

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

April 14, 2020, 7:30 p.m.

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

CALL TO ORDER

INVOCATION:

PLEDGE OF ALLEGIANCE:

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

MARCH 3, 2020 GENERAL MUNICIPAL ELECTION

1. ADOPTION OF RESOLUTION NO. 2020-7; DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION
2. ADMINISTRATION OF THE OATH OF OFFICE TO COUNCIL MEMBERS ELECT

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 December 10, 2019.
- RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.
- RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.
- RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council approve report of City Council Committees' activities.

City Council Agenda

April 14, 2020

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ROUTINE ITEMS: - Continued

RI-5 MEASURE L IMPLEMENTATION – RESOLUTION NO. 2020-8; AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX; RESOLUTION NO. 2020-9; AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS; AND AGREEMENT FOR TRANSACTIONS TAX AUDIT AND INFORMATION SERVICES - Staff recommends City Council adopt proposed resolutions and approve proposed agreement.

RI-6 AUTHORIZATION FOR PREPARATION OF LOCAL ROAD SAFETY PLAN BY WILLDAN ENGINEERING, RESOLUTION NO. 2020-10 - Staff recommends City Council accept LSRP Grant in amount of \$72,000 and adopt proposed resolution authorizing City Manager to sign necessary documents for State and Federally funded transportation projects; authorize Willdan's proposal to prepare Local Road Safety Plan, under existing Agreement for Engineering Services, in an amount of \$76,100 and authorize Mayor to sign proposal; and authorize Measure "R" funds be used for project in an amount up to \$10,000.

REPORTS:

3.1 AMENDMENT TO JOINT POWERS AGREEMENT FOR THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD, RESOLUTION NO. 2020-11 - Staff recommends City Council adopt proposed resolution approving the Sixth Amended and Restated Joint Exercise of Powers Agreement for SELACO WDB for workforce development services.

3.2 COVID-19 UPDATE, CITY EVENT IMPACTS AND BUDGET ADJUSTMENTS - Staff recommends City Council receive and file COVID-19 update, cancel 2020 Pan Am Fiesta; postpone 2020 Public Safety Expo and hold in conjunction with Emergency Preparedness Fair scheduled for September 26, 2020; and approve budget appropriation of \$151,200 for realized and anticipated COVID-19 related expenditures until end of May 2020.

AGENDA

LAKWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS – Pursuant to Government Code §54957.6

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

Employee Organization: Lakewood City Employees' Association

ADJOURNMENT

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

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

RESOLUTION NO. 2020-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON MARCH 3, 2020 DECLARING THE RESULTS THEREOF, AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted within the City of Lakewood, California, on Tuesday, March 3, 2020, as required by law; and

WHEREAS, notice of said election was given in the time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed, and that in all respects said election was held and conducted and the votes were cast, received and canvassed, and the returns made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the Los Angeles County Registrar-Recorder/County Clerk canvassed the returns of said election, and the City Clerk has certified the results to the City Council, the results are received, attached and made a part hereof as “Exhibit A;” and

NOW, THEREFORE, the City Council of the City of Lakewood does hereby resolve, find, declare, and determine as follows:

SECTION 1. That said General Municipal Election was held for the purpose of electing two members to the City Council of the City of Lakewood for the full term of four (4) years.

SECTION 2. That pursuant to Resolution No. 2019-57 of the City Council, there was submitted to the voters at said General Municipal Election the following question designated as Measure L.

Lakewood Public Safety/Local Control Measure: To protect City of Lakewood’s financial stability; maintain 911 emergency response/sheriff patrols; prevent property crimes, thefts, burglaries; protect local drinking water; maintain streets; repair potholes; keep public areas/parks safe/clean; address homelessness; maintain senior/disabled resident/youth/gang prevention programs/other general services, shall an ordinance establishing a $\frac{3}{4}\%$ sales tax providing approximately \$10,000,000 annually until ended by voters be adopted; requiring citizens’ oversight, audits, all funds controlled locally?	YES	
	NO	

SECTION 3. That the whole number of ballots cast in the City, except absent voter ballots and provisional ballots, was 7,804. That the whole number of absent voter and provisional ballots cast was 15,128, making a total of 22,932 cast in the City.

SECTION 4. That the names of persons voted for at the election for Member of the City Council were as follows:

Ahmed Rafi
Cassandra Castello-Chase
Jeff Wood
Pamela Wilson Williams
Bert A. Johnson, Jr.
Ariel "Ari" Pe

SECTION 5. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "A" attached hereto.

SECTION 6. The City Council does declare and determine that:

Jeff Wood was elected as a Member of the City Council of said City for the full term of four (4) years.

Ariel "Ari" Pe was elected as a Member of the City Council of said City for the full term of four (4) years.

That said Measure L voted upon at said election was adopted by a majority of the voters voting at said election.

SECTION 7. The City Clerk shall enter on the records of the City Council of the City a statement of the results of the election showing:

- A. The whole number of votes cast in the City.
- B. The names of the persons voted for.
- C. The measure voted upon.
- D. For what office each person was voted for.
- E. The number of votes given at each precinct to each person, and for and against each measure.

F. The total number of votes given to each person, and for and against each measure.

SECTION 8. The City Clerk shall immediately make and deliver to each of the persons so elected to the Lakewood City Council a Certificate of Election signed by the City Clerk, and duly authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California, and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of said persons so elected shall then be inducted into the office to which they have been elected.

SECTION 9. The City Clerk shall certify to the adoption of this resolution, and shall enter the same into the book of original resolutions of the City of Lakewood, and shall make a record of the passage and adoption thereof in the Minutes of this meeting, and in the records of the proceedings of the City Council.

ADOPTED AND APPROVED THIS 14TH DAY OF APRIL, 2020.

Mayor

ATTEST:

City Clerk

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Lakewood City

at the Presidential Primary Election, held on the 3rd day of March, 2020.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 27th day of March, 2020.



Dean Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			LAKEWOOD CITY GENERAL MUNI COUNCILMEMBER											
LOCATION	REGIST- RATION	BALLOTS CAST	AHMED RAFI	C CASTELLO CHASE	JEFF WOOD	P WILSON WILLIAMS	BERT A JOHNSON JR	ARIEL PE						
LAKEWOOD - 3450002A		329	64	79	116	84	15	75						
VOTE BY MAIL SERIAL 0738		576	100	159	244	120	57	119						
TOTAL	2261	905	164	238	360	204	72	194						
LAKEWOOD - 3450003A		292	69	70	126	56	20	89						
VOTE BY MAIL SERIAL 0739		607	80	116	285	104	43	221						
TOTAL	2008	899	149	186	411	160	63	310						
LAKEWOOD - 3450004A		348	49	93	146	57	18	100						
VOTE BY MAIL SERIAL 0740		649	102	142	298	115	39	175						
TOTAL	2283	997	151	235	444	172	57	275						
LAKEWOOD - 3450007B		119	30	32	54	17	7	24						
VOTE BY MAIL SERIAL 0741		228	34	49	121	43	11	79						
TOTAL	792	347	64	81	175	60	18	103						
LAKEWOOD - 3450013A		269	32	50	123	48	18	115						
VOTE BY MAIL SERIAL 0742		588	68	118	270	113	39	224						
TOTAL	1877	857	100	168	393	161	57	339						
LAKEWOOD - 3450015A		305	45	46	138	54	4	93						
VOTE BY MAIL SERIAL 0743		654	88	114	365	107	40	192						
TOTAL	2082	959	133	160	503	161	44	285						
LAKEWOOD - 3450019A		316	49	76	140	68	13	102						
VOTE BY MAIL SERIAL 0744		737	112	156	316	118	49	243						
TOTAL	2357	1053	161	232	456	186	62	345						
LAKEWOOD - 3450020A		295	48	80	110	51	12	84						
VOTE BY MAIL SERIAL 0745		606	69	131	301	86	34	230						
TOTAL	2067	901	117	211	411	137	46	314						
LAKEWOOD - 3450023A		298	54	47	140	53	11	85						
VOTE BY MAIL SERIAL 0746		710	97	115	401	98	29	255						
TOTAL	2104	1008	151	162	541	151	40	340						
LAKEWOOD - 3450030A		351	96	77	138	65	14	93						
VOTE BY MAIL SERIAL 0747		513	127	110	198	88	36	180						
TOTAL	2156	864	223	187	336	153	50	273						
LAKEWOOD - 3450031A		287	53	62	122	79	14	90						
VOTE BY MAIL SERIAL 0748		605	84	131	260	121	37	240						
TOTAL	2110	892	137	193	382	200	51	330						
LAKEWOOD - 3450035A		268	31	57	78	96	16	87						
VOTE BY MAIL SERIAL 0749		642	91	135	269	197	35	203						
TOTAL	2188	910	122	192	347	293	51	290						
LAKEWOOD - 3450037A		384	64	99	128	111	11	104						
VOTE BY MAIL SERIAL 0750		597	82	135	263	138	45	198						
TOTAL	2224	981	146	234	391	249	56	302						
LAKEWOOD - 3450043A		392	53	75	188	79	21	124						
VOTE BY MAIL SERIAL 0751		722	89	139	382	106	45	254						
TOTAL	2332	1114	142	214	570	185	66	378						

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

Routine Items

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

COUNCIL AGENDA

April 14, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

	<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES				
A. Appointments				
	None			
B. Changes				
	None			
C. Separations				
	None			
2. PART-TIME EMPLOYEES				
A. Appointments				
	Scott Larson	Maintenance Trainee I	B	03/30/2020
B. Changes				
	Noel Munoz	Recreation Leader II Community Services Specialist	A to B	04/05/2020
C. Separations				
	None			


Thaddeus McCormack
City Manager

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

**CITY OF LAKEWOOD
FUND SUMMARY 3/26/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 97043 through 97185. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	250,844.05
1020	CABLE TV	486.89
1030	CDBG CURRENT YEAR	875.00
1050	COMMUNITY FACILITY	8,285.35
1621	LA CNTY MEASURE R	2,200.50
1623	LA CNTY MEASURE W	2,425.00
3001	CAPITAL IMPROV PROJECT FUND	90,543.36
3060	PROPOSITION "A"	4,093.61
3070	PROPOSITION "C"	1,084.79
5020	CENTRAL STORES	6,036.97
5030	FLEET MAINTENANCE	4,042.13
7500	WATER UTILITY FUND	30,979.70
8030	TRUST DEPOSIT	100.00
		<hr/>
		401,997.35

