

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

March 11, 2014, 7:30 p.m.

CALL TO ORDER

INVOCATION: Denise Hamilton, The Church of Jesus Christ of Latter-day Saints

PLEDGE OF ALLEGIANCE: Boy Scout Troop 67

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

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 Approval of Minutes of the Meetings held February 25, 2014

RI-2 Approval of Personnel Transactions

RI-3 Approval of Registers of Demands

RI-4 Approval of Memorandum of Agreement with Gateway Council of Governments for Los Angeles River and Tributaries TMDL

LEGISLATION:

2.1 Watch on Pending Legislative Proposals Regarding Outsourcing Public Services

REPORTS:

3.1 Preview of 2014 Earth Walk Event

3.2 "60 Years of Success" the City of Lakewood's 60th Anniversary Celebration

3.3 Invitation for 2014 Lakewood Shreds Event

City Council Agenda

March 11, 2014

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AGENDA LAKEWOOD SUCCESSOR AGENCY

1. Approval of Register of Demands

AGENDA LAKEWOOD HOUSING SUCCESSOR AGENCY

1. Approval of Register of Demands

ORAL COMMUNICATIONS:

ADJOURNMENT

Any qualified individual with a disability that would exclude that individual from participating in or attending the above meeting should contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; at least 48 hours prior to the above meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting or other reasonable auxiliary aids or services may be provided.

Copies of staff reports and other writings pertaining to this agenda are available for public review during regular business hours in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, CA 90712

Routine Items

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


DIVIDER SHEET


COUNCIL AGENDA

March 11, 2014

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

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
Bob G. Sykes	Media Services Coordinator	24B to	03/02/2014
	Senior Producer	28B	
B. Changes			
Crystal Goodwyn	Community Services Leader IV	B to	03/02/2014
	Secretary	12A	
Dawn Morley	Service Request Representative II	B to	02/16/2014
	Customer Service Liaison	08A	
C. Separations			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
Douglas H. Smith	Maintenance Trainee I	B	02/16/2014
B. Changes			
Steven Cohen	Dash Transportation Driver II	A to	02/16/2014
	Paratransit Vehicle Operator III	B	
Cheryl A. Dunworth	Paratransit Vehicle Operator I	B to	02/16/2014
	Paratransit Vehicle Operator II	B	
Stephanie Ferguson	Relief Telephone Operator	A to	02/16/2014
	Service Request Representative II	B	
Theresa Graves	Dash Transportation Driver I	A to	03/03/2014
	Paratransit Vehicle Operator II	B	
Timothy Hunt	Maintenance Trainee I	B to	03/02/2014
	Maintenance Trainee II	B	
Patrick Thibodeaux	Paratransit Vehicle Operator I	A to	02/16/2014
	Paratransit Vehicle Operator II	B	
C. Separations			
Garrett Higginbotham	Community Services Leader III	B	03/08/2014


 Lisa Novotny
 Assistant City Manager

Howard L. Chambers
 City Manager
 

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

**CITY OF LAKEWOOD
FUND SUMMARY 2/20/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 55602 through 55680. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	90,570.41
1015	SPECIAL OLYMPICS	108.96
1020	CABLE TV	2,122.76
1030	CDBG CURRENT YEAR	750.00
1050	COMMUNITY FACILITY	2,654.53
1720	RIVER PARKWAY GRANT	156.96
3070	PROPOSITION "C"	3,604.49
5010	GRAPHICS AND COPY CENTER	10.87
5020	CENTRAL STORES	1,867.29
5030	FLEET MAINTENANCE	2,105.24
6020	GEOGRAPHIC INFORMATION SYSTEM	2.17
7500	WATER UTILITY FUND	44,350.77
8020	LOCAL REHAB LOAN	3,065.50
8030	TRUST DEPOSIT	100.00
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		151,469.95

