining persons who have had contact with confirmed cases.

### **DEFINITIONS AND EXEMPTIONS**

15. The following activities are permitted under this Order:

- a) Engaging in activities or performing tasks important to the health and safety of family or household members (including pets), such as, visiting a health or veterinary care professional or obtaining medical supplies or medication;
- b) Obtaining necessary services and supplies for family or household members, or delivering the same, such as, obtaining grocery items or necessary supplies from Essential Businesses for one's household or for delivery to others;
- c) Performing work for or accessing businesses that are open, or to carry out Minimum Basic Operations for businesses that are closed or operating remotely.
- d) Obtaining or accessing services from Essential Governmental Functions, such as, accessing court, social and administrative services, or complying with an order of law enforcement or court;
- e) Caring for minors, the elderly, dependents, persons with disabilities, or other vulnerable persons;
- f) Obtaining in-person behavioral health or substance use disorder support in therapeutic small group meetings, such as Alcoholics Anonymous or Narcotics Anonymous, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
- g) Obtaining in-person faith-based counselling services where the service cannot reasonably be practiced remotely, provided that the gathering is limited to 10 people or fewer and Social (Physical) Distancing is practiced.
- h) Attending in-person faith-based services, provided that the gathering of congregants is limited to the lower of 25% of the total maximum occupancy (or occupant load) assigned for that building on its Certificate of Occupancy or as determined by Section 1004 of the 2019 California Building Code, or a maximum of 100 people. Faith-based organizations holding in-person services must follow the Department of Public Health Places of Worship Protocols, attached to this Order as **Appendix F**.
- i) Engaging in outdoor recreation activity, in compliance with Social (Physical) Distancing requirements and subject to the following limitations:



- i. Outdoor recreation activity at parks, trails, and beaches, and other open spaces must comply with any access or use restrictions established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
  - ii. Use of shared outdoor facilities for recreational activities, including but not limited to golf courses, tennis and pickleball courts, shooting and archery ranges, equestrian centers, model airplane areas, community gardens, and bike parks, must comply with any access or use restrictions established by the Health Officer, government, or other entity that manages the area to reduce crowding and the risk of COVID-19 transmission.
  - iii. Local public entities may elect to temporarily close certain streets or areas to automobile traffic, to allow for increased space for persons to engage in recreational activity permitted by and in compliance with Social (Physical) Distancing requirements specified in this Order.
  - j) Participating in a Vehicle-Based Parade. The host of the Vehicle-Based Parade must comply with all local ordinances, traffic control requirements, and state and local laws. Further, the host of Vehicle-Based Parades must comply with the Los Angeles County Department of Public Health Vehicle-Based Parade Protocol, attached to this Order as **Appendix G**.
  - k) Participating in an in-person protests as long as (1) attendance is limited to 25% of the relevant area's maximum occupancy, as defined by the relevant local permitting authority or other relevant authority, or a maximum of 100 attendees, whichever is lower, and (2) physical distancing of six feet between persons or groups of persons from different households is maintained at all times.
16. Individuals may work for, train for, volunteer at, or obtain services at Healthcare Operations: hospitals, clinics, laboratories, dentists, optometrists, pharmacies, physical therapists, rehabilitation and physical wellness programs, chiropractors, pharmaceutical and biotechnology companies, other licensed healthcare facilities, healthcare suppliers, home healthcare service providers, mental or behavioral health providers, alcohol and drug treatment providers, cannabis dispensaries with a medicinal cannabis license and all other required state and local licenses, medical or scientific research companies, or any related and/or ancillary healthcare services, manufacturers, distributors and servicers of medical devices, diagnostics, and equipment, veterinary care, and other animal healthcare. This exemption shall be construed to avoid any impact to the delivery of healthcare, broadly defined.
17. Individuals may provide any service, train for, or perform any work necessary to the operation and maintenance of Essential Infrastructure, which is defined as, public health operations, public works construction, airport operations, port operations, food supply, water, sewer, gas, electrical, oil extraction and refining, roads and highways, public transportation, solid waste collection, removal and processing, flood control and watershed protection, cemeteries, mortuaries, crematoriums, and internet and telecommunications systems (including the provision of essential global, national, local infrastructure for computing services, business infrastructure, communications, and web-based services), and manufacturing and distribution companies deemed



essential as part of the Essential Infrastructure supply chain, provided that they carry out those services or that work. In providing these services, training for, or performing this work, individuals must comply with Social (Physical) Distancing requirements to the extent practicable.

**18. For purposes of this Order, Essential Businesses are:**

- a) Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, warehouse stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruit and vegetables, pet supply, water, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning or personal care products). This includes stores that sell groceries and other non-grocery products, such as products necessary to maintaining the safety, sanitation, and essential operation of residences. This does not include businesses that sell only prepackaged non-potentially hazardous food which is incidental to the primary retail business;
- b) Food processors, confectioners, food packagers, food testing labs that are not open to the public, and food cultivation, including farming, livestock, and fishing;
- c) Organizations and businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including gang prevention and intervention, domestic violence, and homeless service agencies);
- d) Newspapers, television news, radio, magazine, podcast and journalism activities, including taped, digitally recorded or online-streamed content of any sort that is produced by one or more members of a single household, within the household's residence and without the physical presence of any non-member of the household. Entertainment industry studios and other related production establishments may resume upon authorization of the State Public Health Officer, and then, only in adherence to State and County issued protocols.
- e) Gas stations, auto-supply, mobile auto repair operations, auto repair shops (including, without limitation, auto repair shops adjacent to or otherwise in connection with a retail or used auto dealership), and bicycle repair shops and related facilities;
- f) Banks, credit unions, financial institutions and insurance companies;
- g) Hardware stores, nurseries; building supply stores;
- h) Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral homes and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, property managers, private security personnel and other service providers who provide services to maintain the safety, sanitation, and essential operation to properties and other Essential Businesses;
- i) Businesses providing mailing and shipping services, including post office boxes;



- j) Educational institutions (including public and private K-12 schools, colleges, and universities) for purposes of facilitating distance learning, providing meals for pick-up, or performing Minimum Basic Operations, provided that Social (Physical) Distancing is practiced;
- k) Laundromats, dry cleaners, and laundry service providers;
- l) Restaurants and other food facilities that prepare and serve food. Restaurants and other food facilities that provide in-person dining must follow the Department of Public Health Restaurant Opening for On-Site Dining Protocols, attached to this Order as **Appendix I**. Cafeterias, commissaries, and restaurants located within hospitals, nursing homes, or other licensed health care facilities may provide dine-in service, as long as Social (Physical) Distancing is practiced;
- m) Businesses that supply office or computer products needed by people who work from home;
- n) Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- o) Non-manufacturing, transportation or distribution businesses that ship, truck, transport, or provide logistical support to deliver groceries, food, goods or services directly to residences, Essential Businesses, Healthcare Operations, and Essential Infrastructure. This exemption shall not be used as a basis for engaging in sales to the general public from retail storefronts;
- p) Airlines, taxis, ride sharing services and other private transportation providers providing transportation services necessary for activities of daily living and other purposes expressly authorized in this Order;
- q) Businesses that manufacture parts and provide necessary service for Essential Infrastructure;
- r) Home-based care for seniors, adults, disabled persons, or children;
- s) Residential facilities and shelters for homeless residents, disabled persons, seniors, adults, children and animals;
- t) Professional services, such as legal, payroll or accounting services, when necessary to assist in compliance with legally mandated activities, and the permitting, inspection, construction, transfer and recording of ownership of housing, including residential and commercial real estate and anything incidental thereto, provided that appointments and other residential viewings must only occur virtually or, if a virtual viewing is not feasible, by appointment with no more than two visitors at a time residing within the same household or living unit and one individual showing the unit (except that in-person visits are not allowed when the occupant is still residing in the residence);
- u) Childcare facilities. To the extent possible, childcare facilities must operate under the following conditions: (1) Childcare must be carried out in stable groups of 10 or fewer ("stable" means the same ten (10) or fewer children are in the same group each day); (2) Children shall not change from one group to another; (3) If more than one group of children is cared for at one facility, each group shall be in





- a separate room. Groups shall not mix with each other; (4) Childcare providers shall remain solely with one group of children;
- v) Hotels, motels, shared rental units and similar facilities;
  - w) Construction, which includes the operation, inspection, and maintenance of construction sites and construction projects for construction of commercial, office and institutional buildings, residential and housing construction; and
  - x) Manufacturers and retailers of fabric or cloth that is made into personal protective equipment, such as, face coverings.
19. For purposes of this Order, "Social (Physical) Distancing" means: (1) Maintaining at least six (6)-feet of physical distance from individuals who are not members of the same household; (2) Frequently washing hands with soap and water for at least 20 seconds, or using hand sanitizer that contains at least 60% alcohol; (3) Wearing a cloth face covering when in contact with others who do not live in the same household or living unit, which reduces the risk of transmission to others from people who do not have symptoms and do not know they are infected; and (4) Avoiding all physical interaction outside the household when sick with a fever or cough, except for necessary medical care.
20. For purposes of this Order, the "Social (Physical) Distancing Protocol" that must be implemented and posted must demonstrate how the following infection control measures are being implemented and achieved, as applicable:
- a) Limiting the number of people who may enter into the facility at any one time to ensure that people in the facility can easily maintain a minimum six (6) foot physical distance from others, at all times, except as required to complete a business activity or transaction. Members of a single household or living unit may stand or move together but must be separated from others by a physical distance of at least six (6) feet.
  - b) Where lines may form at a facility, marking six (6) foot increments at a minimum, establishing where individuals should stand to maintain adequate Social (Physical) Distancing, whether inside or outside the facility.
  - c) Providing hand sanitizer, soap and water, or effective disinfectant at or near the entrance of the facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers). Restrooms normally open to the public shall remain open to the public.
  - d) Posting a sign in a conspicuous place at all public entries that instructs the public not to enter if they are experiencing symptoms of respiratory illness, including fever or cough, to wear face coverings, and to maintain Social (Physical) Distancing from one another.
  - e) Providing for the regular disinfection of high-touch surfaces, and disinfection of all payment portals, pens, and styluses after each use. All businesses are encouraged to also offer touchless payment mechanisms, if feasible.



- f) Providing cloth-face coverings to employees and contracted workers whose duties require close contact with other employees and/or the public.
  - g) Requiring that members of the public who enter the facility wear a face-covering, which reduces the risk of “asymptomatic” or “pre-symptomatic” transmission to workers and others, during their time in the facility.
  - h) Adhering to communicable disease control protocols provided by the Los Angeles County Department of Public Health, including requirements for cleaning and disinfecting the site. See protocols posted at [www.publichealth.lacounty.gov/media/Coronavirus/](http://www.publichealth.lacounty.gov/media/Coronavirus/)
21. Operators of businesses that are required to cease in-person operations may conduct Minimum Basic Operations, which means:
- a) The minimum necessary activities to maintain and protect the value of the business's inventory and facilities; ensure security, safety, and sanitation; and process payroll and employee benefits;
  - b) The minimum necessary activities to facilitate the business's owners, employees, and contractors being able to continue to work remotely from their residences, and to ensure that the business can deliver its services remotely.

### **ADDITIONAL TERMS**

22. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website ([www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public requesting a copy.
  - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is ordered to consult the Los Angeles County Department of Public Health's website ([www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)) daily to identify any modifications to the Order and is required to comply with any updates until the Order is terminated.
23. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
24. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.

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25. This Order is issued to align the County with the phased reopening approach of the California's Pandemic Resilience Roadmap. This Order will be revised in the future as the State Public Health Officer progressively designates sectors, businesses, establishments, or activities that may reopen with certain modifications at a pace designed to protect health and safety.
26. This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.
27. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
28. This Order shall become effective immediately on May 29, 2020 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

**IT IS SO ORDERED:**

**Muntu Davis, M.D., M.P.H.**

Health Officer,  
County of Los Angeles

*MAY 29, 2020*

**Date**

## Reopening Protocol for Hair Salons and Barbershops: Appendix H

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise, to allow certain businesses to safely reopen. The requirements below are specific to hair salons and barbershops now permitted to reopen. In addition to the conditions imposed by the State Public Health Officer, these types of businesses must also be in compliance with the conditions laid out in this Protocol for Hair Salons and Barbershops.

Services that cannot be performed with face coverings on both the worker and customer or that require touching the customer's face, e.g., eyelash services, eyebrow waxing and threading, facials, etc., are not permitted until those types of services are allowed to resume.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website <http://www.ph.lacounty.gov/media/Coronavirus/> regularly for any updates to this document and related guidance.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public
- (5) Measures to ensure equitable access to critical services

These five key areas must be addressed as your facility develops any reopening protocols.

**All businesses covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.**

**Business name:**

**Facility Address:**

**Maximum Occupancy, per Fire Code:**

**Approximate total square footage  
of space open to the public:**

**A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH  
(CHECK ALL THAT APPLY TO THE FACILITY)**

- ☐ Everyone who can carry out their work duties from home has been directed to do so.
- ☐ Vulnerable staff (those above age 65, those who are pregnant, those with chronic health conditions) are assigned work that can be done from home, whenever possible, and should discuss any concerns with their healthcare provider or occupational health services to make appropriate decisions on returning to the workplace.
- ☐ All workers have been told not to come to work if sick, or if they are exposed to a person who has COVID-19. Employees understand to follow DPH guidance for self-isolation and quarantine, if applicable. Workplace leave policies have been reviewed and modified to ensure that employees are not penalized when they stay home due to illness.
- ☐ Work processes are reconfigured to the extent possible to increase opportunities for employees to work from home.
- ☐ Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures.
- ☐ Alternate, staggered or shift schedules have been instituted to maximize physical distancing.
- ☐ Workers are provided information on employer or government-sponsored leave benefits that the employee may be entitled to receive, which would make it financially easier to stay at home, including employee's sick leave rights under the Families First Coronavirus Response Act.
- ☐ All workers have been told to seek medical attention if their symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face.
- ☐ Symptom checks are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath or fever and any other symptoms the employee may be experiencing. These checks can be done remotely or in person upon employees' arrival. Temperature checks should also be done at the worksite, if feasible.
- ☐ All employees who have contact with the public or other employees during their shift(s) are offered, at no cost, a cloth face covering. The covering must cover the nose and mouth and is always to be worn by the employee during the workday when in contact or likely to come in contact with others. Employees do need not to wear a cloth face covering when the employee is alone in a private office or a walled cubicle.
- ☐ Employees wash or sanitize hands before and after using or adjusting face coverings.
- ☐ Employees avoid touching eyes, nose and mouth.
- ☐ Employees are instructed to wash their face coverings daily.
- ☐ Employees are using all required protective equipment, including eye protection and gloves when required for service.
  - ☐ Workers can consider using glasses, goggles, or face shields in addition to face covering while providing service.
- ☐ Independent contractors and temporary workers are properly trained on these protocols and have necessary cloth face coverings and personal protective equipment. Business owners are to discuss these protocols with the organization supplying the independent contractors and/or temporary workers, prior to their return to work.
- ☐ All workstations are separated by at least six feet.

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- ☐ Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:
  - ☐ Break rooms \_\_\_\_\_
  - ☐ Restrooms \_\_\_\_\_
  - ☐ Other \_\_\_\_\_
- ☐ Breaks are staggered to ensure that six (6) feet between employees can be maintained in break rooms at all times.
- ☐ Employees are prohibited from sharing food and beverages and encouraged not to share equipment in break rooms, including shared coffee brewers.
- ☐ Employees are allowed frequent breaks to wash their hands with soap and water, and employees should scrub their hands with soap for 20 seconds (or use hand sanitizer with at least 60% alcohol when employees cannot get to a sink or handwashing station).
- ☐ Employees are prohibited from eating or drinking anywhere inside the workplace other than designated break rooms or outdoor eating areas to assure that masks are worn consistently and correctly.
- ☐ Disinfectant and related supplies are available to employees at the following location(s):  
\_\_\_\_\_
- ☐ Workers using cleaners or disinfectants wear gloves and other protective equipment as required by the product instructions.
- ☐ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):  
\_\_\_\_\_
- ☐ Each worker is assigned their own tools, equipment, work supplies and defined workspace. Sharing held items is minimized or eliminated.
- ☐ A copy of this protocol has been distributed to each employee.
- ☐ To the extent feasible, this protocol and other COVID-19 related materials downloaded from the DPH Coronavirus website are provided in the languages of all employees.
- ☐ Workers are enlisted and supported as peer educators, reinforcing instructions around physical distancing and infection control.
- ☐ All policies described in this checklist other than those related to terms of employment are applied to staff of delivery and any other companies who may come on to the premises as third parties.
- ☐ Optional—Describe other measures:  
\_\_\_\_\_

**B. MEASURES TO ENSURE PHYSICAL DISTANCING**

- ☐ Measures are in place to ensure physical distancing of at least six feet between and among workers and customers, except when providing haircutting/styling services. These measures include use of physical partitions or visual cues (e.g., floor markings, colored tape, or signs to indicate where workers/customers should stand).
- ☐ Barriers (such as plexiglass) are used at reception desks or other areas where physical distancing cannot be maintained in order to minimize exposure between workers and customers.
- ☐ Appointments are staggered to reduce reception congestion and to ensure adequate time for proper cleaning and sanitation between each customer visit. No walk-in appointments are available.

- ☐ Customers are contacted before the visit to confirm the appointment and to advise of the following:
  - Bring and use a face covering (preferably with earloops) during the visit.
  - Come to the salon or barbershop with freshly cleaned hair.
  - Do not bring children or others to the appointment.
- ☐ Workers do not see multiple customers at once (e.g., while one customer's hair is drying, another receives a haircut). Services for one customer are completed before a new customer is seen by the same worker.
- ☐ Virtual check-in technology is used whenever possible to notify workers when a customer arrives. Customers are asked to wait outside or in their cars instead of waiting in the salon or barbershop. Persons waiting outside should maintain a six (6) foot distance from each other.
- ☐ Employees have been instructed to maintain at least a six (6) foot distance from each other in all areas of the workplace as much as possible.
- ☐ If applicable, aisles in the production area are designated as one-way to support physical distancing.
- ☐ Employee workstations are separated by at least 6 feet and common areas are configured to limit employee gatherings to ensure physical distancing of at least 6 feet.
- ☐ Workers have been instructed to avoid handshakes, hugs, or similar greetings that break physical distancing.
- ☐ Workers are discouraged from congregating in high traffic areas, such as bathrooms, hallways, or credit card terminals.
- ☐ Occupancy in employee restrooms, break rooms and other common areas is limited to permit physical distancing. Reconfiguration of these sites (removal of chairs from break rooms, etc.) is implemented to practice physical distancing.
- ☐ Workflow is reviewed and changes made to permit physical distancing during pickups and deliveries. Shelving, bins, bulletin boards or other transfer-aiding materials are installed to avoid the need for person-to-person hand-offs of purchases.
- ☐ Staff meetings are held in a room that accommodates physical distancing or are held over the phone or via webinar.

### C. MEASURES FOR INFECTION CONTROL

- ☐ Services that cannot be performed with face coverings on both the worker and customer or that require touching the customer's face, e.g., eyelash services, eyebrow waxing and threading, facials, etc., are not permitted until those types of services are allowed to resume.
- ☐ Customers are verbally screened for COVID-19 symptoms upon arrival. If the customer is exhibiting any symptoms, has been sick, or has been exposed to someone who has been sick, the appointment is rescheduled at least 14 days in the future.
  - Both screener and customer should wear a face covering for the screening.
- ☐ Disposable gloves are provided to supplement frequent handwashing or use of hand sanitizer with at least 60% alcohol for tasks such as handling commonly touched items.
- ☐ Amenities, including magazines, books, coffee, water, self-service stations, and other items for customers, have been removed from reception areas.
- ☐ Hand sanitizer, sanitizing wipes, tissues and trash cans are available to customers in the reception area and workstations.
- ☐ Clean face coverings are available for workers to ensure that if soiled, these can be changed during the shift. Where possible, offering clean face coverings to customers, should their face covering become soiled.

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- ☐ Workers and customers must at all times, use cloth face coverings during haircutting and other close contact services. Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unable to remove the mask or cloth face covering without assistance should not wear one.
- ☐ Disposable gloves are worn for services that require them (e.g. chemical hair services). Wearing gloves is done in conjunction with regular hand washing.
- ☐ An employee per shift is designated to oversee and enforce additional sanitization and disinfection procedures, as needed.
- ☐ A cleaning and disinfection plan has been developed to address the following:
  - High traffic areas, such as reception areas, areas of ingress and egress, including stairways, stairwells, and handrails;
  - Common areas and frequently touched objects (e.g., tables, doorknobs or handles, light switches, phones) are disinfected on an hourly basis during business hours using EPA approved disinfectants;
  - All handles, hoses, spray nozzles, and other equipment before and after use on a customer;
  - Chairs, headrests, shampoo bowls, and other items between use
  - All payment portals, credit card readers, pens, and styluses after each use.
- ☐ Shears and other non-electrical tools are cleaned and disinfected by removing all visible debris, cleaned with soap and water, and dried. Then sprayed or wiped with or immersed in an EPA-registered disinfectant that demonstrates bactericidal, fungicidal, and virucidal activity approved for COVID-19. Tools are left to set for the full amount of time required by the disinfectant's manufacturer. Immersed items like combs or brushes, are then removed at the end of contact time, rinsed, and dried with a paper towel or clean, freshly laundered towel.
- ☐ Electrical tools, such as clippers, are cleaned by removing all visible debris and disinfecting with an EPA-registered disinfectant spray or wipe that demonstrates bactericidal, fungicidal, and virucidal activity and is approved for COVID-19.
- ☐ Workstations are cleaned and disinfected between each customer.
  - Including rolling carts, drawers, hand mirrors, hair care and other products and containers
  - A new smock or cape is provided for each customer.
- ☐ Where appropriate, a paper cover, sheet or clean towel that can be easily disposed of or cleaned for use between customers is used.
- ☐ All single use items, such as disposable wax collars, cotton, neck strips, and applicators are used once and immediately thrown away. Product samples, including make-up, must not be used at any time.
- ☐ All dirty linens, including towels, smocks, and reusable capes, are placed in a closed container and not used again until properly laundered either by a commercial laundering service or a laundering process which includes immersion in water of at least 160° F for at least 25 minutes. Store all clean linens in a clean covered place. Ensure workers who handle dirty linens or laundry wear gloves.
- ☐ Doors are left open, where possible, if they do not open and close automatically.
- ☐ The entire facility, including product display areas, is cleaned and disinfected at least daily.
- ☐ All "test" products have been removed and discarded.
- ☐ Workers are provided time to implement cleaning practices during their shift. Cleaning assignments are assigned for the hours of operation and are part of the employee's job duties.



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- ☐ Restrooms and handwashing facilities are kept stocked with soap, paper towels and toilet paper and sanitized regularly using EPA approved disinfectants on the following schedule:  
\_\_\_\_\_
- ☐ Restrooms are free of any unnecessary products such as candles or beauty supplies.
- ☐ Hands-free equipment is installed wherever feasible (including restrooms) to reduce risk of contamination.
- ☐ The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased. Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible and making other modifications to increase the quantity of outside air and ventilation in the salon or barbershop.
- ☐ Cashless transactions are strongly encouraged. If reasonable, customers are enabled to swipe their own credit/debit cards, and card readers are sanitized between each guest use.  
If electronic or card payment is not possible, customers pay with exact cash payment or check.
- ☐ Optional - Describe other measures to promote infection control:  
\_\_\_\_\_

**D. MEASURES THAT COMMUNICATE TO THE PUBLIC**

- ☐ A copy of this protocol is posted at all public entrances to the facility.
- ☐ A sign notifying customers that they will be screened for symptoms upon arrival, asked to use hand sanitizer, and to wear a face covering is posted at all entrances.
- ☐ Signage is posted that reminds customers to maintain social distancing of six (6) feet, wash hands or use sanitizer upon entry, stay home if they are ill or have symptoms consistent with COVID-19, and to communicate changes to service offerings. Signage should be posted in clearly visible locations, including at entrances, include pictograms, and be made available digitally (e.g., through e-mail).
- ☐ Signage is posted in display areas to let customers know it is cleaned and disinfected daily.
- ☐ Online outlets of the establishment (website, social media, etc.) provide clear information about facility hours, required use of cloth face coverings, policies in regard to making appointments, waiting outside or in their car for their appointment, preordering, prepayment, pickup and/or other relevant issues.

**E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES**

- ☐ Services that are critical to the customers/clients have been prioritized.
- ☐ Transactions or services that can be offered remotely have been moved on-line.
- ☐ Measures are instituted to assure access to goods and services for customers who have mobility limitations and/or are at high risk in public spaces.

**Any additional measures not included above should be listed on separate pages,  
which the business should attach to this document.**

**You may contact the following person with any questions or comments about this protocol:**

**Business Contact Name:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Date Last Revised:** \_\_\_\_\_

## Protocol for Restaurants Opening for On-Site Dining: Appendix I

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise, to expand restaurant operations to include on-site dining. The requirements below are specific to restaurants and other permanent retail food operations. In addition to the conditions imposed on restaurants by the State Public Health Officer, restaurants must also be in compliance with these employee safety and infection control protocols.

Brewpubs, breweries, bars, tasting rooms, craft distilleries, and wineries are to remain closed until allowed to resume modified or full operation unless they are offering sit-down, dine-in meals as allowed by the Order. Restaurant and other food facilities should continue to encourage takeout and delivery service when possible.

This protocol is not intended for concert, performance, or entertainment venues that have on-site food facilities. These food facilities are to remain closed until they are allowed to resume modified or full operation through a specific reopening order.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website <http://www.ph.lacounty.gov/media/Coronavirus/> regularly for any updates to this document and related guidance.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public
- (5) Measures to ensure equitable access to critical services.

These five key areas must be addressed as your facility develops any reopening protocols.

**All restaurants covered by this protocol must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business.**

Business name:

---

Facility Address:

---

Maximum Occupancy, per Fire Code:

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Occupancy Allowed, per 60% Occupancy Limit:

---

Date Posted:

---

**A. WORKPLACE POLICIES AND PRACTICES TO PROTECT EMPLOYEE HEALTH  
(CHECK ALL THAT APPLY TO THE FACILITY)**

- ☐ Everyone who can carry out their work duties from home has been directed to do so.
- ☐ Vulnerable staff (those above age 65, those who are pregnant, and those with chronic health conditions) are assigned work that can be done from home whenever possible, and should discuss any concerns with their healthcare provider or occupational health services to make appropriate decisions on returning to the workplace.
- ☐ All employees have been told not to come to work if sick or if they are exposed to a person who has COVID-19.
- ☐ Workers are provided information on employer or government-sponsored leave benefits that the employee may be entitled to receive, which would make it financially easier to stay at home, including employee's sick leave rights under the Families First Coronavirus Response Act.
- ☐ Upon being informed that one or more employees test positive for, or has symptoms consistent with COVID-19 (case), the employer has a plan or protocol in place to have the case(s) isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s). The employer's plan should consider a protocol for all quarantined employees to have access to or be tested for COVID-19 in order to determine whether there have been additional workplace exposures, which may require additional COVID-19 control measures.
- ☐ In the event that the owner, manager, or operator knows of three (3) or more cases of COVID-19 within the workplace within a span of 14 days the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821.
- ☐ Symptom checks are conducted before employees may enter the workspace. Checks must include a check-in concerning cough, shortness of breath or fever and any other symptoms the employee may be experiencing. These checks can be done remotely or in person upon the employees' arrival. A temperature check should be done at the worksite if feasible.
- ☐ All employees who have contact with the public or other employees during their shift(s) are offered, at no cost, a cloth face covering. The covering is to be worn by the employee at all times during the workday when in contact or likely to come into contact with others. Employees need not wear a cloth face covering when the employee is alone.
- ☐ Employees are instructed on the proper use of face covering, including the need to wash their face coverings daily.
- ☐ Face shields are provided and worn by wait staff and other employees when servicing customers that have removed their cloth face covering to eat and drink. The face shield is to be worn in addition to the cloth face covering.
- ☐ Face shields are to be cleaned and disinfected per manufacturer's directions.
- ☐ Employees are directed to ensure hand hygiene practices including handwash frequency, use of hand sanitizer and proper glove use are adhered to.
- ☐ Employees are allowed time to wash their hands frequently.
- ☐ Employees are reminded to cover coughs and sneezes with a tissue. Used tissue should be thrown in the trash and hands washed immediately with soap and warm water for at least 20 seconds.
- ☐ Employees are prohibited from eating or drinking anywhere inside the food facility other than designated break rooms.
- ☐ All employees, vendors and delivery personnel have been provided instructions regarding maintaining physical distancing and the use face coverings when around others.
- ☐ Breaks are staggered, in compliance with wage and hour regulations, to ensure that six (6) feet between employees can be maintained in break rooms at all times.

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- ☐ Break rooms, restrooms and other common areas are disinfected frequently, on the following schedule:
  - Break rooms \_\_\_\_\_
  - Restrooms \_\_\_\_\_
  - Other \_\_\_\_\_
- ☐ Disinfectant and related supplies are available to employees at the following location(s):  
\_\_\_\_\_
- ☐ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):  
\_\_\_\_\_
- ☐ Copies of this Protocol have been distributed to all employees.
- ☐ Optional—Describe other measures:  
\_\_\_\_\_

**B. MEASURES TO ENSURE PHYSICAL DISTANCING**

- ☐ If possible, an employee wearing a cloth face covering is posted near the door but at least 6 feet from the nearest customers, to monitor that physical distancing procedures are adhered to.
- ☐ Measures to ensure physical distancing are adhered to where customers or employees are in a queue. This includes check-stands and terminals, deli counters and lines, restrooms, elevator lobbies, host stands and waiting areas, valet drop off and pickup, and any other areas where customers congregate.
  - Placing tape or other markings at 6-foot intervals in any area where members of the public may form a line or stand.
  - Establish directional hallways and passageways for foot traffic, if possible, to eliminate employees and customers from passing by one another.
- ☐ Prioritized outdoor seating and curbside pickup, as allowed by local zoning and planning codes.
- ☐ Expand outdoor seating where possible, in compliance with local zoning codes. For outdoor seating, maintain 6 feet physical distancing standards.
- ☐ Technology solutions where possible have been implemented to reduce person-to-person interaction; mobile ordering and menu tablets, text on arrival for seating, contactless payment options.
- ☐ Limit occupancy within the restaurant to ensure there is adequate distancing and/or physical barriers between tables that minimizes contact between customers at different tables. See attached diagram for examples of approved seating arrangements with physical barriers where noted.
  - Indoor in-person dining capacity is not to exceed 60% of maximum occupancy to allow sufficient space to social (physical) distancing between groups of customers; distancing should be 6 feet between groups of customers and/or use physical barriers. Occupancy limits will be reevaluated after 21 days to assess timing for additional occupancy increases.
  - Outdoor seating is subject to adhering to the 6 feet physical distancing requirements between groups of customers but is not to be included in the occupancy limit.
  - Bar/counter areas within the restaurant must remain closed to customers.
  - Entertainment operations are prohibited.

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- ☐ Design interaction between customers, delivery drivers and employees to allow for physical distancing.
  - Floors in and outside of the restaurant in areas when customers, delivery drivers or others may wait are marked to enable and enforce physical distancing.
  - The use of contactless processes for pickup and delivery and other electronic systems for guest interactions have been implemented, where possible.
  - Interactions between servers or other employees' interactions and customers are limited to a maximum of five minutes per occurrence, where possible.
- ☐ On-site dining made by reservation or customers notified to call in advance to confirm seating/serving capacity, where possible. Contact information for each party is collected either at time of reservation booking or on site to allow for contact tracing should this be required.
  - Consider a phone reservation system that allows people to queue or wait in cars and enter only when a phone call, text or other method, notifies the customer that a table is ready.
- ☐ If the establishment has capacity and chooses to offer on-site ordering, customers should be offered a menu (posted or a single-use handout), to allow for ease of ordering, and items orders should be gathered, packaged and picked up by the customer within 15 minutes of the on-site order. Customers waiting for items may not congregate within the business. They should either remain in their car or return in 15 minutes to obtain their order.
- ☐ Limit the number of guests at a single table. People in the same party seated at the same table do not have to be six feet apart. All members of the party must be present before seating and hosts must bring entire party to the table at one time.
  - On-site seating at a table shall be limited to no more than 6 people that should be members of one household.
- ☐ Limited contact between wait staff and customers.
  - Install physical barriers such as partitions or Plexiglass at registers, host stands, ordering counters, etc., where maintaining physical distance of six feet is difficult.
  - Limit the number of employees serving individual parties.
- ☐ Discourage employees and customers from congregating in high traffic areas such as bathrooms, hallways, bar areas, reservation and credit card terminals, etc.
  - Require employees to avoid handshakes and similar greetings that break physical distance.
- ☐ Use barriers or increase distance between tables/chairs to separate employees in employee breakrooms. Where possible, create outdoor break areas with shade covers and seating that ensures physical distancing.
- ☐ Operations have been redesigned, where possible, to achieve physical distancing between employees:
  - Kitchen and other back of house area's floors are marked to reinforce physical distancing requirements.
- ☐ Physical distancing protocols should be used in any office areas, kitchens, pantries, walk-in freezers, or other high density high-traffic employee areas.
  - Incidental contact is to be expected, however, the goal is to limit this to less than 15 minutes, preferably 10 minutes, and the employees are always wearing their face coverings.

## C. MEASURES FOR INFECTION CONTROL

### PRIOR TO OPENING

- ☐ The HVAC system is in good, working order; to the maximum extent possible, ventilation has been increased.
  - Consider installing portable high-efficiency air cleaners, upgrading the building's air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in all working areas.
- ☐ For facilities that have not been operating, flush each of the hot and cold-water fixtures for five minutes prior to reopening to replace stale water in the facility's plumbing with a fresh and safe water supply.
- ☐ Facility has been thoroughly cleaned and sanitized/disinfected (using products approved for use against COVID-19), especially if it's been closed.
  - Procure options for third-party cleaning company to assist with the increased cleaning demand, as needed.
- ☐ Spaces such as dining rooms, host stands, and kitchens have been equipped with proper sanitation products, including hand sanitizer and sanitizing wipes for all employees directly assisting customers.
  - Ensure sanitary facilities stay operational and stocked at all times and provide additional soap, paper towels, and hand sanitizer when needed.
  - Recommend installing touchless dispensers for hand sanitizer, soap dispensers, paper towel and trash dispenser.
- ☐ Drop-off locations are designated to receive deliveries away from high traffic areas. Person-to-person contact for delivery of goods has been eliminated whenever possible.

### FOOD SAFETY CONSIDERATIONS

- ☐ All food safety practices outlined in the California Retail Food Code (CRFC) are being followed and maintained.
  - Keep hot food hot (135 °F or above) and cold food cold (41 °F or below).
  - Thoroughly cook foods as required in the CRFC.
  - Clean and sanitize utensils and equipment at the required frequency outlined in the CRFC.
  - Adhere to employee health and hygiene practices: Don't work when ill; wash hands frequently; gloves used as required in the CRFC.
  - Ensure all food and food ingredients are from an approved food source.
  - Food preparation employees are discouraged from changing or entering others' workstations during shifts.
- ☐ Self-service machines, such as soda and frozen yogurt machines are dispensed by a food employee and cleaned and sanitized frequently.
- ☐ Areas where customers may congregate or touch food or foodware items that other customers may use have been closed. These items are provided to customers individually and discarded or cleaned and disinfected after each use, as appropriate. This includes but is not limited to:
  - Self-service areas with condiment caddies, utensil caddies, napkins, lids, straws, to-go containers, etc.
  - Self-service food areas, such as salsa bars, salad bars or buffet-style, including food sampling.
  - Tableside food preparation and presentation such as food item selection carts and conveyor belts, guacamole preparation, etc.
  - After-meal mints candies, snacks, or toothpicks for customers. These are offered with the check or provided only on request.

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- ☐ A designated food employee is assigned the task of wrapping silverware prior to providing to the customer, rather than multiple employees handling uncovered silverware prior to customer use.
- ☐ Refilling beverages at the table or from common containers (e.g. pitchers, carafes, decanters, bottles) is not allowed. Clean glassware is provided for customer refills.

**FACILITY CONSIDERATIONS**

- ☐ A food employee per shift is designated to oversee and enforce additional sanitization and disinfection procedures, as needed.
- ☐ A cleaning and disinfection plan for high-touch surfaces and access areas has been developed and is followed.
  - Common areas and frequently touched objects related to customer pickup and payment (e.g., tables, doorknobs or handles, credit card readers) are disinfected on an hourly basis during business hours using EPA approved disinfectants.
  - All payment portals, pens, and styluses are disinfected after each use.
- ☐ Facility is thoroughly cleaned and sanitized/disinfected (using products approved for use against COVID-19) nightly. A log is kept to monitor completion wherever possible.
- ☐ Audio headsets and other equipment are not shared between employees unless the equipment is properly disinfected after each use. Consult equipment manufacturers to determine appropriate disinfection steps.
- ☐ Dishwashers are provided with equipment to protect their eyes, nose and mouth from contamination due to splash using a combination of face coverings, protective glasses, and/or face shields. Dishwashers are provided impermeable aprons and required to change frequently. Reusable protective equipment such as face shields and glasses are to be properly disinfected between uses.
- ☐ Restrooms are checked regularly and cleaned and disinfected on an hourly basis using approved EPA disinfectants.
- ☐ Hand sanitizer, tissues and trash cans are available to the public at or near the entrance of the facility.

**CUSTOMER SERVICE/DINING AREAS**

- ☐ Customers should enter through doors that are propped open (this will be evaluated for approval based on overall vermin exposure) or automated if possible. Hand sanitizer should be available for guests who must touch door handles.
- ☐ Customers are instructed that they must wear cloth face coverings to be served. This applies to all adults and to children over the age of 2. Only individuals with chronic respiratory conditions or other medical conditions that make the use of a face covering hazardous are exempted from this requirement.
  - Customers may remove cloth face coverings while eating and drinking.
  - Customers who refuse to wear a cloth face covering may be refused service and asked to leave.
- ☐ Customers arriving at the site with children must ensure that their children stay next to a parent, avoid touching any other person or any item that does not belong to them, and are wearing face coverings if age permits.
- ☐ Servers, bussers, and other employees moving items used by customers (dirty cups, plates, napkins, etc.) or handling trash bags use disposable gloves (wash hands before putting gloves on and after removing them) and are provided aprons which they must change frequently.
- ☐ Reusable menus are cleaned and disinfected between customers. If using paper menus, discard after each customer use. Alternatives such as stationary menu boards, electronic menus, or mobile device downloadable menus should be considered.

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- ☐ Customer seating areas are cleaned and sanitized after each use. Seating, tables and other items on table must be single-use or cleaned/sanitized between customers. Each table has either a top cloth replaced between guests or a hard-non-porous surface which is sanitized between guests.
- ☐ No flatware, glassware, dishware, menus, condiments or any other tabletop item is present on tables prior to the seating of customers. All such items are fully sanitized between seat changes and stored during non-use in a location that prohibits potential contamination.
- ☐ Takeout containers are filled by customers and available only upon request.
- ☐ Cashless transactions are encouraged. If reasonable for the food facility, customers are enabled to swipe their own credit/debit cards, and card readers are fully sanitized between each guest use.
- ☐ Optional - Describe other measures (e.g. providing senior-only hours, incentivizing non-peak sales):

**D. MEASURES THAT COMMUNICATE TO THE PUBLIC**

- ☐ A copy of this protocol is posted at all public entrances to the facility.
- ☐ A sign notifying customers that they will be screened for symptoms upon arrival, asked to use hand sanitizer, and to wear a face covering when not eating or drinking is also posted at all entrances.
- ☐ Signage is posted that reminds the dining public to maintain physical distancing of six feet, wash hands or use sanitizer upon entry into a restaurant, and to stay home if they are ill or have symptoms consistent with COVID-19.
- ☐ Signage is posted that notifies customers that while it may be common practice for diners to socialize after the meal, this practice will be discouraged during the pandemic.
- ☐ Online outlets of the establishment (website, social media, etc.) provide clear information about facility hours, required use of face coverings, policies in regard to preordering, reservations, prepayment, pickup and/or delivery and other relevant issues.