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
97043	03/26/2020	4113	SHAKER NERMINE	1,925.00	0.00	1,925.00
97044	03/26/2020	4848	AFFORDABLE GENERATOR SERVICE. INC.	767.50	0.00	767.50
97045	03/26/2020	4551	ACCOUNTING PRINCIPALS. INC	3,240.00	0.00	3,240.00
97046	03/26/2020	39123	BACKFLOW APPARATUS & VALUE COMPANY	454.23	0.00	454.23
97047	03/26/2020	4800	BISHOP COMPANY	642.85	0.00	642.85
97048	03/26/2020	1935	BREA. CITY OF	34,898.50	0.00	34,898.50
97049	03/26/2020	53983	CALIF STATE FRANCHISE TAX BOARD	200.00	0.00	200.00
97050	03/26/2020	45894	CINTAS CORPORATION	70.24	0.00	70.24
97051	03/26/2020	4361	CN SCHOOL AND OFFICE SOLUTIONS INC	435.91	0.00	435.91
97052	03/26/2020	65611	D7 CONSULTING INC	50,750.00	0.00	50,750.00
97053	03/26/2020	3213	DIRECTV INC	35.00	0.00	35.00
97054	03/26/2020	39267	DOG DEALERS INC	546.00	0.00	546.00
97055	03/26/2020	5229	DUNRITE PEST CONTROL INC.	260.00	0.00	260.00
97056	03/26/2020	4847	IRONWOOD UNLIMITED INC	290.18	0.00	290.18
97057	03/26/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	168.22	0.00	168.22
97058	03/26/2020	59859	FLEET PRIDE	24.51	0.00	24.51
97059	03/26/2020	5343	GALLS PARENT HOLDINGS. LLC	388.70	0.00	388.70
97060	03/26/2020	4422	GARIBALDO'S NURSERY	131.40	0.00	131.40
97061	03/26/2020	3845	GARVEY. BRIAN	165.00	0.00	165.00
97062	03/26/2020	64215	GOLD COAST AWARDS INC	207.89	0.00	207.89
97063	03/26/2020	65779	GOLDEN STATE WATER COMPANY	8,293.52	0.00	8,293.52
97064	03/26/2020	52540	GONSALVES JOE A & SON	4,526.00	0.00	4,526.00
97065	03/26/2020	61769	GRAUTEN. EVELYN R	530.40	0.00	530.40
97066	03/26/2020	35477	HARA M LAWNMOWER CENTER	209.96	0.00	209.96
97067	03/26/2020	5173	HOLMES. JASON	51.68	0.00	51.68
97068	03/26/2020	4688	HUNTER. JOHN L & ASSOCIATES	2,425.00	0.00	2,425.00
97069	03/26/2020	4622	JHM SUPPLY INC	115.61	0.00	115.61
97070	03/26/2020	5334	JOHNSON. JENNIFER	249.75	0.00	249.75
97071	03/26/2020	4180	JONES RICHARD D. A PROF LAW CORP	6,515.20	0.00	6,515.20
97072	03/26/2020	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	1,940.00	0.00	1,940.00
97073	03/26/2020	53311	LAKEWOOD MEALS ON WHEELS	875.00	0.00	875.00
97074	03/26/2020	18400	LAKEWOOD. CITY WATER DEPT	17,888.78	0.00	17,888.78
97075	03/26/2020	44733	LIEBERT CASSIDY WHITMORE	76.00	0.00	76.00
97076	03/26/2020	36844	LA COUNTY DEPT OF PUBLIC WORKS	19,220.29	0.00	19,220.29
97077	03/26/2020	36844	LA COUNTY DEPT OF PUBLIC WORKS	5,864.23	0.00	5,864.23
97078	03/26/2020	66339	MC ENROE. BARBARA	416.00	0.00	416.00
97079	03/26/2020	4443	O'REILLY AUTOMOTIVE STORES INC	236.01	0.00	236.01
97080	03/26/2020	450	PACIFIC EH & S SERVICES INC	1,792.00	0.00	1,792.00
97081	03/26/2020	65659	PHASE II SYSTEMS INC	2,500.00	0.00	2,500.00
97082	03/26/2020	3888	UAG CERRITOS I. LLC	133.13	0.00	133.13
97083	03/26/2020	51171	PERS LONG TERM CARE PROGRAM	70.64	0.00	70.64
97084	03/26/2020	62371	EMPLOYERWARE LLC	574.49	0.00	574.49
97085	03/26/2020	4760	PUN GROUP. THE LLP	3,894.00	0.00	3,894.00
97086	03/26/2020	4330	RON'S MAINTENANCE INC	2,492.00	0.00	2,492.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
97087	03/26/2020	47285	ROTARY CORP	435.20	0.00	435.20
97088	03/26/2020	4309	SAFESHRED	25.00	0.00	25.00
97089	03/26/2020	66280	BARRY SANDLER ENTERPRISES	118.05	0.00	118.05
97090	03/26/2020	52279	SMART & FINAL INC	62.31	0.00	62.31
97091	03/26/2020	26900	SO CALIF SECURITY CENTERS INC	4.93	0.00	4.93
97092	03/26/2020	29400	SOUTHERN CALIFORNIA EDISON CO	64,079.15	0.00	64,079.15
97093	03/26/2020	29500	SOUTHERN CALIFORNIA GAS CO	672.07	0.00	672.07
97094	03/26/2020	4026	SPASEFF TED C	275.00	0.00	275.00
97095	03/26/2020	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,431.05	0.00	4,431.05
97096	03/26/2020	2559	STANLEY CONVERGENT SECURITY	256.35	0.00	256.35
97097	03/26/2020	57912	SURI. KAREN	296.40	0.00	296.40
97098	03/26/2020	4212	SYN-TECH SYSTEMS INC	310.76	0.00	310.76
97099	03/26/2020	52484	TREND OFFSET PRINTING SERVICES INC	8,187.22	0.00	8,187.22
97100	03/26/2020	60685	TURF STAR	469.75	0.00	469.75
97101	03/26/2020	1437	U S BANK NATIONAL ASSOCIATION	23,397.27	0.00	23,397.27
97102	03/26/2020	5284	UNIFIRST CORPORATION	22.06	0.00	22.06
97103	03/26/2020	4718	UNITED WATER WORKS INC	420.46	0.00	420.46
97104	03/26/2020	5254	US DEPARTMENT OF EDUCATION AWG	348.76	0.00	348.76
97105	03/26/2020	5003	WALTOWER. SHAWN	357.50	0.00	357.50
97106	03/26/2020	17640	WAXIE ENTERPRISES INC	3,647.74	0.00	3,647.74
97107	03/26/2020	35146	WILLDAN ASSOCIATES	97,228.50	0.00	97,228.50
97108	03/26/2020	3699	AGUILERA. PHILLIP	378.00	0.00	378.00
97109	03/26/2020	3699	ALVARADO. FRED	18.00	0.00	18.00
97110	03/26/2020	3699	ALVAREZ. CHRISTINA	26.00	0.00	26.00
97111	03/26/2020	3699	AVILA. BLANCA	493.00	0.00	493.00
97112	03/26/2020	3699	BAIRD. LORIE	378.00	0.00	378.00
97113	03/26/2020	3699	BARBEE. WANDA	618.00	0.00	618.00
97114	03/26/2020	3699	BATISTE. BRITTANY	628.00	0.00	628.00
97115	03/26/2020	3699	BRISENO. SOLEDAD	493.00	0.00	493.00
97116	03/26/2020	3699	BURGNER. KARYN	30.00	0.00	30.00
97117	03/26/2020	3699	CABRERA. GINA	32.00	0.00	32.00
97118	03/26/2020	3699	CAMPER. BRIAN	153.00	0.00	153.00
97119	03/26/2020	3699	CANAPI. KRISNA	453.00	0.00	453.00
97120	03/26/2020	3699	CASEY. TIONNA	628.00	0.00	628.00
97121	03/26/2020	3699	CENTINO. BERNICE DIONES	43.00	0.00	43.00
97122	03/26/2020	3699	CHAMPLIN. COLLEEN	88.00	0.00	88.00
97123	03/26/2020	3699	CLAVERO. JESSICA	43.00	0.00	43.00
97124	03/26/2020	3699	CONTOS. ARISTI ANAGNOS	45.00	0.00	45.00
97125	03/26/2020	3699	DAMP. LOUISE	20.00	0.00	20.00
97126	03/26/2020	3699	DAVID. JENNIFER	43.00	0.00	43.00
97127	03/26/2020	3699	FINKS. KRISTY	72.00	0.00	72.00
97128	03/26/2020	3699	FOURNIER. REBEKA	58.00	0.00	58.00
97129	03/26/2020	3699	GOEKU. MICHELLE	329.00	0.00	329.00
97130	03/26/2020	3699	GOZDECKI. STEVE	50.00	0.00	50.00

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
97131	03/26/2020	3699	GRAHAM. MAROUITTA	495.50	0.00	495.50
97132	03/26/2020	3699	GREEN. MELINDA	135.00	0.00	135.00
97133	03/26/2020	3699	GRIAR. JR.. GAUDENCIO	538.00	0.00	538.00
97134	03/26/2020	3699	GRIMES. LILIRIS	43.00	0.00	43.00
97135	03/26/2020	3699	HABELITZ. PATTI	72.00	0.00	72.00
97136	03/26/2020	3699	HALL. ALANECIA	548.00	0.00	548.00
97137	03/26/2020	3699	HARRIS. JACOB	100.00	0.00	100.00
97138	03/26/2020	3699	HELMS. KATHERINE	25.00	0.00	25.00
97139	03/26/2020	3699	HONG. SANDY	556.00	0.00	556.00
97140	03/26/2020	3699	HUERTA DE VELAZOUEZ. GRACIELA	460.50	0.00	460.50
97141	03/26/2020	3699	JARDINIANO. SHARYLEE	548.00	0.00	548.00
97142	03/26/2020	3699	JEFFERSON. IVY	478.00	0.00	478.00
97143	03/26/2020	3699	JENNINGS. SHELIA	48.00	0.00	48.00
97144	03/26/2020	3699	JOYA. ROSALIO	448.00	0.00	448.00
97145	03/26/2020	3699	KIRKPATRICK. CAROLYN	619.00	0.00	619.00
97146	03/26/2020	3699	KNEPP. KAY	50.00	0.00	50.00
97147	03/26/2020	3699	KOBAYASHI. PILAR	711.00	0.00	711.00
97148	03/26/2020	3699	KOMATSUZAKI. AMY	30.00	0.00	30.00
97149	03/26/2020	3699	LEEDS. ELIZABETH	36.00	0.00	36.00
97150	03/26/2020	3699	LEONARD. LARHONDA	478.00	0.00	478.00
97151	03/26/2020	3699	LEONARD. MICHELLE	523.00	0.00	523.00
97152	03/26/2020	3699	LONG. SAMIE	478.00	0.00	478.00
97153	03/26/2020	3699	LOPEZ. OFELIA	43.00	0.00	43.00
97154	03/26/2020	3699	LYNCH. SEAN	53.00	0.00	53.00
97155	03/26/2020	3699	MAMARADLO. RICKY	478.00	0.00	478.00
97156	03/26/2020	3699	MARSH. JESSICA	358.00	0.00	358.00
97157	03/26/2020	3699	MARTINEZ. CARLOS	406.00	0.00	406.00
97158	03/26/2020	3699	MCGILL. SUSAN	94.00	0.00	94.00
97159	03/26/2020	3699	MOORE. AMBER	478.00	0.00	478.00
97160	03/26/2020	3699	PANO. MARIA	43.00	0.00	43.00
97161	03/26/2020	3699	PANULLAR. MARVIN	43.00	0.00	43.00
97162	03/26/2020	3699	PENERA. LORIE	548.00	0.00	548.00
97163	03/26/2020	3699	PETERSON. MEAGAN	368.00	0.00	368.00
97164	03/26/2020	3699	POLK. JAYLEN	60.00	0.00	60.00
97165	03/26/2020	3699	OUACH. KEVIN	43.00	0.00	43.00
97166	03/26/2020	3699	OUINTANA. CARMEN	43.00	0.00	43.00
97167	03/26/2020	3699	RASDAS. RITCHEL	24.00	0.00	24.00
97168	03/26/2020	3699	REED. BENJAMIN	88.00	0.00	88.00
97169	03/26/2020	3699	RILEY. LATRICE	43.00	0.00	43.00
97170	03/26/2020	3699	ROBINSON. DEWAYNE	378.00	0.00	378.00
97171	03/26/2020	3699	ROBLEDO. LYDIA	31.00	0.00	31.00
97172	03/26/2020	3699	SAUVA. GERRY	418.00	0.00	418.00
97173	03/26/2020	3699	SHETH. BHAKTI	443.00	0.00	443.00
97174	03/26/2020	3699	SNOW. BRIAN	350.00	0.00	350.00