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
55602	02/20/2014	4540	FITNESS VENTURES INTERNATIONAL. LLC	5,988.56	0.00	5,988.56
55603	02/20/2014	4382	AMERICAN PAPER PLASTIC SERVICES INC	193.48	0.00	193.48
55604	02/20/2014	58000	AMERICAN TRUCK & TOOL RENTAL INC	279.74	0.00	279.74
55605	02/20/2014	4566	ARNDT. MARY AND ORKIN	1,480.00	0.00	1,480.00
55606	02/20/2014	66012	BARTKUS, KRISTIN	123.50	0.00	123.50
55607	02/20/2014	4064	CALIF MUNICIPAL REVENUE & TAX ASSOCIATION	110.00	0.00	110.00
55608	02/20/2014	307	CALIF. STATE DISBURSEMENT UNIT	465.68	0.00	465.68
55609	02/20/2014	53983	CALIFORNIA ST OF -FRANCHISE TAX BOARD	300.00	0.00	300.00
55610	02/20/2014	4489	CARA. LINDA AND	835.50	0.00	835.50
55611	02/20/2014	42451	CHRISTENSEN. JOHN W.	375.00	0.00	375.00
55612	02/20/2014	53451	COMMUNITY FAMILY GUIDANCE CTR	750.00	0.00	750.00
55613	02/20/2014	4380	CAPITAL ONE NATIONAL ASSOCIATION	454.35	0.00	454.35
55614	02/20/2014	4361	CN SCHOOL AND OFFICE SOLUTIONS INC	330.76	0.00	330.76
55615	02/20/2014	56889	DELTA DENTAL OF CALIFORNIA	7,757.55	0.00	7,757.55
55616	02/20/2014	53706	F & A FEDERAL CREDIT UNION	10,033.50	0.00	10,033.50
55617	02/20/2014	3946	FEROSON ENTERPRISES INC	1,633.10	0.00	1,633.10
55618	02/20/2014	61688	FULL COMPASS SYSTEMS LTD	252.50	0.00	252.50
55619	02/20/2014	3188	GALLS LLC/QUARTERMASTER LLC	108.78	0.00	108.78
55620	02/20/2014	58838	HANSON AGGREGATES LLC A LEHIGH HANSON CO	200.00	0.00	200.00
55621	02/20/2014	41897	HOSE-MAN THE	41.83	0.00	41.83
55622	02/20/2014	59873	JIS FALOMO'S STEEL INC	130.80	0.00	130.80
55623	02/20/2014	36167	KARTER. JANET	390.00	0.00	390.00
55624	02/20/2014	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,000.00	0.00	2,000.00
55625	02/20/2014	53890	AMERICAN OOLF	924.00	0.00	924.00
55626	02/20/2014	4099	LEON'S TRANSMISSION SERVICES INC	2,913.08	0.00	2,913.08
55627	02/20/2014	280	LITZINGER. LISA	156.99	0.00	156.99
55628	02/20/2014	4567	LOPEZ, RICARDO & CECILIA AND	750.00	0.00	750.00
55629	02/20/2014	1107	MAC ARTHUR ELEMENTARY PTA	250.00	0.00	250.00
55630	02/20/2014	66339	MC ENROE. BARBARA	78.00	0.00	78.00
55631	02/20/2014	61672	MUSCULAR DYSTROPHY ASSOC INC	20.00	0.00	20.00
55632	02/20/2014	37430	NATL ARBOR DAY FOUNDATION	25.00	0.00	25.00
55633	02/20/2014	4215	M O DION & SONS INC	2,014.66	0.00	2,014.66
55634	02/20/2014	51171	PERS LONG TERM CARE PROGRAM	266.84	0.00	266.84
55635	02/20/2014	2174	PETTY CASH/LOVENEL REVELDEZ OR	1,008.70	0.00	1,008.70
55636	02/20/2014	57761	PRIORITY MAILING SYSTEMS INC	456.85	0.00	456.85
55637	02/20/2014	4027	PUREFLOW FILTRATION DIV OF CALIFORNIA	470.00	0.00	470.00
55638	02/20/2014	60271	AMERICAN OOLF CORP	100.00	0.00	100.00
55639	02/20/2014	45437	S & J SUPPLY CO	34.88	0.00	34.88
55640	02/20/2014	51723	SCMAF OFFICE	600.00	0.00	600.00
55641	02/20/2014	886	HAUSER JOHN	175.00	0.00	175.00
55642	02/20/2014	29400	SOUTHERN CALIFORNIA EDISON CO	41,406.86	0.00	41,406.86
55643	02/20/2014	29500	SOUTHERN CALIFORNIA GAS CO	7,594.76	0.00	7,594.76
55644	02/20/2014	37930	STANDARD INSURANCE CO UNIT 22	8,913.22	0.00	8,913.22
55645	02/20/2014	65100	STOWERS. LEWIS	80.00	0.00	80.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
55646	02/20/2014	1437	U S BANK NATIONAL ASSOCIATION	14,520.03	0.00	14,520.03
55647	02/20/2014	4216	U.S. DEPARTMENT OF HUD	125.00	0.00	125.00
55648	02/20/2014	53760	UNITED WAY OF GREATER LOS ANGELE	150.00	0.00	150.00
55649	02/20/2014	57135	VISION SERVICE PLAN	4,322.13	0.00	4,322.13
55650	02/20/2014	17640	WAXIE ENTERPRISES INC	1,061.44	0.00	1,061.44
55651	02/20/2014	40925	WEST COAST ARBORISTS INC	21,194.00	0.00	21,194.00
55652	02/20/2014	3699	BAILEY, RAY	271.78	0.00	271.78
55653	02/20/2014	3699	BOUIE, GWENDOLYN	5.00	0.00	5.00
55654	02/20/2014	3699	CAKEBREAD, JENNIFER	250.00	0.00	250.00
55655	02/20/2014	3699	CAPPO, JENNIFER	20.00	0.00	20.00
55656	02/20/2014	3699	CASTELLANOS, ALLISON	250.00	0.00	250.00
55657	02/20/2014	3699	DATU, REYNALDO	250.00	0.00	250.00
55658	02/20/2014	3699	DEL VALLE TOT LOT	250.00	0.00	250.00
55659	02/20/2014	3699	DRAPER, PORSHA	165.00	0.00	165.00
55660	02/20/2014	3699	HARDEN-SIMPSON, JANE A	250.00	0.00	250.00
55661	02/20/2014	3699	HUERTA, PATRICIA	250.00	0.00	250.00
55662	02/20/2014	3699	HUGHES, MARISA	250.00	0.00	250.00
55663	02/20/2014	3699	JUDON, REBA	250.00	0.00	250.00
55664	02/20/2014	3699	LEWIS, TAMARA	32.00	0.00	32.00
55665	02/20/2014	3699	LIU, CATHERINE	250.00	0.00	250.00
55666	02/20/2014	3699	LOPEZ, LARSEN	250.00	0.00	250.00
55667	02/20/2014	3699	MENA, LAURA	250.00	0.00	250.00
55668	02/20/2014	3699	MILLER-VILLA, ROXANNE	250.00	0.00	250.00
55669	02/20/2014	3699	MOORE, MARVENA	80.00	0.00	80.00
55670	02/20/2014	3699	MORALES, WILSON	250.00	0.00	250.00
55671	02/20/2014	3699	NEWMAN, TAMARA	250.00	0.00	250.00
55672	02/20/2014	3699	ROBINSON, JUDI	250.00	0.00	250.00
55673	02/20/2014	3699	SAMAYOA, MICHAEL	250.00	0.00	250.00
55674	02/20/2014	3699	SAMOA, KAHIVALANI	250.00	0.00	250.00
55675	02/20/2014	3699	SARIAH, WANDA	250.00	0.00	250.00
55676	02/20/2014	3699	SHIPE, BRITTAINY	250.00	0.00	250.00
55677	02/20/2014	3699	WILLIAMS, DRUSHAN	250.00	0.00	250.00
55678	02/20/2014	3699	YESCO SIGNS	100.00	0.00	100.00
55679	02/20/2014	59627	HITT, NANCY	950.10	0.00	950.10
55680	02/20/2014	31800	U S POSTMASTER	1,000.00	0.00	1,000.00
Totals:				<u>151,469.95</u>	<u>0.00</u>	<u>151,469.95</u>

**CITY OF LAKEWOOD
FUND SUMMARY 2/27/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 55681 through 55804. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	1,289,458.96
1020	CABLE TV	822.41
1050	COMMUNITY FACILITY	12,306.38
1336	STATE COPS GRANT	3,581.98
1720	RIVER PARKWAY GRANT	2,078.32
3060	PROPOSITION "A"	35,702.00
5010	GRAPHICS AND COPY CENTER	3,120.33
5020	CENTRAL STORES	3,653.60
5030	FLEET MAINTENANCE	21,792.31
7500	WATER UTILITY FUND	22,456.75
8020	LOCAL REHAB LOAN	1,620.00
8030	TRUST DEPOSIT	30,080.22
		<hr/>
		1.426.673.26