**E. MEASURES THAT ENSURE EQUITABLE ACCESS TO CRITICAL SERVICES**

- ☐ Services that are critical to the customers/clients have been prioritized.
- ☐ Transactions or services that can be offered remotely have been moved on-line.
- ☐ Measures are instituted to assure access to goods and services for customers who have mobility limitations and/or are at high risk in public spaces.

**Any additional measures not included above should be listed on separate pages,  
which the business should attach to this document.**

**You may contact the following person with any questions or comments about this protocol:**

**Business Contact Name:**

**Phone number:**

**Date Last Revised:**

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**Examples of approved seating arrangements within the allowable occupancy**  
(Each square is 6"x 6")

Barriers must be made of impermeable, cleanable, and durable materials that can be frequently cleaned and sanitized. Barriers must provide at least six-foot high barrier and must be installed per fire and building codes so as to not interfere with the ventilation or fire protection systems. Barriers must provide 30 inches above the table and other dimensions noted in diagrams.

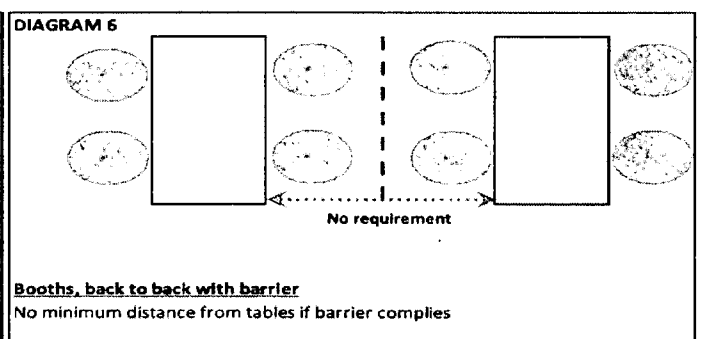
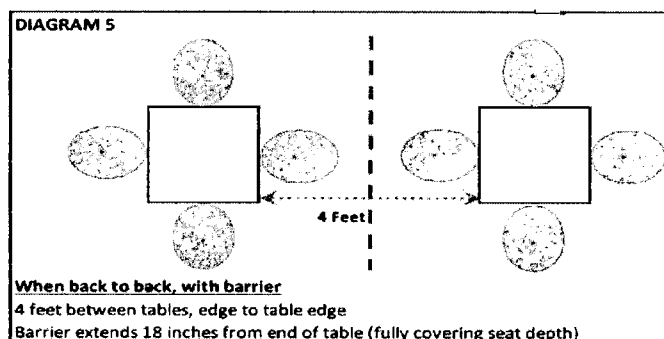
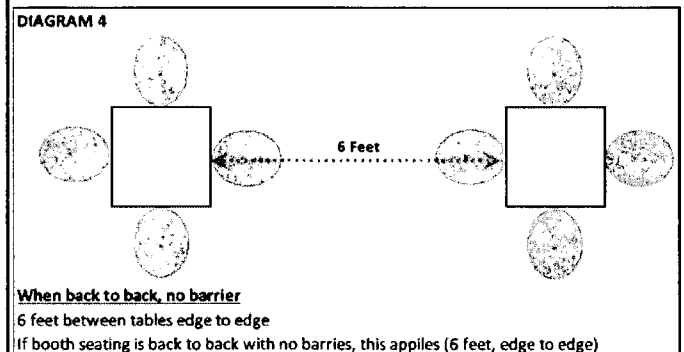
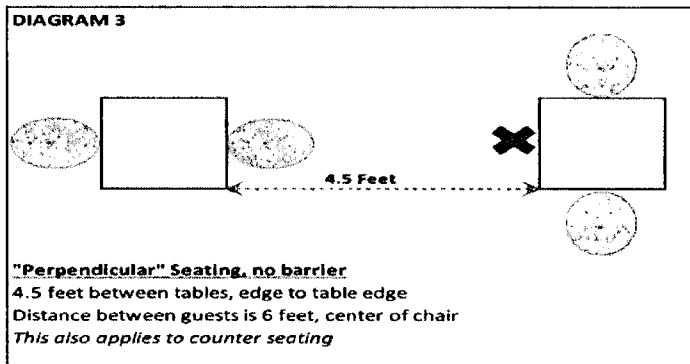
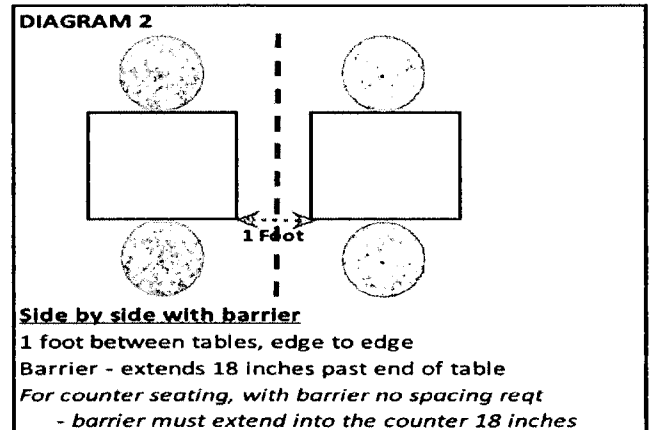
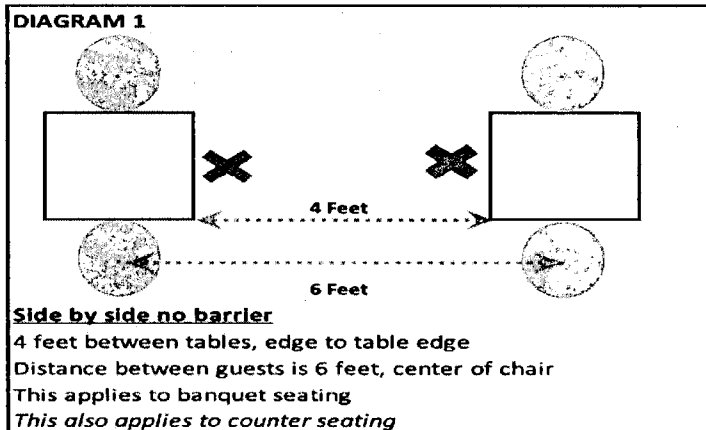
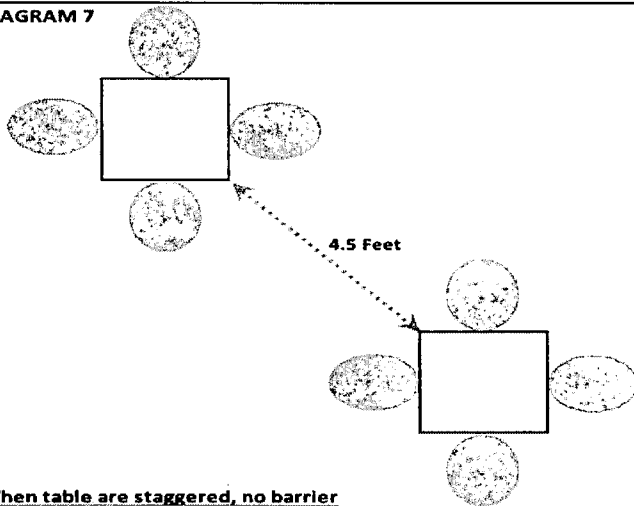


DIAGRAM 7

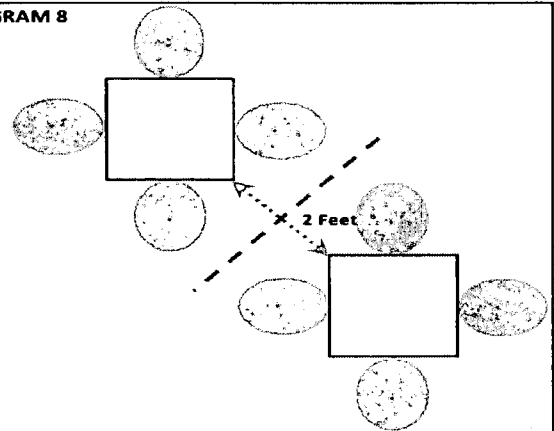


**When table are staggered, no barrier**

4.5 feet between tables, edge to edge at closest point  
Applies to any shape table

Shapes

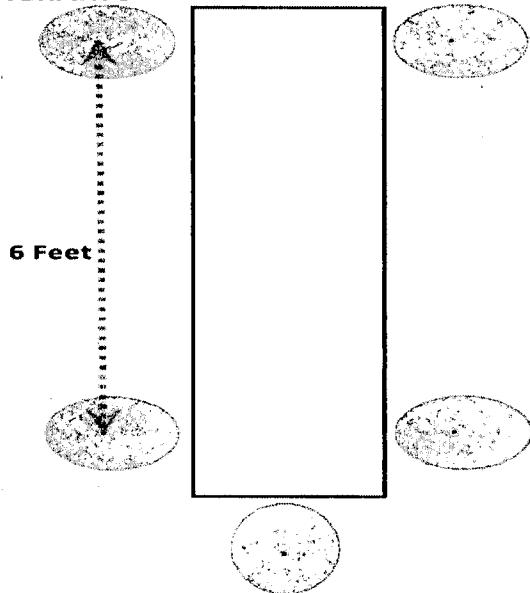
DIAGRAM 8



**When table are staggered, with barrier**

2 feet between tables, edge to edge at closest point  
Barrier extend to cover the depths of the seats

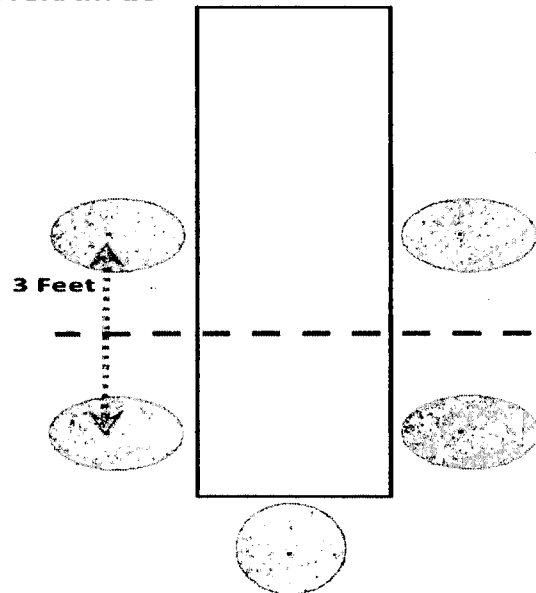
DIAGRAM 9



**Communal Style table, no barrier**

6 feet to closest member of another party  
Center to center of chair

DIAGRAM 10



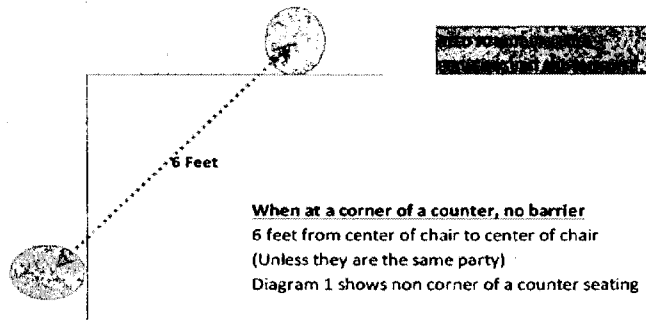
**Communal Style table, with barrier**

Barrier extends 18" past edge of table  
3 feet between chairs, center to center

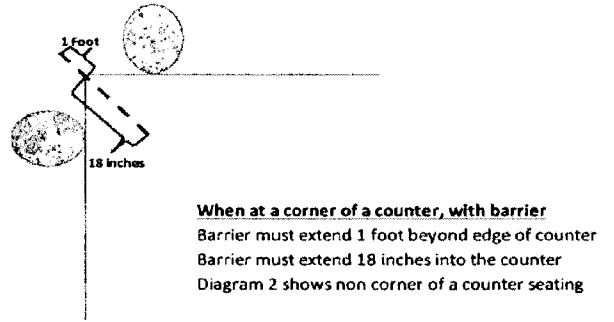
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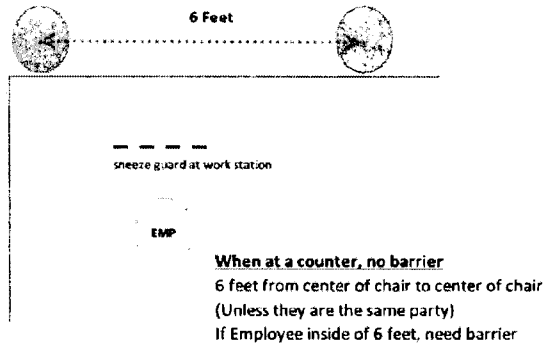
**DIAGRAM 11**



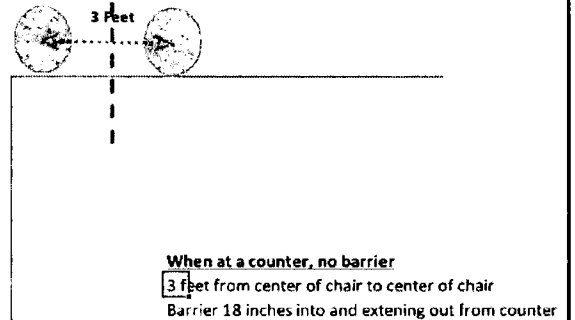
**DIAGRAM 12**



**DIAGRAM 13**



**DIAGRAM 14**





Dear Andrew,

TNT understands these unprecedented times in Lakewood and throughout CA, and we want to share what has been done and plans for this 4<sup>th</sup> for July to meet some of the challenges ahead.

We experienced supply chain interruptions in November and December of 2019 due to the outbreak in China. Our factories resumed production in February 2020 and we will be adequately stocked to meet the needs of our customers throughout California.

We redesigned all of our April/May /June “TNT Universities” – typically gatherings of our Non Profit Groups who share a meal, instruction and fireworks show – and replaced them with virtual instruction beginning immediately after Memorial Day.

The property leases TNT negotiates to place the **Lakewood** NPG’s are signed and in place for this season.

Our area managers worked closely with City staff to navigate your city’s application process and insure submittals were complete and on time. We appreciate the effort to work with us.

Finally, provided for you with this letter is the TNT COVID19 plan we are implementing for each TNT nonprofit group that operates in 2020. It outlines the safe operation of each TNT fireworks stand during your city’s sales period with focus on managing volunteers and retail customers.

TNT celebrates it’s 100-year anniversary in 2020. We have been in the stay at home entertainment business for a long time. Families in **Lakewood** and California have been exceptional in fighting the war against COVID. Reports this week suggest we are on the back side and easing into life back to it’s new normal in our state and your city. The 4<sup>th</sup> of July will probably be the first 3-day weekend Lakewood and the Nation will enjoy together in 2020.

We believe that both state and local health officials will deem the state-approved fireworks fundraising stands operated by your community’s nonprofit organizations to qualify as Stage 2 nonessential retailers, particularly given the short duration they are open, the critical community programs they underwrite, that retail stands are the equivalent of “curbside delivery”, and the rather detailed physical distancing program we have put in place (see protocol attached hereto). TNT Fireworks’ physical distancing protocol is equal to or greater than those imposed on the retailers currently open and operating in your community

We believe that properly planned and executed, families will be able to purchase our products and gather in small groups at home to enjoy each other, some good food, our nation’s birthday and have some well-deserved fun.

If you have any questions or comments, please feel free to contact us.

*Sincerely,*

*Mike Casserly*  
(760) 717-6022

[casserlym@tntfireworks.com](mailto:casserlym@tntfireworks.com)

*Rich Le Gapsi*  
(562) 900-5722

[legaspir@tntfireworks.com](mailto:legaspir@tntfireworks.com)

## **TNT FIREWORKS STAND PHYSICAL DISTANCING PROTOCOL**

### **SIGNAGE**

- Inside, out in front and on the outside of the stand informing the stand volunteers and customers that they should: avoid shopping at the stand if they have a cough or fever; maintain a minimum six-foot distance from one another; do not shake hands or engage in any unnecessary contact; and where required or requested wear a face covering while shopping at the stand.
- Post TNT's Physical Distancing Protocol at a reasonable, safe distance in all directions, wherever possible.

### **MEASURES TO PROTECT VOLUNTEERS IN STANDS**

- All volunteers must be told they should not work in the stand if they are sick, have a cough or a fever.
- The volunteer in charge, at any given time, will be responsible for checking that volunteers are symptom free before starting their shift in the stand.
- All volunteers in the stand will attempt to maintain a six-foot separation.
- Disinfectants must be available for all volunteers at the beginning, during and at the conclusion of their shift.
- Hand sanitizer effective against COVID-19 is available to all volunteers and customers.

### **MEASURES TO PREVENT CROWD GATHERING**

- Post volunteers outside the stand to make sure customers maintain their six-foot separations, use the Express Order station outside the stand rather than perusing product in the stand, and are complying with all local health restrictions, like face coverings, etc.
- Set up an Express Order line, where possible, that allows expedited transactions by people who have already decided what they want to buy.

### **MEASURES TO KEEP PEOPLE AT LEAST SIX FEET APART**

- Placing signs outside the stand reminding people to be at least six feet apart, including when in line.
- Placing tape or other temporary markings or indicators at least six feet apart in each customer line area outside the stand with signs directing customers to use these to maintain distance.
- All volunteers have been instructed to maintain at least a six-foot distance from customers and each other, except volunteers may momentarily come closer when necessary to accept payment, order their fireworks, or as otherwise necessary.

### **MEASURES TO PREVENT UNNECESSARY CONTACT**

- Provide and encourage customers to use contactless payment methods, or, if not feasible, have the volunteers sanitize the payment system regularly.
- Provide a special purchase line for seniors, first responders and health care workers, where possible.
- Instruct volunteers to wear disposable plastic gloves while in the stand and to change them frequently.

- Encourage volunteers to wear face coverings that cover the nose and mouth when in the stand. Where required by local mandate, require all volunteers to wear face covering when in the stand. Provide such face coverings to volunteers if needed.
- Set up and man an Express Order area outside the stand and at a distance from customers making their purchases at the stand, that, using a phone app and preprinted order forms, will assist a customer to complete a list of items he/she desires to purchase so when they are at the stand their interaction with the stand volunteers is minimized.

#### **MEASURES TO INCREASE SANITIZATION**

- Disinfecting wipes that are effective against COVID-19 are available in the stand.
- Hand sanitizer is available to the volunteers and the customers at the stand, at the Express Order area, and anywhere else inside the stand or immediately outside where people have direct interaction.
- Disinfecting all payment portals, pens, and styluses after each use.
- Disinfecting all high-contact surfaces frequently.
- Instruct volunteers to wear disposable plastic gloves while in the stand and to change them frequently.

**You may contact the following person with any questions or comments about this Protocol:**

Mike Casserly (760) 717-6022 [casserlym@tntfireworks.com](mailto:casserlym@tntfireworks.com)

Rich Le Gaspi (562) 900-5722 [legaspir@tntfireworks.com](mailto:legaspir@tntfireworks.com)

**OPT- OUTS**

June 2, 2020

**Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns.

The Council found forcing grandfathered organizations to choose between potentially jeopardizing the health of their members during a pandemic and losing their grandfathered status constituted a clear and immediate threat to public health, safety, and welfare.

**Organizations who wish to opt-out of the 2020 firework season due to COVID-19 health concerns and maintain their grandfathered status into the 2021 season must notify the City of Lakewood of their decision by signing and returning this acknowledgement form.**

**Acknowledgment:**

You are receiving this acknowledgment form because your organization has reached out to the City to opt-out of the 2020 firework season. Please read the following statements:

1. By signing this form, I acknowledge I am opting out my organization from selling fireworks during the 2020 firework season due to COVID-19 health concerns.
2. I understand my organization will maintain their grandfather status for the 2021 season per Lakewood Ordinance number 2020-4.
3. Once this form is signed and returned to the City, my organization cannot opt back-in the 2020 season. **All opt-outs are final.**
4. I understand another willing non-profit organization may fill the vacancy for the 2020 season for one year only. Any organization filling a vacancy for the 2020 season will NOT be granted grandfather status moving forward.
5. All fees and taxes associated with operating a stand paid to the City will be returned to the rightful party.

I, Terril Belch 4th VP, from Lakewood Women's Club acknowledge I read and understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

Terril Belch  
(Signature)

6/3/2020  
(Date)

*[Faint signature]*

## Andrew Camacho

---

**From:** andrew muniz <mr88tillerman@yahoo.com>  
**Sent:** Tuesday, June 2, 2020 8:56 AM  
**To:** Andrew Camacho  
**Subject:** 2020 Fireworks Booth

Good Morning Mr. Camacho,

The Lakewood Lions Club will opt out of sponsoring a fireworks booth this year with the understanding that we will still be permitted to sponsor our booth once again in 2021. We'd like to thank the city of Lakewood for providing this option during this very unique time in our city's, and nation's, history. As always our Lions Club look forward to exercising our club's motto of "We serve" in our Lakewood community once again.

I will also correspond with our TNT representative, Mike Casserly, regarding our club's decision.

Thank you for your time and attention with this matter.

Sincerely,

Andrew Muñiz  
President  
Lakewood Lions Club





June 2, 2020

**Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns.

The Council found forcing grandfathered organizations to choose between potentially jeopardizing the health of their members during a pandemic and losing their grandfathered status constituted a clear and immediate threat to public health, safety, and welfare.

**Organizations who wish to opt-out of the 2020 firework season due to COVID-19 health concerns and maintain their grandfathered status into the 2021 season must notify the City of Lakewood of their decision by signing and returning this acknowledgement form.**

**Acknowledgment:**

You are receiving this acknowledgment form because your organization has reached out to the City to opt-out of the 2020 firework season. Please read the following statements:

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3. Once this form is signed and returned to the City, my organization cannot opt back-in the 2020 season. **All opt-outs are final.**
4. I understand another willing non-profit organization may fill the vacancy for the 2020 season for one year only. Any organization filling a vacancy for the 2020 season will NOT be granted grandfather status moving forward.
5. All fees and taxes associated with operating a stand paid to the City will be returned to the rightful party.

**Lakewood Pan American Festival**

I, **Dan Wamba, President**, from **Association, Inc.** acknowledge I read and understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

(Print Name and Title)

(Print Organization Name)

*Dan Wamba*

(Signature)

**6/2/2020**

(Date)

**Lakewood**



June 2, 2020

**Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns.

The Council found forcing grandfathered organizations to choose between potentially jeopardizing the health of their members during a pandemic and losing their grandfathered status constituted a clear and immediate threat to public health, safety, and welfare.

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3. Once this form is signed and returned to the City, my organization cannot opt back-in the 2020 season. **All opt-outs are final.**
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5. All fees and taxes associated with operating a stand paid to the City will be returned to the rightful party.

I, Pamela Flores <sup>Board member</sup>, from Temple Beth Zion Sinai acknowledge I read and  
(Print Name and Title) (Print Organization Name)

understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

Pamela Flores  
(Signature)

6/3/20  
(Date)

**Lakewood**

## OPT- INS



May 29, 2020

### **Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns. As a result, some organizations are considering not operating a stand this year. At the direction of the Public Safety Committee, City staff will attempt to fill any openings from organizations who elect to opt-out with an eligible organization from the City's interest list via a drawing in accordance with Lakewood Municipal Code section 3105.3.D for the 2020 firework season only.

### **THIS IS NOT A GUARANTEE THERE WILL BE AN OPENING OR DRAWING.**

### **Acknowledgment:**

You are receiving this acknowledgment form because your organization was on the City's interest list. To be considered for any potential drawing, please read the following statements:

1. There may or may not be a firework stand opening for the 2020 firework season and the decision to hold a drawing to fill any potential open permits for the 2020 season is held solely by the City of Lakewood.
2. Submitting this form and application is not a guarantee my organization will obtain a permit or be included in a drawing. All organizations are subject to eligibility requirements set by Lakewood Municipal Code section 3105.3.B
3. Any permits issued to a replacement organization is for the 2020 firework season only. They will not be grandfathered into the 2021 season. They will be placed back onto the interest list after the 2020 season.
4. To be included in any potential drawings, I must submit the required documentation and application, including this signed form, to the City of Lakewood by Tuesday, June 2<sup>nd</sup> at 5:00pm PST by emailing [ACamacho@Lakewoodcity.org](mailto:ACamacho@Lakewoodcity.org) or dropping it off in the City's drop box located at the front of City Hall at 5050 Clark Ave, Lakewood CA, 90712.

I, Caleb Miller, from Cityline Church acknowledge I read and  
(Print Name) (Print Organization Name)  
understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

Caleb Miller  
(Signature)

06/03/2020  
(Date)

# Lakewood



May 29, 2020

**Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns. As a result, some organizations are considering not operating a stand this year. At the direction of the Public Safety Committee, City staff will attempt to fill any openings from organizations who elect to opt-out with an eligible organization from the City's interest list via a drawing in accordance with Lakewood Municipal Code section 3105.3.D for the 2020 firework season only.

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I, Randy Gonzalez, from Lakewood Wrestling acknowledge I read and  
(Print Name) (Print Organization Name)  
understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

[Signature]  
(Signature)

6/1/20  
(Date)

Lakewood



May 29, 2020

**Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns. As a result, some organizations are considering not operating a stand this year. At the direction of the Public Safety Committee, City staff will attempt to fill any openings from organizations who elect to opt-out with an eligible organization from the City's interest list via a drawing in accordance with Lakewood Municipal Code section 3105.3 D for the 2020 firework season only.

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I, Nicole Toothill from Mayfair Wrestling Booster Club acknowledge I read and understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

Nicole Toothill  
(Signature)

5/30/2020  
(Date)

Lakewood



May 29, 2020

**Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns. As a result, some organizations are considering not operating a stand this year. At the direction of the Public Safety Committee, City staff will attempt to fill any openings from organizations who elect to opt-out with an eligible organization from the City's interest list via a drawing in accordance with Lakewood Municipal Code section 3105.3.D for the 2020 firework season only.

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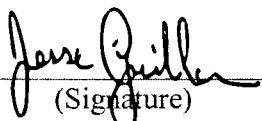
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**Mayfair HS Baseball**

I, **Jesse Guillen**, from **Booster Club** acknowledge I read and understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

  
(Signature)

**6-4-2020**  
(Date)

**Lakewood**



May 29, 2020

**Statement of Fact:**

In response to the COVID-19 pandemic, the Lakewood City Council passed emergency ordinance 2020-4 extending the grandfather status of organizations who elect to opt-out of operating a firework stand during the 2020 firework season due to COVID-19 related health concerns. As a result, some organizations are considering not operating a stand this year. At the direction of the Public Safety Committee, City staff will attempt to fill any openings from organizations who elect to opt-out with an eligible organization from the City's interest list via a drawing in accordance with Lakewood Municipal Code section 3105.3.D for the 2020 firework season only.

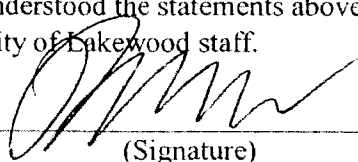
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I, RYAN VERGEL DE LOS, from LAKESIDE SHERIFF EXPOSURE UNIT acknowledge I read and  
(Print Name) (Print Organization Name)  
understood the statements above and was given an opportunity to have my questions answered by City of Lakewood staff.

  
(Signature)

JUNE 5, 2020  
(Date)

**Lakewood**

# DIVIDER SHEET



## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Review and Consideration for Adoption of Proposed Two-Year Budget for Fiscal Years 2020-21 and 2021-22

On June 2, 2020, the Proposed Two-Year Budget for Fiscal Years FY 2020-21 and FY 2021-22 was formally presented to the City Council at a budget study session, where the proposed budget was reviewed and discussed.

The proposed 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 \$73.5 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.

Despite facing years of constrained resources and increasing costs of doing business 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 threaten the ability to provide essential services. Accordingly, the voter's recent passage of Measure L (the local 0.75% transaction and use sales tax measure) represents a new source of revenue to come to the City starting July, 1, 2020, providing additional stability. We are grateful for the trust that the community has imparted on us and are respectful 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 will augment the City's well-founded principles, allowing for the City to continue on a steady fiscal course for decades to come. First and foremost, this 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 to save and improve the City's infrastructure such as streets, sidewalks, trees and community facilities practicing a "save-then-spend" capital financing strategy rather than issuing debt. In the past, operational savings realized each fiscal year were allocated toward the funding of future capital improvement projects. While not possible in recent years, the proposed budget includes \$1.5 million set-aside annually for future-year capital improvement projects (CIPs). The City has previously committed General Fund funds allocated to specific projects to be constructed in Fiscal Years 2020-21 and 2021-22. Using the results of a comprehensive facilities' study, during the next year the City Council will begin work prioritizing projects for the next five years to be funded out of the General Fund and other available funds (e.g., grants).

Following is a more detailed review of the budget specifics:

For the current FY 2019-20 Final Estimate, it is anticipated that the City's General Fund will have a deficit of \$4.3 million. While expenditures remained below budgeted amounts for the year, the COVID-19 pandemic has unavoidably had a significant impact on projected revenues (largely fueled by a precipitous drop in sales tax revenue) which have largely declined in the last quarter of the fiscal year. As seen in every sector of our society, the depth and abruptness of its impact is taking a toll. While economically significant, the City's long-established reserves will mitigate the downturn and the need to cut City services impacting the community's quality of life.

In contrast, General Fund operating revenues and operating expenditures are in balanced positions for both upcoming fiscal years in the proposed budget. Projected surplus funds, available at year-end, would replenish reserves employed during the current-year COVID-19 pandemic crisis.

### **Two-Year Proposed Budget: FY 2020-21 and FY 2021-22**

Following is a summary of the General Fund Proposed Budget activity for each of the two upcoming fiscal years, along with a final estimate for the current fiscal year:

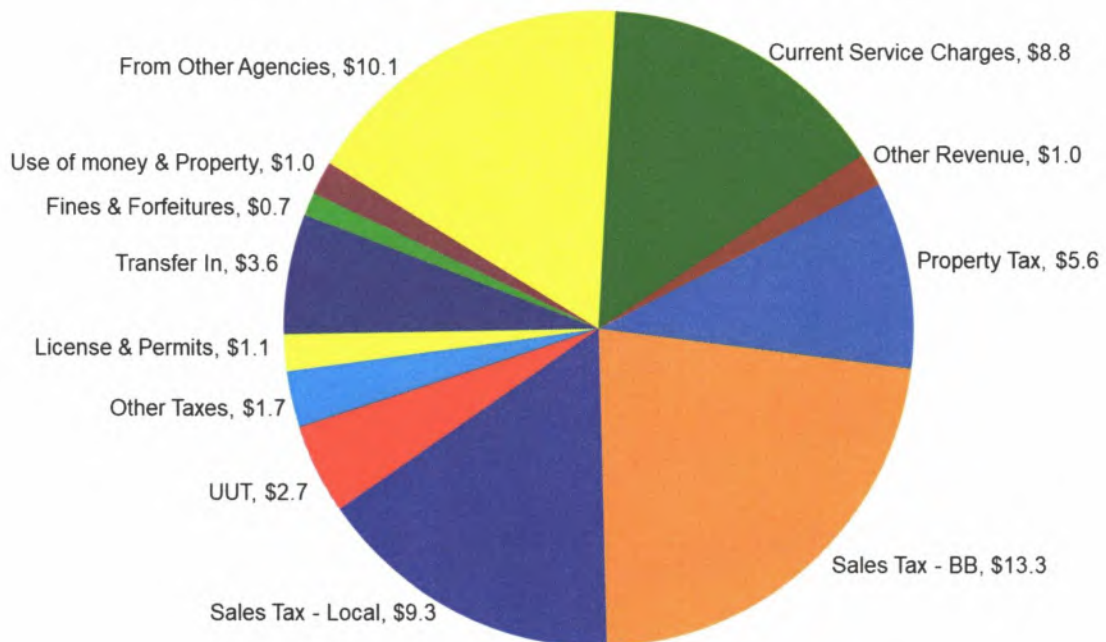
	<u>Final Estimate FY 2019-20</u>	<u>Proposed FY 2020-21</u>	<u>Proposed FY 2021-22</u>
Sources:			
General Revenues / Transfers In	\$ 47,970,158	\$ 58,897,248	\$ 60,611,164
Total Sources	47,970,158	58,897,248	60,611,164
Uses:			
Departmental Expenditures	\$ 52,285,428	\$ 55,810,441	\$ 58,243,040
<u>CIP Set-aside</u>	<u>-----</u>	<u>1,500,000</u>	<u>1,500,000</u>
Total Uses	52,285,428	57,310,441	59,743,040
Projected Surplus / (Deficit)	<u>\$ (4,315,270)</u>	<u>\$ 1,586,807</u>	<u>\$ 868,124</u>

### **Revenues / Sources**

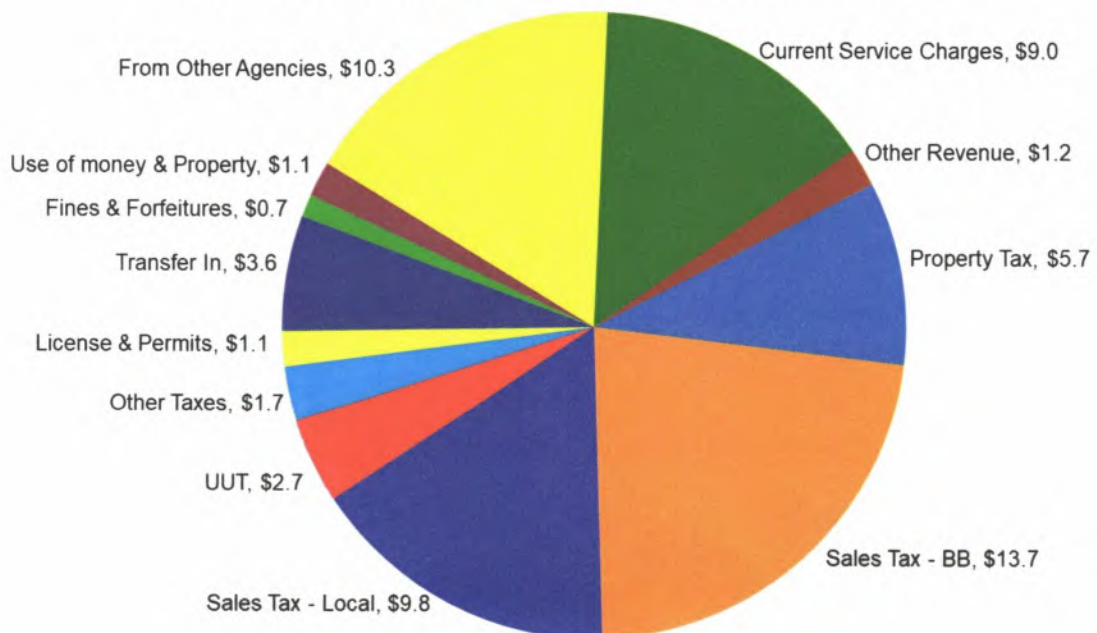
During FY 2020-21 and FY 2021-22 we are expecting City General Fund revenues (including transfers in) to total \$58.9 million and \$60.6 million, respectively. FY 2020-21 General Fund revenues are budgeted to be about \$10.9 million more than the current year estimate, with the majority of the increase due to the anticipation of \$9.275 million in local transaction and use sales tax revenues (Measure L). Other significant increases include the traditional (Bradley-Burns) sales tax revenue (\$970,000) and property tax in-lieu of Vehicle License Fees (VLF) revenue (\$438,000). FY 2021-22 anticipates a more modest year-over-year increase of approximately \$1.6 million from local transaction and use sales tax revenues (\$550,000), Bradley-Burns sales tax revenue (\$390,000), and property tax in-lieu of Vehicle License Fees (VLF) revenue (\$199,240).

Following are revenue charts for both upcoming years illustrating the relative size of each General Fund revenue component:

**FY 2020-21 General Fund Revenues: \$58.9 Million**



**FY 2021-22 General fund Revenues: \$60.6 Million**



**Sales Tax Revenue** – Like many municipalities throughout the State, the City's largest General Fund revenue source is the Bradley-Burns sales tax revenue. In recent years, this revenue had been stagnant as many traditional retail sales have shifted to online transactions where the City receives a much smaller share. The proposed budget anticipates sales tax revenues to gradually recover from the effects of the current COVID-19 pandemic. Additionally, the anticipated influx of revenues stemming from the local 0.75% transaction and use sales tax (Measure L) starting July 1, 2020 will provide a timely and much-needed stabilizing effect for the city.

Below is a chart providing a historical perspective:



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

**Property Tax in Lieu of Vehicle License Fees** - The City’s share of this State-administered swap for motor vehicle license fees are expected to rise at a modest pace. We anticipate receiving \$9.96 million and \$10.2 million during FY 2020-21 and FY 2021-22, respectively.

**Property Tax** – The Proposed Budget includes approximately \$5.6 million in Property Tax Revenues for FY 2020-21 and almost \$5.7 million in FY 2021-22. As a result of \$400,000 in one-time monies received in the prior year due to a Los Angeles County adjustment, FY 2020-21 revenues will drop by \$291,000 with FY 2021-22 revenues expected to again trend favorably by \$108,000. While the City of Lakewood receives a relatively small amount of revenue as a “low property tax” municipality, it is still one of the largest revenue sources available to the city.



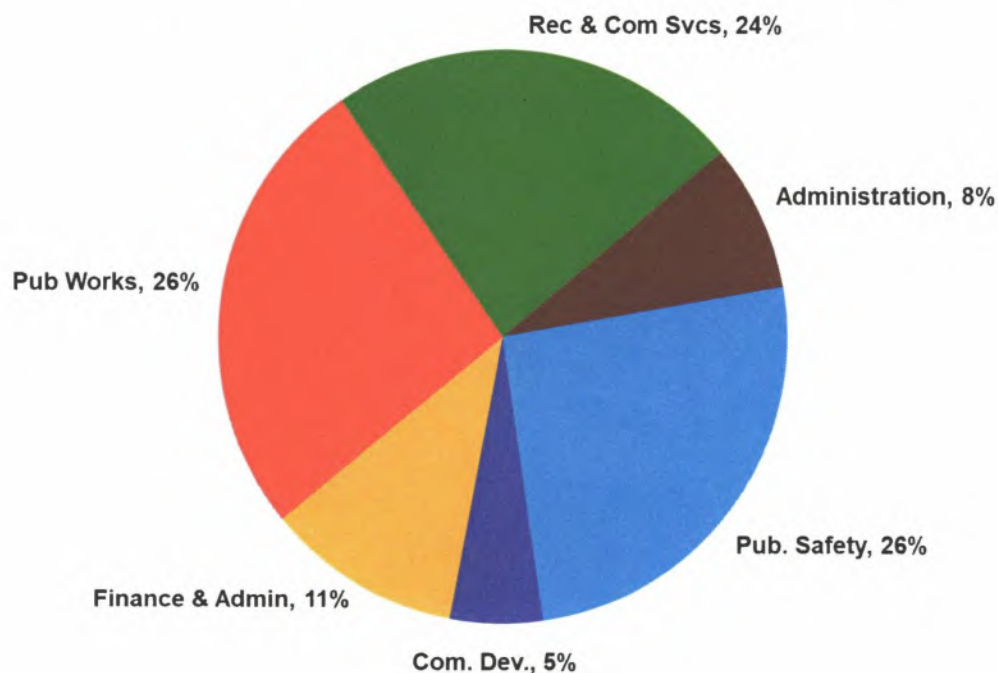
### **Expenditures / Uses**

General Fund expenditures and uses are expected to total approximately \$57.3 million in FY 2020-21, or about \$5 million more than the current year. Some of the larger components include: \$1.5 million towards capital improvement projects, the Los Angeles County Sheriff's Department policing contract and related insurance (\$582,000), employee labor adjustment costs (\$495,000), filling vacant positions (\$357,000), extraordinary Sky Knight helicopter maintenance (\$320,000), higher CalPERS pension contribution rates (\$169,000), an increase in the refuse disposal contract (\$144,000), and an increase in the City's liability insurance coverage (\$113,000). In FY 2021-22 we can expect total uses to be \$59.7 million or about \$2.4 million more than the prior year. The growth is almost exclusively in the operating departments, with proportional increases in the same areas as the prior year.