CITY OF LAKEWOOD

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>
97175	03/26/2020	3699	SPRATT. SHARON LYNN MCCLAIN	495.50	0.00	495.50
97176	03/26/2020	3699	TALKINGTON. ROBERT	478.00	0.00	478.00
97177	03/26/2020	3699	TAYLOR. ERIN	72.00	0.00	72.00
97178	03/26/2020	3699	THOMAS. CAROL	9.00	0.00	9.00
97179	03/26/2020	3699	TITUS SINGLE PARENT MENTORING	43.00	0.00	43.00
97180	03/26/2020	3699	URIBE. MARIBEL	508.00	0.00	508.00
97181	03/26/2020	3699	VARGAS. ERICA	488.00	0.00	488.00
97182	03/26/2020	3699	WEEKS. LETICIA	113.00	0.00	113.00
97183	03/26/2020	3699	WHITELEATHER. TANIA	72.00	0.00	72.00
97184	03/26/2020	3699	WOODS. AMBER	460.50	0.00	460.50
97185	03/26/2020	3699	ZUELKE. RICHARD	350.00	0.00	350.00
Totals:				<u>401,997.35</u>	<u>0.00</u>	<u>401,997.35</u>

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

ACH date	Amount	Recipient	Purpose	Period
3/2/20	\$3,105.31	MidAmerica	ARS aka APPLE	Feb 9-22, 2020
3/2/20	\$9,877.36	VOYA	VOYA 401(a)	Feb 9-22, 2020
3/2/20	\$8,578.36	PARS via U.S. Bank	stackable plan	Feb 9-22, 2020
3/2/20	\$25,857.70	VOYA	VOYA 457 & ROTH	Feb 9-22, 2020
3/3/20	\$95,306.82	CalPERS	PERS contribution	Feb 9-22, 2020
3/10/20	\$96,331.03	CalPERS	PERS Health	Mar 2020
3/11/20	\$94,719.40	IRS via F&M	Fed taxes	Feb 23-Mar 7, 2020
3/12/20	\$25,203.10	EDD	State taxes	Feb 23-Mar 7, 2020
3/12/20	\$6,422.00	Southland C/U	employee savings account	Feb 23-Mar 7, 2020
3/12/20	\$3,488.50	F&A Fed C/U	employee savings account	Feb 23-Mar 7, 2020
3/13/20	\$3,466.17	MidAmerica	ARS aka APPLE	Feb 23-Mar 7, 2020
3/13/20	\$10,640.73	VOYA	VOYA 401(a)	Feb 23-Mar 7, 2020
3/13/20	\$5,153.35	PARS via U.S. Bank	stackable plan	Feb 23-Mar 7, 2020
3/13/20	\$3,425.00	PARS via U.S. Bank	excess stackable plan	Feb 23-Mar 7, 2020
3/13/20	\$26,757.70	VOYA	VOYA 457 & ROTH	Feb 23-Mar 7, 2020
3/17/20	\$95,652.37	CalPERS	PERS contribution	Feb 23-Mar 7, 2020
3/18/20	\$75,371.99	MidAmerica	HRA aka CEMRB	Jan-Mar 2020
3/25/20	\$59,984.26	City Light & Power	monthly maint fee	Mar 2020
3/25/20	\$91,713.91	IRS via F&M	Fed taxes	Mar 8-21, 2020
3/26/20	\$3,488.50	F&A Fed C/U	employee savings account	Mar 8-21, 2020
3/26/20	\$6,422.00	Southland C/U	employee savings account	Mar 8-21, 2020
3/26/20	\$25,334.52	EDD	State taxes	Mar 8-21, 2020
3/27/20	\$81,418.41	Fathom Holdings (ABC)LLC	refund for overpmt	
3/27/20	\$26,972.70	VOYA	VOYA 457 & ROTH	Mar 8-21, 2020
3/27/20	\$11,701.93	VOYA	VOYA 401(a)	Mar 8-21, 2020
3/27/20	\$1,858.58	MidAmerica	ARS aka APPLE	Mar 8-21, 2020
3/27/20	\$8,629.38	PARS via U.S. Bank	stackable plan	Mar 8-21, 2020
3/31/20	\$73.82	IRS via F&M	Fed taxes-special warrant	Mar 8-21, 2020

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 4/2/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 97186 through 97285. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	67,972.89
1020	CABLE TV	2,609.97
1050	COMMUNITY FACILITY	8,679.00
3070	PROPOSITION "C"	119.98
5010	GRAPHICS AND COPY CENTER	419.50
5020	CENTRAL STORES	1,015.15
5030	FLEET MAINTENANCE	5,978.56
6020	GEOGRAPHIC INFORMATION SYSTEM	412.63
7500	WATER UTILITY FUND	26,835.75
8030	TRUST DEPOSIT	1,984.10
		<hr/>
		116,027.53

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
97186	04/02/2020	61307	PERRIS FENCE & SUPPLY	42.90	0.00	42.90
97187	04/02/2020	4842	A T & T CORP	244.45	0.00	244.45
97188	04/02/2020	37071	ADVANCED EQUIPMENT CORP	7,620.00	0.00	7,620.00
97189	04/02/2020	4644	AGRI-TURF DISTRIBUTING	192.07	0.00	192.07
97190	04/02/2020	4551	ACCOUNTING PRINCIPALS. INC	2,064.00	0.00	2,064.00
97191	04/02/2020	5314	ALESHIRE & WYNDER LLP	1,938.83	0.00	1,938.83
97192	04/02/2020	1700	ALLIED REFRIGERATION INC	127.33	0.00	127.33
97193	04/02/2020	5179	ALS GROUP USA. CORP.	111.00	0.00	111.00
97194	04/02/2020	5339	ANGELUS PACIFIC LLC	228.11	0.00	228.11
97195	04/02/2020	4050	B&K ELECTRIC WHOLESALE	290.12	0.00	290.12
97196	04/02/2020	39123	BACKFLOW APPARATUS & VALUE COMPANY	85.77	0.00	85.77
97197	04/02/2020	4278	BEAR COMMUNICATIONS INC	890.27	0.00	890.27
97198	04/02/2020	5112	BELLFLOWER AUTOMOTIVE HECTOR	370.45	0.00	370.45
97199	04/02/2020	66044	BENNETT-BOWEN & LIGHTHOUSE INC	360.40	0.00	360.40
97200	04/02/2020	5280	BROWN. BONNIE	395.85	0.00	395.85
97201	04/02/2020	6600	CALIFORNIA STATE DEPT OF JUSTICE	98.00	0.00	98.00
97202	04/02/2020	5244	CAMERON WELDING SUPPLY	133.28	0.00	133.28
97203	04/02/2020	5114	CASTUS CORPORATION	2,195.00	0.00	2,195.00
97204	04/02/2020	7500	CENTRAL BASIN MUNICIPAL WATER	6,249.83	0.00	6,249.83
97205	04/02/2020	51331	CERRITOS POOL SUPPLY	189.29	0.00	189.29
97206	04/02/2020	45894	CINTAS CORPORATION	132.40	0.00	132.40
97207	04/02/2020	57070	CITY LIGHT & POWER LKWD INC	3,474.56	0.00	3,474.56
97208	04/02/2020	59057	COST RECOVERY SYSTEMS INC	7,750.00	0.00	7,750.00
97209	04/02/2020	60195	CR TRANSFER INC	3,556.80	0.00	3,556.80
97210	04/02/2020	4498	DELTA DENTAL INSURANCE COMPANY	1,029.57	0.00	1,029.57
97211	04/02/2020	27200	DICKSON R F CO INC	3,100.00	0.00	3,100.00
97212	04/02/2020	4435	ELLIOTT AUTO SUPPLY COMPANY INC	257.67	0.00	257.67
97213	04/02/2020	52316	FEDERAL EXPRESS CORP	522.63	0.00	522.63
97214	04/02/2020	5182	FRED ALLEN ENTERPRISES. INC.	1,833.95	0.00	1,833.95
97215	04/02/2020	61688	FULL COMPASS SYSTEMS LTD	795.00	0.00	795.00
97216	04/02/2020	56711	GILLIBRAND P W CO INC	1,660.50	0.00	1,660.50
97217	04/02/2020	33150	GRAINGER W W INC	341.34	0.00	341.34
97218	04/02/2020	5272	GREENE BACKFLOW	1,520.00	0.00	1,520.00
97219	04/02/2020	3285	GREENO. KAREN	245.70	0.00	245.70
97220	04/02/2020	65575	HAP'S AUTO PARTS	68.14	0.00	68.14
97221	04/02/2020	35477	HARA M LAWNMOWER CENTER	345.63	0.00	345.63
97222	04/02/2020	5106	HARRINGTON INDUSTRIAL PLASTICS LLC	395.63	0.00	395.63
97223	04/02/2020	49554	HAWK. TRUDY (FAHTIEM)	70.20	0.00	70.20
97224	04/02/2020	42031	HOME DEPOT	2,304.42	0.00	2,304.42
97225	04/02/2020	41897	HOSE-MAN THE	41.81	0.00	41.81
97226	04/02/2020	42359	JOHNSTONE SUPPLY INC	266.20	0.00	266.20
97227	04/02/2020	36167	KARTER. JANET	358.80	0.00	358.80
97228	04/02/2020	2956	KICK IT UP KIDZ. LLC	209.64	0.00	209.64
97229	04/02/2020	4458	KIM. YVONNE	165.00	0.00	165.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
97230	04/02/2020	18550	LAKEWOOD. CITY OF	72.10	0.00	72.10
97231	04/02/2020	18400	LAKEWOOD. CITY WATER DEPT	293.78	0.00	293.78
97232	04/02/2020	2409	LIFTECH ELEVATOR SERVICES INC	375.00	0.00	375.00
97233	04/02/2020	19710	LINCOLN EQUIPMENT INC	126.90	0.00	126.90
97234	04/02/2020	20300	LONG BEACH CITY GAS & WATER DEPT	259.83	0.00	259.83
97235	04/02/2020	3564	LONG BEACH. CITY OF	343.73	0.00	343.73
97236	04/02/2020	36844	LA COUNTY DEPT OF PUBLIC WORKS	10,476.25	0.00	10,476.25
97237	04/02/2020	62080	MARKLEY. ELIZABETH	78.00	0.00	78.00
97238	04/02/2020	52588	MILLER DON & SONS	532.44	0.00	532.44
97239	04/02/2020	5328	MRE STAR. LLC	1,661.00	0.00	1,661.00
97240	04/02/2020	4892	NESTLE WATERS NORTH AMERICA	99.21	0.00	99.21
97241	04/02/2020	1028	NETWORK INNOVATION ASSOCIATES INC	2,460.00	0.00	2,460.00
97242	04/02/2020	4443	O'REILLY AUTOMOTIVE STORES INC	227.41	0.00	227.41
97243	04/02/2020	5136	OPUS INSPECTION. INC.	1,396.13	0.00	1,396.13
97244	04/02/2020	459	PACIFIC TRUCK EQUIPMENT. INC.	717.23	0.00	717.23
97245	04/02/2020	63708	DY-JO CORPORATION	1,480.00	0.00	1,480.00
97246	04/02/2020	1615	PFM ASSET MANAGEMENT LLC	2,962.63	0.00	2,962.63
97247	04/02/2020	1919	POLLARD JOSEPH G COMPANY INC	445.17	0.00	445.17
97248	04/02/2020	62371	EMPLOYERWARE LLC	574.49	0.00	574.49
97249	04/02/2020	39640	RAYVERN LIGHTING SUPPLY CO INC	247.27	0.00	247.27
97250	04/02/2020	4459	READWRITE EDUCATIONAL SOLUTIONS INC	521.62	0.00	521.62
97251	04/02/2020	45437	S & J SUPPLY CO	1,972.32	0.00	1,972.32
97252	04/02/2020	5045	SAN JUAN. CLYDE J	156.00	0.00	156.00
97253	04/02/2020	59218	SIERRA INSTALLATIONS INC	5,912.50	0.00	5,912.50
97254	04/02/2020	5197	SIGNAL HILL AUTO ENTERPRISES INC.	181.66	0.00	181.66
97255	04/02/2020	5230	SITEONE LANDSCAPE SUPPLY. LLC	991.56	0.00	991.56
97256	04/02/2020	52279	SMART & FINAL INC	83.04	0.00	83.04
97257	04/02/2020	26900	SO CALIF SECURITY CENTERS INC	26.28	0.00	26.28
97258	04/02/2020	61543	COMPUTER & PERIPHERALS GROUP	412.63	0.00	412.63
97259	04/02/2020	4201	AUDIO MESSAGING SOLUTIONS LLC	262.52	0.00	262.52
97260	04/02/2020	4972	CHARTER COMMUNICATIONS HOLDINGS. LLC	4,436.31	0.00	4,436.31
97261	04/02/2020	49529	SPICERS PAPER INC	419.50	0.00	419.50
97262	04/02/2020	4364	THE RINKS-LAKEWOOD ICE	48.75	0.00	48.75
97263	04/02/2020	5297	THURSTON ELEVATOR CONCEPTS. INC.	1,135.00	0.00	1,135.00
97264	04/02/2020	3110	TORRES LOPEZ JAVIER	136.00	0.00	136.00
97265	04/02/2020	65224	TUMBLE-N-KIDS. INC	5,866.25	0.00	5,866.25
97266	04/02/2020	5284	UNIFIRST CORPORATION	138.14	0.00	138.14
97267	04/02/2020	4758	VASQUEZ. JOSEPH	320.73	0.00	320.73
97268	04/02/2020	4840	VERITIV OPERATING COMPANY	341.20	0.00	341.20
97269	04/02/2020	57135	VISION SERVICE PLAN	4,313.83	0.00	4,313.83
97270	04/02/2020	5155	WATER SYSTEM SERVICES LLC	175.00	0.00	175.00
97271	04/02/2020	3943	WATERLINE TECHNOLOGIES INC	4,125.49	0.00	4,125.49
97272	04/02/2020	17640	WAXIE ENTERPRISES INC	152.29	0.00	152.29
97273	04/02/2020	62628	WELLS C. PIPELINE MATERIALS	1,614.05	0.00	1,614.05