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
55681	02/27/2014	4260	SBC GLOBAL SERVICES INC	206.35	0.00	206.35
55682	02/27/2014	4084	AIR CONTROL SYSTEMS INC	1,660.13	0.00	1,660.13
55683	02/27/2014	2701	AIRE RITE A/C & REFRIGERATION INC	262.00	0.00	262.00
55684	02/27/2014	4551	ACCOUNTING PRINCIPALS. INC	992.00	0.00	992.00
55685	02/27/2014	1700	ALLIED REFRIGERATION INC	19.38	0.00	19.38
55686	02/27/2014	2550	AMERICAN PLANNING ASSOC	350.00	0.00	350.00
55687	02/27/2014	4572	ARNDT. MARY AND	970.00	0.00	970.00
55688	02/27/2014	49803	BANG DAVID ASSOCIATES INC	2,532.31	0.00	2,532.31
55689	02/27/2014	4560	BARGER. CHRISTINE	180.00	0.00	180.00
55690	02/27/2014	62737	BOYES. GOBIND	150.80	0.00	150.80
55691	02/27/2014	4550	BROKUS PROJECT DANCE COMPANY	1,000.00	0.00	1,000.00
55692	02/27/2014	6300	CALIFORNIA CONTRACT CITIES ASN	450.00	0.00	450.00
55693	02/27/2014	4383	CALIFORNIA STRAWBERRY FESTIVAL	622.50	0.00	622.50
55694	02/27/2014	62164	CARD INTEGRATORS CORP	121.50	0.00	121.50
55695	02/27/2014	43135	CERRITOS. CITY OF - WATER DIVISION	11,663.60	0.00	11,663.60
55696	02/27/2014	45894	CINTAS CORPORATION	52.41	0.00	52.41
55697	02/27/2014	62407	CRN AM CAR WASH INC.	12.00	0.00	12.00
55698	02/27/2014	4348	D&J INTERNATIONAL INC	2,436.15	0.00	2,436.15
55699	02/27/2014	4498	DELTA DENTAL INSURANCE COMPANY	3,136.76	0.00	3,136.76
55700	02/27/2014	27200	DICKSON R F CO INC	62.66	0.00	62.66
55701	02/27/2014	53283	EBERHARD EQUIPMENT	903.31	0.00	903.31
55702	02/27/2014	3199	EDCO WASTE SERVICES LLC	363,320.66	0.00	363,320.66
55703	02/27/2014	65202	EDM PUBLISHERS INC	99.00	0.00	99.00
55704	02/27/2014	52316	FEDERAL EXPRESS CORP	36.08	0.00	36.08
55705	02/27/2014	59859	FLEET PRIDE	6.56	0.00	6.56
55706	02/27/2014	3188	GALLS LLC/OUARTEMASTER LLC	143.34	0.00	143.34
55707	02/27/2014	59433	GANAHL LUMBER COMPANY	559.64	0.00	559.64
55708	02/27/2014	64215	GOLD COAST AWARDS INC	55.86	0.00	55.86
55709	02/27/2014	65779	GOLDEN STATE WATER COMPANY	7,842.17	0.00	7,842.17
55710	02/27/2014	33150	GRAINGER W W INC	274.49	0.00	274.49
55711	02/27/2014	62491	HANDS ON MAILING &	305.78	0.00	305.78
55712	02/27/2014	62491	HANDS ON MAILING &	215.72	0.00	215.72
55713	02/27/2014	35477	HARA M LAWNMOWER CENTER	1,253.63	0.00	1,253.63
55714	02/27/2014	42031	HOME DEFOT	2,929.98	0.00	2,929.98
55715	02/27/2014	4149	INFOSEND INC	6,455.28	0.00	6,455.28
55716	02/27/2014	4180	JONES RICHARD D. A PROF LAW CORP	1,798.50	0.00	1,798.50
55717	02/27/2014	2822	LAGERLOF SENEAL GOSNEY &	1,722.32	0.00	1,722.32
55718	02/27/2014	18300	LAKEWOOD CHAMBER OF COMMERCE	175.00	0.00	175.00
55719	02/27/2014	18300	LAKEWOOD CHAMBER OF COMMERCE	1,833.33	0.00	1,833.33
55720	02/27/2014	40124	GREATER LAKEWOOD CHAMBER OF COMMERCE	225.00	0.00	225.00
55721	02/27/2014	18550	LAKEWOOD. CITY OF	80.22	0.00	80.22
55722	02/27/2014	4238	LEOMITI. ALIKA	62.40	0.00	62.40
55723	02/27/2014	2409	LIFTECH ELEVATOR SERVICES INC	155.00	0.00	155.00
55724	02/27/2014	51716	LOCATION SOUND CORP	60.05	0.00	60.05

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
55725	02/27/2014	20700	LONG BEACH PUBLIC TRANSPORTATION CO	35,702.00	0.00	35,702.00
55726	02/27/2014	21600	LOS ANGELES CO SHERIFFS DEPT	746,155.55	0.00	746,155.55
55727	02/27/2014	45069	LOS ANGELES CO/DEPT PW BLDG SVCS	56,535.20	0.00	56,535.20
55728	02/27/2014	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	10,886.85	0.00	10,886.85
55729	02/27/2014	36844	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	30,000.00	0.00	30,000.00
55730	02/27/2014	41545	PACIFIC PREMIER RETAIL TRUST	5,008.33	0.00	5,008.33
55731	02/27/2014	65773	MAYFLOWER DISTRIBUTING COMPANY	102.44	0.00	102.44
55732	02/27/2014	332	MERRIMAC PETROLEUM INC	19,308.60	0.00	19,308.60
55733	02/27/2014	46696	MEYER & ASSOCIATES	275.00	0.00	275.00
55734	02/27/2014	600	MEZA, ALEJANDRO	102.00	0.00	102.00
55735	02/27/2014	51084	MUNICIPAL EQUIP MAINT ASSN	275.00	0.00	275.00
55736	02/27/2014	3922	NOBLE R.J. COMPANY	25,243.90	0.00	25,243.90
55737	02/27/2014	4443	O'REILLY AUTOMOTIVE STORES INC	460.48	8.44	452.04
55738	02/27/2014	47554	OFFICE DEPOT BUSINESS SVCS	821.77	0.00	821.77
55739	02/27/2014	4497	PACIFIC COACHWAYS CHARTER SERVICES INC	807.50	0.00	807.50
55740	02/27/2014	450	PACIFIC BH & S SERVICES INC	2,990.96	0.00	2,990.96
55741	02/27/2014	63708	DY-JO CORPORATION	740.00	0.00	740.00
55742	02/27/2014	4569	URIAH BUELLER - ARCHITECTURAL METALS. INC.	11,985.00	0.00	11,985.00
55743	02/27/2014	65659	PHASE II SYSTEMS INC	3,925.75	0.00	3,925.75
55744	02/27/2014	15600	LONG BEACH PUBLISHING CO	701.20	0.00	701.20
55745	02/27/2014	4376	REPTACULAR ANIMALS CORPORATION	262.50	0.00	262.50
55746	02/27/2014	56957	SALCO GROWERS INC	251.79	0.00	251.79
55747	02/27/2014	240	SGS TESTCOM	14.47	0.00	14.47
55748	02/27/2014	64790	SKOLNIK STEVEN N	16,777.87	0.00	16,777.87
55749	02/27/2014	52279	SMART & FINAL INC	23.01	0.00	23.01
55750	02/27/2014	3528	SOUTH SHORE EXTERMINATING INC	650.00	0.00	650.00
55751	02/27/2014	4026	SPASEFF TED C	275.00	0.00	275.00
55752	02/27/2014	49529	SPICERS PAPER INC	114.50	1.05	113.45
55753	02/27/2014	66215	SUPERIOR COURT OF CALIFORNIA	7,473.00	0.00	7,473.00
55754	02/27/2014	66215	SUPERIOR COURT OF CALIFORNIA	8,541.00	0.00	8,541.00
55755	02/27/2014	59212	TETRA TECH INC	825.00	0.00	825.00
55756	02/27/2014	65737	U S BANK NATIONAL ASSOCIATION	3,006.88	0.00	3,006.88
55757	02/27/2014	31800	U S POSTMASTER	220.00	0.00	220.00
55758	02/27/2014	4556	UNITED WORLD ENTERPRISE. INC	840.00	0.00	840.00
55759	02/27/2014	1682	VELOCITY AIR ENGINEERING INC	6,061.72	0.00	6,061.72
55760	02/27/2014	49792	VILLAGE NURSERIES	875.91	0.00	875.91
55761	02/27/2014	17640	WAXIE ENTERPRISES INC	994.65	0.00	994.65
55762	02/27/2014	1939	WAYNE HARMEIER INC	201.65	0.00	201.65
55763	02/27/2014	41559	WEIGHT WATCHERS	197.78	0.00	197.78
55764	02/27/2014	4547	WEST. JENNIFER L	260.00	0.00	260.00
55765	02/27/2014	37745	WESTERN EXTERMINATOR CO	88.00	0.00	88.00
55766	02/27/2014	52325	WESTERN HELICOPTERS INC	567.00	0.00	567.00
55767	02/27/2014	50058	WHITE HOUSE FLORIST INC	625.45	0.00	625.45
55768	02/27/2014	3699	ZERTUCHE, ERIKA	131.26	0.00	131.26