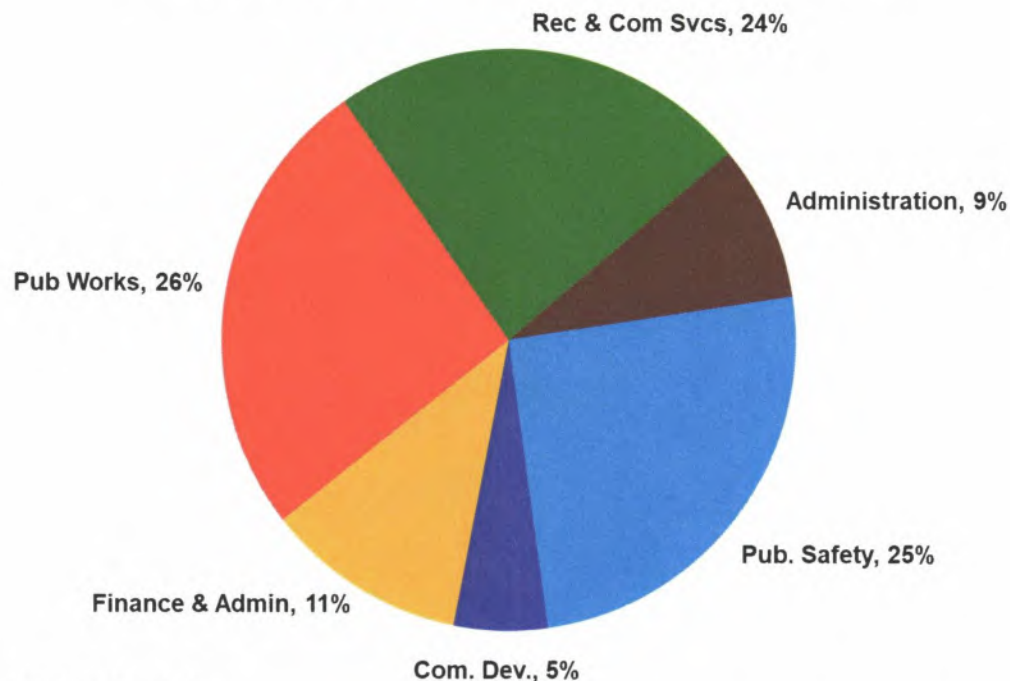
Departmental expenditures are estimated at \$55.8 million in FY 2020-21 and \$58.2 million in FY 2021-22. The three largest department expenditure components (based on gross expenditures) are Public Works, Public Safety, and Recreation & Community Services.

Following are department expenditure charts for both upcoming years graphically showing the relative expenditure component for each department:

#### **FY 2020-21 Departmental Expenditures - \$55.8 Million**



### FY 2021-22 Departmental Expenditures - \$58.2 Million



### WATER UTILITY FUND

For the FY 2019-20 Final Estimate Budget, it is anticipated that there will be a \$742,993 surplus at year's end. Likewise, Water Utility revenues are expected to surpass expenses by \$1,438,372 in FY 2020-21 and \$1,496,243 in FY 2021-22. We expect revenues to remain strong, with projected expenses remaining relatively stable during the two-year budget period.

Following is a summary of the Water Utility Fund Proposed Budget activity for each of the two upcoming fiscal years, along with a final estimate for the current fiscal year:

	Final Estimate FY 2019-20	Proposed FY 2020-21	Proposed FY 2021-22
Sources:			
<u>Revenues</u>	<u>\$ 13,531,700</u>	<u>\$ 14,346,250</u>	<u>\$ 15,027,880</u>
Total Sources	13,531,700	14,346,250	15,027,880
Uses:			
<u>Departmental Expenses / Transfers</u>	<u>\$ 12,788,707</u>	<u>\$ 12,907,878</u>	<u>\$ 13,531,637</u>
Total Uses	12,788,707	12,907,878	13,531,637
Projected Surplus	<u>\$ 742,993</u>	<u>\$ 1,438,372</u>	<u>\$ 1,496,243</u>

### Revenues

During FY 2020-21 and FY 2021-22 we are expecting Water Utility revenues to total \$14.3 million and \$15.0 million, respectively. FY 2020-21 revenues are budgeted to be about \$815,000 more than the current year estimate. This is largely due to the sale of water to the City of Long Beach (\$519,000), and metered water sales (\$279,000), FY 2021-22 anticipates an increase of approximately \$682,000 with metered water sales (\$586,000) being the largest component.

### Expenses / Uses

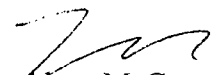
Water Utility expenses and fund transfers are expected to total approximately \$12.9 million in FY 2020-21 and \$13.5 million in FY 2021-22. This is due to a number of water production cost increases were largely offset by operational savings from the current-year transition away from Fathom Water Systems. In the coming year, we anticipate updating the comprehensive water rate study completed several years back to include operational and State legislative changes.

### **BUDGET CONCLUSION**

The FY 2020-21 & 2021-22 Proposed Budget marks a pivotal time in the City's history. Leading up to this budget, the City has addressed the structural deficit by making necessary cuts and adjustments. The current economic crisis initiated by the COVID-19 pandemic has challenged the organization both operationally and fiscally. However, due to our unique characteristics and history of prudent management, we will persevere through the next two years in relatively good shape and then resume to some sense of normalcy, albeit a new normal, thereafter. The anticipation of Measure L revenues offers great relief in knowing that additional resources will be soon available to preserve the services that have been the hallmark of the Lakewood community. As we have historically, we will all remain vigilant in our efforts to maintain our prudent fiscal management, strong fiscal oversight, and "living within our means."

Directors and, indeed, all staff in our organization are proud of the services they provide to the public. I am proud of the professionalism in which the organization dealt with these difficult decisions, and the strong emphasis on maintaining an enduring commitment to serving the public at the highest quality that our resources allow. 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 keeping the cost of doing the City's business down through cost controls, improved service delivery methods, and strategic investments in technology and employee training and development. With the City Council's continued leadership, we will provide the necessary fiscal stewardship to meet the current and future needs of the community.

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET



## MEMORANDUM

TO: CITY COUNCIL

FROM: CITY ATTORNEY

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

DATE: JUNE 9, 2020

SUBJECT: BUDGET - DETERMINING ANNUAL APPROPRIATIONS, SPENDING  
LIMITS FOR FISCAL YEAR 2020-2021, ADOPTION OF THE BUDGET  
FOR FISCAL YEARS 2020-21 and 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, 2020. 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 2020-21. Find attached a resolution making that determination.

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

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

Pursuant to XIII.B.8.10.5, the appropriation limit for fiscal year 1986-87 in the amount of \$14,339,821 is the limit for appropriations for fiscal year beginning July 1, 2018, adjusted by the changes made since then as authorized therein.

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

1. Each year by resolution the City Council shall establish its appropriation limits for the following fiscal year, at either a regularly scheduled Council meeting or a noticed special meeting. Fifteen days prior to such meeting, documentation used in determination of the appropriation limit shall be available to the public (Section 7910). Find attached resolution making that determination.
2. Determination of the appropriation limit is a legislative act subject to judicial review (Section 7910).
3. For the 2020-21 fiscal year the appropriation limit shall equal the following (Section 7902[b]):
  - a. The appropriation limit for the 1986-87 fiscal year (\$14,339,821) multiplied by the product of the change in cost of living, as defined in Paragraph (2) of subdivision (3) of Section 8 of Article XIII.B. of the California Constitution and the change in population of local jurisdiction for the calendar year preceding the beginning of the fiscal year for which the appropriation limit is to be determined, and adjusted for other changes required or permitted by Article XIII.B. of the California Constitution.
4. In determining "change of California per capita personal income," reference must be made to Section 7901(a), and "change in cost of living," Section 7901(b), and "change in population," Section 7901(c).
5. In determining whether revenue received is in excess of the amount appropriated (and, therefore, must be returned to the taxpayers by a revision of tax rates and fee schedules as specified in XIII.B.2) Section 7901(h) defines said revenues as follows: "Revenues means all tax revenues and the proceeds to a local jurisdiction or the state received from (1) regulatory licenses, user charges, and user fees to the extent that these proceeds exceed the costs reasonably borne by that entity in providing the regulation, product or service, and (2) the investment of tax revenues as described in subdivision (I) of Section 8 of Article XIII.B. For

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

6. Not later than May 1 of each year the State Department of Finance shall notify the City of changes in the cost of living or changes in the California per capita income, whichever is lesser, and the population for each local jurisdiction for the prior calendar year, and these figures shall be used in the computation (Section 7909).
7. The aforementioned computation shall be contained in or attached as a schedule to the Resolution adopted prior to June 30, 2020 (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 2020-21. In respect to adoption of the appropriation of funds for Fiscal Year 2019-20 and the budget for Fiscal Years 2020-21 and 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 Years 2020-21 and 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.

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

RESOLUTION NO. 2020-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE BUDGET FOR FISCAL YEAR 2019-2020, AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2020

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

SECTION 1. The budget for the fiscal year ending June 30, 2020, 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, 2020, is amended as provided herein.

SECTION 3. Any unencumbered appropriations in the General Fund at the close of business on June 30, 2020, 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, 2020, 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 2020-2021 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, 2020 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 9TH DAY OF JUNE, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

# DIVIDER SHEET

RESOLUTION NO. 2020-24

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 2020-2021

WHEREAS, the City Manager has prepared and submitted to the City Council a budget for the fiscal year commencing July 1, 2020; and

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

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

WHEREAS, the City of Lakewood has complied with all of the provisions of Article XIII.B and Government Code Section 7902 in determining the total annual appropriation subject to limitation for the Fiscal Year 2020-2021.

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 9, 2020, 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 2020-2021, commencing July 1, 2020, as set forth on Exhibit A attached hereto and made a part hereof, is hereby fixed and determined to be \$42,019,256.

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 9TH DAY OF JUNE, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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



# EXHIBIT A

Gann Limit Calculation		2020-21
50300002-46407	Interfund	1,134,183.00
60200002-46407	Interfund	113,845.00
50100002-46408/10	Interfund	354,107.00
Total Interfund Revenue		<u>1,602,135.00</u>
Interfund Revenues		1,602,135.00
Other Revenues		<u>35,232,959.00</u>
Total revenues less taxes & investment income		<u>36,835,094.00</u>
Tax-related revenues		<u>41,608,000.00</u>
Taxes subject to Gann Limit without interest		<u>41,608,000.00</u>
Total Investment Earnings-all funds		<u>759,500.00</u>
Total Interest		<u>759,500.00</u>
Non-tax revenues		35,232,959.00
Tax-related revenues		<u>41,608,000.00</u>
Total revenues		<u>76,840,959.00</u>
Non-tax revenues		35,232,959.00
Total revenues		<u>76,840,959.00</u>
% of Total		<u>0.4585</u>
Tax-related revenues		41,608,000.00
Total revenues		<u>76,840,959.00</u>
% of Total		<u>0.5415</u>
Interest Revenue		759,500.00
Non tax related revenues rate		<u>0.4585</u>
Interest proceeds from non-tax revenues		<u>348,244.38</u>
Interest Revenue		759,500.00
Tax related revenues rate		<u>0.5415</u>
Interest proceeds from tax revenues		<u>411,255.62</u>
Interest proceeds from tax revenues		411,255.62
		<u>41,608,000.00</u>
		<u>42,019,255.62</u>
Gann Limit (Using LA County Factor)		61,801,196.00
Proceeds subject to limit		42,019,256.00
		68.0%

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

RESOLUTION NO. 2020-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADOPTING THE BIENNIAL BUDGET AND  
APPROPRIATING REVENUE FOR FISCAL YEAR 2020-2021  
AND FISCAL YEAR 2021-2022

WHEREAS, the City Manager has prepared and submitted to the City Council a 2020-2021 AND 2021-2022 Proposed Biennial Budget, for the fiscal years commencing July 1, 2020, and ending June 30, 2022; and

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

WHEREAS, the City Council held a public hearing on the 2020-2021 and 2021-2022 Proposed Biennial Budget, as modified, on June 2, 2020, where all interested persons were heard; and

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

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

SECTION 1. The first year of the two-year budget for the City of Lakewood for the fiscal year July 1, 2020 through June 30, 2021, is hereby adopted totaling an appropriation in the sum of \$71,972,642 The second year of the two-year 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 \$74,423,052.

SECTION 2. Said budget hereby adopted is the aforementioned Proposed Biennial Budget prepared by the City Manager, and as amended by the City Council, entitled "Proposed Two-Year Budget 2020-2022, City of Lakewood, California," incorporated herein as though set forth in full. Said budget is hereby adopted as the Budget of the City of Lakewood for both the 2020-2021 and 2021-2022 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 2020-2021 and Fiscal Year 2021-2022.

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 2020-2021 and Fiscal Year 2021-2022.

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 an amount 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, 2020.

ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2020.

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Mayor

ATTEST:

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City Clerk

## FUND SUMMARY

## CITY OF LAKEWOOD

## FISCAL YEAR 2020-2021

FUND	Estimated Fund Balance June 30, 2020	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2021
<u>General Fund</u>	\$ 9,717,088	\$ 54,316,048	\$ 52,855,233	\$ 1,625,992	\$ 12,803,895
Cable TV Fund	-	717,000	551,566	(165,434)	-
Community Facility Fund	-	220,000	1,120,223	900,223	-
Retiree Medical Fund	-	-	1,283,419	1,283,419	-
Housing Successor Agency Fund	416,656	115,300	204,400	-	327,556
<u>Special Revenue Funds</u>					
Air Quality Management (AQMD)	488,699	105,000	130,000	-	463,699
CDBG Funds	345,918	492,866	340,628	-	498,156
CDBG Program Income Fund	118,920	40,000	39,856	-	119,064
JAG Grant	-	1,020	1,020	-	-
Litter Reduction Grant	-	22,300	22,300	-	-
Measure M	2,563,577	955,000	200,000	-	3,318,577
Measure R	3,687,564	960,000	340,391	-	4,307,173
Measure W	(219,110)	800,000	357,853	-	223,037
PROP A Recreation	(45,727)	29,200	33,539	-	(50,066)
Prop A Transit Fund	775,801	1,370,000	1,355,837	-	789,964
Prop C Transit Fund	2,707,200	1,245,000	780,017	-	3,172,183
Road Maintenance & Rehab	2,675,256	1,325,000	230,000	-	3,770,256
State COPS Grant	87,673	179,500	362,918	-	(95,745)
State Gas Tax	-	1,697,300	-	(1,697,300)	-
TDA Article-3-Capital	58,600	61,711	-	-	120,311
Used Oil Grant	22,114	21,923	21,923	-	22,114
Other Grant Funds	681,297	1,130,041	629,341	-	1,181,997
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 24,081,526</b>	<b>\$ 65,804,209</b>	<b>\$ 60,860,464</b>	<b>\$ 1,946,900</b>	<b>\$ 30,972,171</b>

## FUND SUMMARY

## CITY OF LAKEWOOD

## FISCAL YEAR 2020-2021

FUND	Estimated Fund Balance June 30, 2020	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2021
Water Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Water Utility Operations	14,407,867	14,346,250	11,112,178	(1,795,700)	15,846,239
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 14,407,867</b>	<b>\$ 14,346,250</b>	<b>\$ 11,112,178</b>	<b>\$ (1,795,700)</b>	<b>\$ 15,846,239</b>
<b>GRAND TOTAL</b>	<b>\$ 38,489,393</b>	<b>\$ 80,150,459</b>	<b>\$ 71,972,642</b>	<b>\$ 151,200</b>	<b>\$ 46,818,410</b>
Graphics and Copy Center	\$ -	\$ 354,107	\$ 354,107	\$ -	\$ -
Fleet Maintenance Fund	-	1,134,183	1,134,183	-	-
Geographic Info. System Fund	-	113,845	113,845	-	-
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b>\$ -</b>	<b>\$ 1,602,135</b>	<b>\$ 1,602,135</b>	<b>\$ -</b>	<b>\$ -</b>

## FUND SUMMARY

## CITY OF LAKEWOOD

## FISCAL YEAR 2021-2022

FUND	Estimated Fund Balance June 30, 2021	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2022
<u>General Fund</u>	\$ 12,803,895	\$ 55,990,864	\$ 55,105,926	\$ 1,483,186	\$ 15,172,019
Cable TV Fund	-	717,000	583,737	(133,263)	-
Community Facility Fund	-	295,000	1,167,968	872,968	-
Retiree Medical Fund	-	-	1,385,409	1,385,409	-
Housing Successor Agency Fund	327,556	170,300	204,400	-	293,456
<u>Special Revenue Funds</u>					
Air Quality Management (AQMD)	463,699	105,000	46,000	-	522,699
CDBG Funds	498,156	495,000	350,242	-	642,914
CDBG Program Income Fund	119,064	40,000	41,303	-	117,761
JAG Grant	-	-	-	-	-
Litter Reduction Grant	-	22,300	22,300	-	-
Measure M	3,318,577	1,005,000	200,000	-	4,123,577
Measure R	4,307,173	985,000	348,745	-	4,943,428
Measure W	223,037	800,000	361,853	-	661,184
PROP A Recreation	(50,066)	29,200	35,543	-	(56,409)
Prop A Transit Fund	789,964	1,420,000	1,368,908	-	841,056
Prop C Transit Fund	3,172,183	1,345,000	808,024	-	3,709,159
Road Maintenance & Rehab	3,770,256	1,380,000	238,000	-	4,912,256
State COPS Grant	(95,745)	179,500	377,493	-	(293,738)
State Gas Tax	-	1,812,600	-	(1,812,600)	-
TDA Article-3-Capital	120,311	62,945	-	-	183,256
Used Oil Grant	22,114	21,923	21,923	-	22,114
Other Grant Funds	1,181,997	520,041	19,341	-	1,682,697
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 30,972,171</b>	<b>\$ 67,396,673</b>	<b>\$ 62,687,115</b>	<b>\$ 1,795,700</b>	<b>\$ 37,477,429</b>

## FUND SUMMARY

## CITY OF LAKEWOOD

## FISCAL YEAR 2021-2022

FUND	Estimated Fund Balance June 30, 2021	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2022
Water Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -
Water Utility Operations	15,846,239	15,027,880	11,735,937	(1,795,700)	17,342,482
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 15,846,239</b>	<b>\$ 15,027,880</b>	<b>\$ 11,735,937</b>	<b>\$ (1,795,700)</b>	<b>\$ 17,342,482</b>
<b>GRAND TOTAL</b>	<b>\$ 46,818,410</b>	<b>\$ 82,424,553</b>	<b>\$ 74,423,052</b>	<b>\$ -</b>	<b>\$ 54,819,911</b>
Graphics and Copy Center	\$ -	\$ 370,315	\$ 370,315	\$ -	\$ -
Fleet Maintenance Fund	-	1,156,217	1,156,217	-	-
Geographic Info. System Fund	-	116,638	116,638	-	-
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b>\$ -</b>	<b>\$ 1,643,170</b>	<b>\$ 1,643,170</b>	<b>\$ -</b>	<b>\$ -</b>



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

RESOLUTION NO. 2020-26

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, 2020, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2020-2021.

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 2020-2021 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 9TH DAY OF JUNE, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

RESOLUTION NO. 2020-27

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 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, 2020, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2020-2021.

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 2020-2021 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 9TH DAY OF JUNE, 2020.

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Mayor

ATTEST:

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City Clerk

## **COUNCIL AGENDA**

June 9, 2020

**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, 2020 to June 30, 2021.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2020-28

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

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

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

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

WHEREAS, the City and District desire to renew said community recreation program for the current fiscal year commencing July 1, 2020 and ending June 30, 2021 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, 2020 and ending June 30, 2021, and shall be subject to earlier termination as provided in the aforementioned agreement.

ADOPTED AND APPROVED THIS 23RD DAY OF JUNE, 2020.

\_\_\_\_\_  
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 9, 2020

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

**SUBJECT:** Community Family Guidance Center Agreement

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

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

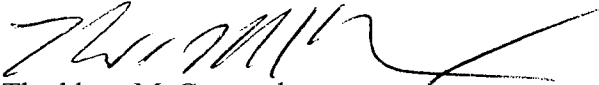
The city entered into an agreement with Community Family Guidance Center in 1995. The city is desirous of continuing to contract with Community Family Guidance Center for performing counseling services for families and juvenile residents of the City of Lakewood and believes that providing counseling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

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

### **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with Community Family Guidance Center to provide counseling services to the residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director VF  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager



AGREEMENT  
FOR  
SERVICES

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

WITNESSETH:

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

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

WHEREAS, the GRANTEE has allocated \$9,000 in the 2020-2021 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, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$9,000 to Community Family Guidance to provide mental health services to alleviate the trauma of child abuse and mental illness to 90 individuals between July 1, 2020 and June 30, 2021.

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

The SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

## 3. LEVEL OF SERVICES

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

## 4. PERFORMANCE BY SUBRECIPIENT

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

## 5. COMPENSATION AND METHOD OF PAYMENT

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

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$750.00 per month, or \$9,000.00 for fiscal year 2020-2021. 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 journeymen; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## 30. SECTION 3

### A. Compliance

For federal assistance in excess of \$200,000 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

### B. Section 3 Clauses

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

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



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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

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

The SUBRECIPIENT certifies that:

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

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

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

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

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

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

COMMUNITY FAMILY GUIDANCE  
CENTER

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE  
CITY OF LAKEWOOD AND COMMUNITY FAMILY  
GUIDANCE CENTER PROVIDING COUNSELING SERVICES  
FOR FAMILIES AND JUVENILE RESIDENTS OF THE CITY  
OF LAKEWOOD FOR THE FISCAL YEAR 2020-2021

WHEREAS, the City is desirous of contracting with Community Family Guidance Center for the performance of counseling services for families and juvenile residents of the City of Lakewood; and

WHEREAS, Community Family Guidance possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

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

WHEREAS, the City has allocated \$9,000 in the 2020-2021 budget for the purpose of providing intake and assessment, individual therapy for children and parents, group therapy, family therapy, parent education classes, and other counseling services to residents of the City;

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and Community Family Guidance Center, a non-profit corporation, for counseling services for families and juvenile residents of the City of Lakewood is hereby renewed for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

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

ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2020.

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

COMMUNITY FAMILY GUIDANCE CENTER

By \_\_\_\_\_

Title \_\_\_\_\_

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Human Services Association Agreement

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

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


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

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

### **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with the Human Services Association to provide congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

AGREEMENT  
FOR  
SERVICES

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

WITNESSETH:

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

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

WHEREAS, the GRANTEE has allocated \$9,000 in the 2020-2021 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, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$9,000 to Human Services Association to provide congregate meals to 75 frail and isolated senior citizens in order to assist them to remain in their homes and sustain a safe and manageable level of nutritional health in order to prevent institutionalization between July 1, 2020 and June 30, 2021.

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

The SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

## 3. LEVEL OF SERVICES

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

## 4. PERFORMANCE BY SUBRECIPIENT

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



## 5. COMPENSATION AND METHOD OF PAYMENT

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

For and in consideration of said services, the City shall pay the SUBRECIPIENT a maximum of \$5.00 for each unit of service provided by the SUBRECIPIENT, including labor, materials, supplies and equipment in supplying said services. It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$750.00 per month, or \$9,000.00 for fiscal year 2020-2021. 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 journeymen; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

#### 30. SECTION 3

##### A. Compliance

For federal assistance in excess of \$200,000 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. 2020-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD RENEWING THE AGREEMENT BETWEEN THE  
CITY OF LAKEWOOD AND THE HUMAN SERVICES  
ASSOCIATION (HSA) TO PROVIDE SERVICES FOR SENIOR  
ADULT RESIDENTS OF THE CITY OF LAKEWOOD FOR THE  
FISCAL YEAR 2020-2021

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

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

WHEREAS, the City has allocated the sum of \$9,000 in the 2020-2021 budget for this service;

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and the Human Services Association, a community non-profit corporation, that will provide services, including congregate home delivered meals for senior residents of the City of Lakewood is hereby renewed for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

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

ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2020.

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Mayor

ATTEST:

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

HUMAN SERVICES ASSOCIATION

By \_\_\_\_\_

Title \_\_\_\_\_

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Lakewood Meals on Wheels Agreement

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

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

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

### **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with Lakewood Meals on Wheels to provide services to the residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director   
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

AGREEMENT  
FOR  
SERVICES

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

WITNESSETH:

WHEREAS, the City is desirous of contracting with the Subrecipient for the performance of hereinafter described home delivered meals to frail residents of the City of Lakewood; and

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

WHEREAS, the GRANTEE has allocated \$10,500 in the 2020-2021 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, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$10,500 to Meals on Wheels to help a minimum of 105 frail residents remain in their homes by providing home delivered meals between July 1, 2020 and June 30, 2021.

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

The SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

## 3. LEVEL OF SERVICES

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

## 4. PERFORMANCE BY SUBRECIPIENT

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

## 5. COMPENSATION AND METHOD OF PAYMENT

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

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$875.00 per month, or \$10,500.00 for fiscal year 2020-2021. 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 journeymen; provided, that if wage rates higher than those required under the regulations are imposed by State and local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## 30. SECTION 3

### A. Compliance

For federal assistance in excess of \$200,000 and contracts or subcontracts in excess of \$100,000, compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Contract and binding upon the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the GRANTEE, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

### B. Section 3 Clauses

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

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

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

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

The SUBRECIPIENT certifies that:

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

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

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Lakewood Meals on Wheels  
5510 Clark Avenue  
Lakewood, CA 90712

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

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

LAKEWOOD MEALS ON WHEELS

By \_\_\_\_\_

\_\_\_\_\_  
Title



RESOLUTION NO. 2020-31

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 2020-2021

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 2020-2021 budgeted \$10,500 to reimburse Lakewood Meals on Wheels for payments made for travel to volunteers performing these services for said Meals on Wheels and for meal cost subsidy for low-income Lakewood residents.

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

SECTION 1. That certain agreement entitled "Agreement for Services," between the City of Lakewood, a municipal corporation, and Lakewood Meals on Wheels, a non-profit corporation, providing meals for convalescent, elderly and handicapped residents of the City of Lakewood, is hereby renewed for the fiscal year 2020-2021 commencing July 1, 2020 and ending June 30, 2021.

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

ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2020.

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

LAKEWOOD MEALS ON WHEELS

By \_\_\_\_\_

Title \_\_\_\_\_

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Pathways Volunteer Hospice Agreement

### **INTRODUCTION**

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

### **STATEMENT OF FACT**

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

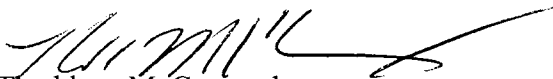
The city entered into an agreement with Pathways Volunteer Hospice in 1995 and the city has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and serves the general welfare and public benefit. The city is desirous of continuing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

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

### **RECOMMENDATION**

Staff recommends that the City Council approve the Agreement with Pathways Volunteer Hospice to provide services to the residents of Lakewood for the period of July 1, 2020 to June 30, 2021.

Valarie Frost, Director VF  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

AGREEMENT  
FOR  
SERVICES

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

WITNESSETH:

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

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

WHEREAS, the GRANTEE has allocated \$9,000 in the 2020-2021 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, 2020 and ending June 30, 2021. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. The SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

The GRANTEE has allocated \$9,000 to Pathways Volunteer Hospice to provide free direct client services to a minimum of 30 individuals facing end of life, aging, and/or bereavement issues between July 1, 2020 and June 30, 2021.

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

The SUBRECIPIENT shall complete the project no later than June 30, 2021. This Contract does not reimburse any expenditure(s) incurred by the SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

## 3. LEVEL OF SERVICES

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

## 4. PERFORMANCE BY SUBRECIPIENT

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

## 5. COMPENSATION AND METHOD OF PAYMENT

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

It is further agreed that the total cost to be paid by the GRANTEE shall not, in any event, exceed \$750.00 per month, or \$9,000.00 for fiscal year 2020-2021. No payment shall be made by the GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of the GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by the GRANTEE. The SUBRECIPIENT agrees to make available to the Director of Finance, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as the GRANTEE may require to substantiate the need for payment by the GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

## 6. REVENUE DISCLOSURE REQUIREMENT

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

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

#### 7. JOINT FUNDING AND COST ALLOCATION PLAN

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

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

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

#### 10. SUPPLIES AND OTHER EXPENDABLE PERSONAL PROPERTY

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

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

#### 11. PROCUREMENT

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

#### 12. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY OR EQUIPMENT

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

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

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

#### 14. PROGRAM INCOME

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

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

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

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

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

#### 15. MONITORING

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



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

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

## 16. FINANCIAL MANAGEMENT

### A. Records to be Maintained

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

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

### B. Record Retention

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

### C. Disclosure

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

**D. Property Records**

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

**E. Close-Outs**

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

**F. Audit and Inspections**

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

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

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

**17. TERMINATION AND TERMINATION COSTS**

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

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

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

#### 18. REVERSION OF ASSETS

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

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

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

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

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

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing

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

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

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

C. 24 CFR Part 570.603 – Labor Standards

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

D. 24 CFR Part 570.604 - Environmental Standards

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

E. 24 CFR Part 570.605 - National Flood Insurance Program

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

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

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

G. 24 CFR Part 570.607 - Employment and Contracting Opportunities

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

H. 24 CFR Part 570.608 – Lead Based Paint

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

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

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

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

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

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

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

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

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

#### 24. ATTORNEY'S FEES

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

#### 25. HOLD HARMLESS

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

#### 26. INDEMNIFICATION

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

#### 27. INSURANCE REQUIREMENTS

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

##### A. Worker's Compensation

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

##### B. Comprehensive General and Automobile Liability Insurance

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



C. Additional Named Insurance

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

D. Policies Primary and Non-Contributory

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

E. Proof of Coverage

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

F. Insurance Review

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

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

28. ENVIRONMENTAL CONDITIONS

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

A. Clean Air and Water

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

## 29. LABOR STANDARDS

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

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

## 30. SECTION 3

### A. Compliance

For federal assistance in excess of \$200,000 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:

Pathways Volunteer Hospice  
4645 Woodruff Avenue  
Lakewood, CA 90713

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

ATTEST:

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

PATHWAYS VOLUNTEER HOSPICE

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD RENEWING AN AGREEMENT BETWEEN THE  
CITY OF LAKEWOOD AND THE PATHWAYS VOLUNTEER  
HOSPICE, INC. PROVIDING SERVICES FOR TERMINALLY  
ILL RESIDENTS OF THE CITY OF LAKEWOOD FOR THE  
FISCAL YEAR 2020-2021

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

WHEREAS, Pathways Hospice possesses the manpower, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City Council has determined that providing case management, volunteer supervision and bereavement services to Lakewood residents is a public purpose, and for the general welfare and public benefit;

WHEREAS, the GRANTEE has allocated \$9,000.00 in the 2020-2021 budget for the purpose of providing services to terminally ill residents of the City of Lakewood and support services to their family members; and

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

SECTION 1. That certain agreement entitled "Agreement for Services for the Terminally Ill," between the City of Lakewood, a municipal corporation, and the Pathways Volunteer Hospice, Inc., a community non-profit charitable service, for services for the terminally ill residents of the City of Lakewood is hereby renewed for the fiscal year 2020-2021, commencing July 1, 2020 and ending June 30, 2021.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Amendment to Agreement by and on behalf of the City of Lakewood. Said Amendment to Agreement shall be effective when approved by Pathways Volunteer Hospice, Inc.

ADOPTED AND APPROVED THIS 9TH DAY OF JUNE, 2020.

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Mayor

ATTEST:

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

ACCEPTANCE BY PATHWAYS VOLUNTEER HOSPICE, INC.

THE UNDERSIGNED, being the \_\_\_\_\_ of PATHWAYS VOLUNTEER HOSPICE, INC., a non-profit corporation, does hereby certify and state that they are authorized and directed to accept this Amendment to Agreement by and on behalf of the Pathways Volunteer Hospice, Inc., and that Pathways Volunteer Hospice, Inc., does hereby agree to the extension of said agreement for the fiscal year 2020-2021 as set forth in said agreement and this resolution.

PATHWAYS VOLUNTEER HOSPICE, INC.

By \_\_\_\_\_

Title \_\_\_\_\_



## **COUNCIL AGENDA**

June 9, 2020

**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 eight (8) 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, 2021, in an amount not-to-exceed \$23,100 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa A. Rapp

Director of Public Works



Thaddeus McCormack

City Manager

RENEWAL OF AGREEMENT FOR  
TELECOMMUNICATION SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
ABILITA LA

Per Section 5 of the Agreement dated July 1, 2014, the undersigned agree to extend the agreement for telecommunication services dated the 1<sup>st</sup> day of July 2014 under the same terms and conditions for one year commencing July 1, 2020 and ending June 30, 2021 except as further amended as follows.

1. Revise Section II, Compensation for Services. CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. Said compensation shall be \$1,925. SERVICE PROVIDER shall submit invoices to the Director of Public Works for approval prior to authorization of payment and upon implementation of recommendations under this Agreement shall not exceed \$23,100 per year.

Dated the 9th day of June 2020.

ABILITA

CITY OF LAKEWOOD

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MAYOR

APPROVED AS TO FORM:

ATTEST:

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CITY ATTORNEY

CITY CLERK

## **COUNCIL AGENDA**

June 9, 2020

**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**

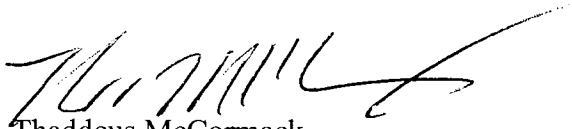
The City is in need of the part-time services of an HVAC system maintenance company to inspect, repair and maintain various heating and cooling equipment at several city facilities. Aire Rite maintains the HVAC and refrigeration equipment in a cost-effective manner, evaluates the city's HVAC and refrigeration 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, 2021, in an amount not to exceed \$110,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN CITY OF LAKEWOOD AND  
AIRE RITE AIR CONDITIONING AND REFRIGERATION, INC.

The Agreement dated June 27, 2017, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for On Call services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2020, and ending June 30, 2021.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.  
Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

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

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## **COUNCIL AGENDA**

June 9, 2020

**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, 2021, 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 1<sup>st</sup> day of July 2001 under the same terms and conditions for one year commencing July 1, 2020 and ending June 30, 2021 except as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the 2019 Fee Schedule for services actually rendered."

Dated the 9th day of June, 2020.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
Steve Skolnik, City Attorney

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Approve Extension of Hardscape Maintenance Agreement with CJ Construction

### **INTRODUCTION**

CJ Construction, Inc. provides hardscape maintenance services to the City. These services include removal and replacement of damaged sidewalk, curb, gutter, and access ramps. In some cases, removal and replacement of asphalt is also necessary due to curb and gutter maintenance.

### **STATEMENT OF FACT**

The City is in need of the part-time services of a hardscape maintenance contractor and CJ Construction, Inc. has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

CJ Construction, Inc. has provided hardscape maintenance services for the City in a very professional and cost effective manner.


The budgeted amount for hardscape work is generally about \$500,000. CJ Construction also does hardscape work on pavement rehab projects that are funded with transportation funds.

The Agreement with CJ Construction entitles them to a price increase based on the April to April CPI for this area. CJ Construction has agreed to forego this CPI increase.

### **RECOMMENDATION**

That the City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2021, 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 14<sup>th</sup> day of December 2004 under the same terms and conditions for one year commencing July 1, 2020 and ending June 30, 2021 except as amended and as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein. (Note that the prices shown reflect the same prices as FY 19-20)

Dated the 9<sup>th</sup> day of June 2020.

CJ CONSTRUCTION, INC.

CITY OF LAKEWOOD

\_\_\_\_\_  
John Sarno, President

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
Steve Skolnik, 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, 2021. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Unit Price</b>
1	Target Area: R&R Sidewalk (4-inch)	SF	\$6.57
2	Target Area: R&R Curb & Gutter	LF	\$39.40
3	Target Area: R&R Driveway Approach (6-inch)	SF	\$6.57
4	Target Area: R&R Asphalt Pavement	SF	\$5.25
5	Target Area: R&R Curb Ramp	EA	\$2,428.26
6	Isolated Locations: R&R Sidewalk (4-inch)	SF	\$6.57
7	Isolated Locations: R&R Curb & Gutter	LF	\$39.40
8	Isolated Locations: R&R Driveway Approach (6-inch)	SF	\$6.57
9	Isolated Locations: R&R Asphalt Pavement	SF	\$5.25
10	Isolated Locations: R&R Curb Ramp	EA	\$2,428.26

## COUNCIL AGENDA

June 9, 2020

**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

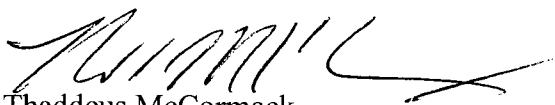
The City is in need of the part-time services of a roofing inspection and consulting services company to inspect and provide recommendations for maintenance of roofing systems installed at various city facilities. D7 Consulting Inc. are qualified to perform this service. They have provided such services 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.

### 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, 2021, in an amount Not-To-Exceed \$55,000, and authorize the Mayor and City Clerk to sign the agreement in a form as approved by the City Attorney.

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, 2020, and ending June 30, 2021.

The Agreement of June 11, 2019, is reaffirmed in all other aspects, except as amended herein.  
Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
D7 CONSULTING, INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Approve Amendment of On-Call Architectural Services Agreement  
With Dahlin Group

### **INTRODUCTION**

Dahlin Group has been successfully assisting the City with consulting Architectural Services since December of 2018. They offer a wide array of project experience, in particular park and civic buildings. They are currently assisting the City with an ADA improvement project. Staff recommends amending the on-call agreement with Dahlin Group.

### **STATEMENT OF FACT**

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

Dahlin Group has provided architectural planning, design and engineering services for the City in a very professional and cost effective manner. This amendment updates their standard hourly rates for the upcoming fiscal year.

### **RECOMMENDATION**

Staff recommends that the City Council:

That the City Council amend the on-call architectural services agreement with Dahlin Group, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ON-CALL ARCHITECTURAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND DAHLIN GROUP

The Agreement dated December 11, 2018 as amended is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read “For consideration of the Architectural services performed by the Architect and when approved by the City, the City agrees to pay to the Architect on a time and material basis, at a rate determined by the Schedule of standard hourly rates dated 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 9<sup>th</sup> day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
Gregor Markel  
DAHLIN GROUP

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



EXHIBIT A

## 2020 BASIC HOURLY RATE SCHEDULE

President, Vice President, Founder	\$300
Principal, Director, Senior Principal	\$200 - \$250
Senior - Architect, Project Manager, Planner, Designer, Interior Designer	\$170 - \$190
Architect, Project Manager, Planning Manager, Designer, Senior Graphics Manager	\$150 - \$160
Job Captain, Planner, Interior Designer	\$125 - \$140
Designer/Drafter	\$100 - \$115
Administration	\$85 - \$100

Rates effective through December 31, 2020 and may be adjusted annually

## **COUNCIL AGENDA**

June 9, 2020

**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 \$42,000 per year. Dekra-Lite has provided lighting and equipment in six prior fiscal years and has performed in a satisfactory manner.