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
97274	04/02/2020	4501	WEST COAST SAND AND GRAVEL. INC.	505.68	0.00	505.68
97275	04/02/2020	37745	WESTERN EXTERMINATOR CO	375.00	0.00	375.00
97276	04/02/2020	35146	WILLDAN ASSOCIATES	1,240.00	0.00	1,240.00
97277	04/02/2020	3837	WORTHINGTON FORD	101.36	0.00	101.36
97278	04/02/2020	3699	CARPENTER. GERALD	61.00	0.00	61.00
97279	04/02/2020	3699	CARTWRIGHT. MITCHELL	61.00	0.00	61.00
97280	04/02/2020	3699	COOKS. SHARON	61.00	0.00	61.00
97281	04/02/2020	3699	FRANKLIN. DEMEL	98.00	0.00	98.00
97282	04/02/2020	3699	HOGAN. MICHELLE	61.00	0.00	61.00
97283	04/02/2020	3699	IVANOV. ALEX	40.71	0.00	40.71
97284	04/02/2020	3699	MULHEARN. LOURDES	513.00	0.00	513.00
97285	04/02/2020	3699	PAXTON. CHANCE	66.00	0.00	66.00
Totals:				<u>116,027.53</u>	<u>0.00</u>	<u>116,027.53</u>

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COUNCIL AGENDA

April 14, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Report of City Council Committees' Activities

INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committees: Audit Committee, Water Resources Committee and Public Safety Committee.

AUDIT COMMITTEE

On March 18, the Audit Committee met and discussed:

City policy requires that the Audit Committee select and recommend to the City Council, through a competitive process, the retention of an independent audit firm. Doing so on a regular and periodic basis is a recognized best practice in the municipal accounting field. The city last issued a formal request for proposals in 2014, culminating with the City Council selecting The Pun Group (previously known as Pun & McGeady LLP) as the city's independent audit firm.

A request for proposals was recently sent to 21 firms gathered from the list of qualified providers available from the California Society of Municipal Finance Officers (CSMFO). The request was based on a standard format also made available by CSMFO. Of the 21 requests distributed, seven firms responded. Staff evaluated the proposals using comprehensive scoring criteria that included mandatory audit firm elements, technical qualifications and audit staff experience.

After reviewing the seven proposals, staff interviewed the three firms with the highest scores: Lance, Sull & Lunghard, The Pun Group, and White Nelson Diehl Evans. The interviews included questions regarding firm experience, knowledge of governmental financial reporting, audit processes, timeliness, and staff training. While all three firms were impressive, the Pun Group was the overall highest ranking (taking into consideration all of the criteria) and was deemed to be the best fit for the city. The Pun Group has been the city's independent auditor since 2014 and their assigned staff has shown great competence, thoroughness, responsiveness, and flexibility. That notwithstanding, in order to ensure objectivity, new auditing staff will be assigned to the City during this contract term.

The Committee recommended to retain The Pun Group LLP as the city's independent auditor for Fiscal Years 2019-20 through 2021-22.

WATER RESOURCES COMMITTEE

On March 18, the Water Resources Committee met and discussed:

The Approval of an Agreement with City of Long Beach on recycled water use that included:

- The conversion of four potable irrigation meters to recycled water along the Carson Street median between Cherry Avenue and Lakewood Boulevard through tapping into a near-by Long Beach recycled water main.
- No installation charge, as work would be done in-house.
- No longer a need for manual irrigation through the use of the water wagon.

An update of the customer information and utility billing system transition entailed the following:

- About 300 of the 3,300 auto-pay accounts (out of almost 24,000 total accounts), customers' banking institutions are still sending payments to Global Water. Staff has been contacting customers on this issue over the phone and via door hangers.
- Half of the 500 customers utilizing auto-pay with credit cards have responded in correcting payment issues and staff continues outreach to the remaining customers.
- Call center volume has lowered when compared to historical data, and is manageable as it is staffed by one full-time and one temporary employee.
- Staff continues efforts to streamline back-office processes. Current manual processes are more time-consuming than previously anticipated.

PUBLIC SAFETY COMMITTEE

On March 18, the Public Safety Committee met and discussed:

- The Public Safety Director gave an update on COVID-19 stating that the City's Emergency Operations Center had been activated at a level three (the lowest level) and that an emergency proclamation would be forthcoming. City staff continued monitoring information from the state, county and federal governments for application in Lakewood. City Hall was placed on a soft closure, which included screening the public before they enter; encouraging the public to handle business online or over the phone; and limiting the number of people allowed into the building. Executive Management continued to meet on a daily basis to discuss COVID-19 updates and make adjustments to city functions as needed.
- The Los Angeles County Sheriff's Department (LASD) continued full patrol operations but began screening calls to decipher if there was any possible COVID-19 exposure so that responding deputies could employ proper protection while assisting the public. Deputies from court services were being redirected to supplement patrol services and monitor shopping centers. LASD and city staff were reaching out to vulnerable populations such as seniors, home bound individuals, and the homeless. A few LASD deputies were suspected to have been exposed to COVID-19 and were self-quarantined. However, no positive COVID-19 cases of LASD personnel or inmates in custody have been detected. LASD and the Department of Public Health (DPH) will work together to enforce the closures of restaurants, bars, nightclubs, gyms, etc., although the public

should contact the DPH to report any business that is not complying with the closure order.

- The Los Angeles County Fire Department (LACFD) closed all fire stations to the public and was experiencing a bulk of medical assistance calls with 48 COVID-19 related calls received in Division 4, which encompasses more than 20 cities. LACFD was changing their response protocols to help ensure the safety of personnel and the public. Normally multiple personnel and vehicles respond to a medical assistance call and now only one person would be sent into the scene wearing PPE. The responding personnel would immediately place a mask on the person in need of medical assistance and a teleconference with a nurse practitioner could be utilized, if needed, to diagnose the patient, prescribe medication, and determine whether hospital transportation was needed. A few firefighters tested positive for COVID-19 and were quarantined and are being treated. LACFD practiced staying at home for any illness and had the staffing resources to backfill sick personnel and remain fully operational.

Crime Trends and Statistics

- For the first two months of the year, Part 1 crimes throughout the city were down almost 10% and at the mall, Part 1 crimes were slightly above 2%. A comparison of Part 1 crimes at Lakewood and Cerritos malls from 2019 showed that the occurrence of incidents was similar even though Lakewood Mall had almost twice as many visitors as Cerritos throughout the year. Grand theft autos (GTA) rose from 13 in January to 22 in February, which is a shorter month, so Sheriff's personnel would closely monitor GTAs.

Public Outreach

- The Public Information Office was focusing on COVID-19 response and information for the public. Once there was a better handle on COVID-19, public outreach will focus on tips to prevent burglaries and various other crime prevention publications.

Neighborhood Watch Update

- Public Safety Staff noted that various events/meetings were cancelled due to social distancing regulations such as the Quarterly Neighborhood Watch (NW) Seminar. Staff was working to film the presentation so it could be on CityTV and shared with NW participants. Staff continued reaching out to potential block captains (BC) to join NW and were encouraging BCs to report when they held neighborhood meetings so that activity of the program could be tracked.
- Public Safety staff held community meetings at Biscailuz and San Martin Parks in response to neighborhood concerns of the homeless around the parks. Residents were able to speak with staff about their concerns, learn how to report their concerns to LASD and City Hall, and received information about NW and how to start programs on their blocks. Staff also presented an educational seminar to seniors at the Burns Community Center to teach them about crime trends in the community and best practices for protecting themselves and their property. This was the first seminar for seniors and staff was planning to offer them on an annual basis.

- Public Safety staff participated in a medical point of distribution (MPOD) training in February and identified Mayfair and Palms Parks as MPOD sites. Staff also joined the Recreation and Community Services (RCS) Department for a "Survive for 7" presentation and spoke about the purpose and function of the Public Safety Department and Lakewood's partnership with law enforcement. An upcoming refresher training with the LA County Office of Emergency Management for the operations area response and recovery system had to be rescheduled and would keep staff updated on their emergency response duties. Public Safety and RCS were working with the Disaster Management Area Coordinator to design an emergency response exercise for city staff.

Abatement Deputy Update

- In 2019, People Assisting the Homeless (PATH) served 229 homeless individuals within Hawaiian Gardens, Lakewood, and Signal Hill. Twelve individuals were placed in permanent housing, 22 received mental health services, 14 were placed in shelters, and six were enrolled in housing programs. To date this year, one person from Lakewood has been housed.
- The Committee also shared their hope that the homeless population stay healthy and free of COVID-19 and discussed opportunities to engage the County to assist.

Follow-up from Previous Meetings

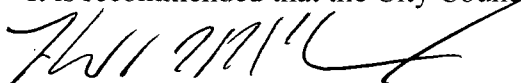
- Staff shared that the Sky Knight program completes approximately 1,000 flight hours per year, which equates to four flight hours a day. Sky Knight spends 60% of flight time on patrol and actively checking areas and 40% of flight time responding on scene to calls. Sky Knight participates in approximately 3,600 calls for service incidents per year and had involvement in incidents that led to 40 arrests. The Committee was very appreciative, pleased and encouraged with the statistics and asked that the information be presented to the City Council. The Committee also discussed the benefits and possibility of adding another City to the program.