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
55769	02/27/2014	3699	NORM WILSON & SONS. INC.	930.10	0.00	930.10
55770	02/27/2014	3699	RAMIREZ. ANITA	14.88	0.00	14.88
55771	02/27/2014	3699	WIITANEN. DAVID	60.45	0.00	60.45
55772	02/27/2014	3699	JONES. PAUL J & DALEANN	590.00	0.00	590.00
55773	02/27/2014	3699	ALVAREZ. NATHALIE	24.00	0.00	24.00
55774	02/27/2014	3699	ANDERSON. BROOKE	250.00	0.00	250.00
55775	02/27/2014	3699	BANANIA. ELIZABETH	250.00	0.00	250.00
55776	02/27/2014	3699	BLANCARTE. EDWARD	250.00	0.00	250.00
55777	02/27/2014	3699	BOY SCOUT TROOP #67	250.00	0.00	250.00
55778	02/27/2014	3699	BURRELL. CARLONDA	250.00	0.00	250.00
55779	02/27/2014	3699	CASTILLO. GUADALUPE	250.00	0.00	250.00
55780	02/27/2014	3699	COLDWELL BANKERS STAR REALTY	250.00	0.00	250.00
55781	02/27/2014	3699	EGBERT. ELIZABETH	250.00	0.00	250.00
55782	02/27/2014	3699	FERRAER. LUDIVINIA	250.00	0.00	250.00
55783	02/27/2014	3699	FIRST PRIORITY ROOFING	264.28	0.00	264.28
55784	02/27/2014	3699	FLORES. ERWIN	250.00	0.00	250.00
55785	02/27/2014	3699	GARCIA. ERIC	108.00	0.00	108.00
55786	02/27/2014	3699	GILES. JULIANA	46.00	0.00	46.00
55787	02/27/2014	3699	GREENWORKS US	130.86	0.00	130.86
55788	02/27/2014	3699	INTERNATIONAL CHURCH OF CHRIST	250.00	0.00	250.00
55789	02/27/2014	3699	LAKEWOOD GIRL SCOUTS SERVICE UNIT	250.00	0.00	250.00
55790	02/27/2014	3699	LOOPER. MARTHA	250.00	0.00	250.00
55791	02/27/2014	3699	LUYBEN. AMANDA	250.00	0.00	250.00
55792	02/27/2014	3699	MARSH. KATHY	250.00	0.00	250.00
55793	02/27/2014	3699	MCLURG. LISSA	250.00	0.00	250.00
55794	02/27/2014	3699	MEDINA. ADRIANNA	53.34	0.00	53.34
55795	02/27/2014	3699	MILLER. MARCENA	250.00	0.00	250.00
55796	02/27/2014	3699	MORENO. VALERIE	108.00	0.00	108.00
55797	02/27/2014	3699	NELSON. WAKISHA	250.00	0.00	250.00
55798	02/27/2014	3699	OTANEZ. DAMACIA	250.00	0.00	250.00
55799	02/27/2014	3699	PADILLA. JESSICA	108.00	0.00	108.00
55800	02/27/2014	3699	PENALOZA. ROSA	250.00	0.00	250.00
55801	02/27/2014	3699	ROSAS. JOSE	40.00	0.00	40.00
55802	02/27/2014	3699	ROSS. DAVID	250.00	0.00	250.00
55803	02/27/2014	3699	SIDA. MELINA	5.00	0.00	5.00
55804	02/27/2014	3699	TUCKER. KIM	250.00	0.00	250.00
Totals:				<u>1,426,682.75</u>	<u>9.49</u>	<u>1,426,673.26</u>

**CITY OF LAKEWOOD ePAYABLES
FUND SUMMARY 02/27/14**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by ePayable 78 through 80. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager

1010	GENERAL FUND	1,507.58
7500	WATER UTILITY FUND	11,507.52

13,015.10

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD
SUMMARY ePAYABLES REGISTER

ePAYABLE #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
78	02/27/2014	47854	TRUESDAIL LABORATORIES	2,155.00	0.00	2,155.00
79	02/27/2014	57070	CITY LIGHT & POWER LKWD	7,839.23	0.00	7,839.23
80	02/27/2014	66457	BRENNTAG PACIFIC INC	3,020.87	0.00	3,020.87
Totals:				<u>13,015.10</u>	<u>0.00</u>	<u>13,015.10</u>

DIVIDER SHEET

COUNCIL AGENDA

March 11, 2014

TO: The Honorable Mayor and City Council

SUBJECT: Approval of an MOA with the Gateway Cities Council of Governments for the administration and cost sharing of the Coordinated Monitoring Plan for the Los Angeles River and Tributaries Metals TMDL

INTRODUCTION

The Los Angeles River and Tributaries Metals Total Maximum Daily Load (LAR Metals TMDL) adopted by the Los Angeles Regional Water Quality Control Board (Regional Board) on September 6, 2007, requires all Los Angeles River (LAR) watershed cities and agencies (Agencies) to implement best management practices (BMPs) to reduce the amount of metals pollutants in the Los Angeles River and its tributaries. This TMDL requires the development and implementation of a Coordinated Monitoring Plan (CMP) to meet the waste load allocations (WLAs) set forth in the TMDL.

STATEMENT OF FACT

The Gateway Cities Council of Governments (GCCOG) Board previously approved a Memorandum of Agreement (MOA) with individual Agencies that are tributary to the Los Angeles River to provide administrative oversight of the cost sharing components of the CMP, which was developed by the LAR Metals TMDL Technical Committee, and approved by the Regional Board on April 11, 2008. The Agencies and the GCCOG agreed to employ the City of Los Angeles to perform the monitoring services on their behalf at locations identified in the CMP, and to pay the City of Los Angeles for these services through reimbursement by the GCCOG.