### **RECOMMENDATION**

Staff recommends that the City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one year period ending June 30, 2021, in an amount not to exceed \$42,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN CITY OF LAKEWOOD AND  
DEKRA-LITE INDUSTRIES, INC.

The Agreement dated June 28, 2016, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2020, and ending June 30, 2021.

The Agreement of June 28, 2016, is reaffirmed in all other aspects, except as amended herein.  
Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
DEKRA-LITE INDUSTRIES, INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



## COUNCIL AGENDA

June 9, 2020

**TO:** Honorable Mayor and City Council

**SUBJECT:** Professional Services Agreement (PSA) for Water Storage Facility Inspection and Maintenance

### INTRODUCTION

The State Water Resources Control Board Division of Drinking Water (DDW) mandates that the City of Lakewood conduct an interior inspection of water storage tanks routinely. The City relies on the long-term partnership with Dive/Corr Inc. to provide this service.

### STATEMENT OF FACT

A bid secured on April 30, 2020 provides the City with an opportunity to retain a trusted service provider at a price equal to the contract price for the last two fiscal years.

FY 2020/21

- Inspect and Clean Reservoir 3 at Plant 4

FY 2021/22

- Inspect and Clean Reservoirs 1,2,3,4, and 5 at Plant 13

The existing contract with Dive/Corr Inc. is scheduled to end on June 30, 2020; therefore, staff recommends entering into a new contract for FY 2021 & FY 2022, for an amount not to exceed \$24,000 per fiscal year.


### FISCAL IMPACT

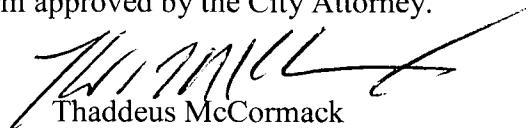
Funds are proposed in Operating Account 75008000-55380 Maintenance/Operation of Equipment with an allocation of \$24,000 in each fiscal year of 2020/21 and 2021/22.

### RECOMMENDATION

Staff recommends that the City Council:

- A. Award a contract to Dive/Corr Inc. of Long Beach, CA for Water Storage Facility Inspection and Maintenance;
- B. Authorize the Mayor to sign the contract in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**AGREEMENT  
FOR PROFESSIONAL SERVICES  
FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE**

THIS AGREEMENT, made and entered into on June 9, 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DIVE/CORR, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, the CITY desires to retain the SERVICE PROVIDER for inspection and maintenance services in connection with the work hereafter described; and

WHEREAS, the SERVICE PROVIDER has the necessary skills and qualifications and licenses required by law to perform the professional services required under this Agreement in connection with said work; and

WHEREAS, the City Council at a regular meeting held on June 9, 2020 authorized the Mayor and the City Clerk to enter into this Agreement; and

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

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:
  - A. Service Provider. SERVICE PROVIDER shall mean:  
DIVE/CORR, Inc.  
PO Box 30427  
Long Beach, CA 90853  
562.439.8287  
Fax: 562.438.7151
  - B. City. CITY shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - D. Services. Services shall mean the professional services to be performed by the SERVICE PROVIDER pursuant to this Agreement.
  - E. Work. Work shall mean the inspection and maintenance of the water storage reservoirs/tanks for which the professional services are hereby

authorized.

2. SCOPE OF SERVICES. SERVICE PROVIDER agrees to provide for the CITY at its own cost and expense when requested by the CITY those services set for in the SERVICE PROVIDER'S written proposal dated April 30, 2020, attached hereto and made a part hereof as though set forth in full.

The SERVICE PROVIDER understands and agrees that completion of said work requires entry into confined spaces and therefore SERVICE PROVIDER shall follow all state and federal safety regulations regarding confined space entry. SERVICE PROVIDER shall submit a copy of its confined space entry program to the CITY prior to the commencement of work. SERVICE PROVIDER shall make available to CITY all written confined space permits, entry logs and hot work permits associated with work in connection with this Agreement.

3. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The SERVICE PROVIDER agrees to diligently and reasonably pursue the performance of the services required by him by this Agreement and that said services shall be completed within thirty (30) calendar days from the date of the Notice to Proceed.

4. COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay to the SERVICE PROVIDER a sum not to exceed \$24,000 in each fiscal year of 2020/21 and 2021/22 on a time and material basis, at a rate determined by the attached proposal, for services actually rendered.

The aforementioned consideration shall be paid to the SERVICE PROVIDER upon completion of each phase and submission of the SERVICE PROVIDER'S statement of time expended and the applicable rate to be charged to the Director of Water Resources. No payment shall be made until the aforementioned work has been certified by the Director of Water Resources as having been completed in accordance with the applicable rate.

5. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that SERVICE PROVIDER has been retained, at its request, as an independent contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. SERVICE PROVIDER acknowledges the independent contractor relationship and releases the CITY from any liability or obligation to make deductions or withholding from his compensation in respect to unemployment, income taxes, disability, social security, health or pension matters.

SERVICE PROVIDER acknowledges his independent contractor's status in performing said services, and agrees to bear the risk of property damage or loss

to any property arising out of the work site, the place to work, or duties bestowed on SERVICE PROVIDER pursuant to this Agreement, and does hereby release CITY, its officers and personnel from any liability to SERVICE PROVIDER for any loss or damage thereby incurred, except where said loss or damage was caused by CITY.

In the performance of this agreement, SERVICE PROVIDER shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

6. TERMINATION. The CITY may terminate this Agreement at any time by giving the SERVICE PROVIDER at least fourteen (14) days prior written notice. In the event of termination, the CITY shall pay the SERVICE PROVIDER the total value of the services of the SERVICE PROVIDER to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until June 30, 2022.
7. TERM. This agreement shall be effective as of the first date set forth above and shall remain in full force and effect until June 30, 2022, unless terminated as otherwise provided in this Agreement.
8. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, SERVICE PROVIDER shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the CITY.
9. OWNERSHIP OF DOCUMENTS. It is further agreed by and between the parties hereto that the CITY shall have full, complete and absolute title to all reports, cost estimates, and video logs prepared by the SERVICE PROVIDER pursuant to this Agreement, regardless of the state of completion thereof. It is further agreed by and between the parties that the CITY may make full and complete use of said materials so prepared for the CITY as it desires, and within its own discretion without any liability of any kind whatsoever to the SERVICE PROVIDER other than payment of compensation as provided in this Agreement.

Originals of estimates, field notes and calculations prepared by the SERVICE PROVIDER shall be and remain the property of the SERVICE PROVIDER. The use by the CITY of the aforementioned documents, title to which is vested in the CITY pursuant to this paragraph, in any subsequent project in which the SERVICE PROVIDER has not been retained, shall be at the sole risk and

responsibility of the CITY, and the SERVICE PROVIDER shall not be responsible to the CITY for any errors or omissions in respect to said materials.

10. LIABILITY. The SERVICE PROVIDER at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the CITY, insurance or a Certificate of Insurance which shall evidence the fact that the SERVICE PROVIDER has in full force and effect a comprehensive personal injury and property damage policy protecting the SERVICE PROVIDER and the CITY from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI: Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000 (general aggregate) \$2,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000; and Worker's compensation-Statutor. Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the CITY thereof and shall name the CITY as an additional insured.

SERVICE PROVIDER certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

11. INDEMNITY. SERVICE PROVIDER shall indemnify and save CITY, its officers and employees, harmless from any suits, claims or actions brought by any person or persons, including his agents or employees, for or on account of any injuries or damages or other loss, cost or expense caused by the negligent or wrongful act or omission of SERVICE PROVIDER, his agents and employees, or his subcontractors and the agents and employees thereof, arising out of the services to be performed by SERVICE PROVIDER pursuant to this Agreement.
12. ASSUMPTION OF RISK. SERVICE PROVIDER does hereby assume all risks to himself, his personnel, subcontractors and agents, and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by SERVICE PROVIDER and said SERVICE PROVIDER further releases CITY, its officers and employees, from any liability therefor.
13. PREVAILING RATE OF WAGES. CITY has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining

agreement applicable to the particular craft, classification or type or workmen employed on the project. Copies of the prevailing rate of per diem wages are on file at the Public Works office, City Hall, and are available to any interested party upon request. Referenced hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the contractor shall pay not less than the minimum thereof.

14. SAFETY. SERVICE PROVIDER shall be solely responsible for the safety of his employees. SERVICE PROVIDER shall develop and maintain an Injury and Illness Prevention Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." SERVICE PROVIDER shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. SERVICE PROVIDER shall maintain all OSHA 300 logs and records, and make them available for inspection upon request by the City.
15. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the CITY to any course of conduct other than its obligation hereunder to pay SERVICE PROVIDER for said services as rendered. It is understood CITY reserves complete right within its discretion to reject all or any part of any recommendation made to it or submitted by said SERVICE PROVIDER, and in that regard the only responsibility of the CITY shall be to pay said SERVICE PROVIDER for services as rendered. It is further understood that acceptance herein by the CITY of any recommendation by the SERVICE PROVIDER shall be for the purpose of compensating the SERVICE PROVIDER only, and shall not be binding on the CITY as to any further course of action. CITY reserves the right to authorize additional, other independent SERVICE PROVIDER services, and it is agreed that SERVICE PROVIDER does not have any exclusive rights to said services for CITY.
16. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

**TO CITY:**  
City of Lakewood  
5050 Clark Ave.  
Lakewood, California 90712

**TO SERVICE PROVIDER:**  
DIVE/CORR, Inc.  
PO Box 30427  
Long Beach, CA 90853

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

CITY OF LAKEWOOD

By \_\_\_\_\_  
Mayor

ATTEST:

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

SERVICE PROVIDER:

By: \_\_\_\_\_  
DIVE/CORR, Inc.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Assigned to the Director of Water Resources

# DIVE/CORR, INC

INDUSTRIAL INSPECTION AND PHOTOGRAPHY SERVICES

P O BOX 30427

LONG BEACH, CA 90853

OFFICE 562-439-8287

FAX 562-438-7151

CITY OF LAKEWOOD

DATE: 04/30/20

5050 N CLARK AVENUE

LAKEWOOD, CA 90712

QUOTE: 2048

ATTN: MR. Derwin Dy

QUOTE FOR UNDERWATER WORK AT THE FOLLOWING SITES FOR FYS 2020-2022

QUOTE FOR UNDERWATER WORK AT THE FOLLOWING SITES FOR FY 2020-2021  
PROPOSED SCOPE OF WORK TO BE AS FOLLOWS:

INSPECT AND CLEAN RESERVOIRS #3 AT PLANT 4

Sediment will be removed using vacuum hose and a trash pump. Dive/Corr, Inc will have 200' of exit hose. Silt will be deposited in roll-off bins provided by the City of Lakewood. All run-off water to be filtered and dechlorinated by Dive/Corr, prior to leaving the site. Filter bags and equipment to be provided by Dive/Corr, Inc.

MONITOR CRACKING IN PLANT 4 RESERVOIR #3 IDENTIFIED IN 2017

COST \$22,460.00

QUOTE FOR UNDERWATER WORK AT THE FOLLOWING SITES FOR FY 2021-2022  
PROPOSED SCOPE OF WORK TO BE AS FOLLOWS:

PLANT 13 RESERVOIRS #1/#2/#3/#4/#5

CLEAN RESERVOIRS #1/2/3/4/5 AT PLANT 13

Sediment will be removed using vacuum hose and a trash pump. Dive/Corr, Inc will have 200' of exit hose. Silt will be deposited in roll-off bins provided by the City of Lakewood. All run-off water to be filtered and dechlorinated by Dive/Corr, prior to leaving the site. Filter bags and equipment to be provided by Dive/Corr, Inc.

COST \$23,370.00

SINCERELY,

DAN GROSS

CHIEF INSPECTOR



## COUNCIL AGENDA

June 9, 2020

**TO:** Honorable Mayor and City Council

**SUBJECT:** First Amendment to Professional Services Agreement (PSA) for  
On-Call Emergency Utility Repairs

### INTRODUCTION

On June 12, 2018, the City Council awarded a contract to Doty Bros. Construction (DBCC) for On-Call Emergency Utility Repairs. The contract with DBCC is scheduled to end on June 30, 2020; therefore, staff recommends extending the contract to June 30, 2022 per the stated renewal terms of the original agreement approved on June 12, 2018

### STATEMENT OF FACT

The contract with DBCC allows for contracting services to assist in the emergency repair of water pipelines and facilities. These services may include supplementing City personnel, materials and equipment required to take immediate action necessary to prevent a system outage, restore services to normal operating conditions and to maintain services during such an emergency. To date, DBCC has been readily available for on-call emergency utility repairs and has therefore fulfilled their existing contract with the City of Lakewood. Therefore, staff recommends extending the existing contract to June 30, 2022 per the stated renewal terms of the original contract.

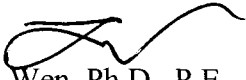
### FISCAL IMPACT

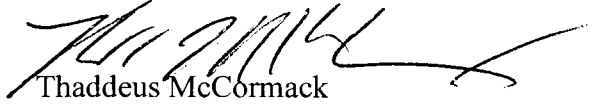
It is estimated that labor costs will rise no more than 3% and equipment costs will stay at the same level as the previous contract. Services will be performed on a time and materials basis, with any expenditures more than \$20,000 for an individual repair project requiring a separate City Council action in accordance with the City's Purchasing Policy.

### RECOMMENDATION

Staff recommends that the City Council:

- A. Approve the First Amendment to Professional Services Agreement with DBCC to extend the existing contract to June 30, 2022;
- B. 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  
WATER STORAGE FACILITY INSPECTION AND MAINTENANCE**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 9, 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DOTY BROS. CONSTRUCTION, sometimes hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, on June 12, 2018, the CITY and CONTRACTOR entered into an Agreement entitled "PROFESSIONAL SERVICES FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE"; and

WHEREAS, the CITY and CONTRACTOR 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 CONTRACTOR for any successive two-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Mayor

CONTRACTOR

By: \_\_\_\_\_  
Doty Bros. Construction

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 9 , 2020

**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, 2021.

### **RECOMMENDATION**

It is the recommendation of staff that the City Council authorize an extension through June 30, 2021, of the agreement with ECS Imaging, Inc. for maintenance and support of the Laserfiche system in an amount not to exceed \$10,667, and authorize the Mayor to execute an amendment to the agreement subject to the approval of the City Attorney.

  
Jo Mayberry  
City Clerk

  
Thaddeus McCormack  
City Manager

AMENDMENT TO AGREEMENT  
WITH ECS IMAGING, INC.

THIS AMENDMENT is entered into this 11th day of June, 2019, by and between the City of Lakewood, a municipal Corporation (hereinafter referred to as "City") and ECS Imaging, Inc., (hereinafter referred to as "Integrator").

WHEREAS, City and Integrator entered into an Agreement dated November 30, 2000, for maintenance and support of the City's LaserFiche Document Imaging System; and

WHEREAS, the term of the Agreement has previously been extended for additional one year periods.

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

1. Integrator agrees to provide to CITY, annual support for the LaserFiche Document Imaging System, including installation of upgrades and telephone/on-site support as specified in Attachment A.

2. The term of the agreement shall be extended through June 30, 2021.

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 9th day of June, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:

ECS IMAGING, INC.

\_\_\_\_\_  
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 #
6/2/2020	10265

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

Ship To
City of Lakewood Jo Mayberry *EMAIL INVOICES*

Due Date	P.O. No.	Terms	Rep	Phone
7/2/2020	Annual Renewal	Net 30	Debbi	949-355-1148

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 Priority Support consists of 20 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time, beginning 07/03/2020 and expiring 07/02/2021. 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. Support hours are 7:30 am – 5:00 pm, Monday – Friday PST. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1	3,000.00	3,000.00
Canon DR-M1060 1yr eCarePak Warranty S/N: GQ301134 -Coverage 07/23/20-07/22/21 --Water Department	1	295.00	295.00
Canon DR-M1601l 1 Yr eCarePak Warranty S/N: GXY01990 Coverage: 09/30/20-09/29/21	1	89.00	89.00
Canon Flatbed Unit 102 1 Yr eCarePak Warranty S/N: HJ300200 Coverage: 10/12/20-10/11/21	1	75.00	75.00
**Your organization LSAP's expire on 07/02/2020-Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP-support may be effected if your payment is not received in our office at least 7 days prior to the expiration date**		0.00	0.00

LSAP= Laserfiche Software Assurance Plan includes product updates and enhancements for 12 months.

**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 #
6/2/2020	10265

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

Ship To
City of Lakewood Jo Mayberry *EMAIL INVOICES*

Due Date	P.O. No.	Terms	Rep	Phone
7/2/2020	Annual Renewal	Net 30	Debbi	949-355-1148

Description	Qty	Rate	Total
All Software, Licenses and Updates will be downloaded from the Laserfiche website.		0.00	0.00
LSAP= LaserFiche Software Assurance Plan includes product updates and enhancements for 12 months.		<b>Subtotal</b>	\$10,667.00
		<b>Sales Tax (8.75%)</b>	\$0.00
		<b>Total</b>	\$10,667.00

## COUNCIL AGENDA

June 9, 2020

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

**SUBJECT:** Approve Amendment to Appendix B for Refuse Collection with EDCO Waste Services

### INTRODUCTION

EDCO Waste Services provides automated curbside recycling and refuse collection in Lakewood. The compensation for this service is adjusted annually with a contractually agreed payment adjustment. An amendment to the contract includes a revised Appendix B for refuse collection and recycling services. The changes to Appendix B reflect an 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.

### 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, 2020 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 5.3%, or \$1.14 per month, from \$21.56 to \$22.70 per month. The Committee approved providing the Prop 218 notice of the 5.3% increase estimate. The revised EDCO contract rates for SFR services included in the attached Appendix B is consistent with the noticed rate increase. The Prop 218 notice stated that there would be a public hearing at the City Council meeting on June 23, 2020 to consider the SFR rate, after which, the City Council can consider final action on the proposed rate.

### RECOMMENDATION

Staff recommends that the City Council approve the 2020 amendment to Appendix B with EDCO Waste Services, LLC and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

The Agreement dated April 28, 2009, as previously amended, is hereby amended to replace Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2019 with Appendix B, CITY OF LAKEWOOD RATE SCHEDULE, effective July 1, 2020.

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

Date the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
EDCO WASTE SERVICES, LLC

\_\_\_\_\_  
Mayor

ATTEST

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**Appendix B**  
CITY OF LAKEWOOD RATE SCHEDULE  
Effective July 1, 2020

**RESIDENTIAL COLLECTION SERVICES**

Service	Agreement Reference	CONTRACTOR Fee or Payment	
Fiscal Year 2019-20			
Single Family Residential Collection “Base Rate”	8. A.	\$421,744.83	Per Month
Residential Units			
Base Number on January 1, 2019	8. A.	22,769	Residential Billing equivalent <sup>(1)</sup>
Residential Unit Adjustment Factor	8. A.	\$18.5228	Per Unit Residential Billing equivalent
Fiscal Year 2020-21			
Residential Units Demolished	8. A.	6	
Residential Units Constructed	8. A.	10	
Base Number on January 1, 2020	8. A.	22,773	
Blended Escalation Rate		5.4765%	
Residential Billing Adjustment Factor	8. A.	\$19.5372	
Single Family Residential Collection “Base Rate”	8. A.	\$444,919.81	Per Month
Extra recycling cart		No charge	
Extra refuse cart		\$3.50	Per unit per month <sup>(2)</sup>
Extra green waste cart (beyond three)		\$3.50	Per unit per month <sup>(2)</sup>
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 an annual percentage adjustment on the first day of each fiscal year. The adjustment shall be applied to the "base rate" in two components, with the service component shall be adjusted in an amount directly related to the increase or decrease in the "Los Angeles-Long Beach All Urban Consumer Price Index January to January". The tipping fee component shall be adjusted in an amount directly related to the increase or decrease of an average of the tipping fee rates for municipal solid waste at SERRF, Puente Hills, and EDCO Signal Hill Transfer Station on January 1st of every year as compared to the average of those rates on January 1st of the prior year.

<sup>(1)</sup> The number of Residential Units for 2019 equivalent reflects a complete count of all small (2-4 unit) multi-family Residential Units; rather than Residential Billing Accounts, which combined some of the small multi-family accounts for billing purposes.

<sup>(2)</sup> Minimum three-month commitment from date of delivery of cart.

## COUNCIL AGENDA

June 9, 2020

**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, 2020. 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 2020-21 budget.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

### Attachments

Agreement for Fair Housing Consulting Services

## **AGREEMENT FOR FAIR HOUSING CONSULTING SERVICES**

THIS CONTRACT made and entered into this 9<sup>th</sup> day of June 2020 by and between the City of Lakewood, a municipal corporation hereinafter referred to as "City", and SHARRON C. HILLERY, dba FAIR HOUSING CONSULTANTS, hereinafter referred to as "Consultant", is made with reference to the following facts:

### **W I T N E S S E T H:**

WHEREAS, City desires assistance to provide its citizens with fair housing counseling service; and

WHEREAS, Consultant has substantial expertise in dealing with all facets of housing discrimination and fair housing counseling services; and

WHEREAS, Consultant desires to implement and operate a fair housing counseling program desired by City;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Consultant shall implement and operate a fair housing counseling program for City and its residents as described in Exhibit A, attached hereto and made a part hereof as though set forth in full. If there should be any conflict between this Agreement and Exhibit A, this Agreement shall govern.
2. Consultant, shall whenever necessary to carry out their duties and obligations described hereunder and to properly maintain a fair housing consulting service within the City of Lakewood, occupy, utilize and work out of an office provided for Consultant by City within City at no cost to Consultant for local telephone services and other local services.
3. This Agreement shall be for a term of twelve (12) months commencing July 1, 2020 and ending June 30, 2021 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 remain as to City, a wholly independent contractor, and Consultant's obligations to City are solely such as are prescribed in this Agreement.
9. Consultant shall hold City, its Councilpersons, Commissioners, officers and employees harmless and defend same from any and all actions, claims, demand costs, loss or expenses of any kind or nature whatsoever which may be imposed upon City, its Commissioners, officers or employees, or any of them, arising out of or attributable or connected with the performance of Consultant contemplated hereunder. Consultant shall file and maintain on file with City at all times during the term of this Agreement a Certificate of public liability and property damage insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one accident, and \$50,000 property damage. Said certificate shall name City as an additional insured, and the Certificate of Insurance forms shall be approved by the City Attorney. Such insurance shall not be cancelable without thirty (30) days prior written notice to City.

10. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of City. Any attempted assignment in violation hereof shall be void and of no force and effect, and such assignee shall not acquire any interest therein by reason of such attempted assignment. Consultant shall not subcontract any portion of the intended to or shall be construed as preventing Consultant from employing or firing employees which Consultant may deem necessary to render the performance contemplated.
11. Consultant certifies that no Federal appropriated funds received by it will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, as an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
12. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Consultant shall complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
13. In performing the services herein required of Consultant, Consultant shall deal with all service recipients in a non-discriminatory manner. It is understood and agreed that the function of Consultant under this Agreement is to carry out the work plan set forth in Exhibit A, and as such, the primary goal of Consultant should be, wherever possible, to informally conciliate complaints of alleged illegal discriminatory housing practices processed pursuant to this contract. In all cases, Consultant shall assume a position of neutrality during complaint intake and investigation.
14. It is expressly understood and agreed that Consultant has been retained as an independent contractor as distinguished from an employee or agent of City to perform aforementioned services. Consultant acknowledges the independent contractual relationship and releases City from any liability or obligation to make deductions or withholdings for the compensation of any officer, agent or employee thereof, in respect to unemployment, income tax, disability, social security, health, pension or retirement benefits. It is expressly understood no officer, agent or employee of Consultant shall have any City status or benefit, including health, retirement and workers' compensation benefits.

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

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

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

16. This Agreement may be terminated for cause or for convenience by either party hereto upon a thirty (30) day written notice to the other party. Should such termination occur after Consultant has received payment for services which, in the opinion of City have not been rendered, City reserves the right to require Consultant to reimburse City in a reasonable amount.
17. Should any litigation be commenced between the parties hereto concerning any provision of this Agreement, or the rights and duties of any party relative hereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and actual court costs.
18. Any and all written notices required or authorized to be given under this Agreement shall be deemed duly and properly given to City or Consultant if personally delivered or if mailed first-class United States mail, postage prepaid as follows:

CITY:

City of Lakewood  
Attention: City Clerk  
P.O. Box 158  
5050 N. Clark Avenue  
Lakewood, CA 90712-0158

FAIR HOUSING CONSULTANTS:

P.O. Box 88744  
Los Angeles, CA 90009

Or such other address as with party may from time to time designate in writing to the other. When so given, such notices shall be effective from the date of the mailing of the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first hereinabove written.

CITY OF LAKEWOOD  
A Municipal Corporation

By \_\_\_\_\_  
Mayor

ATTEST:

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

FAIR HOUSING CONSULTANT

By \_\_\_\_\_  
Sharron Hillery

## EXHIBIT A

### Scope of Services

The Fair Housing Consultants will prepare and administer a Fair Housing Counseling program for the City of Lakewood to ensure that all housing consumers are afforded an equal opportunity to rent, lease or purchase housing of their choice within the City of Lakewood without regard to race, religion, color, national origin or sex, familial status, disability, ancestry, marital status, age, sexual orientation, or source of income.

The Landlord/Tenant Counseling Services will be available to all residents and rental property owners of the City of Lakewood. A trained and qualified fair housing consultant will at all times comply with local, state and federal laws and regulations.

1. The Fair Housing Program will consist of several components including fair housing counseling; public outreach/education, and coordination with area lenders and apartment associations, owners and managers to provide fair housing training for their agents, loan officers and on-site property managers. Under this Fair Housing Partnership, these housing industry groups, participate in a Program that ensures compliance with Fair Housing Laws by development of office procedures and policies to provide equal opportunity service for all prospective clients and home seekers; develop real estate advertisement for compliance with the Fair Housing Advertising Policy; coordinate with equal opportunity committee for development of education materials and training courses for real estate licenses, including local real estate publishers of magazines and classified state of the local print media.
2. The Fair Housing Consultants will receive complaints of discriminatory housing practices, investigate and refer to HUD, DFEH or for private litigation, and
  - a. Function as a central source for fair housing information and education;
  - b. Investigate and conciliate housing discrimination complaints; and
  - c. Make referrals to appropriate sources for the formal resolution of discrimination complaints when informal conciliation efforts fail.
3. To implement the Fair Housing Services Program, the Fair Housing Consultants will provide the following services:
  - a. Public Education Publications – The Fair Housing Consultants will prepare within ninety (90) days of contract extensions, fair housing education materials in English and Spanish outlining the objectives, goals and services of the Fair Housing Program. Such materials will be provided to the City in a number no less than 2,000 per fiscal year. Such publication will be readily available to persons visiting City Hall and for distribution to the general public, educational institutions, realtors, landlord/tenant organizations, libraries, governmental and community agencies.



- b. Public Education Media – The Fair Housing Consultants will prepare and distribute news releases for print to the media serving the Lakewood community informing residents of the Fair Housing Program's purposes, events, and services; the first such release to be distributed within ninety (90) days of contract extension, and on a continues basis for each quarter of the Contract and as needed.

The Fair Housing Consultants shall prepare and distribute public service announcements to local rental publications, the Official California Apartment Journal, and the Lakewood Living Newspaper serving the Lakewood community and informing residents of the Fair Housing Program's purposes, events and services

- c. Public Education Speaking – The Fair Housing Consultants will initiate and/or respond to requests for not less than four (4) speaking engagements for Lakewood audiences desirous of learning about the Fair Housing Program's services including but not limited to attending Lakewood's Safety Expo.
- d. Workshops – The Fair Housing Consultants will initiate not less than two (2) education workshops in the CITY. The CITY, its representative and the community will be informed and invited to participate. The housing workshops will also educate property owners and managers on how to comply with the requirements of the basics of rental property management including good management practices to prevent discrimination, tenant selection and screening, coordination with the City's Code Enforcement Program, distribution of landlord's rights and responsibilities and the tenant's rights handbook.
- e. Poster Contest – The Fair Housing Consultants will continue to host the annual poster contest as part of Fair Housing Month in April. Schools in the CITY will be invited to participate with the first, second, and third place contestants being recognized by proclamation at Lakewood Celebrates for Lakewood's Fair Housing Month.
- f. Open House – The Fair Housing Consultants will continue to host the annual Open House during Fair Housing month in April.
- g. Client Services Referral – The Fair Housing Consultants will provide referrals to residents where said assistance can better be provided by another agency or agencies with or without further involvement of the program staff, and promptly refer client to such agency or agencies or to lawyer referral services. To ensure accurate and current services, the Fair Housing Consultants will maintain a resource file/library of pertinent fair housing literature including reports, books, articles, fair housing directory listings and housing related agency listings.
- h. Client Services Complaint Processing – The Fair Housing Consultants will maintain a CITY telephone extension and email address for the assistance of any resident of the CITY desiring to file with the program a bona fide compliant based upon specific allegations of housing discrimination.

- i. Client Complaint Services – The Fair Housing Consultants will intake document, investigate and review allegations of discriminatory housing practices as mandated by HUD's Enforcement Division which includes intake of complaints, investigation for gathering of evidence and facts to support allegations of housing discrimination, testing to support complaints and referral to HUD or private attorney for investigation conciliation or litigation. The Fair Housing Consultants coordinates with the Fair Housing Alliance, Fair Housing Foundation, and Fair Housing of Orange County for testing services. The Fair Housing Consultants agree to provide to the CITY the results of such tests and any recommendation for corrective action deemed necessary by the Fair Housing Consultants.
- j. Client Service Follow-Up – The Fair Housing Consultants will maintain the capability to determine the outcome of all client contact deemed to require such extended program staff monitoring.
- k. Other Housing Counseling and Assistance – The Fair Housing Consultants will provide:
  - 1. Provisions for information on tenant landlord rights.
  - 2. Referral assistance to low- and moderate-income housing consumers, especially those who are handicapped, members of minority groups, elderly, and those who are or have been unable to find suitable, safe, decent, and sanitary dwelling units. Unless the client specifies otherwise, efforts will be made to make placements outside of areas that have high concentrations of low income and/or minority residents.
- l. Monthly Reporting – The Fair Housing Consultants shall prepare monthly reports, which provide a detailed summary of discrimination complaints, counseling activities and other activities of the Fair Housing Consultants as they relate to the CITY and a cumulative activity year-end report.
- m. Billing Procedure – The Fair Housing Consultants will bill the CITY in twelve (12) monthly installments. The Fair Housing Consultants will submit monthly invoices for such payments. No expenditures or payments will exceed the aggregate sum of \$38,695. Each month prior to receiving the monthly billing request, the Fair Housing Consultants will submit the Monthly Reports as detailed above and no further advance shall be made until such report is received and accepted by the CITY.

## COUNCIL AGENDA

June 9, 2020

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

**SUBJECT:** Renew Consulting Agreement with FBA Engineering – On-Call Electrical Engineering Services

### INTRODUCTION

In the course of work assigned to the Public Works Department, specialized engineering and technical consultants are needed, specifically for electrical engineering services.

### STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large Capital Improvement Projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with FBA Engineering.


FBA Engineering performs electrical engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. Most recently, they provided the electrical plans for the renovation of the Burns Community Center, and provided assistance during construction of the Burns project as needed.


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

### RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2020-2021 in an amount Not-To-Exceed \$20,000, 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, 2020, and ending June 30, 2021.

The Agreement of June 27, 2017, is reaffirmed in all other aspects, except as amended herein.  
Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

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STEPHEN R. ZAJICEK, P.E.  
FBA ENGINEERING

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MAYOR

APPROVED AS TO FORM:

ATTEST:

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CITY ATTORNEY

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CITY CLERK

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Approval of Extension of Agreement for Electrical Support Services  
With Fineline Electric

### **INTRODUCTION**

Fineline Electric has completed years of service as the city's on-call electrical contractor. Staff is satisfied with the work performed and recommends their agreement be extended.

### **STATEMENT OF FACT**

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 Fineline Electric to assist the city with these small scale electrical projects. Fineline continues to do a superb job accommodating staff requests.


Fineline's assistance has been invaluable to the Public Works Facilities division. Their work is performed on a time and material basis, under Fineline's standard rate schedule, with cost proposals submitted prior to work authorization. Work is assigned on an as-needed basis during the year and proposals are approved by the 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 Fineline Electric for electrical support services for FY 2020-2021, 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, 2020, and ending June 30, 2021.

The Agreement of June 28, 2011, as amended June 25, 2013, is reaffirmed in all other aspects, except as amended herein. Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
FINELINE ELECTRIC

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## COUNCIL AGENDA

June 9, 2020

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

**SUBJECT:** Approve Amendment of Storm Water Services Agreement with G2 Construction, Inc.

### INTRODUCTION

As a part of the city's compliance with the municipal storm water permit, the purchase and installation of full capture devices in 10% of the city owned catch basins located in high priority uses is required every year over a period of 10 years.


### STATEMENT OF FACT

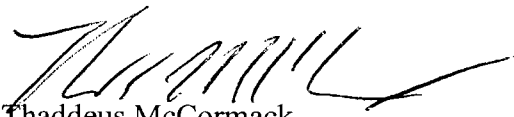
The State Water Resources Control Board (State Board) and Los Angeles Regional Water Quality Control Board (Regional Board) consider trash to be a significant pollutant in California's waters. In 2015, the State Board adopted statewide consistency in regulating trash to protect aquatic life, public health and provide other beneficial uses, and to reduce environmental issues associated with trash in State waters (known as the "Trash Amendments").

As an owner and operator of a municipal storm drain system, Lakewood is required to comply with the Trash Amendments. Cities have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full capture systems for storm drains that capture runoff from priority land uses in their respective jurisdictions. In order to facilitate compliance, the city joined Watershed Management Programs (WMPs) in the Lower Los Angeles River Watershed, Los Cerritos Channel Watershed and the Lower San Gabriel River Watershed. Under the respective WMPs, the city made a commitment to install full capture systems on city owned catch basins within the city.

### RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with G2 Construction, Inc. for period ending June 30, 2021, 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  
STORM WATER SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
G2 CONSTRUCTION, Inc.

Per Section 5 of the Agreement dated May 22, 2018, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2020 and ending June 30, 2021 except as amended as follows:

1. Exhibit A "Fee Schedule" is incorporated herein.

Dated the 9th day of June 2020.

G2 CONSTRUCTION, INC.

CITY OF LAKEWOOD

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Mayor

ATTEST

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City Clerk

Approved as to form:

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City Attorney



**CONFIDENTIAL**



DBE, MBE & SBE Certified

# Products & Services RATE SHEET

EXCLUSIVE TO  
**CITY OF LAKE WOOD**

June 2020

## PRICING

Product 1 of 3

**CPS-Mod™** patented Modular Design  
Offered With or Without Installation

**Water Board Certified Full Trash Capture Device**

					<b>Orange County Volume Discounts</b>			
PRODUCT SIZES	CPS-Mod™ Models	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
18" Discharge Pipe (with up to 6.0 SQFT of stainless steel screen & deflector, if needed)	Mod18x36-2s Mod18x42-2s Mod18x48-3s Mod18x38-1s Mod18x41-2s	Device & Install	\$1,386	\$1,247	\$990	\$759	\$734	\$710
		Device Only	\$875	\$808	\$624	\$489	\$476	\$462
24" Discharge Pipe (with up to 9.0 SQFT of stainless steel screen & deflector, if needed)	Mod24x50-2s Mod24x38-3s Mod24x38-1s Mod24x41-2sT	Device & Install	\$1,707	\$1,452	\$1,128	\$899	\$831	\$805
		Device Only	\$1,196	\$1,013	\$762	\$618	\$572	\$557
30" Discharge Pipe (with up to 11.0 SQFT of Stainless Steel Screen & deflector, if needed)	Mod24x62-2s Mod24x62-3s Mod24x62-4s Mod24x59-2sT Mod30x50-2s	Device & Install	\$1,949	\$1,657	\$1,281	\$1,012	\$964	\$916
		Device Only	\$1,437	\$1,218	\$916	\$742	\$705	\$669
Larger & Custom	MOD-Custom		custom					

Price shown per Device. Shipping costs additional. Bond costs additional.

Combo-Discount (\$50) when new CPS-Mod and ARS-CL installed in same catch basin

	Product Code	Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
<b>PRODUCT OPTIONS</b>			Additional Cost per Unit					
Larger Size Stainless Steel Screen	SCREEN1	SQFT SS Screen	\$60	\$50	\$45	\$43	\$41	\$39
Mosquito Abatement Deflector	MAD-CPS-Mod	Deflector	\$142	\$136	\$128	\$122	\$116	\$110
Removable System	REM-CPS-Mod	CPS-Mod™	\$226	\$214	\$204	\$192	\$184	\$174
Hemmed Top for smoother edges	HEM-CPS-Mod	CPS-Mod™	\$80	\$80	\$80	\$60	\$60	\$50
Extra Bracing (eg. inbound pipes)	XBRC-CPS-Mod	CPS-Mod™	\$300	\$300	\$263	\$188	\$156	\$156

### INSTALLATION OF PRODUCT

PROJECT BONDS (If Required)	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In Orange County)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Catch Basin Cleaning	CB Clean	1 CB	\$250	\$200	\$100	\$50	\$45	\$42
Staff Gauge Painting	STAFFGAUGE	CB	\$200	\$160	\$80	\$70	\$62	\$60
Traffic Control during installation	TC-1Day	7 Hours	\$1,867	\$1,867	\$1,733	\$1,733	\$1,733	\$1,690
Training Contractor	TRAIN1	1 Day	\$5,000	\$5,000	\$5,000	\$5,000	\$4,500	\$4,000
Install Support	Support1Hr	1 Hour	\$120	\$114	\$108	\$103	\$98	\$93

### FIELD SERVICES

Product Maintenance Inspections		Device	\$250	\$200	\$100	\$50	\$50	\$35
Locating catch basins and inlets.		CB	\$200	\$200	\$150	\$75	\$50	\$40
Collecting Lat. / Long. of CBs		CB	\$200	\$200	\$150	\$75	\$50	\$40

### PROFESSIONAL SERVICES

Custom Product Design		Hourly	\$150	\$150	\$150	\$150	\$150	\$150
Custom Drawings - Product		Device	\$300	\$263	\$225	\$225	\$225	\$188
Project Management		Hourly	\$125	\$125	\$115	\$100	\$100	\$100

## PRICING

Product 2 of 3

### **GITS™** Grated Inlet Trash Screen *Water Board Certified Full Trash Capture Device*

With or Without Installation

				<b>Orange County Volume Discounts</b>				
<b>PRODUCT SIZES</b>	<b>GITS™ Models</b>	<b>Unit</b>	<b>1-2 Devices</b>	<b>3-5 Devices</b>	<b>6-20 Devices</b>	<b>21-100 Devices</b>	<b>101-500 Devices</b>	<b>501+ Devices</b>
Rectangular Grate 24"x 24" (or less)	GITS-24x24	Device & Install	\$1,655	\$1,423	\$1,065	\$948	\$876	\$793
		Device Only	\$1,448	\$1,230	\$907	\$827	\$761	\$690
Rectangular Grate 40"x 24" (or less)	GITS-40x24	Device & Install	\$1,843	\$1,557	\$1,175	\$1,047	\$972	\$876
		Device Only	\$1,591	\$1,322	\$982	\$900	\$832	\$750
Round 26" Diameter Grate (or less)	GITS-26R	Device & Install	\$1,741	\$1,438	\$1,088	\$960	\$877	\$793
		Device Only	\$1,534	\$1,245	\$930	\$839	\$762	\$690
Round 39" Diameter Grate (or less)	GITS-39R	Device & Install	\$2,293	\$2,017	\$1,573	\$1,432	\$1,314	\$1,185
		Device Only	\$2,023	\$1,765	\$1,367	\$1,274	\$1,164	\$1,050
Larger and Custom	GITS-Custom		custom	custom	custom	custom	custom	custom

Price shown per Device. Shipping costs additional. Bond costs additional.