Miscellaneous

- Committee Member Piazza shared that this was his last public safety meeting and stated that it was an honor working with everyone involved.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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

COUNCIL AGENDA

April 14, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Measure L Implementation Items - Resolution Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration (CDTFA) for Implementation of a Local Transactions and Use Tax; Resolution Authorizing Examination of Sales, Use and Transactions Tax Records Agreement for Transactions Tax Audit and Information Services; and Agreement for Transactions Tax Audit and Information Services

INTRODUCTION

Prior to this item on the agenda, the City Council took action to certify the results of the March 3, 2020 General Municipal Election in which a transaction and use tax (Measure L) was approved by the voters. Pursuant to Revenue and Taxation Code section 7265, the tax is scheduled to become operative on July 1, 2020. In order to implement the new tax and establish proper administrative components, CDTFA requires that the following actions be taken by the City Council:

- a) Adopt a resolution authorizing the City Manager to execute agreements with the CDTFA for implementation of a Local Transactions and Use Tax (Measure L), including the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached as Exhibit B.
- b) Adopt a resolution authorizing examination of sales, use and transactions tax records. Due to the confidential nature of the information, the CDTFA requires that the City formally designate only the necessary individual(s) and/or firm(s) authorized to examine these records.
- c) Approve the Agreement for Transactions Tax Audit and Information Services. This agreement effectively extends the services of Hinderliter, de Llamas and Associates (HDL) to include the new local transactions and use tax. HDL has been providing various tax services to the City for over two decades, including the above services for the existing sales tax-related revenue received by the City.

STAFF RECOMMENDATION

It is recommended that the City Council adopt the proposed resolutions and approve the Agreement for Transactions Tax Audit and Information Services.


Jose Gomez

Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

RESOLUTION NO. 2020-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AUTHORIZING THE CITY MANAGER TO
EXECUTE AGREEMENTS WITH THE CALIFORNIA
DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR
IMPLEMENTATION OF A LOCAL TRANSACTION AND USE
TAX

WHEREAS, on January 28, 2020, the City Council approved Ordinance No. 2020-2 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions with the state; and

WHEREAS, the Department will be responsible to Administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes; and

WHEREAS, the Department requires that the City Council authorize the agreements.

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

SECTION 1. Therefore be it resolved by the City Council of the City of Lakewood that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement.

ADOPTED AND APPROVED THIS 14TH DAY OF APRIL, 2020.

Mayor

ATTEST:

City Clerk

Exhibit A
AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Lakewood, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Supervisor
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Lakewood
Director of Finance and Administrative Services
5050 Clark Avenue
Lakewood, CA 90712

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF LAKEWOOD

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Thaddeus McCormack

City Manager

Exhibit B
AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Lakewood has adopted, and the voters of the City of Lakewood (hereafter called “City” or “District”) have approved by the required majority vote, the City of Lakewood Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.
2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2020-2, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department. When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Lakewood
Director of Finance and Administrative Services
5050 Clark Avenue
Lakewood, CA 90712

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on July 1, 2020. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI

ADMINISTRATION OF TAXES IF THE ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under

Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF LAKEWOOD

By _____
(Signature)

Thaddeus McCormack

City Manager

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

RESOLUTION NO. 2020-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD AUTHORIZING THE EXAMINATION OF
TRANSACTIONS (SALES) AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. 2020-02 of City of Lakewood hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

SECTION 1. That the City Manager or other officer or employee of the District designated in writing by the City Manager to the California Dept of Tax and Fee Administration (hereafter referred to as the CDTFA) is hereby appointed to represent the District with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's transactions and use taxes by the CDTFA pursuant to the contract.

SECTION 2. That the City Manager or other officer or employee of the District designated in writing by the City Manager to the California Dept of Tax and Fee Administration is hereby appointed to represent the District with authority to examine those transactions and use tax records of the Board for purposes related to the following governmental functions of the District:

- a) City Administration
- b) Revenue Management and Budgeting
- c) Community and Economic Development
- d) Business License Tax Administration

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the District listed above.

SECTION 3. That Hinderliter de Llamas & Associates is hereby designated to examine the transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected for the District by the Department. The person or entity designated by this section meets all of the following conditions:

- a) Has an existing contract with the District to examine those transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions and use tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those transactions and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

ADOPTED AND APPROVED THIS 14TH DAY OF APRIL, 2020.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR TRANSACTIONS TAX AUDIT & INFORMATION SERVICES

This Agreement is made and entered into as of the 14th day of April, 2020 by and between the CITY OF LAKEWOOD, hereinafter referred to as “CITY” and HINDERLITER, DE LLAMAS AND ASSOCIATES a California Corporation, hereinafter referred to as “CONTRACTOR”.

I. RECITALS

WHEREAS, transactions tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation errors and reporting deficiencies, and

WHEREAS, an effective program of transactions and use tax management can provide for more accurate budget forecasting and financial planning; and

WHEREAS, CITY desires the combination of data entry, report preparation, and data analysis necessary to effectively manage its Measure “L” transactions and use tax base the recovery of revenues either unreported or erroneously allocated to other jurisdictions; and

WHEREAS, CONTRACTOR has the programs, equipment and personnel required to deliver the transactions and use tax related services referenced herein;

THEREFORE, CITY and CONTRACTOR, for the consideration hereinafter described, mutually agree as follows:

II. SERVICES

The CONTRACTOR shall perform the following services:

A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:

(i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “L” CITY boundaries, and therefore subject to transactions tax.

(ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.

(iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.

(iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “L” Transactions Tax District.

2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax

receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "L" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measure "L" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

III. CONFIDENTIALITY

Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. This section specifies the conditions under which CITY may authorize persons other than CITY officers and employees to examine State Sales, Use and Transactions Tax records.

The following conditions specified in Section 7056 (b), (1) of the State of California Revenue and Taxation Code are hereby made part of this agreement.

A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to CITY pursuant to contract under the conditions established by the California Revenue and Taxation law.

B. CONTRACTOR is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

D. CONTRACTOR is prohibited from retaining the information contained in, or derived from those sales or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

IV. CONSIDERATION

A. CONTRACTOR shall be paid \$100 monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the City Manager or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Department of Tax and Fee Administration Staff.

C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by CITY unless such extra work is specifically authorized in writing by City Manager or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.

D. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

E. CONTRACTOR unilaterally retains the right to divide any recovery bills in excess of \$25,000 over a one (1) year period (Four (4) quarterly billings).

F. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

VI. CITY MATERIALS AND SUPPORT

CITY shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing CONTRACTOR to examine the confidential sales, use, and transactions tax records of CITY. CITY further agrees to continue CONTRACTOR'S authorization to examine the confidential records of the CITY by maintaining CITY's name on the CITY Resolution until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and audit fees due the CONTRACTOR have been paid.

VII. LICENSE, PERMITS, FEES AND ASSESMENTS

CONTRACTOR shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. CITY shall assist CONTRACTOR in obtaining such Permits, and CITY shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by CITY.

VIII. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, CONTRACTOR shall continue to work through the date of termination. Upon termination as provided herein, CONTRACTOR shall be paid the value of all tax analysis and reporting work performed less payments previously made by CITY. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to amounts due for any unpaid invoices, and to businesses identified by CONTRACTOR which make tax payments after termination of this Agreement as a result of CONTRACTOR'S work. After CITY receives said tax payments for such businesses, CONTRACTOR shall be paid the audit fees resulting from tax payments made by the

business for back quarter reallocations. Compensation for any audit work previously authorized and satisfactorily performed shall be made at the times provided in the preceding section entitled "Consideration."

All documents, data, surveys and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR.

IX. INDEPENDENT CONTRACTOR

CONTRACTOR shall perform the services hereunder as an independent contractor and shall furnish such services in his own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of CONTRACTOR be considered as an employee of CITY.

X. COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., city, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The CITY of Lakewood shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

XI. NON-ASSIGNMENT

This Agreement is not assignable either in whole or in part by CONTRACTOR without the written consent of CITY.

XII. ATTORNEY'S FEES

In the event a legal action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

XIII. GOVERNING LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

XIV. INDEMNIFICATION

With respect to losses, claims, liens, demands and causes of action arising out of the CITY's use of the results of CONTRACTOR's services as provided to the City pursuant to this Agreement, CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the CITY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the CITY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CITY).

CITY hereby agrees to protect, defend, indemnify, and hold CONTRACTOR free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from CONTRACTOR's performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by CONTRACTOR arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the CONTRACTOR).

Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this paragraph. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the CITY or to enlarge in any way the liability of CONTRACTOR or the CITY but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this paragraph.

XV. NOTICE

All notices sent by a party under this Agreement shall be in writing and shall be deemed properly delivered to the other party as of the date of receipt, if received on a business day prior to 3:00 PM local time, or otherwise on the next business day after receipt, provided delivery occurs personally, by courier service, or by U.S. mail to the other party at its address set forth below, or to such other address as either party may, by written notice, designate to the other party. Notices to CONTRACTOR shall be sent to HINDERLITER, de LLAMAS and ASSOCIATES, 120 S State College Blvd., Suite 200, Brea, CA 92821; and notices to CITY shall be sent to City of Lakewood, Attention: Director of Finance and Administrative Services, 5050 Clark Avenue, Lakewood, CA 90712.

XVI. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

XVII. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY: CITY OF LAKEWOOD

Thaddeus McCormack, City Manager

CONTRACTOR:
HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

Andrew Nickerson, President

APPROVED AS TO FORM:

City Attorney

SAMPLE

SAMPLE

EXHIBIT A

Transactions Tax Audit

Work Authorization No. _____

The following business or businesses, located in the City of _____, have been identified as having the potential for generating additional tax revenues to the City of _____. Contractor is hereby authorized to contact the given business(s) and the California Department of Tax and Fee Administration to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Department of Tax and Fee Administration, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be \$100 monthly billed quarterly and 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and City.

CITY: CITY OF _____

By: _____

Date: _____

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: _____

Date _____

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

COUNCIL AGENDA

April 14, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Authorization for Preparation of the Local Road Safety Plan by Willdan Engineering

INTRODUCTION

Staff is proposing that a Local Road Safety Plan (LSRP) be prepared by Willdan Engineering under their on-call Engineering Services agreement. The main objective of the LSRP is to systemically analyze and identify safety problems and develop recommendations for safety improvements. The work on this plan will complement the work already underway to study the timing and operations of Lakewood's traffic signal system. Funding for this project is being provided through a LSRP Grant from the State of California, with a 10% local match.

STATEMENT OF FACT

In November 2019, Willdan Engineering assisted staff in the preparation of a LSRP grant application. We were notified in December that we would be awarded \$72,000 in grant funding through Caltrans to implement the project. Starting in 2020, Caltrans is recommending and in 2021, Caltrans will require any agency applying for Highway Safety Improvement Program (HSIP) to have an adopted Local Road Safety Plan. The main objective of the Local Road Safety Plan is to systemically analyze and identify safety problems and develop recommendations for safety improvements.

The Local Road Safety Plan looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. This evaluation is expected to help identify safety projects within the City and prioritize countermeasures across a system. The results of the evaluation will identify safety projects within the City that can be used to apply for future funding consideration through the Highway Safety Improvement Program (HSIP) and other safety program applications. Establishing the Local Road Safety Plan will help develop and prioritize traffic safety improvements citywide using measures including participation with the various "Es" stakeholders including Engineering, Education, Emergency Services, and Enforcement. The Local Road Safety Plan will provide the City with an opportunity to proactively correct high collision or problem locations and prevent local road fatalities and injuries. Willdan will prepare the Local Road Safety Plan in accordance with all California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) requirements.

The consulting engineering firm of Willdan has an agreement with the City of Lakewood to assist with various engineering matters and has submitted a proposal to prepare the LSRP. The grant will provide \$72,000, and requires that the City provide a local match of 10% (\$8,000). Willdan's proposed scope of work is fully detailed in their attached proposal and includes project

management, grant administration, review of existing applicable documents and studies, data collection and analysis such as collision data and roadway characteristics, development of countermeasures and safety projects, resulting in a final LSRP document. Willdan's proposed fee for this work is \$76,100. The balance of the match requirement would be \$3,900, which can fund staff's review and oversight of the project.