This MOA expired and was extended for an additional year on June 30, 2012. The extended MOA expired June 30, 2013, and requires a new agreement to cover the costs of required monitoring. The GCCOG Board is requesting that the Gateway Cities enter into a new, but substantially similar agreement with each individual Agency through June 30, 2016. The total costs will be approximately \$243,000 per year, of which \$16,000 will reimburse the GCCOG's administrative costs, and \$30,000 will reimburse the Los Angeles County Flood Control District's estimated critical repair costs. The approximate cost to each agency is detailed in the attached Exhibit B.


FISCAL IMPACT

The estimated budget for this amendment is not to exceed \$243,000 with the understanding that all agencies will execute the agreement. According to the cost allocation formula shown on Exhibit B of the MOA, the city of Lakewood's allocation will be \$1,099.12. This amount is available in the current budget.

RECOMMENDATION

Staff recommends that City Council approve the MOA with the GCCOG to continue to act as fiduciary agent for the continued implementation of the LAR Metals TMDL CMP.

Lisa Ann Rapp 
Director of Public Works

Howard L. Chambers 
City Manager

MEMORANDUM OF AGREEMENT
BETWEEN
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
THE CITY OF LAKEWOOD

REGARDING THE ADMINISTRATION AND COST SHARING OF THE
COORDINATED MONITORING PLAN FOR THE LOS ANGELES RIVER AND
TRIBUTARIES METALS TMDL

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and the City of Lakewood, a California political Subdivision (hereinafter "Party" or "Parties") with respect to the following:

RECITALS

WHEREAS, the mission of the GCCOG includes environmental planning and providing technically sound science and analyses to its member cities and agencies; and

WHEREAS, fifteen of the GCCOG's member cities are located within the Los Angeles River watershed and the GCCOG has established effective working relationships with the adjacent Councils of Governments; and

WHEREAS, the GCCOG has previously entered into interagency agreements, successfully partnering with various cities, SCAG, CALTRANS and the County of Los Angeles to undertake projects and studies of regional significance; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted the Los Angeles River and Tributaries Metals Total Maximum Daily Load ("TMDL" or "Los Angeles River Metals TMDL") in September of 2005, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, the Parties recognize that the TMDL is not self-enforcing but could be legally enforceable once incorporated into the 2001 National Pollutant Discharge Elimination System Permit for Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the incorporated cities therein except the City of Long Beach, Avalon, Palmdale and Lancaster dated December 13, 2001; and

WHEREAS, this TMDL regulates the discharge of runoff from, forty cities, the County of Los Angeles, and CALTRANS, herein referred to as collectively the "Regulated Entities" or singularly "Regulated Entity", requiring a high degree of organization and cooperation from the local watershed agencies; and

WHEREAS, this TMDL requires the implementation of a Coordinated Monitoring Plan ("CMP") by the Regulated Entities that is designed to monitor water quality at key locations along the Los Angeles River and its tributaries, in addition to proving compliance with the TMDL waste load allocations; and

WHEREAS, a Los Angeles River Metals TMDL Technical Committee, consisting of representatives from the Regulated Entities, has been established with the purpose of preparing and submitting the CMP to the Regional Board; and

WHEREAS, a Los Angeles River Metals TMDL Steering Committee, consisting of representatives from the Regulated Entities, has been established for the purpose of providing general oversight of the implementation of the Los Angeles River Metals TMDL which includes the CMP and technical Special Studies; and

WHEREAS, a Los Angeles River Watershed Management Committee, required by the Municipal Storm Water NPDES Permit, meets on a regular basis and is attended by all the Regulated Entities in the watershed; and

WHEREAS, the draft and final CMP titled "Los Angeles River Metals TMDL Coordinated Monitoring Plan," was prepared by the Technical Committee, reviewed by the Los Angeles River Watershed Management Committee and Steering Committee, and submitted to the Regional Board on April 11, 2007 and March 26, 2008, respectively; and

WHEREAS, the Regulated Entities agreed to implement the monitoring program within six months of the approval date of the CMP by the Regional Board and upon the adoption and initial funding of this Agreement by the Regulated Entities; and

WHEREAS, the CMP requires administrative services that the Regulated Entities desire the GCCOG to coordinate, including contracting for the collection of dry and wet weather water quality samples, laboratory analysis and reporting services, and other CMP related activities; and

WHEREAS, the GCCOG has agreed to provide administrative services to the Regulated Entities to facilitate the successful implementation of the CMP; and

WHEREAS, the Regulated Entities have agreed to share in fully funding the costs of the CMP, including those costs incurred by the GCCOG in administering this Agreement, based on the cost allocation formula contained in Exhibit A and the estimated monitoring plan costs shown in Exhibit B of this Agreement; and

WHEREAS, the City of Los Angeles has the expertise and equipment to perform sampling services, laboratory analysis, and reporting services ("Monitoring Services") consistent with the CMP; and

WHEREAS, the GCCOG and the Regulated Entities agree to employ the City of Los Angeles to perform the Monitoring Services on their behalf at locations identified in the CMP, and the Regulated Entities are willing to pay the City of Los Angeles for its

Monitoring Services through the GCCOG, and City of Los Angeles is willing to perform the Monitoring Services and be reimbursed for such services as indicated in Exhibit B; and

WHEREAS, the City had previously entered into an agreement with the GCCOG for similar services from 2008 through June 2012, and

WHEREAS, GCCOG will execute similar cost-sharing agreements with all other Regulated Entities before this agreement becomes enforceable, unless stated otherwise elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund the implementation of the CMP.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. This Agreement is voluntarily entered into for the implementation of the CMP.

Section 5. Term. The term of this Agreement shall remain and continue in effect until June 30, 2014. This Memorandum of Agreement will automatically be extended annually upon approval of the CMP Steering and Technical Committees, until June 30, 2016, provided the cost for the additional year is less than a ten (10) percent increase from the prior year.

Section 6. Coordinated Monitoring Plan. The Los Angeles River Metals TMDL CMP consists of the regulatory background, ambient and effectiveness monitoring, monitoring sites, sampling parameters, analytical methods, schedule, reporting, and other regulatory requirements. Digital versions of the Regional Board approved CMP have been provided to all of the Regulated Entities. The final CMP was approved by the Regional Board on April 11, 2008, and is incorporated into this Agreement by this reference.

Section 7. Assessment for Proportional Costs of the CMP. The City agrees to provide funds to the GCCOG in the amount shown in Exhibit A, based on the estimated annual monitoring costs in Exhibit B, attached hereto and made a part of this Agreement by this reference. The GCCOG will annually invoice the City upon the execution of this Agreement, based on allocated CMP costs, which includes all administrative costs incurred by the GCCOG in the performance of its duties under this Agreement. The GCCOG administrative costs include compensation for staff time, audit expenses, and

costs incurred in administering agreements. Any overpayment or underpayment of the CMP costs shall be credited or billed to the City in the next year's invoice or if it occurs in the last year of the Agreement it shall be reimbursed at its termination.