	<b>Product Code</b>	<b>Unit</b>	<b>1-2 Units</b>	<b>3-5 Units</b>	<b>6-20 Units</b>	<b>21-100 Units</b>	<b>101-500 Units</b>	<b>501+ Units</b>
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#### **PRODUCT OPTIONS**

Vector Control Port	VECT	SQFT SS Screen	\$189	\$162	\$135	\$128	\$122	\$115
Inlet Steps - Custom Design	STEPS	GITS™	\$353	\$302	\$252	\$239	\$227	\$214
Custom Drawings - Product	DRAW	GITS™ Drawing	\$300	\$263	\$225	\$225	\$225	\$188

#### **FILTRATION OPTIONS**

Hydrocarbon Polypropylene Filter (18"x24"x3")	HCPF-PIL	Filter	\$38	\$36	\$31	\$28	\$27	\$25
Others Available		Deflector	varies	varies	varies	varies	varies	varies

#### **INSTALLATION OF PRODUCT**

PROJECT BONDS (If Required)	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Inlet Cleaning prior to installation	CB Clean	1 CB	\$250	\$200	\$100	\$50	\$45	\$42
Traffic Control during installation.	TC-1Day	6 Hours	\$1,867	\$1,867	\$1,733	\$1,733	\$1,733	\$1,690
Install Support	Support1Hr	1 Hour	\$120	\$114	\$108	\$103	\$98	\$93

**SEE PRICING for Field Services & Professional Services on CPS-Mod Pricing Sheet**

## PRICING

Product 3 of 3

**ARS-CL™**

Patented CamLock Automatic Retractable Screen

With Installation

						<b>Orange County Volume Discounts</b>			
<b>SIZE: Catch Basin Width (ft)</b>	Unique Screens per CB	<b>ARS-CL™ Model</b>	<b>Unit</b>	<b>1-2 Catch Basins (CBs)</b>	<b>3-5 CBs</b>	<b>6-20 CBs</b>	<b>21-100 CBs</b>	<b>101-500 CBs</b>	<b>501+ CBs</b>
up to 3'	1	ARS-CL-03	CB	\$1,165	\$1,020	\$876	\$608	\$584	\$560
3.1 - 5'	1	ARS-CL-05	CB	\$1,334	\$1,165	\$995	\$791	\$752	\$713
5.1' - 7'	2	ARS-CL-07	CB	\$2,161	\$1,878	\$1,595	\$1,255	\$1,193	\$1,131
7.1 - 10'	2	ARS-CL-10	CB	\$2,314	\$2,002	\$1,691	\$1,442	\$1,370	\$1,299
7.1 - 10' x	3	ARS-CL-10x	CB	\$2,914	\$2,510	\$2,212	\$1,865	\$1,772	\$1,680
10.1 - 14'	3	ARS-CL-14	CB	\$2,982	\$2,557	\$2,239	\$1,963	\$1,865	\$1,767
10.1 - 14' x	4	ARS-CL-14x	CB	\$3,557	\$3,035	\$2,514	\$2,305	\$2,190	\$2,075
14.1 - 16'	4	ARS-CL-16	CB	\$3,634	\$3,085	\$2,788	\$2,535	\$2,409	\$2,283
16.1 - 21'	5	ARS-CL-21	CB	\$4,402	\$3,716	\$3,332	\$3,167	\$3,009	\$2,851
16.1 - 21' x	6	ARS-CL-21x	CB	\$4,761	\$3,994	\$3,719	\$3,535	\$3,358	\$3,182
21.1 - 28'	6	ARS-CL-28	CB	\$4,849	\$4,204	\$3,914	\$3,720	\$3,535	\$3,349
21.1 - 28' x	8	ARS-CL-28x	CB	\$5,935	\$5,322	\$4,955	\$4,505	\$4,280	\$4,056

Price shown per Catch Basin (CB). Bonds costs not included. Traffic control additional

Note: Models with "x" indicates the CB has an extra support bolt.

	<b>Unit</b>	<b>1-2 Units</b>	<b>3-5 Units</b>	<b>6-20 Units</b>	<b>21-100 Units</b>	<b>101-500 Units</b>	<b>501+ Units</b>
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### PRODUCT OPTIONS

Additional Cost per Unit

Bolt-In Connections (Not Welded)	CB	Add 15%
Fixed Screen Option	CB	Subtract 15%

### INSTALLATION OF PRODUCT

CONTRACT BONDS (If Req'd)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Traffic Control during install.	6 Hours	\$1,867	\$1,867	\$1,733	\$1,733	\$1,733	\$1,690
Catch basin top deck repair.		varies					

SEE PRICING for Field Services & Professional Services on CPS-Mod Pricing Sheet

## **COUNCIL AGENDA**

June 9, 2020

**TO:** Honorable Mayor and City Council

**SUBJECT:** Professional Services Agreement (PSA) for Annual Backflow Testing and Repair Services

### **INTRODUCTION**

On June 11, 2019, the City Council awarded a contract to Greene Backflow for Annual Backflow Testing and Repair Services for an amount of \$25,000. The contract with Greene Backflow is scheduled to end on June 30, 2020; therefore, staff recommends entering into a new contract with Greene Backflow for FY 2021 & FY 2022.

### **STATEMENT OF FACT**

The contract with Greene Backflow ensured that proper safeguards were both in place and functioning correctly in order to protect our potable water system from the potential contamination risks imposed by cross connections. Through Greene Backflow's testing procedures, customers with backflow devices were able to have their devices tested and certified at their own cost. To date, Greene Backflow has fulfilled all contractual obligations in regards to the testing and repair of both "city" and "non-city" backflow devices to a high level of satisfaction for City staff. Therefore, staff recommends entering into a new contract with Greene Backflow commencing July 1, 2020 for an amount not to exceed \$17,000 per Fiscal Year (\$34,000 total).

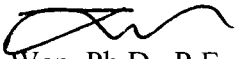
### **FISCAL IMPACT**


City staff secured a new bid from Green Backflow on June 1, 2020 that was lower than the quoted price for FY 2019 (the first year of this agreement). The major factor in this lower bid was the drop in unit price for 353 private backflow devices from \$50.00 to \$40.00 per unit.

### **RECOMMENDATION**

Staff recommends that the City Council:

- A. Award a contract to Greene Backflow of Santa Clarita, CA for Annual Backflow Testing and Repair Services;
- B. Authorize the Mayor to sign the contract in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**AGREEMENT  
FOR PROFESSIONAL SERVICES  
FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES**

THIS AGREEMENT, made and entered into on June 9, 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and GREENE BACKFLOW, sometimes hereinafter referred to as CONTRACTOR.

W I T N E S S E T H:

WHEREAS, the CITY desires to retain the CONTRACTOR for Annual Backflow Testing and Repair Services in connection with the work hereafter described; and

WHEREAS, the CONTRACTOR has the necessary skills and qualifications and licenses required by law to perform the services required under this Agreement in connection with said work; and

WHEREAS, the City Council at a regular meeting held on June 9, 2020 authorized the Mayor and the City Clerk to enter into this Agreement; and

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

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:
  - A. Contractor. CONTRACTOR shall mean:  
Greene Backflow  
28439 Rodgers Dr.  
Santa Clarita, CA 91350  
661.297.0429 and 805.215.9426
  - B. City. CITY shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - D. Services. Services shall mean the professional services to be performed by the CONTRACTOR pursuant to this Agreement.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide for the CITY at its own cost and expense when requested by the CITY those services set forth in the CONTRACTOR'S written proposal dated June 1, 2020, attached hereto and made a part hereof as though set forth in full.
3. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The CONTRACTOR agrees to diligently

and reasonably pursue the performance of the services required by this Agreement. Unless otherwise agreed to by CITY and CONTRACTOR, all scope of services and deliverables are scheduled to be completed by October 31 of each year.

4. COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the CONTRACTOR and when approved by the CITY, the CITY agrees to pay to the CONTRACTOR a sum not to exceed SEVENTEEN THOUSAND DOLLARS AND NO CENTS (\$17,000.00) at a rate determined by the attached proposal, for services actually rendered.

The aforementioned consideration shall be paid to the CONTRACTOR upon completion of each phase and submission of the CONTRACTOR'S statement of time expended and the applicable rate to be charged to the Director of Water Resources. No payment shall be made until the aforementioned work has been certified by the Director of Water Resources as having been completed in accordance with the applicable rate.

5. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that CONTRACTOR has been retained, at its request, as an independent contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the independent contractor relationship and releases the CITY from any liability or obligation to make deductions or withholding from his compensation in respect to unemployment, income taxes, disability, social security, health or pension matters.

CONTRACTOR acknowledges his independent contractor's status in performing said services, and agrees to bear the risk of property damage or loss to any property arising out of the work site, the place to work, or duties bestowed on CONTRACTOR pursuant to this Agreement, and does hereby release CITY, its officers and personnel from any liability to CONTRACTOR for any loss or damage thereby incurred, except where said loss or damage was caused by CITY.

In the performance of this agreement, CONTRACTOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

6. TERMINATION. The CITY may terminate this Agreement at any time by giving the CONTRACTOR at least thirty (30) days prior written notice. In the event of termination, the CITY shall pay the CONTRACTOR the total value of the services of the CONTRACTOR to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until June 30, 2022.

7. TERM. This agreement shall be for a term commencing on the date listed on page one of this Agreement, terminating June 30, 2022, unless sooner terminated as hereinbefore provided.
8. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the CITY.
9. COMPLETION OF MANIFEST DOCUMENTS. It is further agreed by and between the parties hereto that the CONTRACTOR pursuant to this Agreement shall assist with the required documentation to accompany proper disposal of hazardous materials.
10. LIABILITY. The CONTRACTOR at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the CITY, insurance or a Certificate of Insurance which shall evidence the fact that the CONTRACTOR has in full force and effect a comprehensive personal injury and property damage policy protecting the CONTRACTOR and the CITY from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI: Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000 (general aggregate) \$2,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000; and Worker's compensation- Statutor. Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the CITY thereof and shall name the CITY as an additional insured.

CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

11. INDEMNITY. CONTRACTOR shall indemnify and save CITY, its officers and employees, harmless from any suits, claims or actions brought by any person or persons, including his agents or employees, for or on account of any injuries or damages or other loss, cost or expense caused by the negligent or wrongful act or omission of CONTRACTOR, his agents and employees, or his subcontractors and the agents and employees thereof, arising out of the services to be performed by CONTRACTOR pursuant to this Agreement.
12. ASSUMPTION OF RISK. CONTRACTOR does hereby assume all risks to himself, his personnel, subcontractors and agents, and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by CONTRACTOR and said CONTRACTOR further releases CITY, its officers and employees, from any



liability therefor.

13. PREVAILING RATE OF WAGES. CITY has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workmen employed on the project. Copies of the prevailing rate of per diem wages are on file at the Public Works office, City Hall, and are available to any interested party upon request. Referenced hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the contractor shall pay not less than the minimum thereof.
14. SAFETY. CONTRACTOR shall be solely responsible for the safety of his employees. CONTRACTOR shall develop and maintain an Injury and Illness Prevention Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." CONTRACTOR shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. CONTRACTOR shall maintain all OSHA 300 logs and records, and make them available for inspection upon request by the City.
15. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the CITY to any course of conduct other than its obligation hereunder to pay CONTRACTOR for said services as rendered. It is understood CITY reserves complete right within its discretion to reject all or any part of any recommendation made to it or submitted by said CONTRACTOR, and in that regard the only responsibility of the CITY shall be to pay said CONTRACTOR for services as rendered. It is further understood that acceptance herein by the CITY of any recommendation by the CONTRACTOR shall be for the purpose of compensating the CONTRACTOR only, and shall not be binding on the CITY as to any further course of action. CITY reserves the right to authorize additional, other independent CONTRACTOR services, and it is agreed that CONTRACTOR does not have any exclusive rights to said services for CITY.
16. LICENSES. CONTRACTOR shall obtain a City of Lakewood Business License and submit proof of current Los Angeles County Backflow Device Tester Certification and proof of current test kit calibration from a certified Lab.
17. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

**TO CITY:**

City of Lakewood  
5050 Clark Ave  
Lakewood, California 90712

**TO CONTRACTOR:**

Greene Backflow  
28439 Rodgers Dr.  
Santa Clarita, CA 91350

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

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Mayor

ATTEST:

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

CONTRACTOR:

By: \_\_\_\_\_  
Greene Backflow

APPROVED AS TO FORM:

Assigned to Director of Water Resources

the references. References must be located in California and utilized your services within the last seven (7) years.

#### **Section 4 – Required Forms**

- a. Bidder Information Form – **Attachment A**
- b. City of Lakewood Backflow Testing and Certification Proposal Bid Form – **Attachment B**
- c. Failed Assemblies Backflow Repair Proposal Bid Form – **Attachment C**
- d. If applicable, List of Subcontractors – **Attachment D**
- e. If applicable, Exceptions for Specification as a list or detailed breakdown of items listed – **Attachment E**

#### **Section 5 – Instructions to Bidders**

The following instructions and conditions apply to the aforementioned bid and the bidder acknowledges acceptance thereof by signing and filing said bid.

1. Each bidder shall state whether he is an individual, firm or corporation; if a firm, give name of each member; if a corporation, give names of President, Secretary, Treasurer, and Manager.
2. Bidders are requested to bid upon conditions as specified. Any bidder designating a substitution does so at the risk that said substitution may not be deemed equal to the brand specified in the specifications.
3. Items of foreign origin must be so indicated on the bid proposal. Your signature on this bid will be taken as your certification that all manufactured articles, materials, and supplies so indicated have been made or produced in the United States or if insular possessions from articles, materials or supplies mined, produced or manufactured as the case may be in that area. "Except as otherwise provided in the Treaties and General Trade Agreements of the United States."
4. Preference may be given to items produced wholly or partially within California, when such origin is stated by bidder.
5. All charges, e.g., delivery, installation, and taxes, must be included in the bid. No additional charges will be allowed unless specified in the bid. Any proposal which does not clearly and fully indicate the amount of the bid for each item thereof will be rejected.
6. The City is subject to 9.5% Los Angeles County and California Sales Tax, and the total amount bid must include said taxes. Do not include Federal Excise Tax since the City is not subject to the same. An exemption certificate will be provided to the successful bidder.
7. Prior to the bid award, City reserves the right to request clarification of any bid.
8. Changes or modifications to specifications or conditions to this Request shall only be made in issuance of a written amendment by the City's Purchasing Officer. No other

change or modification, regardless of source, shall be binding. Bidders are advised to bid only as set forth in this Request.

9. The vendor shall hold the City of Lakewood and the County of Los Angeles, its officers, agents, servants, consultants and employees harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.
10. This Request is a solicitation only, and is not intended or to be construed as an offer to purchase or to enter into any contract or other agreement. No acquisition can be made without a purchase order.
11. This Request for Proposal may or may not lead to the eventual purchase of products and/or services. The City of Lakewood may, at its sole option, select a vendor, solicit other vendors or approaches, or develop and implement the application using its own internal staff. The City of Lakewood may, at its sole option, purchase hardware or equipment from the selected vendor or from any other source. The City of Lakewood may, at its sole option, postpone or terminate this process prior to executing a contract. In any event, the City will not be responsible for any costs incurred by the vendors by the generation and submission of proposals, site visits, presentations, documentation, or marketing literature. All proposals and accompanying documentation will become the property of the City of Lakewood and will not be returned.
12. Payment terms is Net 30.

## Attachment A

### Bidder Information Form

The Bidder shall furnish the following information. Failure to complete all items will cause the bid to be non-responsive and may cause its rejection.

1. Bidder/Contractor's Name and Street Address:

Greene Backflow  
28439 Rodgers Dr.  
Santa Clarita, CA

- ## 2. Bidder/Contractor's:

- a. Telephone Number: ( 661 ) 297-0429
- b. Cell Phone Number: ( 805 ) 215-9426

- ### 3. Bidder/Contractor's License:

- a. Primary Classification: C-36
- b. State License Number(s): 986747
- c. Supplemental License Classification(s), if applicable: N/A

4. Is the Bidder/Contractor registered in accordance with Labor Code § 1725.5 (failure to register requires the city to reject Contractor's bid as nonresponse).

YES ☒ NO ☐

Bidder/Contractor's Department of Industrial Relations (DIR) Number: 1000022675

DIR Expiration Date: 6/30/20

5. Type of Firm (Individual, Partnership or Corporation): S-Corp

6. List of names and titles of the principal memebbers or officers of the corporation or firm (if necessary, please attach additional sheets):

Lynn Greene, CEO; Candace Guzman, CFO; Samantha Greene, Secretary

Attach the following documentation:

1. Proof of current Los Angeles County Backflow Device Tester Certification; and
2. Proof of current test kit calibration from a certified Lab.

**ATTACHMENT B**  
**City of Lakewood Backflow Testing and Certification Proposal Bid Form**


Item Number	Device Size	City of Lakewood System Devices (included in contract)	Unit Price (includes both test & certification)	Extended Price (includes both test & certification)	Unit Price for Re-test (materials & repair labor separate)
1	3/4"	3	\$40	\$120	\$40 per device
2	1"	12	\$40	\$480	\$40 per device
3	1-1/2"	25	\$40	\$1000	\$40 per device
4	2"	25	\$40	\$1000	\$40 per device
5	3"	2	\$40	\$80	\$40 per device
6	4"	3	\$40	\$120	\$40 per device
7	6"	0			
	<b>TOTAL</b>	<b>70</b>	<b>\$</b>	<b>\$ 2,800</b>	<b>\$</b>

Item Number	Device Size	Private Backflows (maximum extended contact)	Unit Price (includes both test & certification)	Extended Price (includes both test & certification)	Unit Price for Re-test (materials & repair labor separate)
1	3/4"	0 – 152	\$40	\$6,080	\$50
2	1"	0 – 28	\$40	\$1,120	\$50
3	1-1/2"	0 – 30	\$40	\$1,200	\$50
4	2"	0 – 110	\$40	\$4,400	\$50
5	3"	0 – 9	\$40	\$360	\$50
6	4"	0 – 17	\$40	\$680	\$50
7	6"	0 – 7	\$40	\$280	\$50
	<b>TOTAL</b>	<b>353</b>	<b>\$</b>	<b>\$ 14,120</b>	<b>\$</b>

**Contact Name (print):**

Candace Guzman

**Signature**



**Contact Phone:**

661-297-0429

**Contact email:**

Candace@greenebackflow.com

**Date:**

6/1/20

**Attachment C**  
**Failed Assemblies Backflow Repair Proposal Bid Form**

Propose billing/invoicing methodology for failed devices and cost proposal below (you may use complete the information below or provide a different billing/invoicing methodology for failed devices):

**REPAIRS:**

Item Number	Device Size	Hourly Rate		Per Device Rate		Other Methodology
1	3/4"	\$ \$75	AND/OR	\$	AND/OR	
2	1"	\$ \$75		\$		
3	1-1/2"	\$ \$75		\$		
4	2"	\$ \$75		\$		
5	3"	\$ \$75		\$		
6	4"	\$ \$75		\$		
7	6"	\$ \$75		\$		

**Other Material Cost (cost plus) =** 20 **% Markup Percent**

**If applicable, please provide itemized list and use additional sheets.**

**Contact Name (print):**

Candace Guzman

**Signature**



**Contact Phone:**

661-297-0429

**Contact email:**

Candace@greenebackflow.com

**Date:**

6/1/20

**Attachment D  
List of Subcontractors**

<b>1. Company Name:</b>	N/A
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Contact Person:</b>	
<b>Business License#:</b>	
<b>2. Company Name:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Contact Person:</b>	
<b>Business License#:</b>	
<b>3. Company Name:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Contact Person:</b>	
<b>Business License#:</b>	
<b>4. Company Name:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Contact Person:</b>	
<b>Business License#:</b>	

If not applicable, please check this box ☒

If necessary, please attach additional sheets.

Candace Guzman

**Print Name of Authorized Representative**

*Candace Guzman*  
\_\_\_\_\_  
**Signature**

6/1/20

**Date**



**Attachment E**  
**Exceptions for Specification**


Please see attached.

**If not applicable, please check this box ☐**

**If necessary, please attach additional sheets.**

Candace Guzman

**Print Name of Authorized Representative**

  
**Signature**

4/10/19

**Date**

## **COUNCIL AGENDA**

June 9, 2020

**TO:** Honorable Mayor and City Council

**SUBJECT:** Professional Services Agreement (PSA) for Disposal of Hazardous Materials from Well 27 Treatment Plant

### **INTRODUCTION**

On June 12, 2018, the City Council awarded a contract to HTS Environmental Services (HTS) for Disposal of Hazardous Materials from Well 27 Treatment Plant for FY 2019 for an amount of \$48,000. The contract with HTS is scheduled to end on June 30, 2020; therefore, staff recommends entering into a new two-year contract with HTS for FY 2021 & FY 2022.

### **STATEMENT OF FACT**

The existing contract with HTS allowed city staff to rely on HTS for the disposal and removal of sludge generated from backwash by the City's Water Well 27 Treatment Plant, as well as any emergency response spill cleanup services at the same location. To date, HTS has fulfilled their existing contract to a high level of satisfaction for City staff. A bid secured from HTS on June 3, 2020 provides the City with an opportunity to retain a trusted service provider.


### **FISCAL IMPACT**

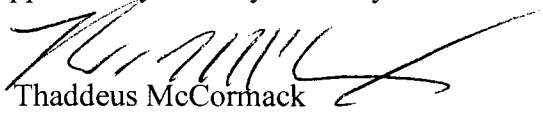
Funds are proposed in Operating Account 75008200-55935 Hazmat Handling with an allocation not to exceed \$45,000 in fiscal year of 2020/21 and \$48,000 in fiscal year 2021/22. The actual amount required during each fiscal year will depend on the concentration of the constituents in the sludge as well as the frequency of removal.

### **RECOMMENDATION**

Staff recommends that the City Council:

- A. Award a contract to HTS Environmental Services of Santa Fe Springs, CA for Disposal of Hazardous Materials from Well 27 Treatment Plant;
- B. Authorize the Mayor to sign the contract in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES  
FOR DISPOSAL OF HAZARDOUS MATERIALS  
FROM WELL 27 TREATMENT PLANT**

THIS AGREEMENT, made and entered into on June 9, 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and HTS Environmental Services, sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, the CITY desires to retain the SERVICE PROVIDER for hazardous disposal and cleanup services in connection with the work hereafter described; and

WHEREAS, the SERVICE PROVIDER has the necessary skills and qualifications and licenses required by law to perform the professional services required under this Agreement in connection with said work; and

WHEREAS, the City Council at a regular meeting held on June 9, 2020 authorized the Mayor and the City Clerk to enter into this Agreement; and

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

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:
  - A. Service Provider. SERVICE PROVIDER shall mean:  
HTS Environmental Services  
10600 South Painter Ave.  
Santa Fe Springs, CA 90670  
562.572.2190
  - B. City. CITY shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - D. Services. Services shall mean the professional services to be performed by the SERVICE PROVIDER pursuant to this Agreement.
  - F. Work. Work shall mean the disposal and transportation of backwash water generated by Water Well 27 Treatment Plant and emergency response hazardous spill cleanup services for which the professional services are

hereby authorized.

2. SCOPE OF SERVICES. SERVICE PROVIDER agrees to provide for the CITY at its own cost and expense when requested by the CITY those services set for in the SERVICE PROVIDER'S written proposal dated June 3, 2020, attached hereto and made a part hereof as though set forth in full.
3. TIME FOR PERFORMANCE. It is understood and agreed by and between the parties hereto that time is of the essence. The SERVICE PROVIDER agrees that he will diligently and reasonably pursue the performance of the services required by him by this Agreement. SERVICE PROVIDER shall remove backwash water generated by Water Well 27 Treatment Plant within 48 hours of the issuance of a Notice to Proceed. SERVICE PROVIDER shall respond to hazardous spill emergencies within 45 minutes of the request for services.
4. COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay to the SERVICE PROVIDER a sum not to exceed \$45,000.00 in fiscal year of 2020/21 and \$48,000 in fiscal year 2021/22 on a time and material basis, at a rate determined by the attached proposal, for services actually rendered.

The aforementioned consideration shall be paid to the SERVICE PROVIDER upon completion of each phase and submission of the SERVICE PROVIDER'S statement of time expended and the applicable rate to be charged to the Director of Water Resources. No payment shall be made until the aforementioned work has been certified by the Director of Water Resources as having been completed in accordance with the applicable rate.

5. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that SERVICE PROVIDER has been retained, at its request, as an independent contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. SERVICE PROVIDER acknowledges the independent contractor relationship and releases the CITY from any liability or obligation to make deductions or withholding from his compensation in respect to unemployment, income taxes, disability, social security, health or pension matters.

SERVICE PROVIDER acknowledges his independent contractor's status in performing said services, and agrees to bear the risk of property damage or loss to any property arising out of the work site, the place to work, or duties bestowed on SERVICE PROVIDER pursuant to this Agreement, and does hereby release CITY, its officers and personnel from any liability to SERVICE PROVIDER for any loss or damage thereby incurred, except where said loss or damage was caused by CITY.

In the performance of this agreement, SERVICE PROVIDER shall comply

with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

6. TERMINATION. The CITY may terminate this Agreement at any time by giving the SERVICE PROVIDER at least fourteen (14) days prior written notice. In the event of termination, the CITY shall pay the SERVICE PROVIDER the total value of the services of the SERVICE PROVIDER to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of consideration. Except as herein provided, this Agreement shall continue until June 30, 2022.
7. TERM. This agreement shall be for a term commencing July 1, 2020, terminating June 30, 2022, unless sooner terminated as hereinbefore provided.
8. ASSIGNMENT AND SUBCONTRACTING. Notwithstanding any provision of this Agreement to the contrary, SERVICE PROVIDER shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the CITY.
9. COMPLETION OF MANIFEST DOCUMENTS. It is further agreed by and between the parties hereto that the SERVICE PROVIDER pursuant to this Agreement shall assist with the required documentation to accompany proper disposal of hazardous materials.
10. LIABILITY. The SERVICE PROVIDER at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the CITY, insurance or a Certificate of Insurance which shall evidence the fact that the SERVICE PROVIDER has in full force and effect a comprehensive personal injury and property damage policy protecting the SERVICE PROVIDER and the CITY from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI: Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000 (general aggregate) \$2,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000; and Worker's compensation-Statutor. Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the CITY thereof and shall name the CITY as an additional insured.

SERVICE PROVIDER certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this

Agreement.

11. INDEMNITY. SERVICE PROVIDER shall indemnify and save CITY, its officers and employees, harmless from any suits, claims or actions brought by any person or persons, including his agents or employees, for or on account of any injuries or damages or other loss, cost or expense caused by the negligent or wrongful act or omission of SERVICE PROVIDER, his agents and employees, or his subcontractors and the agents and employees thereof, arising out of the services to be performed by SERVICE PROVIDER pursuant to this Agreement.
12. ASSUMPTION OF RISK. SERVICE PROVIDER does hereby assume all risks to himself, his personnel, subcontractors and agents, and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by SERVICE PROVIDER and said SERVICE PROVIDER further releases CITY, its officers and employees, from any liability therefor.
13. PREVAILING RATE OF WAGES. CITY has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workmen employed on the project. Copies of the prevailing rate of per diem wages are on file at the Public Works office, City Hall, and are available to any interested party upon request. Referenced hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the contractor shall pay not less than the minimum thereof.
14. SAFETY. SERVICE PROVIDER shall be solely responsible for the safety of his employees. SERVICE PROVIDER shall develop and maintain an Injury and Illness Prevention Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." SERVICE PROVIDER shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. SERVICE PROVIDER shall maintain all OSHA 300 logs and records, and make them available for inspection upon request by the City.
15. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the CITY to any course of conduct other than its obligation hereunder to pay SERVICE PROVIDER for said services as rendered. It is understood CITY reserves complete right within its discretion to reject all or any part of any recommendation made to it or submitted by said SERVICE PROVIDER, and in

that regard the only responsibility of the CITY shall be to pay said SERVICE PROVIDER for services as rendered. It is further understood that acceptance herein by the CITY of any recommendation by the SERVICE PROVIDER shall be for the purpose of compensating the SERVICE PROVIDER only, and shall not be binding on the CITY as to any further course of action. CITY reserves the right to authorize additional, other independent SERVICE PROVIDER services, and it is agreed that SERVICE PROVIDER does not have any exclusive rights to said services for CITY.

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

**TO CITY:**  
City of Lakewood  
5050 Clark Ave  
Lakewood, California 90712

**TO SERVICE PROVIDER:**  
HTS Environmental Services  
10600 South Painter Ave.  
Santa Fe Springs, CA 90670

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

CITY OF LAKEWOOD

By \_\_\_\_\_  
Mayor

ATTEST:

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

SERVICE PROVIDER:

By: \_\_\_\_\_  
HTS Environmental Services

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Assigned to the Director of Water Resources

## **Price Quotation**

Proposal to

### **City of Lakewood**

**5812 Arbor Road Lakewood, Ca 90712**

From

Sean Riley

of



10600 South Painter Ave  
Santa Fe Springs, CA 90670

June 3, 2020



June 3, 2020

Michael Aguirre  
City of Lakewood  
5812 Arbor Road  
Lakewood, CA 90712

Dear Michael,

Thank you for opportunity to quote on your backwash water pump out. HTS Environmental Services is a **"TRUE SERVICE"** company with the experience necessary to provide you with a level of service greater than your expectations. Please find our summary of services as well as our pricing below.

#### Summary of Services

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As part of our **"TRUE SERVICE"**: An HTS customer service representative will contact you 30 minutes prior to the arrival of our pre-scheduled truck. Once at your site, our trained drivers will follow all safety precautions and pump from your tank onto an HTS vacuum tanker and secure the load, so that it arrives at the disposal facility safely. The HTS drivers will present you with a pre-printed non-hazardous waste manifest for signature.

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**Waste Disposal Costs**

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Waste Description		Cost
Backwash Water Disposal		.37
>5% Solids (only charge for % of solids)	Per Gallon	.50
Tanker Washout		Per Load
		\$175.00
Transportation (4 hour Minimum)		Per Hour
		\$95.00
Fuel Surcharge (only on transportation not total invoice)		21 %

The pricing above includes profiling, labeling, and manifesting. All work performed will comply with local, state and federal regulations.

I appreciate your consideration and look forward to performing the above services and working with you. If you should have any questions regarding this proposal or need additional information, please do not hesitate to contact me. Please feel free to check out our web site at [htsenvironmental.com](http://htsenvironmental.com)

Kind regards,

Sean Riley  
Account Manager  
HTS Environmental Services  
714-299-1877 cell  
714-525-2524 fax  
[Sriley@htsenvironmental.com](mailto:Sriley@htsenvironmental.com)

## COUNCIL AGENDA

June 9, 2020

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

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

### INTRODUCTION


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

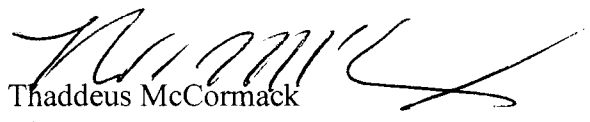
### STATEMENT OF FACT

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

### RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2021, in an amount not to exceed \$69,000 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Lisa A. Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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, 2020 and ending June 30, 2021 except as amended as follows:

1. Exhibit A "2019 Fee Schedule" is incorporated herein.

Dated the 9th day of June 2020.

JOHN L. HUNTER

CITY OF LAKEWOOD

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Mayor

ATTEST

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City Clerk

Approved as to form:

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City Attorney

## JLHA Rate Schedule 2019

Principal	\$185 / hour
Director	\$165 / hour
Staff Engineer	\$165 / hour
Project Manager	\$155 / hour
Assistant Project Manager	\$145 / hour
Project Engineer	\$145 / hour
Compliance Specialist II	\$115 / hour
Project Analyst II	\$115 / hour
Industrial/commercial facility inspection	\$125 / unit
Compliance Specialist I	\$95 / hour
Project Analyst I	\$95 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$65 / hour
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$250 / hour
Subcontracted equipment	Cost + 5%

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Agreement for Provision of City Attorney and City Prosecutor Services

### **INTRODUCTION**

Jones & Mayer requests that the agreement approved by the City Council on June 23, 2015, which will terminate as of June 30, be replaced with a new agreement between the City and Jones & Mayer.

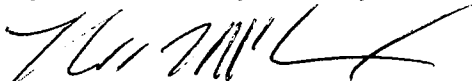
### **STATEMENT OF FACTS**

The new agreement contains the following provisions:

- The basic retainer rate, and the litigation rate, will remain unchanged. These have not been raised in more than five years.
- This new agreement incorporates City Prosecutor services, superseding a 2011 stand-alone City Prosecutor agreement that contains a billing rate of \$165/hr., which has never been raised. The rate will change to \$175/hr. in FY 2020-21, and to \$185/hr. in FY 2021-22.
- The agreement will be terminable at any time by the City, and terminable by Jones & Mayer on 90 days' notice.

### **RECOMMENDATION**

It is recommended that the City Council authorize the Mayor and City Clerk to execute the Agreement for City Attorney and City Prosecutor Services.



Thaddeus McCormack  
City Manager

## **AGREEMENT FOR PROVISION OF CITY ATTORNEY SERVICES**

This Agreement (this "Agreement") is made and entered into as of July 1, 2020, by and between the City of Lakewood, a California general law city ("City") and Jones & Mayer, a professional law corporation ("Contractor"). In consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Contract City Attorney Services: City hereby contracts with Contractor, as an independent contractor and not as an employee, for the performance of City Attorney services, and ancillary legal services, on the terms and conditions set forth herein.

2. Other Clients: As an independent contractor, Contractor shall have the right to continue to represent clients other than City in its private practice; however, such other activities shall not materially interfere with the providing of legal services pursuant to this Agreement.

3. Termination: This Agreement shall remain in effect until terminated by either party as set forth in this paragraph. The City may terminate this Agreement at any time by giving Contractor written notice of termination; Contractor may terminate this Agreement at any time by giving City 90 days' written notice of termination.

4. Monthly Retainer for Basic Services: Contractor shall provide all basic City Attorney services to City for a flat fee of \$16,750.00 per month, regardless of the amount of time expended by Contractor to provide such services.

5. Payment for Additional or Extraordinary Services: Contractor may perform additional or extraordinary legal services beyond the scope of basic City Attorney services, with the consent of the City Manager. Should Contractor perform such services Contractor shall be paid at the rate of \$200.00 per hour, except for litigation services which shall be paid at the rate of \$225.00 per hour, and City Prosecutor services. City Prosecutor services, formerly covered by that Legal Services Agreement for City Prosecutor Services between the parties entered into on or about October 3, 2011, which Agreement is hereby superseded by this Agreement, shall be paid at the rate of \$175.00 per hour through June 30, 2021, and at the rate of \$185.00 per hour beginning on July 1, 2021. Services performed by Law Clerks or Paralegals shall be paid at the rate of \$125.00 per hour.

6. Reimbursement for Costs: City also shall reimburse those reasonable and necessary out-of-pocket costs incurred by Contractor in providing services pursuant to this Agreement.

7. Billing for Services: Contractor shall provide an invoice for its services to City at the end of each calendar month.

8. Independent Contractor: In performing legal services pursuant to this Agreement, Contractor shall at all times retain its status and character as an independent, private law office. In such regard, Contractor shall: (a) Use its own independent professional judgment in performing such services, in accordance with its own methods and ethics; (b) provide, at its own expense, all training as may be required to perform such services; (c) select, hire, pay and supervise its own employees, at no cost to City; (d) except for attendance at City Council and Planning Commission meetings, independently determine the days and hours of actual work, and the order and sequence in which such services are completed; (e) except for attendance at City Council and Planning Commission meetings, perform such services at its private office, or at such other places that Contractor may determine are necessary and appropriate for the performance of such services; (f) provide, at its own expense, an independent law office which shall include all overhead necessary for the providing of legal services; (g) procure and maintain, at its own expense, all professional and business licenses required for the providing of legal services pursuant to this Agreement, including but not limited to active membership in the State Bar of California in good standing, admission to practice law before all of the courts of the State of California and a valid business license issued by City authorizing Contractor to conduct business in City as an independent law firm; and (h) manage its own expenses and revenues, and either realize a profit or suffer a loss based solely upon such independent management decisions.

9. Performance of Duties: Contractor shall, at all times, provide services pursuant to this Agreement to the best of its ability and experience, in compliance with all applicable Federal and State statutes and City codes, ordinances and policies.

10. Notices: Any notices to be given pursuant to this Agreement may be given by either personal delivery or email. Notices given to City shall be directed to the attention of the City Manager. Notice shall be deemed communicated immediately upon receipt.

11. Entire Agreement: Except as otherwise specifically provided hereinabove, this Agreement contains the entirety of the agreement between the parties hereto; no prior oral or written understanding shall be of any force or effect with respect to the matters set forth herein. This Agreement may not be modified except by written agreement.

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Insurance Coverage: Contractor hereby advises City that Contractor does maintain errors and omissions insurance coverage applicable to the services to be provided pursuant to this Agreement, and will continue to maintain such coverage as long as this Agreement remains in effect.

14. Prior Agreements: This Agreement supersedes the prior City Attorney Services agreement between the parties entered into as of July 1, 2015, and extended as of July 1, 2019, as well as the aforementioned City Prosecutor Agreement.



Intending to be legally bound, the parties' authorized representatives have executed this Agreement in the spaces below, as of the date first set forth above.

City of Lakewood

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Todd Rogers, Mayor

Attest:

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City Clerk

Jones & Mayer

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Richard D. Jones

## **COUNCIL AGENDA**

Tuesday, June 9, 2020

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

**SUBJECT:** Approval of the Agreements for Median Landscape Maintenance and Mowing Services of City Facilities with LandCare

### **INTRODUCTION**

LandCare is the current provider of maintenance of the City's contracted landscaped medians on Bloomfield Avenue, Pioneer Boulevard, Centralia Street, and Del Amo Boulevard. LandCare also provides contracted mowing services of the large open turf areas at the City's Water Yard and at 12 City Parks.

### **STATEMENT OF FACT**


Landcare, formerly TruGreen LandCare, has performed mowing services since the original agreement was approved in 1990. In August 2004, LandCare acquired U.S. Landscapes, Inc. U.S. Landscapes, Inc. had the original medians contract on Bloomfield Avenue and Pioneer Boulevard. Since that acquisition, LandCare has performed contract services to date. In 2007, the Centralia Street and Del Amo Boulevard medians were added to the contract. Staff is pleased with the current work performed by LandCare on our medians, at the Water Yard, and on our parks. LandCare has agreed to keep billing at the same price as the last fiscal year. Costs will be \$49,446 on our median landscape maintenance and \$44,249 for mowing services of City facilities for FY 2020-2021.

### **RECOMMENDATION**

Staff recommends that the City Council:

- 1) Approve the agreements for contract services of our landscaped medians and facilities mowing with LandCare for the new fiscal year.
- 2) Authorize the Mayor and City Clerk to sign the agreement for median landscape maintenance at an annual cost of \$49,446 and mowing services of City facilities at an annual cost of \$44,249 in forms approved by the City Attorney.

Valarie Frost, Director VF  
Recreation & Community Services

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
MEDIAN LANDSCAPE MAINTENANCE  
BETWEEN THE CITY OF LAKEWOOD  
AND LANDCARE

Per Section 2 of the "Bloomfield Avenue Landscape Maintenance Contract" dated January 28, 2003, the undersigned agree to extend the contractual agreement for median landscape maintenance under the same terms and conditions, in an amount not to exceed \$49,446 for one year commencing July 1, 2020, and ending June 30, 2021. Except as amended, the Agreement of January 28, 2003 is reaffirmed in all other aspects.