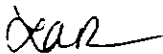
To fund the 10% match for the project, staff recommends allocation of \$10,000 from the City's Measure R County Transportation funds. This would provide the \$8,000 minimum match and a small contingency of \$2,000. Finally, for State and Federal transportation projects there are usually many documents that must be signed by the City. The attached resolution would provide authority to the City Manager to sign those documents for the LSRP Grant and future projects.

RECOMMENDATION

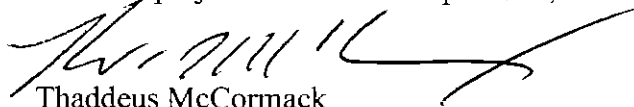
That the City Council:

1. Accept the LSRP Grant in the amount of \$72,000 and adopt the Resolution authorizing the City Manager to sign any necessary documents for State and Federally funded transportation projects.
2. Authorize Willdan's proposal to prepare a Local Road Safety Plan, under their existing Agreement for Engineering Services, in an amount of \$76,100 and authorize the Mayor to sign the proposal.
3. Authorize Measure "R" funds be used for this project in an amount up to \$10,000.

Lisa Ann Rapp
Director of Public Works



Thaddeus McCormack
City Manager





March 9, 2020

Ms. Lisa Rapp
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90713

Subject: Proposal to Provide Professional Traffic Engineering Services for the Preparation of a Local Road Safety Plan (LRSP)

Dear Ms. Rapp:

Willdan Engineering (Willdan) are pleased to submit this proposal to the City of Lakewood (City) to provide professional traffic engineering services for the preparation of a Local Road Safety Plan (LRSP). We understand the City was awarded \$72,000 in grant funding through Caltrans to implement the project. Starting in 2020, Caltrans is recommending and in 2021, Caltrans will require any agency applying for Highway Safety Improvement Program (HSIP) to have an adopted Local Road Safety Plan. The main objective of the Local Road Safety Plan is to systemically analyze and identify safety problems and develop recommendations for safety improvements. The Local Road Safety Plan looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. This evaluation is expected to help identify safety projects within the City and prioritize countermeasures across a system. The results of the evaluation will identify safety projects within the City that can be used to apply for future funding consideration through the Highway Safety Improvement Program (HSIP) and other safety program applications.

We also understand the City would like to establish the Local Road Safety Plan to help develop and prioritize traffic safety improvements citywide using measures including participation with the various "Es" stakeholders including Engineering, Education, Emergency Services, and Enforcement. The Local Road Safety Plan will provide the City with an opportunity to proactively correct high collision or problem locations and prevent local road fatalities and injuries. Willdan will prepare the Local Road Safety Plan in accordance with all California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) requirements.

The following is our proposed scope of work, schedule and fee:


SCOPE OF WORK

Task 1 – Project Management

Willdan will conduct all tasks necessary to complete the project, including day-to-day project management, meetings, progress reports, project communication and agency follow-up, project scheduling and tracking, invoicing, and overall administration of the project. Willdan's project management approach to manage and control the project is expected to include, but not be limited to:

- A project kick-off meeting will be scheduled to include City staff from various departments. Major aspects of the project will be discussed including plan goals, the role of the consultant and stakeholders, communication protocol, progress reporting, scheduling and invoicing, key milestones, and what defines success for this project.
- In addition to the kick-off meeting, Willdan will attend up to three (3) project team meetings/conference calls to discuss upcoming tasks, identifying potential projects, and review LRSP document comments.
- Willdan will prepare and distribute meeting agendas and minutes for all project meetings.
- Willdan will submit monthly progress reports to the Project Engineer via e-mail or phone conversations.
- Develop and monitor a critical path method project schedule using Microsoft projects software. The schedule will identify each task, start and end dates, and duration. The schedule will be updated monthly and submitted with the progress report.
- Ensure that the Safety Plan including all recommended safety measures meet all applicable Federal, State, and local requirements, in anticipation of future grant funding opportunities.

Task 1 - Deliverables

-  ✓ Meeting minutes and sign-in sheets
- ✓ Project schedule

Task 2 – Document Review

Willdan will obtain and review available information and documents from the City including, but not limited to the General Plan, Circulation Plan, City Standard Plans, Capital Improvement Plan, Active Transportation Plan and ongoing safe routes to school initiatives. The above-mentioned documents will be reviewed to determine their impact on the development of the City's Local Road Safety Plan.

Task 3 – Data Collection

Willdan will obtain and organize 3-year crash data from UC Berkeley's Transportation Injury Mapping System (TIMS), California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS), law enforcement crash reports, and City's crash database. Willdan will work in close coordination with City staff to obtain roadway data including such elements as pavement age, roadway width, traffic counts, and speed limits. All of the data collected will be provided in the appendix of the final report.

Task 3 - Deliverables



- ✓ Data collected to be included in the appendix of the final report

Task 4 – Crash and Roadway Data Analysis

Crash data will be analyzed to determine if there are areas in the City that should be given the highest priority. Willdan will perform a comprehensive collision analysis of the City's roadway network to identify intersections and roadway segments that have high concentrations of collisions. The analysis will utilize the 3-year collision data obtained by Willdan. The collision analysis will include, but not be limited to:

- Identify high-collision corridors and intersections to pinpoint causes of collisions, including highest occurring crash types and injury severity.
- Evaluate results of crash data and roadway analysis to identify collision patterns and common collision types within City.
- Compile a list of top 10 high-risk corridors and a minimum of top 25 intersections with high collision rates.

Roadway characteristics will be evaluated to determine if they contributed to potential causes of the crash patterns identified during the collision analysis task. Based upon the collision analysis and roadway data, a list of potential safety countermeasures that best fit the road, traffic, and safety conditions at specific locations will be developed rather than offering a generic list of possible improvements.

Task 4 - Deliverables



- ✓ List of high-risk corridors and intersections

Task 5 – Countermeasure Selection

Once the priority safety intersections and roadway segments that experience a high crash volume are identified, Willdan will use the Caltrans *Local Roadway Safety Manual* to select potential low-cost and high benefit systemic countermeasures to address safety issues for all modes of travel at the top high-risk locations. Additional countermeasures that are applicable citywide under the various E's will also be considered for implementation. Willdan will compile and review information from City staff regarding prior projects and attempts to address safety issues at the high-collision locations. The list of potential safety countermeasures will be presented to City staff for feedback.

Task 6 – Develop Safety Projects

Willdan will work with City staff and local stakeholders (4 E's) to identify suitable roadways to implement the prioritized countermeasures. The selected countermeasures will be used to develop preliminary safety project scopes that will improve safety at the identified locations. A summary matrix will be generated of the infrastructure project recommendations based upon common geometric, operations, and other countermeasures identified from crash analysis and field visits.

Utilizing the preliminary safety project scopes, Willdan will prepare benefit/cost (B/C) ratio calculations based upon Local Roadway Safety Manual guidelines and templates provided by HSIP application website for all recommended countermeasures (along with costs for project development, administration, environmental, right-of-way, and construction costs). A master project list will be developed to prioritize implementation of up to 10 representative projects that provide benefits, costs, and B/C ratios to support future HSIP grant applications. Project concept plan exhibits will be made for up to 10 representative projects with competitive B/C ratios which can be used in future HSIP applications.

In addition to developing infrastructure and engineering projects, safety measures will also be identified for targeted enforcement based on collision data review including locations, types, and contributing factors. Safety education measures for elementary/middle school age students, high schools, seniors, and working adults will also be considered.

Task 6- Deliverables



- ✓ Summary matrix of up to 10 potential safety projects
- ✓ Project concept exhibits for up to 10 potential safety projects

Task 7 – Local Road Safety Plan

All of the tasks in this project will be documented to form the basis of the Local Road Safety Plan document. The Local Road Safety Plan will include an introduction, background,



comprehensive crash analysis, process and safety partners, emphasis areas, evaluation and implementation plan, recommended safety measures (along with prioritized project lists, potential funding sources, and evaluation criteria and future updates, as well as attachments and supporting documentation). Willdan will prepare the Local Road Safety Plan in accordance with all Caltrans and FHWA requirements. Three (3) hard copies and the electronic files of the Draft of the Local Road Safety Plan will be submitted to the City's Public Works Department for review.

The City will compile all review comments provided by the Public Works Department for Willdan to incorporate into a Final Local Road Safety Plan. Three (3) hard copies and the electronic files of the Final Plan will be submitted to the City's Public Works Department.

Task 6 - Deliverables



- ✓ Three (3) hard copies and electronic files of the Draft LRSP Report
- ✓ Three (3) hard copies and electronic files of the Final LRSP Report

Task 8 – Grant Administration

- Review the project files and obtain copies of the approved application and award notification letter from the City.
- Prepare the *Request for Local Roadway Safety Plan (LRSP) Funding Allocation and Finance Letter* and submit to the Caltrans DLAE along with a copy of the project application, award notification letter or email from Caltrans DLA, and printout of the page from the list of selected projects containing the project for which the allocation is being requested.
- Assist the City in preparing a resolution to execute the Program Supplement Agreement (PSA) and a State-only Funds Master Agreement, if necessary, and transmit the City-executed agreement/s and certified resolution to Caltrans (Sacramento) for their execution.
- Prepare and submit to the Caltrans DLAE LAPM Exhibit 5-A Local Agency Invoice based on the following items provided by the City: consultant invoices, other backup invoices, and copies of cancelled checks.
- Following completion of the final report by the City's consultant, prepare LAPM Exhibit 17-H Cover Letter and Final Report of Expenditures Checklist (PE Only), Finance Letter State-Only Funded (LRSP Program), and LAPM Exhibit 5-A Local Agency Invoice and submit to the Caltrans DLAE along with the final consultant invoices, other backup information, and copies of cancelled checks to initiate timely project closure and payment.
- Following receipt of the final payment check from the State Controller's Office, include documents and submittals in a State Funding File and make a PDF formatted file on a CD for the City.



Task 8 - Deliverables



- ✓ CD with a PDF formatted file of documents and submittals

PROJECT SCHEDULE

Willdan estimates that the scope of work can be completed for City review within 24 weeks of receipt of the signed proposal and receipt of authorization to proceed with the Local Road Safety Plan from the Caltrans local assistance office.

The final Local Road Safety Plan report can be completed within 6 weeks upon receipt of City comments. A more detailed task-based project schedule can be submitted during the project kick-off meeting.

FEE

Willdan proposes to provide the above engineering services for a total not-to-exceed cost of **\$76,100.00**. Attached to this proposal is our fee breakdown.