Section 8. Role of the GCCOG. The GCCOG shall enter into substantially and materially similar agreements with each of the Regulated Entities to effectuate the CMP, invoice and collect from the Regulated Entities the estimated amounts identified in Exhibit A, which are based on the estimated annual monitoring costs in Exhibit B, and reimburse the City of Los Angeles for their respective services as described in this Agreement.

Section 9. Role of the City of Los Angeles.

- a) Monitoring – The City of Los Angeles will perform the Monitoring Services at locations indicated in the CMP on behalf of the Regulated Entities. Performance of the Monitoring Services by Los Angeles is expressly conditioned upon all Regulated Entities listed in Exhibit A executing a similar agreement with the GCCOG for cost sharing of the CMP.
- b) Early Start of Monitoring – The TMDL requires monitoring to be continuous therefore, all Regulated Entities agree that the City of Los Angeles will continue the Monitoring Services, if necessary, even before this agreement has been signed by all the Regulated Entities to ensure compliance with the TMDL. The Regulated Entities thereby authorize that all costs incurred by the City of Los Angeles for any early monitoring required by the CMP be included in the initial GCCOG invoice to the Regulated Entities.
- c) Reporting – The City of Los Angeles will submit final summary monitoring reports to the Regional Board annually as described in the CMP and distribute copies of the annual reports to the Regulated Entities prior to submittal to the Regional Board for review and approval. Regulated entities will have the right to request monitoring reports at any time.

Section 11. Invoice and Payment.

- a) Annual Monitoring Payment – The GCCOG shall reimburse the City of Los Angeles for the Monitoring Services in accordance with Exhibits B within ninety (90) days of receipt of the invoice from City of Los Angeles, minus the cost share of the City of Los Angeles' portion of the GCCOG annual administration services cost. The GCCOG shall not be obligated to remit to the City of Los Angeles more than the amount it has actually collected from Regulated Entities pursuant to this Agreement less its estimated administrative costs. In the event that funds received by the GCCOG are not sufficient to cover the full GCCOG administrative costs and City of Los Angeles invoice within 90 days of invoice, but are subsequently received, those subsequent amounts shall be paid to the City of Los Angeles within 30 days of receipt by the GCCOG. The annual payment shall be increased by the State of

California Consumer Price Index (CPI) annually¹. The total annual monitoring costs shown in Exhibit B are estimates that have been agreed upon amongst the City of Los Angeles and the Regulated Entities. The cost estimates of Monitoring Services presented in Exhibit B and costs of any monitoring activities, are subject to changes in the CMP pursuant to a Regional Board requirement or unforeseen challenges in the field. The GCCOG shall be notified by the City of Los Angeles of any decreases or increases in sampling frequency; the actual cost of any decreases or increases in sampling frequency will be reconciled with the next annual payment.

- h) Auto Sampler Payment – The GCCOG shall reimburse the County of Los Angeles for maintenance authorized by the CMP Steering and Technical Committees to the auto sampler infrastructure within ninety (90) days of receipt of any invoices from County of Los Angeles. The GCCOG shall not be obligated to remit to the County of Los Angeles more than the amount it has actually collected from Regulated Entities pursuant to this agreement less its estimated administrative costs. In the event that funds received by the GCCOG are not sufficient to cover the full GCCOG administrative costs and County of Los Angeles invoice within 90 days of invoice, but are subsequently received, those subsequent amounts shall be paid to the County of Los Angeles within 30 days of receipt by the GCCOG.
- e) Invoice – The GCCOG shall invoice the County annually. The first year's invoice will be sent immediately following the execution of this Agreement. The second invoice will be sent in July 2013. The invoices shall be based upon Exhibit A. The County shall pay the GCCOG invoices within sixty (60) days of receipt of the invoices. The City of Los Angeles will invoice the GCCOG immediately upon execution of this Agreement and from thereon on annual basis starting July 2013 and the GCCOG shall pay the City of Los Angeles invoices within ninety (90) days of receipt. Since the City of Los Angeles is providing the Monitoring Services, the City of Los Angeles will not be invoiced by the GCCOG for any monitoring related costs for the City's costs share; similarly, the County will not be invoiced for any auto sampler maintenance costs. Therefore, the City of Los Angeles and County of Los Angeles invoices will be adjusted to exclude the City and County's cost shares, respectively.
- d) Late Payment Penalty – Any payment that is late shall be subject to interest on the original amount due from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect when the payment first became due plus five (5) percent shall apply for any payment that is made from 31 to 60 days after the due date. The Prime Rate in effect when the payment first

¹ The State of California CPI is referenced at <http://www.dir.ca.gov/DLSR> for Los Angeles-Riverside-Orange County Region for the month of June.

became due plus ten (10) percent shall apply for any payment that is made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.

- e) Delinquent Payments – A Regulated Entity's payment is considered to be delinquent 180 days after being invoiced by the GCCOG. The following procedure may be implemented to attain payments from the delinquent Regulated Entity or Entities per instructions from the Steering Committee: 1) verbally contact/meet with the manager from the delinquent Regulated Entity or Entities, 2) submit a formal letter to the delinquent Regulated Entity or Entities from the GCCOG attorney, and 3) notify the Regional Board that the delinquent Regulated Entity or Entities are no longer a participating member of the CMP. If a Regulated Entity or Entities remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following year's invoice amongst all remaining Regulated Entities proportionate to each Entity's area as it relates to the overall remaining total Regulated Entities area, excluding the delinquent Regulated Entity or Entities. The Steering Committee will revise Exhibits A and C to show the recalculated costs for each participating Regulated Entity; these revised exhibits will be sent to the GCCOG and included with the annual invoices to the Regulated Entities.
- f) Interest Accrual – Any interest accrued on the funds collected per this Agreement during the term of this Agreement shall be redeposited into the appropriate account and used for implementation of the CMP. The GCCOG shall report on an annual basis to the Steering Committee the amount of interest accrued by the CMP account(s).

Section 12. Independent Contractor.

- a) The GCCOG is and shall at all times remain a wholly independent contractor for performance of the obligations described in this Agreement. The GCCOG officers, employees and agents performing such obligations shall at all times be under the GCCOG's exclusive control. The Regulated Entities shall not have control over the conduct of the GCCOG or any of its officers, employees or agents, except as set forth in this Agreement. The GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of the Regulated Entities.
- h) No employee benefits shall be available to the GCCOG in connection with the performance of its obligations under this Agreement. The GCCOG is solely responsible for the payment of salaries, wages, other compensation, employment taxes, worker's compensation, or similar taxes for its employees for performing obligations hereunder.