DATED \_\_\_\_\_

CITY OF LAKEWOOD

By \_\_\_\_\_  
Mayor

ATTEST:

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

LANDCARE

DATED \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

RENEWAL OF AGREEMENT FOR  
MOWING SERVICE CITY PARKS  
BETWEEN THE CITY OF LAKEWOOD  
AND LANDCARE

Per Section 3 of the "Agreement or Mowing Service City Parks," dated November 13, 1990, the undersigned agree to extend the contractual agreement under the same terms and conditions, in an amount not to exceed \$44,249 for mowing turf at City of Lakewood parks, for one year commencing July 1, 2020, and ending June 30, 2021. Except as amended, the Agreement of November 13, 1990 is reaffirmed in all other aspects.

DATED \_\_\_\_\_

CITY OF LAKEWOOD

By \_\_\_\_\_  
Mayor

ATTEST:

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

LANDCARE

DATED \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

## COUNCIL AGENDA

June 9, 2020

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

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

### INTRODUCTION

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

### STATEMENT OF FACT

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

Staff recommends that the existing service provider agreement with Liftech Elevator Services, Inc. be amended for fiscal year 2020-2021 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, 2021, 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 2020.
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, 2020, and ending June 30, 2021.

The Agreement of June 23, 2009, as amended June 22, 2010, June 25<sup>th</sup>, 2013, June 27<sup>th</sup>, 2017, June 12<sup>th</sup>, 2018, and June 11<sup>th</sup> 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

---

Dan Simon  
Liftech Elevator Services, Inc.

---

MAYOR

APPROVED AS TO FORM:

ATTEST:

---

CITY ATTORNEY

---

CITY CLERK



June 3, 2020

City of Lakewood  
5050 N. Clark Ave.  
Lakewood, CA 90712

**Referenced Property:**

The Centre  
5000 Clark Ave.  
Lakewood, CA 90712

Dear Accounts Payable,

Per the terms and conditions of the service contract, Liftech Elevator Services, Inc. will be increasing your monthly Service Contract from **\$375.00 per month** to **\$390.00 per month** for the next twelve (12) months.

This increase will take effect on your anniversary date of **July 1, 2020**.

Thank you for your continued business with us and please do not hesitate to contact me if you need any further assistance at [Suriel@liftechelevator.com](mailto:Suriel@liftechelevator.com).

Sincerely,

*Suriel Castro*

Suriel Castro  
Administrative Manager  
Liftech Elevator Services, Inc.

## COUNCIL AGENDA

June 9, 2020

**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, 2020. 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 2014-2015:

PROGRAM	FISCAL YEAR						
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020*	2020-2021**
<b>FIXED ROUTE TRIPS</b>	1,214,132	1,181,674	1,143,916	1,142,243	1,179,906	1,155,943	1,155,502
<b>DIAL-A-LIFT TRIPS</b>	4,150	4,063	2,950	2,772	2,522	2,506	2,941

\*Projection \*\*Estimate

The contracted transit service subsidies are paid for with the City's Proposition "A" funds. Due to the impacts of COVID-19, Long Beach Transit has modified the terms of their annual contracts for Fiscal Year 2020-2021. The Fixed Route contract will be handled on a quarter-by-quarter basis while Dial-A-Lift will be handled biannually. The contracts have been prepared and 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 2020-2021 Q1 (July 1, 2020 – September 30, 2020) is not to exceed \$33,026. The total compensation for Fixed Route services in Fiscal Year 2020-2021 is not to exceed \$135,579.

Reimbursement for Dial-A-Lift Services. The compensation for Dial-A-Lift services is based upon the rate of \$38.90 per passenger boarding for the first half of Fiscal Year 2020-2021 (July 1, 2020 – December 31, 2020). The per rider rate



for the remainder of Fiscal Year 2020-2021 (January 1, 2021 – June 30, 2021) shall be determined later. The total compensation for Dial-A-Lift services in Fiscal Year 2020-2021 is not to exceed \$114,421.

### **SUMMARY**

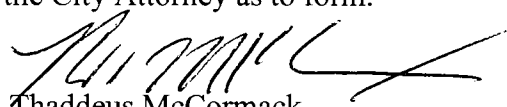
Long Beach Transit has requested renewal of the reimbursement agreements with the City for subsidy of the Fixed Route and for Dial-A-Lift services for Fiscal Year 2020-2021. These projects have been included as a part of the budget.

### **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



## **LONG BEACH TRANSIT DIAL-A-LIFT SERVICES REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND LONG BEACH TRANSIT**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LAKEWOOD, a Municipal Corporation, sometimes herein called the "City", and LONG BEACH TRANSIT, a California non-profit corporation, sometimes herein called the "Company", this 9<sup>th</sup> day of June, 2020.

### **W I T N E S S E T H:**

WHEREAS, the Company currently serves residents that are transportationally disabled 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, the Company contracts with Global Paratransit, Inc., a California corporation ("Contractor"), to provide the Dial-A-Lift service pursuant to that certain Company agreement #15-011 for Dial-A-Lift Paratransit Services ("Service Agreement"); and

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

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

WHEREAS, the COVID-19 pandemic and the current "Safer at Home" orders have resulted in modified transit services and in business disruptions, reduction in employment, school closures and anticipated slow pace of economic recovery in the region; 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 up to the first six months of fiscal year 2020-2021, commencing July 1, 2020, and terminating December 31, 2020. By resolution of the City Council and its written acceptance by the Company, this Agreement may be extended during any subsequent fiscal year. Notwithstanding the foregoing, the Agreement may be terminated by either party at any time, with or without cause, by giving thirty (30) days' prior written notice of such termination. Unless both parties otherwise agree in writing, Dial-A-Lift services to the residents of City shall be withdrawn upon the non-payment of funds to Company.

2. Compensation. City agrees to compensate the Company for services rendered pursuant to this Agreement. Compensation shall be payable in two (2) installments. The rate of compensation for the first six months of fiscal year 2020-2021 (July 1, 2020 – December 31, 2020) shall be \$38.90 per passenger boarding. The compensation for the remainder of fiscal year 2020-2021 (January 1, 2021 – June 30, 2021) shall be determined. An amendment to this Agreement shall be issued prior to end of the first six months to adjust per passenger rates and determine total fiscal year compensation). The Company shall be authorized to provide for fiscal year 2020-2021

a total of 2,941 Dial-A-Lift rides. Dial-A-Lift rides for the first six months (July 1, 2020 – December 31, 2020) shall be at the rate of \$38.90 per passenger. The rate for the remaining six months (January 1, 2021 – June 30, 2021) shall be determined. 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 the Company. All invoices shall include ridership and cost data for the installment period. Installment periods shall be July 2020 through September 2020, October 2020 through December 2020. Installments shall be payable within thirty (30) days of invoicing by Company. In the event City fails to make payment in a timely fashion, Company shall notify City. If payment is not received within five (5) days of notification, Company shall have right to cease service without notice. In the event this Agreement should be terminated prior to December 31, 2020, said payment shall be prepaid to the date of termination.

3. Dial-A-Lift Services. In consideration of the foregoing, Company agrees to cause Contractor, pursuant to the Service Agreement, to provide, during the contract period, a level of service within the Lakewood area that is consistent with current modified service levels as a result of the COVID-19 pandemic. It is understood and agreed that the level of said services and rates are otherwise subject to the control and discretion of the Company and any regulatory agency under which the Company may exercise a certificate of Public Convenience and Necessity of franchise or permit. Company shall use reasonable efforts to enforce the terms of the Service Agreement to ensure that Contractor complies with the terms of this Agreement. Notwithstanding the foregoing, in no event shall Company be responsible for the failure of Contractor to provide the Dial-A-Lift services and the sole remedy for such failure shall be the termination of this Agreement pursuant to Section 1. Any claim or liability arising as a result of any negligent act or omission of Contractor shall be handled in accordance with Section 6.

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

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

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

covered by the Contractor Liability Provisions, City shall give notice of such claim directly to Contractor with a copy to Company.

7. Independent Contractor. It is distinctly understood that in the performance of this Agreement, Company exercises control, except as limited by this Agreement, of the level and type of service and does such as an independent contractor and not as an agent of City. Company agrees that it will not at any time hold itself in any manner as the agent or representative of City or any officer or employee thereof and that it does not have any authority to bind the City for any purposes during the term of this Agreement.

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

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

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

Company: President and CEO  
Long Beach Transit,  
a Non-Profit Corporation  
1963 E. Anaheim St.  
Long Beach, CA 90813

Contractor: Global Paratransit, Inc.  
400 West Compton Blvd.  
Gardena, CA 90248

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

LONG BEACH TRANSIT,  
a Non-Profit Corporation

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Kenneth A. McDonald  
President and CEO

By: \_\_\_\_\_  
Todd Rogers  
Mayor

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

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

APPROVED AS TO FORM

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Vincent C. Ewing  
General Counsel

APPROVED AS TO FORM

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

\_\_\_\_\_  
City Attorney

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

May 30, 2020

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"). The COVID-19 pandemic and the current "Safer at Home" orders have resulted in modified transit services and in business disruptions, reduction in employment, school closures and anticipated slow pace of economic recovery in the region. LBT intends to extend the Fiscal Year (FY) 2020 budget spending levels through the first quarter of FY 2021 (July 1, 2020- September 30, 2020), allowing LBT to legally encumber and expend funds in the absence of an adopted FY 2021 budget. The Agreement is amended for the first quarter of FY 2021 (July 1, 2020 – September 30, 2020) 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 the first quarter of FY 2021 (July 1, 2020 – September 30, 2020) reflecting FY 2020 rates. By resolution of the Lakewood City Council and acceptance by LBT of the same, this Agreement may be extended and may be amended based on LBT's adopted FY 2021 budget and revised FY 2021 Proposition A funds attributable to the City. 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 \$33,026 (1/4 of FY 2020 rate) for the first quarter of FY 2021. For first quarter FY 2021, City shall make one payment to LBT within 30 days from receipt of invoice. Any additional compensation for the remainder of FY 2021 shall be included as a part of a further amendment to the Agreement. If this Agreement is terminated prior to September 30, 2020, said amount shall be prorated to the date of termination.

The preceding amendments shall be incorporated as terms of the Agreement. All other terms of the Agreement remain in full force and effect.

**LONG BEACH TRANSIT**

**CITY OF LAKEWOOD**

---

Kenneth A. McDonald  
President and CEO

---

Thaddeus McCormack  
City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

---

Vincent C. Ewing  
General Counsel

---

City Attorney

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Date

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Date

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Approve Amendment of Transportation Planning and Engineering Services Agreement with LSA Associates, Incorporated

### **INTRODUCTION**

LSA has assisted the City with transportation planning and engineering related services for many years. LSA provided planning and engineering services related to Boeing's Douglas Park development. In addition, LSA continues to complete various smaller transportation planning and engineering projects as requested by the city on an as needed basis.

### **STATEMENT OF FACT**


The City is in need of the part-time services of a contract transportation planning and engineering firm and LSA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

LSA has provided transportation planning and engineering services for the City in a very professional and cost effective manner.

### **RECOMMENDATION**

That the City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2021, 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 1<sup>st</sup> day of July 2002 under the same terms and conditions for one year commencing July 1, 2020 and ending June 30, 2021 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the June 2019 Hourly Billing Rates for services actually rendered."

Dated the 9th day of June 2020.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST:

\_\_\_\_\_  
Steve Skolnik, City Attorney

\_\_\_\_\_  
Jo Mayberry, City Clerk

## **COUNCIL AGENDA**

June 9, 2020

**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 2020/21 is \$359,098. The Agreement with Macerich Lakewood LP, which is effective July 1, 2020 through June 30, 2021, provides that Macerich Lakewood LP will fund the cost of one deputy and that they will reimburse the City \$29,924.84 per month for 12 months beginning July 1, 2020.

### **RECOMMENDATION**

That the City Council approve the agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2020 through June 30, 2021, and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager

## **COUNCIL AGENDA**

June 9, 2020

**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**

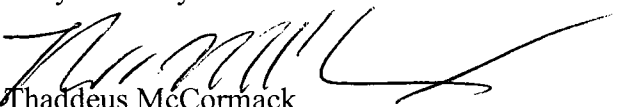
The City is in need of the part-time services of a contract engineering and traffic survey firm and NTS has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

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, 2021, 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   
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, 2020 and ending June 30, 2021 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the January 2019 Hourly Billing Rates for services actually rendered."

Dated the 9th day of June 2020.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST:

\_\_\_\_\_  
Steve Skolnik, City Attorney

\_\_\_\_\_  
Jo Mayberry, City Clerk

## **COUNCIL AGENDA**

June 09, 2020

**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, 2021 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, 2020 and ending June 30, 2021 except as amended and as further amended as follows:

1. Revise first paragraph, Section 2 Compensation for Services to include an update to the current fee schedule on a time and material basis when approved by the City, at a rate set forth in the July 2020 – June 2021 Hourly Billing Rates for services actually rendered.

Dated the 9th day of June 2020.

NICHOLLS CONSULTING

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

ATTEST

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

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Renewal of Agreement for On-Call Hazardous Waste Removal Services with Ocean Blue Environmental Services, Inc.

### **INTRODUCTION**

Ocean Blue Environmental Services, Inc. has been our on-call service provider to provide hazardous waste removal services for the City of Lakewood. Staff recommends their agreement be renewed.

### **STATEMENT OF FACT**

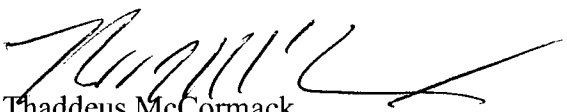
The City relies on hazardous waste removal services to pick up hazardous materials from our City Yards and clean up emergency hazardous waste spills. Ocean Blue Environmental Services, Inc. has the required skills to provide such services. Due to the unforeseen circumstance of hazardous waste emergencies and the importance of providing hazardous waste clean-up in a timely fashion, staff recommends renewing the contract service provider agreement with Ocean Blue.

### **RECOMMENDATION**

Staff recommends that the City Council:

Renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2021, in an amount not to exceed \$35,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Lisa Ann Rapp   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
HAZARDOUS WASTE REMOVAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND OCEAN BLUE ENVIRONMENTAL  
SERVICES, INC.

The Agreement dated December 13, 2016 is hereby amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for hazardous waste removal services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2020, and ending June 30, 2021.

The Agreement of December 13, 2016, is reaffirmed in all other aspects, except as amended herein. Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
Justin Lee, Director of Administration  
OCEAN BLUE ENVIRONMENTAL SERVICES,  
INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



## **COUNCIL AGENDA**

June 9, 2020

**TO:** Honorable Mayor and City Council

**SUBJECT:** Health and Safety Consulting Service Agreement

### **INTRODUCTION**

On July 10, 2001, the City Council approved an agreement with Pacific Health and Safety Consulting, Inc. to conduct an audit of the citywide employee safety program. Since then, the safety engineer has provided ongoing consulting services to review and update the city's safety programs, provide safety training, assist Personnel and departments in interpreting and administering state and federal safety regulations and safe work practices, and conduct industrial health monitoring. In July 2006 Pacific Health and Safety Consulting, Inc. changed their name to Pacific EH&S Service, Inc., as they are currently known.

### **STATEMENT OF FACTS**

The agreement provides for the safety engineer to work with the City two days per month. For fiscal years 2020-2021 Pacific EH&S, Inc. there will be no change to the current hourly rate. The billing rate for the consultant's time and materials will remain at \$112.00 per hour. City staff has budgeted \$23,700 in the 2020-2021 fiscal year for these safety services.

### **RECOMMENDATION**

Staff recommends the City Council authorize the Mayor to execute an Amendment to the Agreement for Health and Safety Consulting Services, subject to approval as to form by the City Attorney.



Thaddeus McCormack  
City Manager

**AMENDMENT OF AGREEMENT  
FOR HEALTH & SAFETY CONSULTING SERVICES**

This Amendment is entered into by and between the City of Lakewood (the "City") and Pacific EH&S Services, Inc., effective July 1, 2020.

1. Section 2 of the Agreement is amended to extend the term for one year, commencing on July 1, 2020 and ending on June 30, 2021, in an amount not to exceed \$23,700.00 annually.

2. In all other respects, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties have executed this Agreement, below, as the date first set forth above.

CITY OF LAKEWOOD

PACIFIC EH&S SERVICES, INC.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Title

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

Approved as to form:

\_\_\_\_\_  
City Attorney

## **COUNCIL AGENDA**

June 9, 2020

**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 two years. The City does not have its own crews or equipment for maintenance of traffic striping.

### **STATEMENT OF FACT**

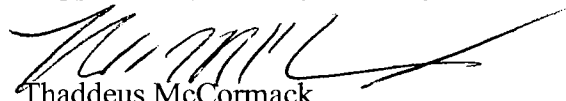
PCI has provided traffic striping maintenance services for the past two years for the City in a very professional and cost effective manner.

The Agreement with PCI entitles them to a price increase based on the April to April CPI for this area. PCI has agreed to forego the CPI increase for this year.

### **RECOMMENDATION**

That the City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2021, 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   
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, 2020 and ending June 30, 2021 except as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein. (Note that the prices shown reflect the same prices as FY 19-20)

Dated the 9th day of June, 2020.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
Steve Skolnik, City Attorney

**CITY OF LAKEWOOD  
AGREEMENT  
FOR  
TRAFFIC STRIPING MAINTENANCE - 2021  
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, 2021. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

**A. Maintenance Unit Prices (Thermo)**

<b>Item No.</b>	<b>Description (Caltrans StanPlans)</b>	<b>Units</b>	<b>Unit Price</b>	
1	Detail 2 (Thermo)	LF	\$0.42	
2	Detail 9 (Thermo)	LF	\$0.59	
3	Detail 22 (Thermo)	LF	\$0.96	
4	Detail 29 (Thermo)	LF	\$0.91	
5	Detail 32 (Thermo)	LF	\$0.96	
6	Detail 38 (Thermo)	LF	\$1.06	
7	Detail 39 (Thermo)	LF	\$0.42	
8	Type IV Arrow (Thermo)	EA	\$85.40	
9	4-inch Traffic Stripe (Thermo)	LF	\$0.64	
10	12-inch (Limit Lines, Crosswalks) (Thermo)	LF	\$2.99	
11	Pavement Markings (Legends) (Thermo)	SF	\$5.87	
12	Raised, Reflective Pavement Markers (in addition to ones in above Details)	EA	\$5.33	

## EXHIBIT A (continued)

### B. Maintenance Unit Prices (Paint)

Item No.	Description (Caltrans StanPlans)	Units	Unit Price	
1	Detail 1 (Paint)	LF	\$0.13	
2	Detail 8 (Paint)	LF	\$0.13	
3	Detail 21 (Paint)	LF	\$0.24	
4	Detail 28 (Paint)	LF	\$0.24	
5	Detail 31 (Paint)	LF	\$0.24	
6	Detail 38A (Paint)	LF	\$0.24	
7	Detail 39 (Paint)	LF	\$0.20	
8	Type IV Arrow (Paint)	EA	\$58.72	
9	4-inch Traffic Stripe (Paint)	LF	\$0.32	
10	12-inch (Limit Lines, Crosswalks) (Paint)	LF	\$1.44	
11	Pavement Markings (Legends) (Paint)	SF	\$4.27	
12	Curb Painting (Paint)	LF	\$1.33	

## COUNCIL AGENDA

June 9, 2020

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

**SUBJECT:** Renewal of Agreement with Pocock Design Solutions Inc. – On-Call Mechanical and Plumbing Engineering Services

### INTRODUCTION

In the course of work assigned to the Public Works Department specialized engineering and technical consultants are needed. Pocock Design Solutions Inc. has been our on-call service provider to provide mechanical and plumbing engineering services for the City of Lakewood. Staff recommends their agreement be renewed.

### STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large Capital Improvement Projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends renewal of an on-call professional services agreement with Pocock Design Solutions.


Pocock Design Solutions perform mechanical and plumbing engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. PDS provides design engineering services as required to provide both HVAC systems and plumbing systems designs that comply with California code. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. Recently, they provided the mechanical and plumbing plans for the renovation of the Burns Community Center, and have provided assistance during construction of the Burns project as needed. They also provided the design engineering and consulting for the City Hall Boiler project.

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

### 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, 2021, in an amount Not-To-Exceed \$20,000, 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, 2020, and ending June 30, 2021.

The Agreement of June 27, 2017, as amended on June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

---

ANDREW GOSSMAN, PRINCIPAL  
POCOCK DESIGN SOLUTIONS, INC.

---

MAYOR

APPROVED AS TO FORM:

ATTEST:

---

CITY ATTORNEY

---

CITY CLERK



## COUNCIL AGENDA

June 9, 2020

**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, 2021.

### 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, 2021 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, 2020, and ending June 30, 2021.

The Agreement of June 27, 2017, as amended on June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
RICHARD FISHER, PRESIDENT  
RICHARD FISHER ASSOCIATES

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## **COUNCIL AGENDA**

June 9, 2020

**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, 2021, 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, 2020, and ending June 30, 2021.

The Agreement of June 27, 2017, as amended on June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
ROBERT F. DANIELS, S.E.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK

## **COUNCIL AGENDA**

June 9, 2020

**TO:** The Honorable Chairman and Board Members

**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. Financial assistance for this program is provided by a grant.


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, screens, deadbolts, damaged wood replacement, and weatherization services. The current contract expires on June 30, 2020.

### **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, 2021, within limits budgeted for this program. Funds for this contract are included in the City's proposed FY 2020-21 budget.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

### Attachments

Agreement for Fix-Up Paint-Up Program

**AGREEMENT  
FOR  
FIX-UP PAINT-UP PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of July 2020, 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 \$3,000.00 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 are 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, 2020 to June 30, 2021 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

\_\_\_\_\_  
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 9, 2020

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

**SUBJECT:** Approve Amendment of Environmental Services Agreement with S.C.S. Engineers

### **INTRODUCTION**

The City has utilized solid waste and environmental consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. S.C.S. Engineers has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates establish by the State.

### **STATEMENT OF FACT**

The City is in need of on-call services of an environmental services consulting firm. S.C.S. Engineers has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time and material basis, under S.C.S.'s standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with S.C.S. Engineers and provide written authorization to proceed.

When S.C.S. Engineers is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services agreement. For smaller projects or studies where fees are less than \$20,000, S.C.S. Engineers provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the operating budget or within the -

### **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, 2021 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  
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 1<sup>st</sup> day of July 2001 under the same terms and conditions for one year commencing July 1, 2020 and ending June 30, 2021 except as amended.

Dated the 9th day of June 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

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S.C.S. ENGINEERS

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MAYOR

APPROVED AS TO FORM:

ATTEST:

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CITY ATTORNEY

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CITY CLERK

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Renewal of Agreement with Sierra Installations, Inc. for  
Lakewood's Street Banner Marketing Program

### **INTRODUCTION**

Sierra Installations, Inc. was hired in 2003 to install the city's street banner marketing campaigns, as one way of advertising citywide special events, and public awareness education. Staff recommends their agreement be renewed.

### **STATEMENT OF FACT**

In 2003, the City Council authorized funds for a street banner marketing program. Campaigns include advertising such as Shop Lakewood and marketing messages such as "Great Ideas Last for Generations", Neighborhood Watch, and Saving Water and Used Oil Recycling campaigns. The banners also provide the annual December holiday greetings and July fireworks education campaign.

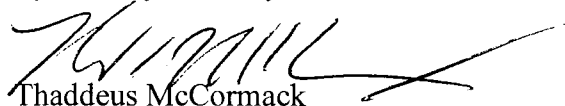
The "Great Ideas Last for Generations" banner continues as the "default" banner, meaning it is the banner that is up on all 287 light pole locations city-wide if there is no special campaign being advertised.

### **RECOMMENDATION**

Staff recommends that the City Council:

Extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$30,000, for a one-year period ending June 30, 2021, 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, 2020 and ending June 30, 2021, in an amount not to exceed \$30,000.

The Agreement of August 12, 2003, as amended on May 8, 2012, June 26, 2012, June 25, 2013, and June 12, 2018, is reaffirmed in all other aspects, except as amended herein. Dated the 9th day of June, 2020.

SERVICE PROVIDER

CITY OF LAKEWOOD

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Al Phillips, President  
Sierra Installations, Inc.

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MAYOR

APPROVED AS TO FORM:

ATTEST:

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CITY ATTORNEY

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CITY CLERK

## COUNCIL AGENDA

June 9, 2020

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

**SUBJECT:** Approve Amendment of the Animal Control Agreement

### INTRODUCTION

In July 2014, the City entered into a five-year agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services and the term of agreement will expire June 30, 2020.

### STATEMENT OF FACT

The proposed amendment includes an increase to the contract rate and a compulsory interest rate on delinquent payments with all other terms remaining the same as the current five-year agreement.


Service provided under our agreement with SEAACA include returning wayward dogs to owners, handling barking dog complaints, pick-up of deceased animals from public right-of-ways and residences, conducting vaccination/licensing clinics, and responding to non-routine animal control incidents like animal 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 3.4% 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, 2021, in an amount not to exceed \$680,750 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 1<sup>st</sup> day of July 2009 under the same terms and conditions for one year commencing July 1, 2020 and ending June 30, 2021 except as further amended as follows:

1. Revise Section II, Item 2. a) - to establish a new contract rate not-to-exceed \$680,750. All other conditions of said section to remain the same.

Dated the 9th day of June 2020.

SEAACA

CITY OF LAKEWOOD

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SEAACA EXECUTIVE DIRECTOR

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MAYOR

APPROVED AS TO FORM:

ATTEST:

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CITY ATTORNEY

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CITY CLERK

## COUNCIL AGENDA

June 9, 2020

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

**SUBJECT:** Renewal of Agreement for Fire and Burglar Security Systems Monitoring and Maintenance Services with Stanley Convergent Security Solutions, Inc.

### INTRODUCTION

Stanley Convergent Security Solutions, formerly Sonitrol, has been providing monitoring and maintenance of the fire and security alarm systems at various City facilities since 1988. Stanley continues to provide excellent service under their agreement to date. Staff recommends their agreement be extended.

### STATEMENT OF FACT


The City is in need of the services of a company to monitor and maintain the fire and burglar systems currently installed at a number of city facilities. Stanley Convergent Security Solutions, Inc. of Santa Ana, formerly Sonitrol, has been installing the protection systems and providing the monitoring service for the City of Lakewood since 1998. Stanley Convergent Security Solutions, Inc.'s agreement expires on June 30, 2020. 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, 2021, 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, 2020, and ending June 30, 2021.

The agreement of June 25, 2013, as amended June 26, 2018, is reaffirmed in all other aspects, except as amended herein.

Dated the 9<sup>th</sup> of June 2020.

STANLEY CONVERGENT SOLUTIONS, INC.

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST

APPROVED AS TO FORM:

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

\_\_\_\_\_  
City Attorney



**EXHIBIT "A" JULY 1, 2020**

	<u>Monthly</u>	<u>Quarterly</u>	<u>Sub-total</u>	<u>Annual</u>
CITY HALL SOUTH ENTRANCE - ACCESS CONTROL	86.22	258.66		
CITY HALL FIRE/BURG	715.02	2,145.06		
CITY HALL ADD-ON BURGLAR 2003	11.50	34.50		
CITY HALL CCTV CAMERAS (\$235+\$16) (INCLUDES CENTRE PILLARS 2004)	327.40	982.20		
CITY HALL CCTV ADD ON - PLAQUE	27.62	82.86		
CENTRE BURGLAR SYSTEM	8.18	24.54		
CITY HALL ADD-ON BUTTONS/\$ CLIP 2004	165.75	497.25		
CATV STUDIO AREA	86.22	258.66		
FIRE SYS MONITORING CITY HALL	915.62	2,746.86	\$ 7,030.59	
NIXON ST BLDG A	596.24	1,788.72		
NIXON CCTV	171.37	514.11		
NIXON ST BLDG B	178.80	536.40		
NIXON ST BLDG D & C	175.90	527.70	\$ 3,366.93	
<b>10106300 51060</b>			<b>\$ 10,397.52</b>	<b>\$ 41,590.08</b>
ARBOR RD - REPRO,WRHOUSE & SHOPS	189.11	567.33		
ARBOR YD BURG UPGRADE 7/04	254.76	764.28		
ARBOR RD - WATER OFFICES	187.39	562.17		
WATER-BURGLAR COMMAND VEHICLE	40.93	122.79		
ARBOR FIRE - 2010 UPGRADE	159.60	478.80		
WATER-GATE INTERCOM	23.53	70.59		
WATER-ACCESS	18.41	55.23		
<b>75008000 51060</b>			<b>\$ 2,621.19</b>	<b>\$ 10,484.76</b>
BISCAILUZ-BURGLAR	211.78	635.34		
BISCAILUZ-CCTV	86.97	260.91	\$ 896.25	
BLOOMFIELD PARK-ACCESS CONTROL	95.15	285.45		
BLOOMFIELD PARK-BURGLAR	95.15	285.45		
BLOOMFIELD-CCTV	197.47	592.41		
BLOOMFIELD-MONITORING ADD 2 ACCESS CONTRC	4.10	12.30	\$ 1,175.61	
BOLIVAR PARK	264.62	793.86	\$ 793.86	
BOYAR BURGLAR	94.13	282.39		
BOYAR ACCESS	22.51	67.53		
BOYAR FIRE	196.44	589.32		
BOYAR CCTV	407.20	1,221.60	\$ 2,160.84	
BURNS-BURGLAR	216.90	650.70		
BURNS-FIRE	173.53	520.59		
BURNS-UP STAIRS ACTIVITY ROOM	8.18	24.54	\$ 1,195.83	
DEL VALLE PK BURG	97.20	291.60	\$ 291.60	
MAYFAIR PK	301.20	903.60		
MAYFAIR PK FIRE	129.93	389.79		
MAYFAIR PK CCTV ACT BLDG	163.70	491.10		
MAYFAIR PK SWIM PAVILION & SERVICE KITCHEN U	35.81	107.43		
MAYFAIR PK CCTV TOT LOT, SHELTER, GAME COUR	204.63	613.89	\$ 2,505.81	
MONTE VERDE BURGLAR	174.96	524.88		
MONTE VERDE FIRE	143.24	429.72	\$ 954.60	
PALMS PK	320.31	960.93		
PALMS PK CCTV	268.06	804.18		
PALMS PK FIRE	215.88	647.64	\$ 2,412.75	
SAN MARTIN-BURGLAR	94.13	282.39	\$ 282.39	
WEINGART SR CENTER	283.59	850.77		
WEINGART SR CENTER/CCTV	81.85	245.55		
WEINGART SR CENTER/FIRE	335.58	1,006.74	\$ 2,103.06	
YOUTH CENTER BURG	155.20	465.60		
YOUTH CENTER FIRE	188.26	564.78	\$ 1,030.38	
<b>10106400 51060</b>			<b>\$ 15,802.98</b>	<b>\$ 63,211.92</b>
	<b>9,607.23</b>	<b>28,821.69</b>		<b>\$ 115,286.76</b>
<b>Grand Total</b>				<b>\$ 115,286.76</b>

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** Agreement for Helicopter Maintenance with STEAM Aircraft, Inc.

### **INTRODUCTION**

STEAM Aircraft Inc. has been maintaining the Sky Knight helicopters since 2005. The current Agreement will expire on June 30, 2020 unless extended.

### **STATEMENT OF FACT**

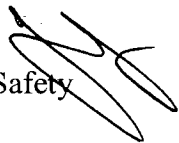
STEAM Aircraft is providing excellent maintenance for the Sky Knight helicopters at the Long Beach airfield. The helicopters are in good repair and STEAM mechanics have kept these aircraft airworthy and flying for every shift since their contract began.

The Agreement is based upon a guaranteed aggregate annual flight hours of 800 at a rate of \$147 per flight hour for inspections, maintenance, labor and servicing. Sky Knight typically logs about 1,000 flights hours per year. The agreement will commence July 1, 2020 for a two year term, expiring June 30, 2022.

### **RECOMMENDATION**

That the City Council approve the Agreement for Helicopter Maintenance with STEAM Aircraft Inc. from July 1, 2020 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



AGREEMENT  
ROBINSON R44 HELICOPTER MAINTENANCE

THIS AGREEMENT, made and entered into this 9th day of June 2020, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY" and STEAM Aircraft, sometimes hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, CITY and CONTRACTOR desire to enter into an agreement for the maintenance of the CITY's Robinson R44 Helicopters;

NOW, THEREFORE, in consideration of the promises and covenants of each of the parties as hereinafter set forth, the parties do mutually agree as follows:

SECTION 1. PURPOSES

CONTRACTOR agrees to maintain Robinson R44 helicopters; N930DK (Model R44, S/N 13963), N130SK (Model R44, S/N 11781), and any additional helicopters of the same make and model owned by the CITY OF LAKEWOOD, 5050 N. Clark Avenue, Lakewood, California, as set forth herein and in sections 1-13. The charge for this service is agreed to be at the rate of \$147.00 per flight hour to include inspections, maintenance, labor, and servicing. For the purpose of manpower and space requirements, it is agreed that the above hourly figure is based on a guaranteed aggregate annual minimum usage of 800 flight hours. It is also understood that the helicopters will be kept in an airworthy condition as much as possible for the convenience of the CITY to facilitate total utilization of the helicopters if and when needed.

SECTION 2. HANGARING AND SERVICING AGREEMENT

CONTRACTOR agrees to provide hangar space for City owned and operated Robinson R44 helicopters at Long Beach Airport. CONTRACTOR agrees to provide access and oil for servicing of the helicopters for a daily eight-hour shift, which will be set and changed by the CITY as they deem necessary. Any and all portions of the helicopters are to be kept in a clean and presentable manner any time they are airworthy for flight. The patrol aircraft will be cleaned and said helicopter ready for flight prior to the beginning of each shift. This is during normal work week hours. On weekends and holidays, the pilot will take care of moving the aircraft in and out of the hangar as well as cleaning windows. Cleaning materials shall be made available for the cleaning of aircraft windows by CITY personnel during non-operational hours of the CONTRACTOR.

Any aircraft on a non-flying status as determined by CITY for more than thirty (30) days due to, but not limited to, aircraft retirement, aircraft liquidation, and/or part sourcing, will incur a monthly storage fee. CITY agrees to pay CONTRACTOR \$4.00 per flight hour per month but not to exceed \$400 per month for storage fees.

### SECTION 3. INSPECTION AND MAINTENANCE AGREEMENT

At the factory recommended inspection times, the aircraft will be grounded at the CONTRACTOR's facility at the Long Beach Airport for that appropriate inspection and required maintenance. Regardless of factory recommended or required maintenance, the following inspection and maintenance shall be performed by the CONTRACTOR: Each 25 to 30 hours of flight time, the helicopter's main rotor head will be lubricated and then cleaned; each 50 to 60 hours of flight time, the engine spark plugs will be cleaned and/or changed; upon completion of each 100-hour inspection, the tail rotor will be balanced, and all aircraft systems approved for proper and smooth operation prior to being released for patrol. All pertinent maintenance logbooks must be updated with current mechanic endorsements for all work and inspections performed prior to the aircraft being returned to service. Test pilots to be one of the CITY's pilots or CITY approved CONTRACTOR pilots. All other unscheduled maintenance will be kept on an individual maintenance log and cleared within a responsible amount of time or at the next 100-hour inspection. Airworthiness defects will be cleared as soon as possible.

The flying time to ferry an aircraft to and from CONTRACTOR's facility at the Long Beach Airport will be performed by the CITY's personnel. It is recognized that certain on-site field repairs may be necessary to keep the aircraft operational and certain on-site field repairs may be required before an aircraft can be flown or the aircraft may need to be ground-handled or dollied back to said CONTRACTOR's facility. Labor required to perform repairs and equipment needed to ground-handle or dolly helicopters in the field may be charged to the CITY at the rate of \$147.00 per man hour.

### SECTION 4. AIRCRAFT CLEANING SPECIFICATIONS

DAILY: Duty aircraft shall have the windscreens and doors cleaned prior to the start of shift. Tailboom, gas tank, support struts and stabilizers shall have any accumulations of exhaust, smog, or oil and grease spatters wiped off. Interior shall have any trash removed and floor swept as necessary.

WEEKLY: In addition to the daily cleaning, once a week each aircraft shall have all windows cleaned inside and out. Entire aircraft shall be washed with soap and water with special attention paid to removal of any accumulations of grease and oil from the chin faring, cross tubes, aft cowl and impeller area. Engine shall be degreased and cleaned with either solvent or soap and water. Main rotor blades shall be washed with soap and water to remove any grease, smog, or salt accumulations then coated with WD-40 or equivalent to inhibit corrosion.

### SECTION 5. PARTS AGREEMENT

All Robinson parts required for maintenance of said helicopters will be billed to the CITY at CONTRACTOR's cost plus 15%. All parts other than Robinson manufactured parts will be billed to the CITY at CONTRACTOR's cost plus 15%. All parts suppliers must be approved by the CITY.

Avionics repair and installation will be performed by the authorized repair personnel or repair station selected by the CITY. The CONTRACTOR agrees to provide access to said helicopters for required avionics repairs by CITY selected personnel.

All damages caused by assigned personnel of the CITY, except those resulting from normal wear and tear, will be borne by the CITY at CONTRACTOR's cost, plus 15% for parts and labor, at \$147.00 per man-hour. The CONTRACTOR shall be responsible for all damage caused by

CONTRACTOR personnel to CITY property. This shall include all parts and labor to repair said damage.

#### SECTION 6. LIMITED LIFE REPLACEMENT PARTS

At the factory-recommended replacement time, all time-life items will be replaced or overhauled in accordance with standards established by the Federal Aviation Administration, or the Robinson Maintenance Manual. These items include main rotor blades, main rotor dampers, main rotor drive shaft and hub, main rotor thrust bearing, main rotor transmission, main rotor mast assembly, pitch bearing shafts, tail rotor blades, tail rotor drive shaft, tail rotor retaining strap, tail rotor transmission, tailboom, support struts, vertical stabilizer, horizontal stabilizer, lower coupling shaft, lateral bellcrank, upper, lower, and idler pulley bearings. Main rotor and tail rotor gearboxes shall be overhaul exchange by either the factory or a CITY approved overhaul facility.

In the event any time-life item requires replacement before its scheduled retirement, the CITY shall pay a portion of the labor cost to replace said item, based on a percentage of the time the item was short of retirement at the rate of \$147.00 per man-hour.

#### SECTION 7. ENGINE OVERHAUL AND INSTALLATION

The factory recommended engine overhaul time is 2,200 operating hours (R44). The labor to remove and install the engine is included in the hourly rate. Included is the labor required to prepare the engine for installation. The alternator shall be removed and overhauled at the time of engine overhaul. Additionally, at 500 hours time since overhaul, both magnetos shall be removed, cleaned, and inspected internally for conditioned and repaired/overhauled as necessary. The CITY will pay for any additional parts required for engine installation to include engine cowling, motor mounts, oil coolers, air filters, oil filters, oil lines, ducting, fittings, gaskets, clamps, and A.N. hardware at CONTRACTOR's cost plus 15% for labor and overhead.

In the event the engine requires replacement before its scheduled overhaul time, the CITY shall pay that portion of the labor cost to replace said engine based on percentage of the time the engine is short of its overhaul time. All engine suppliers and/or overhaul facilities must be approved by the CITY.

#### SECTION 8. MAINTENANCE EXPERIENCE

Maintenance personnel working on said helicopters will have three years of actual experience working on Robinson R44 series helicopters and will have completed the Robinson R44 series approved maintenance school. Any mechanic working on the helicopter that does not meet the three-years experience requirement shall be under the DIRECT SUPERVISION of a mechanic that does meet the three-years experience requirement and shall have all work inspected and signed off by the supervising mechanic. All mechanics shall have an FAA mechanic's license with an airframe and powerplant rating. The maintenance facility shall be an FAA approved, authorized maintenance repair station, or will have on staff a mechanic with an FAA approved mechanic's certificate (airframe and powerplant rated) with an Inspection Authorization.