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

Thank you for the opportunity to be of service to the City of Lakewood. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions regarding this proposal, please contact Ms. Vanessa Muñoz at (562) 368-4848 or via e-mail vmunoz@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

Vanessa Muñoz, PE, TE, PTOE
Director of Engineering

Approval and Authorization to Proceed By:

CITY OF LAKEWOOD

Signature

Date

Enclosure

910005/WW.00.60/P20-090_20315



**CITY OF LAKEWOOD
LOCAL ROAD SAFETY PLAN
PROJECT FEE**

Monday, March 9, 2020

SUMMARY TASK	WILLDAN ENGINEERING								Estimated Hours	Expenses	Estimated Cost
	Director of Engineering	Deputy Director of Engineering	City Engineer I	Traffic Engineer II	Assistant Engineer IV	Assistant Engineer II	Technical Aide I	Administrative Assistant II			
	\$216	\$211	\$203	\$203	\$149	\$137	\$67	\$95			
Task 1 - Project Management											
<i>Project Management</i>	4.0	12.0			8.0			2.0	26.0	\$ -	\$ 4,778.00
<i>Project Kick-off Meeting</i>		3.0			3.0			1.0	7.0	\$ 50.00	\$ 1,225.00
<i>Project Team Meetings (Up to 3 Meetings)</i>		6.0			6.0			3.0	15.0	\$ 154.00	\$ 2,599.00
Subtotal	4.0	21.0	0.0	0.0	17.0	0.0	0.0	6.0	48.0	\$ 204.00	\$ 8,602.00
Task 2 - Document Review											
<i>Document Review</i>					12.0		8.0		20.0	\$ -	\$ 2,324.00
Subtotal	0.0	0.0	0.0	0.0	12.0	0.0	8.0	0.0	20.0	\$ -	\$ 2,324.00
Task 3 - Data Collection											
<i>Data Collection</i>					4.0	8.0	16.0		28.0	\$ -	\$ 2,764.00
Subtotal	0.0	0.0	0.0	0.0	4.0	8.0	16.0	0.0	28.0	\$ -	\$ 2,764.00
Task 4 - Crash and Roadway Data Analysis											
<i>Crash and Roadway Data Analysis</i>		2.0		2.0	25.0	25.0	20.0		74.0	\$ -	\$ 9,318.00
Subtotal	0.0	2.0	0.0	2.0	25.0	25.0	20.0	0.0	74.0	\$ -	\$ 9,318.00
Task 5 - Countermeasure Selection											
<i>Countermeasure Selection</i>		4.0		2.0	12.0	20.0	16.0		54.0	\$ -	\$ 6,850.00
Subtotal	0.0	4.0	0.0	2.0	12.0	20.0	16.0	0.0	54.0	\$ -	\$ 6,850.00
Task 6 - Develop Projects											
<i>Project Development</i>		8.0		2.0	48.0	48.0	16.0		122.0	\$ -	\$ 16,894.00
Subtotal	0.0	8.0	0.0	2.0	48.0	48.0	16.0	0.0	122.0	\$ -	\$ 16,894.00
Task 7 - Local Road Safety Plan											
<i>Draft LRSP</i>	2.0	4.0		4.0	48.0	48.0	20.0	4.0	130.0	\$ 60.00	\$ 17,596.00
<i>Final LRSP</i>	2.0	4.0		4.0	10.0	16.0	10.0	4.0	50.0	\$ 60.00	\$ 6,880.00
Subtotal	4.0	8.0	0.0	8.0	58.0	64.0	30.0	8.0	180.0	\$ 120.00	\$ 24,476.00
Task 8 - Grant Administration											
<i>Grant Administration</i>			24.0						24.0	\$ -	\$ 4,872.00
Subtotal	0.0	0.0	24.0	0.0	0.0	0.0	0.0	0.0	24.0	\$ -	\$ 4,872.00
TOTAL (Tasks 1 thru 8)	8	43	24	14	176	165	106	14	550	\$ 324.00	\$ 76,100.00

RESOLUTION NO. 2020-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD, CALIFORNIA AUTHORIZING THE CITY
MANAGER TO EXECUTE VARIOUS STATE AND FEDERAL
TRANSPORTATION PROGRAM DOCUMENTS REQUIRED
FOR THE HIGHWAY PROJECTS INCLUDING STREET
RIGHT-OF-WAY CERTIFICATIONS

WHEREAS, the City of Lakewood is eligible to receive Federal and State funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, Master Agreements, program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and Right-of-Way Certifications need to be executed with the California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Lakewood wishes to authorize the City Manager to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and Right-of-Way Certifications and any amendments thereto with the California Department of Transportation.

Now, THEREFORE, the City Council of the City of Lakewood does resolve as follows:

SECTION 1. The City Council of the City of Lakewood hereby authorizes the City Manager of the City of Lakewood to execute and sign State and Federal documents required to receive Federal and/or State funding for various transportation projects, including but not limited to Right-of-Way Certification on behalf of the City, subject to review and approval by the City Attorney. Such documents, when duly executed by the City Manager, shall be binding upon the City as if separately approved by the City Council.

ADOPTED AND APPROVED this 14th day of April, 2020.

Mayor

ATTEST:

City Clerk

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

Reports

COUNCIL AGENDA

April 14, 2020

TO: The Honorable Mayor and City Council

SUBJECT: Resolution Approving the Sixth Amended and Restated Joint Exercise of Powers Agreement for the Southeast Los Angeles County Workforce Development Board (SELACO WDB) for Workforce Development Services

INTRODUCTION

The Southeast Los Angeles County Workforce Development Board is a 7-member Joint Powers Authority (JPA) consisting of the cities of Downey, Norwalk, Lakewood, Bellflower, Cerritos, Hawaiian Gardens, and Artesia, which is governed by a Board of Directors comprising a city councilmember from each member city, and which makes policy decisions that give great emphasis to local control and local partnerships. The City of Paramount is joining the board and therefore the Joint Exercise of Powers Agreement would need to be amended.

STATEMENT OF FACT

Throughout the State of California, the workforce service needs of the various cities and communities of the State are supported by a system of Local Workforce Development Boards (WDB), which work with local businesses to understand current labor market conditions, needs and trends; and assist job seekers with job training, education, and access to employment opportunities.

In Los Angeles County, 58 of its 88 cities are served by the Los Angeles County Workforce Development Board (LACO WDB), which divides its coverage area into 10 workforce service delivery areas that are assigned to various non-profit service providers. The remaining 30 LA County cities not served by the LACO WDB are being served by independent Workforce Development Boards that receive funding directly from the State, including SELACO WDB.

The City of Paramount is currently served by the LACO WDB, within a workforce service delivery area serviced by the County's selected service provider called HUB Cities Consortium, based in Huntington Park. Paramount has expressed a desire to join the SELACO WDB due to its dissatisfaction with its current WDB. The city desires a relationship with a WDB that allows for more local control over the services provided to residents and businesses.

The Paramount City Council adopted a Resolution on February 19, 2019 that authorized its staff to work with SELACO to begin the application process of moving from under the umbrella of the Los Angeles County's workforce system and become the 8th member city of the WDB service area.

The Sixth Amended and Restated Joint Exercise of Powers Agreement was amended to include the City of Paramount, as well as to clean up obsolete language since the last amendment. In order for the Agreement to take effect, each member City would need to approve the agreement.

RECOMMENDATION

It is recommended that the City Council adopt the Resolution approving the sixth amended and restated joint exercise of powers agreement for the SELACO WDB for workforce development services.

Paolo Beltran **PB**
Deputy City Manager


Thaddeus McCormack
City Manager

RESOLUTION NO. 2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD APPROVING THE SIXTH AMENDED AND
RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR THE SOUTHEAST LOS ANGELES COUNTY
WORKFORCE DEVELOPMENT BOARD (SELACO WDB) FOR
WORKFORCE DEVELOPMENT SERVICES

WHEREAS, the City Council of the City of Lakewood supports employment and training services for its community; and

WHEREAS, it is in the best interest of the City to collaborate with the Workforce Development Corporation of Southeast Los Angeles County, Inc. (“SELACO WDB”) to coordinate employment and training services; and

WHEREAS, the U.S. Congress has enacted legislation to establish a universally accessible workforce development system to assist adults, dislocated workers, and youth to obtain and upgrade the skills necessary to advance in employment and achieve economic self-sufficiency; and

WHEREAS, such legislation authorizes the expenditure of federal funds for employment and training programs through a state-designated system of Local Areas; and

WHEREAS, the parties of the Sixth Amended and Restated Joint Exercise of Powers Agreement (“Agreement”) recognize that there is a need to develop a systematic process for the planning, coordination and implementation of federally funded services, and that it is to the mutual benefit of each of the parties and in the public interest to join together to establish this Agreement and thereby accomplish the purposes set forth herein; and

WHEREAS, the Cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood and Norwalk previously entered into that certain Fifth Amended and Restated Joint Powers Agreement; and

WHEREAS, the addition of the City of Paramount as a party to the Agreement makes it appropriate to further amend that Amended and Restated Joint Powers Agreement pursuant to which the cities were designated by the State of California as the Southeast Los Angeles County Service Delivery Area; and

WHEREAS, this Agreement will facilitate the continuation of the SELACO WDB under the Workforce Innovation and Opportunity Act or any future federal successor legislation, should the State of California so approve; and

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

SECTION 1. The City Council hereby approves the “Sixth Amended and Restated Joint Exercise of Powers Agreement Among the Cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, Norwalk, and Paramount for Workforce Development Services.”

SECTION 2. The City Council authorizes the Mayor to execute the Agreement approved in Section 1.

SECTION 3. The City Council hereby directs the City Clerk certify to the adoption of this Resolution and to forward a copy of it to the SELACO WDB.

PASSED, APPROVED, and ADOPTED this 14th day of April, 2020, by the following roll call vote:

	AYES	NAYS	ABSENT
Council Member Croft	_____	_____	_____
Council Member DuBois	_____	_____	_____
Council Member Wood	_____	_____	_____
Council Member Piazza	_____	_____	_____
Mayor Rogers	_____	_____	_____

Mayor

ATTEST:

City Clerk

SIXTH AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

Among the Cities of Artesia, Bellflower, Cerritos, Downey,
Hawaiian Gardens, Lakewood, Norwalk, and Paramount
for Workforce Development Services

This Sixth Amended and Restated Joint Exercise of Powers Agreement (the "Agreement"), dated for reference _____, is by and among the cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, Norwalk, and Paramount. Each of the Cities is a municipal corporation duly organized and existing under the Constitution and laws of the State of California.

This Agreement is made pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with § 6500] of Chapter 5, Division 7, Title 1 of the California Government Code), as now or hereafter amended.

PREAMBLE

WHEREAS, the United States Congress has enacted legislation to establish a universally accessible workforce development system to assist adults, dislocated workers, and youth to obtain and upgrade the skills necessary to advance in employment and achieve economic self-sufficiency; and

WHEREAS, such legislation authorizes the expenditure of federal funds for job training programs through a state-designated system of Local Areas ("LAS"); and

WHEREAS, the parties recognize that there is a need to develop a systematic process for the planning, coordination and implementation of federally funded services, and that it is to the mutual benefit of each of the parties and in the public interest to join together to establish this Agreement and thereby accomplish the purposes set forth herein; and

WHEREAS, the parties except the City of Paramount previously entered into that certain Fifth Amended and Restated Joint Powers Agreement; and

WHEREAS, the addition of the City of Paramount as a party to this Agreement makes it appropriate to further amend that Amended and Restated Joint Powers Agreement pursuant to which the cities were designated by the State of California as the Southeast Los Angeles County Service Delivery Area ("SELACO SDA"); and

WHEREAS, this Agreement will facilitate the continuation of the SELACO Workforce Development Board ("WDB") under the Workforce Innovation and

Opportunity Act (“WIOA”) or any future federal successor legislation, should the State of California so approve.

NOW, THEREFORE, the parties hereby agree to further amend that Amended and Restated Joint Powers Agreement, and to replace it in its entirety with this Agreement, as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the terms listed below shall have the following meanings unless the context clearly requires otherwise:

1. “Cities” and “parties” shall mean the eight (8) cities that currently comprise the SELACO SDA; and shall further include any other local government which may become a party to this Agreement as provided in § 1 of Article VII of this Agreement below.

2. “Policy Board” shall mean the body established pursuant to § 2 of Article II of this Agreement. The Policy Board shall be the “chief elected officials” or the “local elected officials” of the SELACO SDA and of the SELACO LA pursuant to WIOA or any successor legislation, and any similar board authorized by any successor legislation.

3. “SELACO WDB” shall mean the Workforce Development Corporation of Southeast Los Angeles County, Inc., a California nonprofit corporation formerly known as the Private Industry Council of Southeast Los Angeles County, Inc., and any successor to that entity.