Section 13. Indemnification. To the fullest extent permitted by law, the City and the GCCOG agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, actual attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

Section 14. Termination of Agreement. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The City shall be responsible for the allocated costs of CMP activities incurred up to the date of the termination. GCCOG shall notify in writing all Regulated Entities within fourteen (14) days of receiving written notice from any Regulated Entity that intends to terminate this Agreement.

Section 15. Miscellaneous.

- a) Notices. All notices which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GCCOG: Mr. Richard Powers
Executive Director
16401 Paramount Blvd.
Paramount, CA 90723

To City of Lakewood: Lisa A. Rapp
Director of Public Works
5050 Clark Avenue
Lakewood, CA 90712

- b) Separate Accounting and Auditing. The GCCOG agrees to establish a separate account to track the revenues from the Regulated Entities and the expenses from of the CMP. Quarterly financial statements and the annual audit will be made available to all of the participating Regulated Entities and will be provided to the Steering and Technical Committees.
- e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.

- d) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- e) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- f) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an Agreement is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.
- h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.
- k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.
- l) Agency Authorization. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD

Steve Croft, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

Larry R. Nelson, President

ATTEST:

Richard Powers, Secretary

EXHIBIT A

Year 2013 - 2014

Metals TMDL	Area in Square Miles	Distribution	Base Rate (\$)	Allocation on Square Miles (\$)	Total Rate (\$)
Alhambra	7.6	0.012629318	1,075	2,172.24	3,247.24
Arcadia	10.93	0.018162953	1,075	3,124.03	4,199.03
Bell	2.74	0.004553201	1,075	783.15	1,858.15
Bell Gardens	2.48	0.004121146	1,075	708.84	1,783.84
Bradbury	1.4	0.092326453	1,075	400.15	1,475.15
Burbank	17.35	0.028831403	1,075	4,959.00	6,034.00
Caltrans	11.24	0.018678096	1,075	3,212.63	4,287.63
Calabasas	6.58	0.009272578	1,075	1,594.88	2,669.88
Carson	0.24	0.000398821	1,075	68.60	1,143.60
Commerce	6.56	0.010901095	1,075	1,874.99	2,949.99
Compton**	0	0.000000000	-	0.00	0.00
Cudahy	1.12	0.001861163	1,075	320.12	1,395.12
Downey	5.66	0.009405518	1,075	1,617.75	2,692.75
Duarte	2.3	0.003822030	1,075	657.39	1,732.39
El Monte**	0	0.000000000	-	0.00	0.00
Glendale	30.62	0.050882856	1,075	8,751.85	9,826.85
Hidden Hills	1.57	0.002608951	1,075	448.74	1,523.74
Huntington Park	3.03	0.005035110	1,075	866.04	1,941.04
Irwindale	1.89	0.003140712	1,075	540.20	1,615.20
Le Canada Flintridge	8.57	0.014241217	1,075	2,449.49	3,524.49
Lakewood	0.0844	0.000140252	1,075	24.12	1,099.12
Long Beach	16.66	0.027684794	1,075	4,761.78	5,836.78
City of Los Angeles	281.44	0.467683370	1,075	80,441.57	81,516.57
Lynwood	4.85	0.008059499	1,075	1,386.23	2,461.23
Maywood	1.18	0.001960868	1,075	337.27	1,412.27
Monrovia	10.34	0.017182519	1,075	2,956.39	4,030.39
Montebello	8.36	0.013892249	1,075	2,389.47	3,464.47
Monterey Park	7.66	0.012729023	1,075	2,189.39	3,264.39
Paramount	4.34	0.007212005	1,075	1,240.46	2,315.46
Pasadena	22.7	0.037721777	1,075	6,488.15	7,563.15
Pico Rivera	3.12	0.005184667	1,075	891.76	1,966.76
Rosemead	5.14	0.008541407	1,075	1,469.12	2,544.12
San Fernando	2.41	0.004004823	1,075	688.83	1,763.83
San Gabriel	4.12	0.006846420	1,075	1,177.58	2,252.58
San Marino	3.76	0.006248180	1,075	1,074.69	2,149.69
Sierra Madre	2.99	0.004968639	1,075	854.61	1,929.61
Signal Hill	1.13	0.001877780	1,075	322.98	1,397.98
South El Monte*	0	0.000000000	-	0.00	0.00
South Gate	7.48	0.012429907	1,075	2,137.94	3,212.94
South Pasadena	3.43	0.005699810	1,075	980.37	2,055.37
Temple City	4.01	0.006663627	1,075	1,146.14	2,221.14
Vernon	5.08	0.008441702	1,075	1,451.97	2,526.97
Unincorporated LA County A	80.61	0.133953854	1,075	23,040.06	24,115.06
Total	601.7744	1.000000000	43,000.00	172,000.00	215,000.00

215,000.00

Total rate includes City of Los Angeles' estimated cost of \$205,000 plus the GCCOG administrative estimate costs of \$10,000

* Indicated non-participation.

**no response (contributions may be redistributed among participating regulated entities)

EXHIBIT B

Estimated Annual Cost of Monitoring (FY 2013-2015) Prepared by City of Los Angeles - Watershed Protection Division

Field Work: TIER-I	No. Sampling Sites	Cost per Site	Total Cost per Month	Events per Year	Annual cost
DRY weather sample collection (grab)	13	\$ 200.00	\$ 2,600.00	6	\$ 15,600.00
WET weather sample collection (auto)	5	\$ 600.00	\$ 3,000.00	6	\$ 18,000.00
Autosampler & Flow Meter Maintenance	5	--	\$ 1,200.00	12	\$ 14,400.00
<i>Subtotal</i>					\$ 48,000.00

Field Work: TIER-II ^a					Annual cost
Tier II: Dry Weather Sampling (grab)	1	\$ 200.00	\$ 200.00	6	\$ 1,200.00
Tier II: Wet Weather Sampling (grab)	3	\$ 600.00	\$ 1,800.00	6	\$ 10,800.00
<i>Subtotal</i>					\$ 12,000.00

Laboratory Analysis	No. Samples (per yr)	Cost Per Sample	Annual cost
TIER-I <i>EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness. Includes Field Blanks and Field Duplicates (QA/QC)</i>	132	\$ 365.00	\$ 48,180.00
TIER-II ^a <i>EPA 200.8: Total/Dissolved Cu, Pb, Zn, Se, Cd; EPA 200.7: Hardness</i>	24	\$ 365.00	\$ 8,760.00
<i>Subtotal</i>			\$ 56,940.00

Equipment & Supplies					Annual Cost
Filtration Supplies (for Dissolved metals)					\$ 5,460.00
Autosampler & Flow Meter Servicing and/or Replacement Parts ^b					\$ 10,000.00
ISCO Cellular Modems (new equipment to replace outdated modems; one-time cost) ^c					\$ 11,000.00
Miscellaneous Consumables					\$ 1,500.00
Cellular Service Charges (telemetry system) ^d					\$ 2,100.00
<i>Subtotal</i>					\$ 30,060.00

Program Management (Data analysis & Management, Reporting, Supervision, and Coordination)	Annual Cost
TIER-I	\$ 40,000.00
TIER-II	\$ 10,000.00
<i>Subtotal</i>	\$ 50,000.00

Total Monitoring Annual Cost ^{e, f}	\$ 197,000.00
Plus COG Administrative costs	\$16,000.00
LACFCD estimated equipment critical repairs	\$30,000.00
Total	\$243,000.00

EXHIBIT B

Footnotes:

^a If Tier-II activation criteria reset at the beginning of the annual reporting cycle, fewer sampling events will be required.