#### SECTION 9. MAINTENANCE RECORDS AND INDEPENDENT INSPECTION

Maintenance work sheets, aircraft, and engine log books shall be maintained by the CONTRACTOR as recommended by Robinson Helicopters and FAA regulations, and shall be made available for inspection by the CITY personnel or its authorized agent upon request. Said records shall be maintained in a permanent and safe place, and none of said records shall be destroyed prior to four years after the termination of this agreement. At any time, upon reasonable notice to the CITY, CONTRACTOR shall release one or more of said aircraft to the Los Angeles County Sheriff's Department Aero Bureau, or such other agent selected by the CITY, for the purpose of inspection and verification of maintenance work.

#### SECTION 10. APPROVAL OF FACILITY AND MECHANICS

The CONTRACTOR will have fourteen days from award of the contract to set up and establish a facility at the Long Beach Airport that will provide for all aspects of this contract. All personnel and facilities are subject to approval by the CITY prior to the award and for the duration of this contract.

#### SECTION 11. HELICOPTER OIL AND LUBRICANT DISPOSAL

A \$15.00 surcharge will be added to each work order/invoice for the handling and disposal of helicopter oils and lubricants.

#### SECTION 12. PAYMENT

CITY agrees to pay the CONTRACTOR the aforementioned charges, costs, and consideration incurred each month during the term of this Agreement within thirty days after receipt of the CONTRACTOR's statement for said charges, costs, and consideration incurred during the preceding month. In addition to the foregoing, the CITY shall pay the sum of \$147.00 per operational hour of each aircraft during the preceding month, as indicated by the time meter on each aircraft and recorded by the CITY with CONTRACTOR's approval.

#### SECTION 13. FINANCIAL RECORDS AND AUDIT

The CITY shall have the right to inspect and audit the CONTRACTOR's financial records, as to all of the CONTRACTOR's business transactions, and not limited to transactions arising under this Agreement, at any reasonable time prior to the CITY'S execution of this Agreement and during the term of this Agreement. CONTRACTOR shall furnish the CITY prior to the execution of this Agreement, and at the time of any subsequent renewal of this Agreement, a current and past two years of financial statements, and accounts payable and accounts receivable aging report, and any other related financial records as requested by the Director of Administrative Services of the CITY, which shall be subject to the approval of the Director of Administrative Services.

If the CONTRACTOR is a wholly owned and subsidiary of a larger company and the CONTRACTOR's financial statements are incorporated in the financial statement of the larger entity, the current and past two years of financial statements of the large entity must be provided and indicate that the CONTRACTOR is in fact a whole owned subsidiary and shall be subject to the approval of the Director of Administrative Services. If the financial statement of the larger entity, the CONTRACTOR must provide another means to confirm this claim, subject to the approval of the Director of Administrative Services.

When requested, CONTRACTOR shall warrant to any condition specified in the financial statement. During the term of this Agreement, and for a period of four years after the termination thereof, CONTRACTOR shall maintain, without destruction, all financial records pertaining to any transaction performed by the CONTRACTOR under and pursuant to the terms of this Agreement.

The Director of Administrative Services shall make the final determination on the acceptability of the CONTRACTOR, based on the financial records provided.

#### SECTION 14. INDEMNITY

It is agreed by and between the parties hereto that all members, officers, agents, employees, subcontractors and their officers, and agents of CONTRACTOR shall not be CITY officers, agents, or employees, and the CITY shall not be liable or responsible to them for anything whatsoever. CONTRACTOR agrees the CITY shall not be liable for injury or damage to person or property that shall be occasioned or caused by any act or omission of CONTRACTOR, or its members, officers, agents, employees, subcontractors, their agents, officers, or employees, or any organization CONTRACTOR should be associated with in the furtherance of this Agreement, and that it will hold the CITY, its officers and employees harmless from liability hereon, and will defend the same in respect to any claim or legal action that might ensue as a result of such injury or damages. CONTRACTOR waives as consideration for this Agreement any right it may have to seek indemnity or other relief against the CITY by reason of any judgment against it, or payment by it arising out of any suit, claim, or accident; and, further, CONTRACTOR releases CITY, its officers and employees from any liability for contribution as a joint tortfeasor.

#### SECTION 15. ASSUMPTION OF RISK

CONTRACTOR does hereby assume all risks to itself, its personnel, subcontractors, agents and employees thereof, of personal injury or death, and all risk of property damage, or loss to any property, wares, or materials of the CONTRACTOR from whatever source, and said CONTRACTOR further release CITY, its officers and employees from any liability therefore.

#### SECTION 16. WORKERS' COMPENSATION

CONTRACTOR certifies it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the terms and provisions of that Code, and it certifies it will comply with such provisions before commencing the performance of the work of this Agreement, and during the term of this Agreement.

#### SECTION 17. INSURANCE

During the term of this agreement, the CONTRACTOR shall maintain in full force and effect, and deposit with the City Clerk of the CITY, insurance or certificates of insurance, which shall evidence insurance coverage for bodily injury and property damage, including products of liability, with a combined single limit of at least \$10,000,000. In addition, CONTRACTOR shall maintain a \$900,000 fire/hangar coverage insurance policy. Said policy to cover fire and theft, as well as damage from other casualty. Said policy shall contain a provision that the same cannot be canceled without at least ten days notice to the CITY. CONTRACTOR shall obtain and file with the City Clerk during the term of this Agreement, an endorsement naming the CITY OF LAKEWOOD as co-insured.

#### SECTION 18. INDEPENDENT CONTRACTOR ASSIGNMENT

It is expressly understood and agreed that CONTRACTOR has the full management, supervision, and operation of the services herein specified to be performed by it. It is expressly understood and agreed that CONTRACTOR has been retained as an Independent Contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the Independent Contractor status of performing said services, and assumes risk to itself and its employees for property damage or loss of property, or personal injuries or death arising out of the performance of this Agreement, and does hereby release the CITY OF LAKEWOOD, its officers and personnel from any liability for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore.

CONTRACTOR shall not assign the performance of this Agreement, not any part thereof, nor any money due hereunder, without the prior written consent of the CITY OF LAKEWOOD.

#### SECTION 19. REIMBURSEMENT

CONTRACTOR agrees to reimburse the CITY for any damage occasioned thereby the misfeasance or nonfeasance of said CONTRACTOR, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this agreement or the use of any CITY equipment in the performance of this agreement.

#### SECTION 20. NOTICE

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

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

CONTRACTOR: Andy Thompson  
STEAM Aircraft  
3250 Airflite Way  
Long Beach, California 90807  
714-522-2750

#### SECTION 21. CONTRIBUTION

CONTRACTOR waives, in consideration of this agreement, any right it might have to seek indemnity, contribution as a joint tortfeasor, or other relief from the CITY by reason of any judgment against the CONTRACTOR for payment by it arising out of any lawsuit, claims, or actions brought by any person for or on account for any injuries or damages occurring in the performance of said contract by CONTRACTOR, its agents, subcontractors, and employees.

#### SECTION 22. TERM

This Agreement shall be effective on July 1, 2020, and ending at midnight on June 30, 2022. This Agreement may be sooner terminated by the CITY, without cause, on 30 days notice. This agreement may be sooner terminated by the CONTRACTOR, without cause, on 90 days notice. This Agreement may be sooner terminated by either party, for material breach hereof, at any



time, provided that the terminating party gives the other party 15 days' notice of such material breach, and such material breach remains uncured at the end of such 15-day period.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date aforementioned.

CITY OF LAKEWOOD

By \_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

CONTRACTOR

By \_\_\_\_\_

## **COUNCIL AGENDA**

June 9, 2020

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

**SUBJECT:** T2 Systems Agreement - Cloud Hosted Parking Control Software Program

### **INTRODUCTION**

The current three-year maintenance agreement with T2 Systems (T2), the City's parking-control software provider, expires at the end of June 2020. This marks the end of the initial 2017 agreement with T2 that resulted from a comprehensive request for proposals process.

### **STATEMENT OF FACT**

T2 provides a highly-automated, cloud-based system and is responsible for all updating, maintenance, and support of the software. As the current maintenance agreement expires, T2 is proposing an annual maintenance agreement at a cost of \$22,410 (including credit card processing fees). This represents a 1.7% increase from the amount paid in the current year.

The Proposed Budget for Fiscal Year 2020-21 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 \$22,410 in FY 2020-21; and have the City Attorney approve as to form.



Jose Gomez

Director of Finance & Administrative Services



Thaddeus McCormack

City Manager

## T2 Systems - Confidential Quotation



**Bill To:**  
City of Lakewood CA  
P O Box 220  
Lakewood, California 90714  
United States

**Prepared By:**  
Tristen Moe

**For:** City of Lakewood CA  
**Quote ID:** Q-08898  
**Revised Quote Issued:** 04/02/2020  
**Quote Expires:** 06/17/2020

**Ship To:**  
City of Lakewood CA  
P O Box 220  
Lakewood, CA 90714  
United States

**Prepared For:**  
Andrew Camacho

### Subscriptions

Product Name	Quantity	Sales Price	Total
<b>Core Flex Basic Edition</b>			
Year 1	4.00	USD 2,544.61	USD 10,178.44
Term: 07/12/20 - 07/11/21			
<b>FlexPort Enforcement</b>			
Year 1	4.00	USD 809.84	USD 3,239.36
Term: 07/12/20 - 07/11/21			
<b>Flex Mobile Enforcement</b>			
Year 1	6.00	USD 799.19	USD 4,795.14
Term: 07/12/20 - 07/11/21			
<b>Flex California DMV Secure File Transfer</b>			
Year 1	1.00	USD 3,196.75	USD 3,196.75
Term: 07/12/20 - 07/11/21			

**Total:** USD 21,409.69

**Additional Information:**  
**Freight Term:** FOB-VEND-PP  
**Payment Terms:** N30  
**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?

☐ YES

☐ NO

**Quote Number: Q-08898**

**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 #

# **T2 SYSTEMS, INC.**

## **SOFTWARE SUBSCRIPTION AGREEMENT**

THIS SOFTWARE SUBSCRIPTION AGREEMENT is entered into as of February 23, 2017 ("**Effective Date**") and contains the subscription agreement between the City of Lakewood, CA ("**Subscriber**") and T2 SYSTEMS, INC. ("**T2**"). Subscriber specific details are contained in the *Quote* executed by the Parties. Certain terms are defined in Article 13.

### **Article 1. SOFTWARE SUBSCRIPTION**

**Section 1.1 Software Subscription.** T2 grants to Subscriber a non-exclusive right to use: (i) one Production Copy of the T2 Flex® Software for its Authorized Concurrent Users and (ii) copies of the handheld ticket-writer software equal to the number of handheld ticket-writer Hardware units purchased by Subscriber, if applicable. T2 grants the Subscription(s) for the Authorized Purposes and no other purposes. At no time may the number of user accounts for the Software exceed the number of Authorized Concurrent Users. T2 has the right to monitor number of Concurrent Users. Subscriber may increase the number of Authorized Concurrent Users in the manner provided for in the *Quote*.

**Section 1.2 Term.** The Subscriptions granted in this Article 1 and Article 4 are for the term specified in Section 7.1.

**Section 1.3 Warranty of Functionality.** T2 warrants to Subscriber that:

For a period of ninety (90) days after T2 installs the T2 Flex® Software, including the handheld ticket-writer Software if applicable, at the Subscriber's premise or installs it on the Hosted System, whichever the case may be, the Software will provide at least the functionality contained in the then-current product literature as posted on T2's corporate website, and will perform without errors which would significantly affect its ability to provide that functionality. This warranty is contingent upon Subscriber advising T2 of any failure of the T2 Flex® Software to perform within ninety (90) days after the Installation Date. The notice to T2 shall specifically identify the error or errors. T2's services in connection with the correction of the errors shall be provided without charge to Subscriber. T2 does not warrant that the operation of the T2 Flex® Software will be uninterrupted or error free. Further, T2 does not warrant that the T2 Flex® Software will operate on any particular configuration of software, operating system or computer system.

**Section 1.4 No Other Warranties.** The warranties made by T2 in Section 1.3 with regard to both the T2 Flex ® Software and the handheld ticket-writer Software are in lieu of all other representations or warranties, express or implied, including without limitation any implied warranties of design, merchantability, or fitness for any specific or general purpose and those arising by statute or by law, or from a course of dealing, or usage of trade, all of which are disclaimed.

Section 1.5 **Installation.** Except as provided in Section 3.2, T2 shall install the Software and confirm that the Software is working properly. Once the Software is installed, the Subscriber shall verify that the installation is complete and the Software is working properly.

## Article 2.   **HARDWARE**

Section 2.1 **Applicability.** The provisions of this Article 2 apply only if *Quote* states that T2 or an authorized T2 Systems distributor will sell hardware (the “**Hardware**”) and related software. In addition, the provisions of Article 2 only apply to Hardware purchased through T2 or an authorized T2 Systems distributor. Any Hardware purchased from sources outside of T2 will be the sole responsibility of the Subscriber. T2 will not be responsible for the failure of the software to perform to the extent that such failure to perform is due to the failure of a third party function, such as Internet availability required for the connection between the Hardware and Flex or the wireless network availability required for the T2 Software to be able to send and receive data. In no event shall T2 be liable for the failure of the software to perform if such failure arises due to the combination of the software with third party hardware or software. T2 shall not cover repair, labor or replacement of parts that are by nature expendable.

Section 2.2 **Handheld Hardware Warranty.** T2 warrants to the Subscriber that the Handheld Hardware will be free from defects in workmanship and materials, under normal use, for one year (365) days from the date the Hardware is delivered.

Section 2.3 **Access Revenue Control Hardware Warranty.** T2 Systems warrants that all hardware sold will be free from any defects in material and workmanship for the warranty periods described below under normal operating conditions when installed in accordance with the T2 Systems installation instructions, normal wear and tear excepted.

The warranty periods for the following products are:

- (i)      Vehicle Gates: 2 years or 1 million cycles. (Whichever comes first)
- (ii)     Revenue equipment (including firmware): 1 year
- (iii)    Loop Detectors: 1 year

The warranty period shall start from the date of installation of the product by certified installation personnel. If a project requires a delayed warranty start date, the distributor or customer must request a delayed start date in writing five business days before the scheduled installation date. T2 Systems will review and accept on a case by case basis. No distributor shall have the authority to bind T2 Systems to any warranty beyond that extended therein.

Section 2.4 **Exclusive Remedy.** Should a Hardware Error occur during the warranty period and you notify T2, Subscriber’s sole and exclusive remedy shall

be, at T2's sole option and expense, to repair or replace the Hardware parts which have been found to be defective. At T2's sole discretion, parts may be repaired as opposed to being replaced. T2 may replace parts with others of like kind and quality. T2 will provide service at any T2 service center or at such other location as may be designated by T2. Subscriber agrees to follow the Return Materials Authorization Process as set forth in Section 2.8.

**Section 2.5 Hardware Repair Limitations.** T2's liability for Hardware repairs under this Agreement shall be limited to the actual cash value of the Hardware in operating condition at the time of the claim. Except as otherwise expressly agreed by T2, nothing herein shall obligate T2 to repair or replace aesthetic or structural items including, but not limited to, damage to the case or screen from dropping, warping of any kind to housing, case or frame of the Hardware. Subscriber agrees that it is responsible for repair costs associated with worn out or damaged touch screens or LCD modules. This Agreement only applies to the operation of the Hardware under the conditions for which it was designed, and does not cover damage resulting from external causes such as, but not limited to, damage resulting from a collision with any object or from fire, flooding, sand, dirt, windstorm, hail, earthquake, act of God, damage from exposure to weather conditions not anticipated or contemplated by the manufacturer's specifications, battery leakage, theft, misuse, abuse, damage from failure of, or improper use of, any electrical sources or connection to other products not recommended for interconnection by the Hardware manufacturer. Subscriber shall perform all preventative maintenance recommended by the Hardware manufacturer to maintain the Hardware in operating condition and Subscriber agrees that any loss or damage resulting from the failure to provide the Hardware manufacturer's recommended maintenance is not covered by this Agreement.

**Section 2.6 Obsolete Hardware.** While it is T2's intention to support Hardware for as long as is technically and financially feasible, T2 reserves the right to discontinue maintenance and support of obsolete Hardware six months after providing written notice to Subscriber. After that time, T2 will offer repair services on the then-current standard rates for time and materials for the obsolete Hardware so long as parts and labor are reasonably available.

**Section 2.7 Engineering Modifications.** All products of T2 Systems are subject to design and/or appearance modifications which are production standards at the time of shipment. T2 Systems may, but shall not be required, to, modify, or update products shipped prior to a current production standard.

**Section 2.8 Return Materials Authorization (RMA) Process.** In the event that Subscriber experiences a malfunction with respect to the Hardware, Subscriber shall call T2 technical support in order to determine the cause of the malfunction. If T2 technical support determines that the Hardware does require service, the technician will instruct Subscriber as to the proper return procedure. A Return Material Authorization Number (RMA) must be obtained before product is returned. Subscriber shall return the damaged Hardware, together with a description of the malfunction, to T2 or other service location as directed by the T2 technician. Subscriber shall remove the Flash ROM or RAM cards prior to shipping the Handheld Hardware to the appropriate T2 service center. Subscriber is responsible

for all freight and insurance charges inbound to the service center. T2 is responsible for all freight and insurance charges outbound from the service center. T2 Systems is not responsible for removal, installation, or any incidental expenses incurred in replacing the defective item or shipping the product to or from the distributor or customer.

**Section 2.9 Restocking Fee for Returned Hardware.** The Subscriber may return handheld and T2 Point of Sale hardware within 30 days of delivery if the goods are in an unsoiled, undamaged, new, and re-saleable condition. The Subscriber may cancel access and revenue control hardware within three (3) weeks of T2 receiving a purchase order. T2 charges a minimum of 25% restocking fee on all equipment that is returned unless the delivered goods were damaged or found malfunctioning upon arrival by purchaser. The credit will be issued only after the equipment is inspected and determined by an Employee of T2 to be in unsoiled, undamaged, new and re-saleable condition. The Subscriber will pay for all freight charges to T2's plant unless the delivered goods were damaged or found malfunctioning upon arrival, in which case the seller shall pay all return freight charges. Subscriber and/or the Distributor agree to inspect all delivered pieces of ARC hardware immediately and report any visible damage within 48 hours to T2. Failure to report damage in this time frame will result in the inability to replace damaged goods. Hidden damage (i.e. electrical issues, board malfunctions, etc.) must be reported within 7 days.

**Section 2.10 Limitation of Liability.** THE WARRANTIES AND REMEDIES SET FORTH IN THIS Article 2 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY T2. T2 SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE HARDWARE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF T2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS SUBSCRIPTION AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. T2'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT T2'S OPTION.

### Article 3. HOSTING SERVICES



Section 3.1 **Applicability.** The provisions of this Article 3 apply only if *Quote* states that T2 will provide hosting services (“**Hosting Services**”).

Section 3.2 **Software Installation.** T2 shall install the Software on the Hosting System.

Section 3.3 **Access.** In consideration of the payment of the Hosting Fee, T2 will provide Subscriber access to the Software via the Hosting Services and Hosting System. Subscriber may access the Hosting System using Subscriber’s remote access equipment. T2 shall undertake commercially reasonable efforts to provide Subscriber with consistent service in a shared hardware environment (i) insulated from changes in the Internet, and (ii) sufficient to access the Software on T2 Application Server through the Internet twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance performed pursuant to notice to Subscriber. T2 shall monitor T2’s Application Server and undertake commercially reasonable efforts to restore promptly all failures of service at no additional charge to Subscriber. Subscriber shall be solely responsible for (i) providing Internet devices and supported browsers, and (ii) Internet connections, at Subscriber’s sole cost and expense.

Section 3.4 **Hours of Operation.** Generally, connectivity will be available seven (7) days per week, twenty-four (24) hours per day. Subscriber’s access is subject to outages for scheduled maintenance activities and outages attributable to failure of the Subscriber’s telecommunications provider to provide an Internet connection. Whenever practical, scheduled maintenance activities will be performed [*outside*] the hours of 8:00 a.m. and 8:00 p.m ET. Notice of scheduled maintenance shall be provided to Subscriber via email.

Section 3.5 **Maintenance and Updates.** T2 shall provide maintenance for the Hosting System, including updates and patches and shall install any updates or enhancements for the Software that are released by T2 to its Subscribers. T2 will notify Subscriber when the updated version is available.

Section 3.6 **Improvements.** In order to maintain the quality of the Hosting Services provided by T2 hereunder, T2 reserves the right to change the hours of operation and other facilities and procedures relating to access and use of its Hosting Services. T2 will provide Subscriber with ten (10) days notice prior to any planned improvements that may materially affect the Hosting Services.

Section 3.7 **Passwords and Security.** Subscriber will control the issuance of passwords and user IDs for the use of the Software by Subscriber’s Authorized Concurrent Users. Subscriber shall be responsible for the confidentiality of all those passwords. Subscriber acknowledges that it will be responsible for all liabilities incurred through use of any password assigned to Subscriber, and that any transactions under Subscriber’s password will be deemed to have been performed by Subscriber.

Section 3.8 **Ownership of Data.** Subscriber shall maintain ownership of any Subscriber Data provided to T2 or input to the Software pursuant to this Agreement. T2 shall not supplement, modify or alter any Subscriber Data except as

directed or requested by Subscriber (other than technical modifications necessary to upload/format the Subscriber Data to the Web Site).

**Section 3.9 Limitation of Liability.** T2's total liability, if any, with respect to the subject matter of the Hosting Services (including, but not limited to, liability arising out of contract, tort, strict liability, breach of warranty or otherwise), is limited to the fees paid by Subscriber for the Hosting Services in the three (3) months prior to the act that gave rise to the liability; *provided, however*, that this limitation does not apply to damages to Subscriber directly caused by willful or malicious misconduct by T2 or its employees or by any claims brought against Subscriber based upon a violation of third party rights by the Software, which are covered by Section 10.4. T2 WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE SERVICE), WHETHER OR NOT FORESEEABLE AND EVEN IF T2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER.

**Section 3.10 Warranties.** EXCEPT AS MAY BE OTHERWISE SPECIFICALLY SET FORTH IN THE QUOTE, T2 MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE HOSTING SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 3.11 Performance.** ALTHOUGH T2 WILL TAKE REASONABLE STEPS TO PROVIDE ERROR-FREE AND CONTINUOUS HOSTING SERVICES, T2 DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AS A RESULT, THE HOSTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

#### Article 4. PROFESSIONAL SERVICES.

**Section 4.1 Applicability.** The provisions of this Article 4 apply only if the *Quote* states that T2 will provide web site development services or other custom development services (collectively, the "**Professional Services**").

**Section 4.2 Web Site.** T2 shall provide a Web Site for Subscriber. T2 and Subscriber contemplate that the Web Site will be enhanced over time and unless T2 is providing Hosting Services, the Web Site will be hosted by Subscriber.

**Section 4.3 License.** Subject to payment by Subscriber of any Web Site Fee which is due, T2 grants to Subscriber a non-exclusive right to use the Web Site prototype and any additional enhancements or customization in connection with the use of the Software under the same Terms and Conditions.

**Section 4.4 Web Site Development.** If the Subscriber determines that the Web Site requires additional enhancements or customization, T2 shall provide development services relating to the Web Site. T2's services in assisting Subscriber in this regard shall be provided on a Time and Materials Basis.

## **Article 5. TECHNICAL SUPPORT**

**Section 5.1 Technical Support Services.** T2 offers the Subscriber technical support as described in Section 13.9.

**Section 5.2 Technical Support Hours.** T2 offers Technical Support from 8:00 a.m. EST to 8:00 p.m. EST Monday through Friday excluding holidays. The Target Response Time is two (2) hours.

**Section 5.3 Updates and Enhancements.** To the extent that T2 releases an updated or enhanced version of the Software during the Subscription Term, T2 will make the updated version available for download by Subscriber at no additional charge. Subscriber shall be permitted to use the updates and enhancements to the extent provided in Article 1.

**Section 5.4 Technical Support Exclusions.** T2 will not be responsible for failure to correct a problem to the extent that T2 is unable to replicate the problem, or if the problem is caused by: (i) misuse of the Software, (ii) failure by Subscriber to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by T2, (iv) any change in applicable operating system software, or (v) the failure of Subscriber to install updates to the Software provided by T2. A Subscriber who is not current with their account will not be eligible for technical support. In any such event, T2 will advise Subscriber and, upon request, will provide such assistance as Subscriber may reasonably request with respect to such problem at T2's then-current standard rates for time and materials.

**Section 5.5 Cooperation.** Subscriber acknowledges (i) that certain services or obligations of T2 hereunder may be dependent on Subscriber providing certain data, information, assistance, or access to Subscriber's systems, (collectively, "**Cooperation**"), and (ii) that Cooperation may be essential to the performance of such services by T2. The parties agree that any delay or failure by T2 to provide services hereunder which is caused by Subscriber's failure to provide timely Cooperation reasonably requested by T2 shall not be deemed to be a breach of T2's performance obligations under this Agreement.

**Section 5.6 Supported Versions of Flex.** T2 requires all T2 Flex instances hosted by the Subscriber or hosted by T2 on behalf of Subscriber for either production or for testing to be the current or next most recently released T2 Flex application software version. T2 reserves the right to upgrade any T2 hosted T2 Flex instance with 24 hour notice to the Subscriber. Notice may be provided via email or phone.

## **Article 6. PAYMENT**

**Section 6.1 Fees.** The Subscription Fee, Web Development/eBusiness, Hosting Services Fee, Professional Services Fee, Hardware Fee and any additional agreed upon fees (collectively, the “**Fees**”) shall be payable according to the terms set forth in the *Quote*. Partial periods shall be prorated. Notwithstanding anything to the contrary contained herein, if this Agreement is terminated by T2 for cause or by Subscriber for convenience prior to the expiration of the Guaranteed Minimum Commitment (as set forth in the *Quote*), the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately upon acceleration.

**Section 6.2 Change in Fees.** T2 will increase the Fees in relation to CPI, but at no time the increase will exceed by five (5) percent per year, provided T2 notifies Subscriber in writing at least sixty (60) days prior to a renewal period. If T2 fails to provide a sixty (60) day notice, then the increase in fees will not become effective until the beginning of the first month following the sixty (60) day period after T2 notified Subscriber of the increase.

**Section 6.3 Certain Taxes.** If applicable, in addition to the consideration provided herein, Subscriber agrees to pay amounts equal to any sales, use, excise or other taxes or any custom duties levied against or imposed: (i) upon the subscription of the Software to Subscriber, or (ii) upon the Authorized Production Copies and the permitted back-up copies used by Subscriber, or (iii) upon the support provided under Article 5, or (iv) resulting from this Agreement, or any activities hereunder; but Subscriber shall not be obligated to pay any taxes based on T2’s net income. If Subscriber claims an exemption from any such taxes, Subscriber shall provide to T2 an appropriate exemption certificate. If Subscriber challenges the applicability of any tax, Subscriber shall nevertheless pay the same to T2 and Subscriber may thereafter challenge the tax and seek a refund thereof. Subscriber agrees to indemnify and hold harmless T2 from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Subscriber’s possession but shall have no such obligation to T2 with respect to any amount paid by Subscriber to T2 and not remitted to the relevant taxing authority.

**Section 6.4 Invoices.** Invoices for payment of amounts due to T2 under this Agreement shall be itemized in reasonable detail. If Subscriber does not dispute any part of an invoice, Subscriber shall pay the amounts due within thirty (30) days of receipt. If Subscriber disputes one or more items of an invoice, Subscriber shall: (i) pay T2 within thirty (30) days of receipt of the invoice the amounts for items not disputed; and (ii) notify the Finance Department of T2 within those thirty (30) days in writing of its dispute of one or more items of the invoice, identifying the item or items in dispute and setting forth in reasonable detail the basis for each dispute. Failure to so notify the Finance Department of T2 of each item in dispute and the basis therefore shall be deemed acceptance of those items, and Subscriber shall forthwith pay T2 therefore.

**Section 6.5 Failure to Make Payment.** If Subscriber fails to make any payments within thirty (30) days after the amount is due pursuant to this Agreement, then the amount, without the necessity of any notice or action by T2 shall become

due and payable together with interest thereon from the date of nonpayment at twelve percent (12%) per annum [or the highest rate permitted by law if less than twelve percent (12%)] and with reasonable attorneys' fees and other costs of collection. The non-exclusive subscription granted pursuant to Article 1 of this Agreement may be terminated by T2 with thirty (30) days prior written notice in the event Subscriber fails to make any payments when due under this Agreement.

**Section 6.6 Payment by Automated Clearing House.** If applicable, Subscriber agrees that the Subscription Fee and Web Site Fee (if applicable) shall be paid by Automated Clearing House debit. Subscriber agrees to complete the ACH Authorization Agreement accompanying this Software Subscription Agreement. If Subscriber is unable to execute an ACH Authorization Agreement, Subscriber shall make payment to T2 by check, credit card or debit card in the amount payable hereunder. Furthermore, Subscriber agrees to submit such payment to T2 so that payment is received by T2 on or before the Subscription Fee due date.

### **Payment Options**

1. Annual Subscription paid in advance
2. Monthly Subscription paid in advance. Monthly payments are subject to a 3% processing fee.
3. ACH (see above)

**Section 6.7 Late Charges.** If Subscriber does not make timely payment of the Subscription Fee to T2 of any amount payable hereunder, in addition to the remedies available to T2 at law or equity, T2 may collect interest on the sum then owing at the rate of 12% per month from the due date until payment by Subscriber; provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law and T2 may suspend services until all amounts due are collected. If payment is not received within thirty (30) consecutive days, T2 has the right to suspend services provided hereunder.

## **Article 7. TERM AND TERMINATION**

**Section 7.1 Term.** The term of the Subscriptions granted in Article 1 and the provision of support under Article 5 shall commence on the Installation Date or three (3) months from the Effective Date of the Software Subscription Agreement, whichever is earlier, and shall continue for the period set forth in the *Quote* ("**Initial Term**"). If the Subscriber delays installation beyond the timeline in the *Quote*, the Subscriber may incur additional installation fees. If a delay in installation is caused by T2, the initial term of this Agreement shall commence at the date the Software is installed and the Subscriber executes the installation verification acknowledgement. Except as may be otherwise provided in the *Quote*, the term of the Subscriptions and support shall be automatically renewed for an additional term of one (1) 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 (60) days in advance of the expiration of the then-current term.

**Section 7.2 Reengagement** When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon Project Plan because the Subscriber did not meet their deliverables, or if the Subscriber requests a new date after a committed date has been scheduled, the Subscriber will be responsible for:

- a) Acceleration of payment for all Professional Services completed to date (i.e., I&T, project management costs, eBiz, interfaces, etc.).
- b) All hard costs, including travel.
- c) Rebooking fees.
- d) Any necessary rework (repeat of training, additional data sample, additional PM hours) would be billed at restart.
- e) A reengagement fee of 20% of the total professional services plus travel expenses associated with the reengagement.

**Section 7.3 Termination.** Subscriber may terminate the Subscriptions granted in this Agreement, any support under Article 5, any Professional Services, and any Hosting Services by notice of non-renewal given in accordance with Section 7.1 or by notice given in accordance with the provisions of Article 11. T2 may terminate the Subscriptions granted in the Agreement and any support under Article 5 by notice of non-renewal given in accordance with Section 7.1, by termination as provided in Section 6.5 or upon fifteen (15) days prior written notice in the event Subscriber uses the Software in a manner not permitted under the Agreement. Nothing in this agreement or any other agreement between the parties shall prohibit T2 from contracting with, or providing goods (including software) or services to, any other party to service the same end users contemplated by this agreement.

**Section 7.4 Return of Materials.** Upon termination of the Subscription of the Software or Handheld Software for any reason, Subscriber shall destroy all copies of the Software or Handheld Software and any other materials received from T2 and furnish T2 a written statement certifying that through Subscriber's best efforts, and to the best of Subscriber's knowledge, all copies of the Software or the Handheld Software, including all copies of Client Components, and any other materials received from T2, have been destroyed.

**Section 7.5 Return of Subscriber Data..**

Upon termination of the Subscription of the Software, T2 shall, at Subscriber's request, return Subscriber's data in an Oracle standard database export format. To accommodate special requests to receive data in any other format, Subscriber will be responsible for additional time and materials required to accommodate this request. All special requests will be scoped by T2 and then an initial estimate provided to the Subscriber.

**Section 7.6 Outstanding and Future Payment Obligations.** All payment obligations between the parties that are outstanding as of the effective date of termination, or which accrue hereunder prior to the effective date of termination or which accrue for services that are completed after the effective date of termination shall survive the termination of this Agreement.

## **Article 8. SUBSCRIBER DATA**

**Section 8.1 Confidential Treatment.** All Subscriber Data which is submitted by Subscriber to T2 pursuant to this Agreement will be safeguarded by T2 to the same extent that T2 safeguards data relating to its own business; *provided, however*, if Subscriber Data is publicly available, is already in T2's possession from a source other than Subscriber or otherwise known to it, or was rightfully obtained by T2 from third parties, T2 shall bear no responsibility for its disclosure, inadvertent or otherwise. Upon reasonable notice, Subscriber may inspect T2's facilities during regular T2 business hours to assure Subscriber of T2's compliance with this obligation.

**Section 8.2 Obligation of Subscriber to Protect.** The Software creates and stores databases of personal information of end-users and data relating to Subscriber on the computer system on which the Software is installed. Subscriber agrees to take all steps which it deems are appropriate to provide adequate security for that information.

## **Article 9. RESTRICTIONS ON USE OF THE SOFTWARE**

**Section 9.1 No Distribution.** Subscriber may not distribute or sublicense the Software to any person.

**Section 9.2 No Sublicense; Persons Authorized to Use.** Subscriber may not resell accounts or sublicense persons to use the Software other than Authorized Concurrent Users.

**Section 9.3 No Reverse Engineering.** Subscriber agrees that it will not create or attempt to create or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs for the Software or any part thereof from the object program or from other information made available under the Agreement (whether oral, written, tangible or intangible).

**Section 9.4 Limited Copies.** Subscriber is authorized to make copies of the Software, to the extent copies are reasonably required for back-up and archival purposes or for internal business operations. Subscriber agrees that while the Agreement is in effect, or while it has custody or possession of any property of T2, Subscriber will not copy or duplicate, or permit anyone else to copy or duplicate, any physical, magnetic, electronic or other version of the Software, beyond the number of authorized Production Copies subscribed pursuant to this Agreement, and Client Components which are installed on Authorized Concurrent Users' devices. Subscriber may modify the documentation as necessary for its internal

purposes, but shall not alter or remove any proprietary notice in the documentation, including but not limited to T2's name, logo and copyright notice.

**Section 9.5 Export.** Subscriber shall not permit any copy (in any medium) of all or any portion of the Software to be transmitted to or located outside of the United States except with T2's prior written consent and compliance by Subscriber with any applicable export or import requirements.

**Section 9.6 Passwords.** Subscriber shall not: (i) transmit or share identification and/or password codes to persons other than the Authorized Concurrent Users for whom such codes were generated; (ii) permit Authorized Concurrent Users to share identification and/or password codes with others; or (iii) permit the identification and/or password codes to be cached in proxy servers and accessed by individuals who are not Authorized Concurrent Users.

## Article 10. PROPRIETARY PROTECTION

**Section 10.1 T2 Confidential Information.** Subscriber and Subscriber's subsidiaries recognize that the source code for the Software, and all specifications, techniques, manuals (other than end-user materials), system documentation and other materials relating to the operation of the Software which are disclosed or made available to Subscriber by T2 pursuant to this Agreement (collectively, "**T2 Proprietary Material**") are confidential, proprietary and trade secret and are protected by law. The Agreement does not give Subscriber the right to have access to any source code for the Software.

**Section 10.2 Other Proprietary Information.** T2 and Subscriber each may provide the other information which it treats as confidential or proprietary and which either (a) it has marked "Confidential" or "Proprietary," or (b) a reasonable person in the circumstances would understand to be confidential or proprietary ("**Proprietary Material**"). The receiving party agrees: (a) not to use Proprietary Material it receives from the disclosing party for any purpose other than performing its obligations and exercising its rights under this Agreement; (b) to exercise at least the same care to maintain the confidentiality of the Proprietary Material as it does its own confidential information of the same type; and (c) not to disclose the Proprietary Material to any third party, except that it may disclose Proprietary Material (i) on a confidential basis to its affiliates and its and its affiliates' attorneys, accountants, consultants, lenders, potential lenders and financial, tax, technical and other advisors who agree to keep it confidential, (ii) when required to comply with applicable laws or governmental regulations, (iii) in response to a subpoena or other legal process provided that, if permitted by law, it first notifies the disclosing party and, to the extent possible, gives the disclosing party a reasonable opportunity to challenge the disclosure and (iv) on tax returns or in connection with any examination or audit thereof. "Proprietary Material" shall not include information received from a party which: (i) is in the other party's possession without actual or constructive knowledge of an obligation of confidentiality with respect thereto, prior to disclosure by the party; (ii) is or subsequently becomes part of a public domain through no fault of the other party; (iii) is disclosed to the other party by a third party having no obligation of confidentiality with respect thereto, and provided the other party did not have actual or constructive knowledge that such information



was wrongfully disclosed by such third parties; or (iv) is independently developed by the other party.

**Section 10.3 Reproduction of Marks.** Subscriber agrees that any copies made of the Software, Handheld Software, any other T2 Proprietary Material and any other material obtained from T2 shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.

**Section 10.4 Patent and Copyright Indemnity.** T2 warrants that the Software and any materials developed by T2 and provided by T2 to Subscriber will not infringe on any United States copyright or patent. Should any legal action be made against Subscriber based on infringement of a United States copyright or patent as a result of the Software or the Professional Services, Subscriber shall promptly notify T2 and T2 shall defend the action at its expense. T2's liability in that event will be limited to defending the action and payment of any resulting court costs and damages finally awarded against Subscriber in the action. T2's obligations pursuant to this Section 10.4 shall not apply to any infringement caused by or resulting from Subscriber modifications or attempted modifications to any relevant system, or from Subscriber's failure to implement changes or updates furnished by T2 to Subscriber during the term of this Agreement.

## Article 11. CORRECTION OF ERRORS

**Section 11.1 Correction of Functionality of the Software.** The liability of T2 for the functionality of the Software is limited, except as provided below in this Section, to the warranty provided in Section 1.3. If, thirty (30) days after the giving of the required notice described in Section 1.3, the Software fails to so conform, and the failure to conform is occasioned by T2's error and not operator error, faulty data or hardware failures, then, Subscriber may, at its election at any time thereafter while the failure remains uncured, send T2 a written notice that: (i) T2 has continued to fail to correct the failure; and (ii) Subscriber has elected to terminate the subscription of the Software. Upon the continuance of that failure for a period of thirty (30) days after such written notice of the continuance of such failure to correct and Subscriber's election to terminate has been given to T2 by the Subscriber ("cure period"), Subscriber may, and its exclusive remedy shall be to, terminate the subscription granted pursuant to the Agreement within sixty (60) days after the expiration of the cure period by the destruction of the materials described in Section 7.4, and have returned to it, (to the extent the amounts have not been previously refunded) the Subscription Fee, under Section 6.1 of this Agreement theretofore paid to T2 for the initial Subscription Term. If Subscriber fails to return the materials within thirty (30) days after the expiration of the cure period, Subscriber shall have waived its right to terminate the subscription and to receive a refund of the Subscription Fee.