^b This amount is to cover costs to repair/replace sensors, pumps, and other accessories in the event that damage occurs.

^c Modems currently use analog cell service. Verizon will be dropping this service in the near future; upgraded modems are necessary for telemetry system to remain operational.

^d If modems are upgraded to the digital platform, the cellular service charges will decrease to \$600/year.

^e This cost estimate does NOT include TIER-III Source Tracking (per guidance from the Technical Committee).

^f The Scope-of-Work for the Coordinated Monitoring Plan may be affected by issuance of the new MS4 Stormwater permit. If this occurs, this cost estimate will need to be revised.

DIVIDER SHEET

Legislation

TO: The Honorable Mayor and City Council

SUBJECT: Pending Legislative Proposals Regarding Outsourcing Public Services

INTRODUCTION

Proposed legislation regarding contracting has emerged during the current legislative session. These bills are: Assembly House Resolution (HR) 29 by Assembly Member Jimmy Gomez, Assembly Bills 1574, 1575, and 1578, all by Assembly Member Richard Pan.

STATEMENT OF FACTS

One of the city's main priorities for the 2014 legislative session, as adopted, is to protect the city's right to contract for services. Recently, there seems to be an increasing push by groups such as the American Federation of State, County, and Municipal Employees (AFSCME) for contract legislation. Last year, they sponsored Assembly Bill 1333 by Assembly Member Roger Hernandez, which failed passage. Senate Bill 556 by Senator Ellen Corbett, a bill sponsored by the California Labor Federation, failed passage last year as well.

The four bills below for this year's legislative session are all sponsored by AFSCME:

- HR 29 would have legislators take a form of a pledge that would potentially restrict their votes on future legislation consistent with the political agenda of an outside national organization. While HR 29 does not have the force of law, legislators that are asked to vote on the resolution are committing themselves to a pledge to vote on bills that oppose "outsourcing of public services and assets." It also compels the Assembly to introduce outsourcing legislation. Not only is this resolution harmful in its content, it also undermines the democratic process and representative government because legislators lose the opportunity to make an informed decision about the specific impacts of legislation. The resolution also urges local officials to become familiar with the provisions of the "Taxpayer Empowerment Agenda," which is linked to a group called "In the Public Interest," a project of the national organization called "The Partnership for Working Families."
- AB 1574 would prohibit a state agency from entering into contracts that requires payment for un-provided services. If an agency does enter into a contract for services, the contract cannot provide for guarantee occupancy rates, inhibit a state agency's infrastructure management, penalize state agencies for a contracting-party's revenue loss due to emergencies, or allow secret or unapproved fee increases.
- AB 1575 would require contracts for personal services to include specific performance criteria and cost parameters, require reports by the contractor, and provide for cancellation by the contracting agency if the contractor fails to comply with contract requirements or with the law.

COUNCIL AGENDA


March 11, 2014


Page 2 of 2

- AB 1578 would require the state to publish an online database of contractor names and payments per contract, including the hourly wages of private contractor employees.

RECOMMENDATION

That the City Council receive and file this report on proposed legislation regarding the outsourcing of public services.

Lisa G. Novotny 
Assistant City Manager

Howard L. Chambers 
City Manager

DIVIDER SHEET

Reports

COUNCIL AOENDA

March 11, 2014

TO: The Honorable Mayor and City Council

SUEJECT: 2014 Earth Walk Event

INTRODUCTION

Since 2005, the Reereation and Community Services and Public Works Departments have teamed up to offer Earth Walk, a family friendly special event designed to introduce visitors to envirommental praetiees that promote a healthy and sustainable future for us all. This free event has consistently attracted 400-500 participants since its inception. Amongst the many visitors are youth scouting groups and families with children.

STATEMENT OF FACT

Monte Verde Park will be the departure point for Lakewood's free Earth Walk event. This family-friendly program held on Saturday, March 15, from 10 a.m. – 1 p.m. is the perfect opportunity to teach ehildren as well as adults how they can play a part in proteeting our environment for the future. Partieipants will have the opportunity to complete a hand-made craft to take home, take a nature walk with Ranger Jack, meet "Woody" the talking tree and talk with representatives from businesses interested in a sustainable environment. Event participants are invited to explore the beautiful landscape of Monte Verde Park and the West San Gabriel River Parkway Nature Trail. Vendors will be on display at the entrance to the West San Gahriel River Parkway Nature Trail and along Monte Verde's beautiful quarter-mile walking trail.

Partieipating businesses and Lakewood community groups at the 2014 Earth Walk event include:

- City of Lakewood Water Resources promoting water conservation;
- City of Lakewood Publie Works Department will hand out oil recycling kits;
- The Southern California Gas Company is sponsoring the event giveaway and will have a display booth to promote energy savings and safety;
- Lakewood's libraries will distribute books and book markers to kids;
- Community Garden members will demonstrate planting tips for the backyard;
- The Lakewood Garden Club will invite kids to plant a seed to take home;
- R. F. Dickson Company will display its street sweeper;
- Norm Reeves Honda and Caruso Ford will have energy efficient vehicles on display.

SUMMARY

Staff recommends that the City Council accept this statns report and order it be received and filed.

Lisa Litzinger, Director
Recreation & Community Services



Howard L. Chambers
City Manager



DIVIDER SHEET

Item 3.2 – “60 Years of Success” the City of Lakewood’s 60th Anniversary Celebration
will be an oral presentation.

DIVIDER SHEET

Item 3.3 – Invitation for 2014 Lakewood Shreds Event
will be an oral presentation.

DIVIDER SHEET

Successor Agency

**CITY OF LAKEWOOD SUCCESSOR AGENCY - PROJECT AREAS
FUND SUMMARY 2/27/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 38 through 38. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

2902	ENFORCEABLE OBLIGATIONS	567.00
		<hr/>
		567.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - PROJECT AREAS
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
38	02/27/2014	4428	COLANTUONO & LEVIN PC	567.00	0.00	567.00
			Totals:	<u>567.00</u>	<u>0.00</u>	<u>567.00</u>

DIVIDER SHEET

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 2/27/2014**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 41 through 41. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	195.00
		<hr/>
		195.00

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
SUMMARY CHECK REGISTER**

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
41	02/27/2014	40572	CHICAGO TITLE CO	195.00	0.00	195.00
Totals:				<u>195.00</u>	<u>0.00</u>	<u>195.00</u>