**Section 11.2 Correction of Support Errors.** T2's liability under Article 5 is limited as provided in this Section 11.2. T2 commits to use commercially reasonable efforts repair "minor" bugs, which are errors that support a "work around" solution (a "**Minor Error**"), in the next production release of the Software, which would typically occur in ninety (90) days or less. New production releases (beta releases) are heavily tested by T2's technical staff and, typically, by

beta site Subscribers, meaning that “critical” bugs, which are errors that would stop a Subscriber from processing (a “**Critical Error**” and together with a Minor Error, an “**Error**”) rarely make it into a production release. Nevertheless, if a Critical Error makes it into a production release, T2 commits to use commercially reasonable efforts to distribute a software patch within forty-eight (48) hours of T2’s receipt of notice of the Critical Error. If an Error continues for a period of sixty (60) days after that detailed written notice has been given to T2 by Subscriber (“cure period”), Subscriber may, and its exclusive remedy shall be to terminate the subscription of the Software by certifying destruction of the Software and other materials in the manner provided in Section 7.4 within thirty (30) days after the expiration of the cure period and, upon such certification, have returned to it the prorated consideration representing Subscriber’s payment of the Subscription Fee for the days remaining in the then current Subscription Term computed from the date of T2’s receipt of the termination notice.

**Section 11.3 Correction of Hardware Errors.** T2’s liability under Article 2 is limited as provided in this Section 11.3. If after giving T2 notice of the Hardware Error, T2 fails to repair or replace the faulty Hardware, then, Subscriber may, at its election at any time thereafter while the Hardware Error remains uncured, send T2 written notice that (i) T2 has continued to fail to correct the Hardware Error and (ii) Subscriber has elected to terminate the Hardware Support services. If the Hardware Error continues for a period sixty days (60) after that detailed written notice has been given to T2 by Subscriber (“cure period”), Subscriber may, and its exclusive remedy shall be to request that T2 return the Hardware and have returned to it the prorated consideration representing Subscriber’s payment for the Hardware repair and support.

**Section 11.4 Correction of Professional Services Errors.** Subscriber shall notify T2 within thirty (30) days’ time after T2 advises Subscriber of its completion of the work in question when the Professional Services do not execute in accordance with the Subscriber’s specifications. The notification shall include the detailed variances and the information necessary for T2 to verify the variances. T2, upon actual receipt of the notification and verification of the detailed variances, shall modify the work so that it shall conform to the Subscriber specifications. The passage of the thirty (30) day period after T2 advises the Subscriber that the work is completed without the notification described herein shall constitute final satisfaction of the express warranty and the warranty period described above.

## Article 12. REMEDIES

**Section 12.1 Waiver of Jury Trial.** Each party hereto hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any claim, litigation or proceeding directly or indirectly arising out of, under or in connection with this Agreement.

**Section 12.2 Time to Sue.** No action, regardless of form, arising out of any of the transactions pursuant to this Agreement may be brought by Subscriber more than one year after the cause of action accrued.

**Section 12.3 No Other Liability.** Except to the extent provided in Section 2.2, Section 3.9 and Article 11, T2 and its third party licensors shall not be responsible for any claims against Subscriber by any other party nor shall T2 or its third party licensors be liable for any property damage, personal injury, loss or inaccuracy of data, loss of profits or revenues, interruption of business, out-of-pocket expenses or any other direct, indirect, special, consequential or incidental damages, however caused, whether based on contract, tort (including negligence), strict liability, warranty, statutory rights or any other basis arising out of Subscriber's use of the Software, the provision of support, consulting or the marketing, delivery or supporting thereof, or otherwise arising pursuant to this Agreement. In the event any of the foregoing limitations of liability are void or are not effective, Subscriber agrees that the liability of T2 and its third party licensors for damages, if any, shall not exceed the Subscription fees paid by Subscriber to T2 for the three (3) months preceding the earliest event giving rise to the liability. With respect to Professional Services, in the event any of the foregoing limitations of liability are void or not effective, Subscriber agrees that T2's liability shall in no case exceed the amounts paid to T2 by Subscriber under this Agreement for Professional Services, or parts thereof, involved in the claim and not otherwise reimbursed. If only a part of the Professional Services is the subject of a claim, then T2's liability shall be limited to the amount which T2 may have theretofore allocated to that part of the Professional Services of this Agreement, in the *Quote*, in any invoice of statement rendered, or to the amount as may be allocated by T2 in its good faith discretion to the part of the Professional Services. T2 shall not be liable for any lost profits or for any claim or demand against Subscriber by any other party.

## Article 13. DEFINED TERMS

**Section 13.1 Agreement.** The "Agreement" between T2 and Subscriber consists of this Software Subscription Agreement and the *Quote*.

**Section 13.2 Authorized Hosting Provider.** An "Authorized Hosting Provider" means T2 or its subcontractors.

**Section 13.3 Authorized Purposes.** Subscriber's "Authorized Purposes" are the use of the Software for the Subscriber's internal parking business operations.

**Section 13.4 Authorized Concurrent Users.** The number of "Authorized Concurrent Users" is set forth in the *Quote*. Subscriber may increase the number of Authorized Concurrent Users in the manner provided for in the *Quote*.

**Section 13.5 Client Components.** The "Client Components" are components of the Software, which T2 makes available for downloading by Authorized Concurrent Users onto a personal computer or other personal electronic storage device solely for Authorized Purposes.

**Section 13.6 Cooperation.** "Cooperation" is defined in Section 5.5.

Section 13.7 **Critical Error.** A “Critical Error” is defined in Section 11.2.

Section 13.8 **Effective Date.** The “Effective Date” is the date of this Agreement.

Section 13.9 **Technical Support.** “Technical Support” includes:

Service	T2 Hosted Customers	Self Hosted Customers
Assistance with upgrading T2 Flex Software	Included	Excluded
Assistance with upgrades to Oracle database releases	Included	Excluded
Assistance with installation of Oracle patches	Included	Excluded
Access to Crystal Reports library of 400+/- reports	Included	Included
Authorized Concurrent Users may participate in on-line T2 Systems training on Software upgrades	Included	Included
Database rebuilds or repairs	Included	Excluded

Section 13.10 **Professional Services.** “Professional Services” shall have the meaning set forth in Section 4.1.

Section 13.11 **Guaranteed Minimum Commitment.** Subscriber shall be liable for the remainder of the current annual subscription fee once each annual term commences. Notwithstanding anything to the contrary contained herein, if the Software Subscription Agreement is terminated by T2 Systems for cause or by Subscriber for convenience prior to the expiration of the Guaranteed Minimum Commitment, the unpaid balance for the Guaranteed Minimum Commitment shall accelerate and be due and payable in full immediately upon acceleration.

Section 13.12 **Hardware Error.** “Hardware Error” shall mean a defect in the Hardware that prevents Subscriber and its Authorized Concurrent Users from accessing the Software through the Hardware.

Section 13.13 **Hardware Fee.** “Hardware Fee” shall mean the fee set forth in the *Quote* for the initial term of. The Hardware Fee is subject to change as provided in Section 6.2.

Section 13.14 **Hosting Error.** “Hosting Error” shall mean a defect in the Hosting System that prevents Subscriber and its Authorized Concurrent Users from accessing the Software through the Hosting Services.

Section 13.15 **Hosting Services Fee.** "Hosting Services Fee" shall mean the fee set forth in the *Quote* for the initial term of the Hosting Services. The Hosting Fee is subject to change as provided in Section 6.2.

Section 13.16 **Hosting Services.** "Hosting Services" shall mean that T2 will install, operate, and maintain the Software on T2's Application Server, and provide to Subscriber access to T2's Application Server sufficient for Subscriber to exercise its subscription rights granted herein and for the Authorized Concurrent Users to communicate with, access and use the Software by way of the Internet.

Section 13.17 **Hosting System.** "Hosting System" shall mean the computer and network equipment owned and maintained by T2 or its designated third party and the operating software licensed by T2 or its designated third party.

Section 13.18 **Installation Date.** "Installation Date" shall mean the date the Flex application goes into production mode.

Section 13.19 **Minor Error.** A "Minor Error" is defined in Section 11.2.

Section 13.20 **Production Copy.** A "Production Copy" is an executable code copy of the Software which is used on a computer system to process live data. Copies of all or a portion of the Software whether on multiple computers or on a computer system will constitute a single Production Copy so long as a single database is used by all of the copies of the Software. The number of Production Copies authorized under this Agreement is one, unless otherwise set forth in the *Quote*.

Section 13.21 **Professional Services Fee.** "Professional Services Fee" shall mean the fee set forth in the *Quote* for the initial term of the Professional Services. The Professional Fee is subject to change as provided in Section 6.2.

Section 13.22 **Proprietary Material.** "Proprietary Material" shall have the meaning set forth in Section 10.1.

Section 13.23 **Remote Access Equipment.** "Remote Access Equipment" shall mean the equipment necessary for Subscriber to access the services on the Internet. The Remote Access Equipment is to be provided by Subscriber.

Section 13.24 **Subscriber.** The "Subscriber" is identified in this agreement.

Section 13.25 **Subscriber Data.** "Subscriber Data" shall mean the data provided to T2 by Subscriber and the Authorized Concurrent Users, including data regarding Authorized Concurrent Users.

Section 13.26 **Subscription Fee.** The "Subscription Fee" for the initial Subscription Term is set forth in the *Quote*. The Subscription Fee for the terms after the initial Subscription Term may be changed as provided in Section 6.2.

**Section 13.27 Subscription Term.** The initial "Subscription Term" commences on the earlier of the Install Date or three (3) months from the Effective Date and extends for the period specified in the *Quote*. Each subsequent Subscription Term is for a period of one (1) year.

**Section 13.28 Software.** The "Software" is specified in the *Quote* and consists of T2 Flex® and all related software components including but not limited to, handheld ticket-writer software as specified in the *Quote*.

**Section 13.29 Target Response Time.** The "Target Response Time" is the time period during support hours in which T2 will strive to communicate with the Subscriber acknowledging a support request by the Subscriber.

**Section 13.30 Quote.** The Software Subscription Agreement is the document executed by T2 and Subscriber which incorporates the "*Quote*" by reference.

**Section 13.31 Standard Technical Support.** "Standard Technical Support" includes responses to questions of error by email or telephone.

**Section 13.32 T2 Proprietary Material.** "T2 Proprietary Material" is defined in Section 10.1.

**Section 13.33 Time and Materials Basis.** "Time and Materials Basis" means an hourly basis at the rate specified in the *Quote*, together with reimbursement of expenses.

**Section 13.34 Web Site.** "Web Site" means the Web Site prototype provided by T2, and subsequently customized at Subscriber's request.

**Section 13.35 Web Site Fee.** The "Web Site Fee" for the Web Site is identified in the *Quote*.

**Section 13.36 Wrap-Up Period.** "Wrap-Up Period" shall have the meaning set forth in *Quote*

## Article 14. MISCELLANEOUS

**Section 14.1 Escrow of Source Code.** T2 entered into a source code escrow agreement with Lincoln Parry Software, Inc. (the "**Escrow Agreement**") providing for the deposit of the source code programs for the executable version of the Software into an escrow account. The Escrow Agreement further provides, subject to the terms and conditions for which Subscriber agrees to be bound, that the escrow agent may release the source code to Subscriber upon the occurrence of one of the release event(s) specified therein. T2 will provide a copy of the Escrow Agreement to the Subscriber upon request. The Escrow Agreement provides that the Trustee shall deliver a copy of the source code to the Subscriber only if the Subscriber has satisfied the procedures and conditions set forth in the Escrow Agreement, including, the execution of the Non-Disclosure Covenant attached thereto. Upon release of the source code, the Subscriber is authorized to copy,

modify, and create derivative works based on the source code for the sole purpose of debugging and maintaining the Software. The Subscriber shall remain entitled to keep a copy of the source code so long as the Subscriber continues to pay the Subscription Fee under this Agreement. Also, Subscriber shall pay to T2, within fifteen (15) days of receipt of invoice, the annual administrative fee of Lincoln Parry Software, Inc. Subscriber shall remain obligated to pay T2 the Subscription Fee notwithstanding the release of the source code for the Software from the escrow.

**Section 14.2 Notices.** Any notices or other communications required or permitted to be given or delivered under the Agreement shall be in writing and shall be delivered to T2 at its address specified on its web site or to Subscriber at its address specified in the *Quote* or to such other address as either party may, from time to time, designate to the other in writing. All notices to T2 shall be to the attention of the CEO of T2. Any notice given shall be deemed to have been received on the date on which it is delivered personally, by courier service or by facsimile or, if mailed, on the third business day next following the mailing thereof.

**Section 14.3 No Partnership.** Nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship.

**Section 14.4 Survival.** The provisions of Section 1.4, Section 3.9, Section 3.10, Section 6.3, Section 6.5, Section 7.4, Section 7.6, Article 8, Article 10, Article 11, Article 12, Section 14.4 and Section 14.6, and all obligations of Subscriber to pay or reimburse T2 for any amounts arising under this Agreement, shall survive any termination of either this Agreement or the non-exclusive subscription granted hereunder.

**Section 14.5 Publicity.** Subscriber agrees that T2 may identify Subscriber as a customer in the customer lists or other similar communications. T2 agrees not to use Subscriber's name in any other public releases or in any case histories except with Subscriber's prior consent which Subscriber agrees not to unreasonably withhold or delay.

**Section 14.6 Governing Law.** Regardless of the place of execution, delivery, performance or any other aspect of this Agreement, this Agreement and all of the rights of the parties under this Agreement shall be governed by, construed under and enforced in accordance with the substantive law of the United States of America and of the State of Indiana without regard to conflict of laws principles.

**Section 14.7 Severability.** If any provision in the Agreement shall be held to be in contravention of applicable law, the Agreement shall be construed as if that provision were not a part thereof and in all other respects the terms of the Agreement shall remain in full force and effect.

**Section 14.8 No Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of the Agreement shall be deemed to constitute a waiver of any subsequent breach of the covenant or condition nor justify or authorize a non-observance upon any occasion of that covenant or condition or any other covenant or condition of the Agreement.

Section 14.9 **Entire Agreement.** The Agreement (consisting of this Software Subscription Agreement and the *Quote*) constitutes the entire agreement between the parties hereto with regard to the Software, any Hosting Services, any Development Services, and any support of the Software.

Section 14.10 **Additional Work.** If Subscriber requires additional work and/or integrations not included in this Agreement and attached Quote, T2 and Subscriber shall negotiate the additional work, mutually agree on the scope and compensation, and document the terms in either a separate Agreement or an amendment to this Agreement per the purchasing requirements of the Subscriber.

Section 14.11 **Piggyback Cooperative Purchasing.** Subscriber agrees to allow this contract to be used for purposes of piggyback purchasing. Under piggyback purchasing, Subscriber and T2 agree to open the contract for the use of other public or state agencies with the stipulation the other state agencies will be offered the same prices, terms, and conditions as that of Subscriber. The contract is mandatory for Subscriber and optional for all other state agencies.

Section 14.12 **Arbitration.** Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Indianapolis, Indiana. The arbitrator shall apply the laws of the State of Indiana to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

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

T2 Systems, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscriber

By:  \_\_\_\_\_

Name: Ronald J. Piazza

Title: Mayor



## EXHIBIT: PCI AND PA DSS COMPLIANCE

### I. DEFINITIONS

A **Self Hosted Subscriber**'s instance of T2 Flex and the T2 Credit Card Solution is installed entirely on the Subscriber's site(s). A **T2 Hosted Subscriber**'s instance of T2 Flex and the hosted components of the T2 Systems Credit Card Solution are installed and run in the T2 Hosting Environment. A T2 Hosted Subscriber has both hosted and Non-Hosted Components.

The **Standard Network** is part of the T2 Hosting Environment and contains T2 Flex servers, T2 e-Business Solutions Servers, and other equipment. T2 Hosted Subscribers who do not process payments through the Hosting Environment use only the Standard Network. The Standard Network uses standard, commercially reasonable security practices to control and protect the transmission of data to and from the Hosting Environment.

The **Payment Network** is part of the T2 Hosting Environment and is used solely for payment processing. T2 Hosted Subscribers who process payments through the Hosting Environment use the Standard Network for routine Flex T2 e-Business Solutions operational processes and the Payment Network for payment processing. The Payment Network is secured to the Payment Card Industry Data Security Standard (PCI DSS). T2 Systems is responsible for maintaining PCI DSS compliance of the T2 Hosting Environment Payment Network.

**Non-Hosted Components** are considered to be any software components of T2 Flex, T2 e-Business Solutions, and/or the T2 Systems Credit Card Solution installed on hardware located at the Subscriber site(s) and any hardware located at the Subscriber site(s). Non-Hosted Components are not part of the T2 Hosting Environment, the Standard Network, or the Payment Network, and are not the responsibility of T2 Systems.

The **T2 Hosting Environment** includes the T2 servers, networking equipment, and related devices located at T2's data center, and the software and data that reside on that equipment. There are two networks within the T2 Hosting Environment: Standard and Payment.

### II. T2 SYSTEMS RESPONSIBILITIES

T2 Systems shall provide Payment Card Industry Payment Application Data Security Standard (PCI PA-DSS) validated software for processing credit card payments (T2 Systems Credit Card Solution), including a PA-DSS Implementation Guide containing guidelines for installing and configuring the T2 Systems Credit Card Solution to support Payment Card Industry Data Security Standard (PCI DSS) compliance. T2 Systems shall maintain the PCI PA-DSS validation of the T2 Systems Credit Card Solution its PA-DSS Implementation Guide.

• **Note:** Use of PCI PA-DSS validated software and its PA-DSS  
• Implementation Guide does not guarantee merchant's PCI  
• DSS compliance. For complete and current PCI DSS  
• requirements, Subscribers should reference the Payment  
• Card Industry Security Standards Council™ (PCI SSC) website  
• at [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

For both the Standard and Payment Networks, T2 is responsible for the security of the data once it is inside the Hosting Environment and for using commercially reasonable data security practices to control and protect the transmission of data to and from the Hosting Environment.

T2 Systems shall maintain the Payment Network in a validated PCI DSS compliant environment, including use of PCI PA-DSS validated software for processing credit card payments, the T2 Systems Credit Card Solution, configured as directed by its PA-DSS Implementation Guide.

### III. SUBSCRIBER RESPONSIBILITIES

Subscribers are responsible for providing and maintaining a Payment Card Industry Data Security Standard (PCI DSS) compliant environment at their site(s) in which components of the T2 Systems Credit Card Solution may be installed, and for validation of that environment as required by their payment gateway, merchant bank, payment brand, or other entity with which the Subscriber is contracted to process payments.

The Subscriber is responsible for configuring T2 Systems Credit Card Solution according to the PA-DSS Implementation Guide.

Once the T2 Systems Credit Card Solution has been implemented at the Subscriber site(s), Subscribers are responsible for maintaining Non-Hosted Components of the T2 Systems Credit Card Solution, including implementation in a timely manner of any updates to the T2 Systems Credit Card Solution software and/or PA-DSS Implementation Guide provided by T2 Systems.

Please note: Acceptance of a given payment application by the PCI Security Standards Council, LLC (PCI SSC) only applies to the specific version of that payment application that was reviewed by a PA-QSA and subsequently accepted by PCI SSC (the "Accepted Version"). If any aspect of a payment application or version thereof is different from that which was reviewed by the PA-QSA and accepted by PCI SSC – even if the different payment application or version (the "Alternate Version") conforms to the basic product description of the Accepted Version – then the Alternate Version should not be considered accepted by PCI SSC, nor promoted as accepted by PCI SSC.

No vendor or other third party may refer to a payment application as "PCI Approved" or "PCI SSC Approved", and no vendor or other third party may otherwise state or imply that PCI SSC has, in whole or part, accepted or approved any aspect of a vendor or its services or payment applications, except to the extent and subject to the terms and restrictions expressly set forth in a written agreement with PCI SSC, or in a PA-DSS letter of acceptance provided by PCI SSC. All other references to PCI SSC's approval or acceptance of a payment application or version thereof are strictly and actively prohibited by PCI SSC.

When granted, PCI SSC acceptance is provided to ensure certain security and operational characteristics important to the achievement of PCI SSC's goals, but such acceptance does not under any circumstances include or imply any endorsement or warranty regarding the payment application vendor or the functionality, quality, or performance of the payment application or any other product or service. PCI SSC does not warrant any products or services provided by third parties. PCI SSC acceptance does not, under any circumstances, include or imply any product warranties from PCI SSC, including, without limitation, any implied

warranties of merchantability, fitness for purpose or noninfringement, all of which are expressly disclaimed by PCI SSC. All rights and remedies regarding products and services that have received acceptance from PCI SSC, shall be provided by the party providing such products or services, and not by PCI SSC or any payment brands.

#### IV. NEWLY DISCOVERED SECURITY VULNERABILITIES

T2 Systems shall provide notice to the Subscriber of any newly discovered security vulnerabilities in the T2 Systems Credit Card Solution and, for T2 Hosted Subscribers, in the T2 Hosting Environment Payment Network, and provide network security updates, software updates, and/or updates to the PA-DSS Implementation Guide to remedy those vulnerabilities as soon as is reasonable and practical following discovery of the vulnerability.

T2 Systems is not responsible for providing notice to T2 Subscribers regarding security vulnerabilities in non-T2 software or hardware that do not require changes to the T2 Systems Credit Card Solution, the T2 Systems Credit Card Solution PA-DSS Implementation Guide, and/or the T2 Hosting Environment Payment Network that do not affect configuration of hosted or Non-Hosted Components.

For Non-Hosted Components, Subscribers are responsible for installing software updates provided by T2 Systems to remedy any newly discovered security vulnerabilities in the T2 Systems Credit Card Solution and for making any changes identified in updates to the PA-DSS Implementation Guide as soon as is reasonable and practical.

Subscribers are responsible for notifying T2 Systems as soon as is reasonable and practical should the Subscriber discover a security vulnerability in or related to the T2 Hosting Environment Payment Network (T2 Hosted Subscribers only), the T2 Systems Credit Card Solution, and/or the T2 Systems Credit Card Solution PA-DSS Implementation Guide.

#### V. INFORMATION SECURITY BREACH

Subscribers are responsible for notifying T2 Systems should an information security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network (T2 Hosted Subscribers only) occur as soon as law enforcement and contractual obligations to other payment entities require and/or allow. T2 Hosted Subscribers shall follow the instructions in the most recent version of the T2 Hosting Environment Hosted Subscriber Security Incident Response Plan. The Plan will be e-mailed to T2 Hosted Subscribers annually or as it is updated.

T2 Systems shall notify Subscribers of any security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network as soon as law enforcement and contractual obligations to other Subscribers and payment entities require and/or allow. Notification of T2 Hosting Environment breaches not related to a security vulnerability in the T2 Systems Credit Card Solution may be made to T2 Hosted Subscribers only.

T2 Systems shall cooperate with law enforcement and assist with the investigation of any security breach of or relating to the T2 Systems Credit Card Solution and/or T2 Systems Hosting Environment Payment Network.

## VI. TERMINATION OF SERVICES (T2 HOSTED SUBSCRIBERS ONLY)

### T2 Hosted Subscribers

- who persist in material deviations from the PA-DSS Implementation Guide not approved by the T2 Systems Chief Information Officer, or
- who persist in material non-PCI DSS compliant security practices, or
- who fail to implement updates to the T2 Systems Credit Card Solution software and/or PA-DSS Implementation Guide in a timely manner, or
- who fail to report a security breach as required by the T2 Hosting Environment Hosted Subscriber Security Incident Response Plan, or
- whose operation is deemed by T2 Systems to be a material risk to the security of the T2 Hosting Environment,

may be disconnected from the T2 Hosting Environment Payment Network or the T2 Hosting Environment in its entirety at the discretion of the T2 Systems Chief Information Officer.

## **COUNCIL AGENDA**

June 9, 2020

**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.

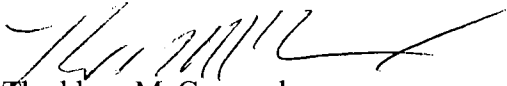
### **STATEMENT OF FACTS**

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, 2021 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 9<sup>th</sup> day of June, 2020, 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, 2021, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services which are personal to City. Dr. Jonathan L. Kramer and Mr. Robert May III are deemed to be especially experienced and are key members of Consultant, and one or both shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with, and periodically report to City on the progress of the work. Should Dr. Kramer and Mr. May be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement.

Notwithstanding the first paragraph of this Section 8, during the term of this Agreement, Contractor anticipates that it will transfer services provided herein to Permit Team LLC, a California limited liability company ("PTLLC"). Contractor may assign this Agreement to PTLLC upon written notice to the City so long as:

(1) Dr. Kramer and Mr. May maintain majority ownership and control over PTLLC and remain primarily responsible for the performance of this Agreement;

(2) prior to any such assignment, Contractor tenders to the City proof that PTLLC secures and maintains all insurance policies under this Agreement; and

(3) PTLLC accepts in writing all Contractor's obligations under this Agreement. Upon written notice of such assignment by Consultant, City shall approve of the assignment to PTLLC, which is a novation of this Agreement as to the Consultant.

## **9. HOLD HARMLESS AND INDEMNITY**

Consultant holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur as a result of Consultant's negligence or uncorrected error during the work required under this Agreement.

## **10. INSURANCE**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional insured except as to workers compensation insurance. Consultant shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

## **11. RELATION OF THE PARTIES**

The relationship of the Parties to this Agreement shall be that Consultant is an independent contractor to City, and that in no event shall Consultant be considered



an officer, agent, servant or employee of City. Consultant shall have no authority to bind City in any matter or circumstance. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. TERMINATION**

A. City, by notifying Consultant in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

City, by notifying Consultant in writing, may terminate for cause if such cause is provided to Consultant in writing, Consultant is given a reasonable opportunity to dispute or cure, and where not disputed Consultant does not thereafter cure any curable item.

B. Consultant, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Consultant, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Consultant provide any service which in Consultant's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Consultant.

C. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant.

## **13. AUDIT OF RECORDS**

At any time during normal business hours and scheduled at a mutually convenient time, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

## **14. WAIVER**

Failure by a party to insist upon the strict performance of any of the provisions of

this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

#### **15. CONFLICT OF INTEREST**

Consultant certifies that no City employee or official that has now or has ever had a financial interest in Consultant's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Consultant shall not offer, encourage or accept any financial interest or employment in Consultant's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

#### **16. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### **17. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

#### **18. GOVERNING LAW**

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

## **19. TAXPAYER IDENTIFICATION NUMBER**

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

## **20. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Consultant in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Consultant shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Consultant with written notice of such funds availability.

## **21. MODIFICATION OF AGREEMENT**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

## **22. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

## **23. PERMITS AND LICENSES**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Consultant.

## **24. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit or describe the scope or intent of any provision or section of the Agreement.

## **25. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns,

principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

## **26. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

## **27. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## **28. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

CITY OF LAKEWOOD  
Attention: City Clerk  
5050 Clark Avenue  
Lakewood, CA 90712

TO CONSULTANT:

TELECOM LAW FIRM, PC  
Attention: LEGAL NOTICES  
2001 S. Barrington Avenue, Suite 306  
Los Angeles, CA 90025

Either party may change its address above by giving the other party no less than 30 days written notice of such change.

*It is so agreed.*

CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Name:  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

**A. Wireless Siting Application Reviews:**

1. Application Reviews: At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below).
2. **Memorandum/Memoranda Content:**
  - a. **Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:
    - i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or
    - ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or
    - iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.
  - b. **Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, Consultant will:

    - i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and

ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;

iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;

v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

4. **Consultation Time:**

i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.

ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement.

C. **General Consultation:** At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]



## **EXHIBIT "B"**

### **CONSULTANT'S SCHEDULE OF FEES**

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 3 and 4(i) for a fixed fee of \$2,450.00 per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant. Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

<b>Personnel</b>	<b>Rate</b>
Per Partner or Senior Project Manager	\$ 320
Per Associate/Of Counsel or Project Manager	\$ 270
Per Paralegal or Senior Project Assistant	\$ 200
Per Assistant or Project Assistant	\$ 120

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. Annual Fee Adjustments. The Flat Rate and Hourly Fees set out in this Agreement shall automatically increase by three percent (3%) on each anniversary of this Agreement.
4. Expenses: City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.
5. The City's designated point of contact for billing queries is:

Paolo Beltran, Deputy City Manager	PBeltran@lakewoodcity.org
Name and Title	Email Address
(562) 866-9771 ext. 2129	
Telephone Number	

The Consultant's designated point of contact for billing queries is:

Val Halvorsen, Business Manager	BManager@TelecomLawFirm.com
Name and Title	Email Address
(310) 312-9900 ext. 135	
Telephone Number	

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]

## **COUNCIL AGENDA**

June 9, 2020

**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, 2021 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 9th day of June, 2020, 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, 2021, 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

\_\_\_\_\_  
Name:  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

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

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

#### **I. Legal Services.**

At City’s request, Lawyer will perform services for City on matters related to wireless communications infrastructure and any other services within Lawyer’s expertise; provided, however that any services related to litigation shall require a separate written agreement which either City or Lawyer may decline in either party’s individual judgment.

#### **II. Attendance at Meetings.**

At City’s request, and subject to Lawyer’s prior scheduling, Lawyer will attend meetings at City Hall or any project site as requested by City.

(End of Exhibit “A”)

## **EXHIBIT "B"**

### **LAWYER'S SCHEDULE OF FEES**

1. **Hourly Fees**: Lawyer shall perform all services described in Exhibit A, and all other services not described in Exhibit A but requested by City and within Lawyer's expertise as accepted by Lawyer, on an hourly fee basis as follows:

<b><u>Personnel</u></b>	<b><u>Rate</u></b>
Per Partner	\$310
Per Associate/Of Counsel	\$257
Per Paralegal	\$165

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](mailto: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 9, 2020

**TO:** Honorable Mayor and City Council

**SUBJECT:** Professional Services Agreement (PSA) for Delivery of  
12.5% Sodium Hypochlorite

### **INTRODUCTION**

On September 12, 2017, the City Council awarded a 3-year contract to Waterline Technologies for Storage Tanks and Delivery of 12.5% Sodium Hypochlorite for a total 3-year amount of \$218,900. The contract with Waterline Technologies is scheduled to end on June 30, 2020; therefore, staff recommends entering into a new contract with Waterline Technologies for FY 2021 & FY 2022.

### **STATEMENT OF FACT**

The contract with Waterline Technologies included for the supply, installation, and maintenance of storage tanks and the bulk delivery of 12.5% sodium hypochlorite. Upon completion of this 3-year contract, the City of Lakewood was to retain sole ownership of all storage tanks delivered to our various locations. To date, Waterline Technologies has completed the supply and installation of the storage tanks and all deliveries of sodium hypochlorite required to fulfill their existing contract to a high level of satisfaction for City staff. City staff procured new bids solely for the delivery of 12.5% sodium hypochlorite from various vendors and Waterline Technologies submitted the lowest quote that best fit the City's needs. Continuing with a current vendor also provides the city with continuity of service from a trusted service provider. Therefore, staff recommends entering into a new two-year contract with Waterline Technologies commencing on July 1, 2020 for an amount not to exceed \$68,000 per fiscal year.

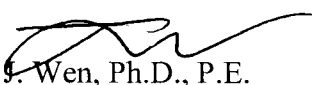
### **FISCAL IMPACT**


Funds are proposed in Operating Account 75008200-55100 Pumping Operations not to exceed \$68,000 in each fiscal year of 2020/21 and 2021/22.

### **RECOMMENDATION**

Staff recommends that the City Council:

- A. Award a contract to Waterline Technologies of Santa Ana, CA for Delivery of 12.5% Sodium Hypochlorite;
- B. Authorize the Mayor to sign the contract in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**AGREEMENT  
FOR PROFESSIONAL SERVICES  
FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE**

THIS AGREEMENT, made and entered into on June 9, 2020 referred to as CITY, and WATERLINE TECHNOLOGIES, INC. sometimes hereinafter referred to as CONSULTANT.

**W I T N E S S E T H:**

WHEREAS, the CITY currently utilizes around 48,000 gallons of 12.5% sodium hypochlorite per year to disinfect the City's water system; and

WHEREAS, the CITY issued a Request for Proposal (RFP); and

WHEREAS, on July 17, 2017, the CITY opened three sealed bids; and

WHEREAS, the CONSULTANT, being the lowest responsible bidder, has the necessary skills and qualifications and licenses required by law to perform the services required under this Agreement in connection with said work; and

WHEREAS, the City Council at a regular meeting held on September 12, 2017 authorized the Mayor and the City Clerk to enter into this Agreement; and

WHEREAS, the CONSULTANT has fulfilled this contract to a high level of satisfaction, been a trusted service provider, and has submitted the lowest competitive bid ; and

WHEREAS, the City Council at a regular meeting held on June 9, 2020 authorized the Mayor and the City Clerk to enter into this Agreement; and

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

1. DEFINITIONS. As used in this Agreement, the following definitions shall be applicable:
  - A. CONSULTANT shall mean WATERLINE TECHNOLOGIES, INC, 620 N. Santiago St, Santa Ana, CA 92701.
  - B. CITY shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California, 90712.
  - C. Services shall mean the professional services to be performed by the CONSULTANT pursuant to this Agreement.
2. SCOPE OF SERVICES. CONSULTANT shall provide the services as set forth in the Scope of Work, attached hereto as Exhibit "A" and incorporated herein by

reference.

3. COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the CONSULTANT and when approved by the CITY, the CITY agrees to pay the CONSULTANT for the bulk delivery of 12.5% sodium hypochlorite for a two-year period not to exceed \$1.40 per gallon in both year one and year two of this agreement. Contingent on the City Council's budget approval, a purchase order not to exceed before sales tax prices of \$68,000 in FY 2020/21, and \$68,000 in FY 2021/2022 will be executed.

The pricing submitted is firm for the two (2) years listed in this agreement.

4. PAYMENTS. The CITY shall pay the CONSULTANT monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. INDEPENDENT CONSULTANT. It is expressly understood and agreed that CONSULTANT has been retained, at its request, as an independent CONSULTANT, as distinguished from an employee or agent of the CITY to perform the aforementioned services. CONSULTANT acknowledges the independent CONSULTANT relationship and releases the CITY from any liability or obligation to make deductions or withholding from his compensation in respect to unemployment, income taxes, disability, social security, health or pension matters.

CONSULTANT acknowledges his independent CONSULTANT's status in performing said services, and agrees to bear the risk of property damage or loss to any property arising out of the work site, the place to work, or duties bestowed on CONSULTANT pursuant to this Agreement, and does hereby release CITY, its officers and personnel from any liability to CONSULTANT for any loss or damage thereby incurred, except where said loss or damage was caused by CITY.

In the performance of this agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

6. TERMINATION. The CITY or CONSULTANT may terminate this Agreement at any time by giving ninety (90) days prior written notice. In the event of termination, the CITY shall pay the CONSULTANT the total value of the services of the CONSULTANT to the final date of termination, computed in accordance with the terms and provisions of this Agreement, provided, however, that the same does not in any case exceed the maximum amount hereinbefore set forth for payment of



consideration. Except as herein provided, this Agreement shall continue until June 30, 2022.

7. TERM. This agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2022, unless terminated as otherwise provided in this Agreement.
8. ASSIGNMENT AND SUBCONSULTATION. Notwithstanding any provision of this Agreement to the contrary, CONSULTANT shall not assign, subcontract or transfer any part or portion of this Agreement, or any responsibility hereunder, without the prior written consent of the CITY.
9. COMPLETION OF MANIFEST DOCUMENTS. It is further agreed by and between the parties hereto that the CONSULTANT pursuant to this Agreement shall assist with the required documentation to accompany proper disposal of hazardous materials.
10. LIABILITY. The CONSULTANT at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the CITY, insurance or a Certificate of Insurance which shall evidence the fact that the CONSULTANT has in full force and effect a comprehensive personal injury and property damage policy protecting the CONSULTANT and the CITY from liability in the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI: Commercial general liability at least as broad as ISO CG 0001 (per occurrence) \$1,000,000 (general aggregate) \$2,000,000; Commercial auto liability at least as broad as ISO CA 0001 (per accident) \$1,000,000; and Worker's compensation- Statutor.

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

11. INDEMNITY. CONSULTANT shall indemnify and save CITY, its officers and employees, harmless from any suits, claims or actions brought by any person or persons, including his agents or employees, for or on account of any injuries or damages or other loss, cost or expense to the extent caused by the negligent or wrongful act or omission of CONSULTANT, his agents and employees, or his sub consultants and the agents and employees thereof, arising out of the services to be performed by CONSULTANT pursuant to this Agreement.
12. ASSUMPTION OF RISK. CONSULTANT does hereby assume all risks to himself, his personnel, sub consultants 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 CONSULTANT and said

CONSULTANT further releases CITY, its officers and employees, from any liability therefor.

13. PREVAILING RATE OF WAGES. CITY has obtained from the Department of Industrial Relations, State of California, the prevailing rate of per diem wage, and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type or workmen needed to carry out this agreement. In that regard pursuant to Section 1773 of the Labor Code, holidays, upon which such rate shall be paid, need not be specified in this agreement, but shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type or workmen employed on the project. Copies of the prevailing rate of per diem wages are on file at the Public Works office, City Hall, and are available to any interested party upon request. Referenced hereto and made a part hereof as though set forth in full are rates applicable to this project and contract, and the CONSULTANT shall pay not less than the minimum thereof.
14. SAFETY. CONSULTANT shall be solely responsible for the safety of his employees. CONSULTANT shall develop and maintain an Injury and Illness Prevention Program (IIPP) in accordance with the Cal/OSHA requirements contained in the California Code of Regulations, Title 8 Section 3203 (CCR T8 Section 3203), "Injury and Illness Prevention Program." CONSULTANT shall provide safety, health, and job skills training so as to provide a safe and healthful workplace, and meet all applicable Cal/OSHA requirements. CONSULTANT shall maintain all OSHA 300 logs and records, and make them available for inspection upon request by the City.
15. RESERVATION OF RIGHTS. Nothing in this Agreement shall be deemed to bind the CITY to any course of conduct other than its obligation hereunder to pay CONSULTANT for said services as rendered. It is understood CITY reserves complete right within its discretion to reject all or any part of any recommendation made to it or submitted by said CONSULTANT, and in that regard the only responsibility of the CITY shall be to pay said CONSULTANT for services as rendered. It is further understood that acceptance herein by the CITY of any recommendation by the CONSULTANT shall be for the purpose of compensating the CONSULTANT only, and shall not be binding on the CITY as to any further course of action. CITY reserves the right to authorize additional, other independent CONSULTANT services, and it is agreed that CONSULTANT does not have any exclusive rights to said services for CITY.
16. LICENSES. CONSULTANT shall obtain a City of Lakewood Business License.
17. NOTICE. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope bearing the proper amount of postage thereon, and addressed as follows:

**TO CITY:**

City of Lakewood  
5050 Clark Ave  
Lakewood, California 90712

**TO CONSULTANT:**

WATERLINE TECHNOLOGIES, INC  
620 N. Santiago St.  
Santa Ana, CA 92701

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

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Mayor

ATTEST:

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

WATERLINE TECHNOLOGIES, INC:

By: \_\_\_\_\_  
CEO

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Assigned to the Director of Water Resources

## **COUNCIL AGENDA**

June 9, 2020

**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.

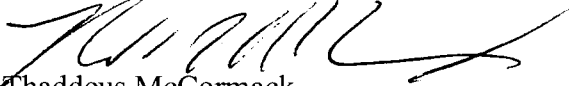
For smaller projects or studies where fees are less than \$20,000, Willdan provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the city manager prior to starting work.

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 2020 Schedule of Hourly Rates for services actually rendered.”

Dated the 9th day of June, 2020.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
Jo Mayberry, City Clerk

Approved as to form:

\_\_\_\_\_  
Steve Skolnik, City Attorney