ARTICLE II

PURPOSE AND ADMINISTRATION

1. Purpose. The purpose of this Agreement is to create a public entity to develop, finance, and administer programs for the delivery of employment and training services, business engagement, economic development and human services, and to undertake such other programs as the Policy Board may authorize, provided that no such program may operate in a City over the objection of the City Council of such City, except as otherwise provided in § 3 of Article VI below.

2. Creation of Policy Board. Pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with § 6500] of Chapter 5, Division 7, Title 1 of the California Government Code), as now or hereafter amended, there is hereby created a public entity to be known as the “Policy Board of the SELACO LA.” The Policy Board

shall be a public entity separate and apart from each of the Cities and from the SELACO WDB.

3. Policy Boardmembers.

(a) Boardmembers. The City Council of each of the Cities shall appoint one Boardmember and one alternate. Each City Boardmember and alternate shall be a member of the appointing City Council and a vacancy shall occur if any Boardmember or alternate shall cease service on the appointing legislative body for any reason.

(b) Terms: Vacancies. Each Boardmember and alternate shall serve a two-year term commencing on July 1st and ending on June 30th of the second following year and each Boardmember and alternate shall serve at the pleasure of the City that appointed such Boardmember and alternate. Vacancies during a term and following expiration of the term of any Boardmember or alternate shall be filled in the same manner as the original appointments. Nothing in this Agreement shall bar the reappointment of a Boardmember who continues to qualify for appointment.

(c) Compensation; Expenses. Boardmembers and alternates may receive reasonable compensation for each meeting of the Board attended if authorized by resolution or bylaw of the Policy Board. The amount of such compensation shall be determined by the Policy Board from time to time but shall not exceed an amount that is usual and customary. Each Boardmember and alternate may be reimbursed for his or her necessary expenses including travel incurred in connection with his or her services as Boardmember, pursuant to resolution or bylaw of the Board.

4. Meetings of the Board.

(a) Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be established by bylaw or resolution of the Board or by the Chairperson's discretion. If any day so fixed shall fall upon a legal holiday, the regular meeting shall occur on the next succeeding business day at the same hour. The place of meeting may rotate among the Cities. No notice of any regular meeting of the Board need be given to the Boardmembers, provided that electronic or mailed notice of the time and place set by the Chairperson establishing the regular meeting date has been given.

(b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of § 54956 of the California Government Code.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of § 54950 et seq. of the California Government Code.

(d) Teleconference, Videoconference, and Electronic Meetings. Boardmembers may attend meetings by teleconference, videoconference, or other electronic means in accordance with the provisions of § 54950 et seq. of the California Government Code or such Executive Orders issued in accordance with applicable law.

5. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Boardmember, to each of the Cities, and to the SELACO WDB.

6. Voting. Each Boardmember and each alternate shall have one vote to be exercised only while in attendance at a meeting, except the Chairperson shall not vote unless to break a tie. No alternate may vote if his or her Boardmember is in attendance at the time the vote is to cast. In no event shall any City have more than one vote. Proxy voting is not permitted.

7. Quorum; Required Votes; Approvals. A majority of an odd-numbered Board and 50% of an even-number Board shall constitute a quorum for the transaction of business.

8. Bylaws. The Board may adopt bylaws, rules and regulations for the conduct of its meetings or as are necessary for the purposes hereof.

9. Fiscal Year. The fiscal year of the Policy Board shall be from July 1 of one year to June 30 of the following year, or any other twelve-month period hereafter designated by bylaw or resolution of the Policy Board.

ARTICLE III

OFFICERS AND EMPLOYEES

1. Chairperson. The Policy Board shall have a Chairperson who shall be a Boardmember and who shall be elected as Chairperson by the Board and who shall perform the duties normal to said office. The Chairperson may sign contracts on behalf of the Policy Board, and shall perform such other duties as may be imposed by the Board.

2. Vice Chairperson. The Policy Board shall have a Vice Chairperson who shall be a Boardmember and who shall be selected as Vice Chairperson by the Board. In the absence of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson.

3. Secretary. The Policy Board shall designate a Board Secretary who may be a Boardmember. The Secretary shall see to the preparation of Board minutes and

agendas by such staff as are selected for that purpose by the Board. The Secretary shall have charge of, handle, and have access to, all records of the Policy Board.

4. Treasurer and Auditor. The Policy Board has no assets and does not acquire or disburse any funding directly, as it contracts for administration by a separate administrative entity. Accordingly, no chief financial officer is required. Should the Policy Board acquire assets or directly hold and disburse funding, it shall then appoint a chief financial officer who shall function as the Treasurer/Auditor, pursuant to Government Code Sections 6505.5 and 6505.6.

5. Policy Board Administrator. The Board may appoint a Policy Board Administrator by a majority vote of the whole Board and may delegate authority to the Policy Board Administrator to execute contracts approved by the Board and to perform any duties necessary and appropriate for the day-to-day management and operation of the Policy Board.

6. General Counsel. The Board may appoint a General Counsel of the Policy Board who shall provide legal advice and perform such other duties as may be prescribed by the Board.

7. Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and independent contractors as may be necessary to accomplish the purposes of this Agreement.

8. Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the Policy Board (other than any Boardmember) as the Board shall from time to time deem appropriate.

9. Removal and Reappointment. Unless otherwise expressly stated herein, all officers of the Policy Board shall serve at the pleasure of the Board. However, nothing in this paragraph shall authorize the Board to appoint or dismiss a Board member.

10. Designation of Agreement Administrator. Pursuant to California Government Code § 6506, the SELACO WDB is hereby designated as the entity to administer this Agreement, under the direction of the Policy Board, unless and until such time as the Policy Board appoints another entity to do so.

ARTICLE IV

POWERS

1. General Powers. The Policy Board shall exercise, in the manner provided herein, the powers common to the Cities and necessary or appropriate to the

accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Paragraph 3 of this Article IV.

2. Specific Powers. The Policy Board is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

(a) to fulfill the following functions: (i) those established under WIOA, or any successor legislation, for “chief elected officials”; (ii) those established for “local elected officials” by the WIA, as superseded by WIOA or any successor legislation; (iii) those specified in any agreement entered into between the Policy Board and the SELACO WDB; and (iv) such other roles as may be appropriately and lawfully exercised by the Policy Board.

(b) to develop, plan and implement programs for the delivery of employment and training services, business engagement, economic development and human services and to undertake such other programs as the Policy Board may authorize;

(c) to make and enter into contracts;

(d) to employ agents or employees;

(e) to sue and be sued;

(f) to incur debts, liabilities or obligations, provided that no such debt, liability or obligation shall constitute a debt, liability or obligation of any or all of the Cities;

(g) to apply for, accept, receive and disburse grants, loans and other aid;

(h) to invest any money in the treasury, such as in the event the Policy Board secures funds, pursuant to § 6505.5 of the Joint Exercise of Powers Act, Government Code § 6500 et seq., that is not required for the immediate necessities of the Policy Board, as the Policy Board determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to § 53601 of the California Government Code;

(i) to carry out and enforce all the provisions of this Agreement; and

(j) to exercise any and all other powers as may be provided in the Joint Exercise of Powers Act, Government Code § 6500 et seq.

3. Restrictions on Exercise of Powers. The powers of the Policy Board shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code § 6500 et seq., and shall be subject (in accordance with Government Code § 6509) to the restrictions upon the manner of exercising such powers that are imposed upon the City of Artesia, a general law city, in the exercise of similar powers, provided,

however, that if the City of Artesia shall cease to be a party, then the Policy Board shall be restricted in the exercise of its power in the same manner as is the City of Bellflower, a general law city.

4. Obligations of Policy Board. The debts, liabilities and obligations of the Policy Board shall not be the debts, liabilities and obligations of any or all of the Cities.

ARTICLE V

CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS

1. Contributions. Each of the Cities may in the exercise of its own, unfettered discretion:

- (a) make contributions from its treasury for the purposes set forth herein;
- (b) make payments of public funds to defray the cost of such purposes;
- (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or
- (d) use its personnel, equipment or property in lieu of other contributions or advances.

2. Accounts and Reports. In the event the Policy Board secures funds, the Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by any applicable laws or regulations and by good accounting practice. The books and records of the Policy Board in the hands of the Treasurer/Auditor shall be open to inspection at all reasonable times by representatives of the Cities. The Treasurer/Auditor, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Cities.

3. Annual Budget and Administrative Expenses. In the event the Policy Board expends funds directly, rather than via a separate administrative entity, then the Board shall adopt a budget for administrative expenses prior to the commencement of each fiscal year.

4. Immunities. The provisions of § 6513 of the California Government Code are hereby incorporated into this Agreement.

ARTICLE VI

TERM; DISPOSITION OF ASSETS

1. Term of Agreement. This Agreement shall be effective only upon its execution by the duly authorized representative of each of the eight Cities identified at the outset of this agreement and shall continue in effect for so long as two or more Cities have not effectively terminated their participation herein as provided in § 3 of this Article.

2. Disposition of Assets. Upon the winding up and dissolution of the Policy Board, after paying or adequately providing for the debts and obligations of the Policy Board, the remaining assets of the Policy Board shall be distributed to the parties. If for any reason the parties are unable or unwilling to accept the assets of the Policy Board, said assets will be distributed to the federal government, to the State of California, or to any local government for public purposes.

3. Termination of a City's Participation. Any City may terminate its participation in this Agreement effective June 30th of any year, provided that it has given written notice of its intent to terminate to each of the remaining Cities at least one year in advance of the effective date of termination. Such termination will result in termination of that City's representation on the Policy Board. However, the State of California may not approve withdrawal of the territory of such terminating City from the SELACO LA. In such event, federal funds allocated based on the population of such terminating City will continue to be allocated to and expended by the SELACO LA entity approved by the State for those purposes.

4. Continuation. The inclusion of additional parties to this Agreement or the withdrawal of some, but not all, of the parties shall not be deemed a dissolution of the Policy Board nor a termination of this Agreement. The Policy Board shall continue to exist and this Agreement shall continue in full force and effect so long as there are at least two parties.

ARTICLE VII

AMENDMENTS

1. Additional Parties. After June 30, 2000, local governments may become parties upon the amendment of this Agreement in the manner set forth below. However, if, after such amendment, the addition of the local government to the SELACO WDB is not approved by the State of California, the SELACO WDB may approve a waiver of the requirement of one year notice of intent to terminate set forth in Article VI, paragraph 3, and, as an exception to paragraph 2 immediately below, may approve an amendment of the Agreement to reflect, and only reflect, the termination of such local government as a party to the Agreement.

2. Amendments. This Agreement may be amended by the unanimous, written consent of all the local governments which are then parties.

ARTICLE VIII

GENERAL PROVISIONS

1. Governing Law. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California.

2. Headings. The article and section headings contained in this Agreement are for convenience only and are not intended to define, limit or describe the scope of any provision of this Agreement.

3. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Cities. None of the Cities may assign any right or obligation hereunder without the written consent of the other Cities.

4. Execution in Counterparts. This Agreement may be executed on behalf of the respective Cities in one or more counterparts, all of which shall collectively constitute one agreement.

5. Effective Date. This Agreement shall take effect upon its execution on behalf of the last to do so of the eight Cities named at the outset of this Agreement.

6. Notices. Any notice required hereunder must be in writing and shall be considered received upon delivery to the City Clerk of the party to be notified, or two (2) business days after deposit in the United States mail, postage prepaid and properly addressed to such City Clerk.

7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, or portions of this Agreement shall nonetheless remain in full force and effect. The City Council of each of the Cities hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

IN WITNESS WHEREOF, the Cities have caused this Agreement to be executed and to be attested by the appropriate officials duly authorized as of the dates specified below.

CITY OF ARTESIA

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF BELLFLOWER

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF CERRITOS

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DOWNEY

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF HAWAIIAN GARDENS

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF LAKEWOOD

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF NORWALK

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF PARAMOUNT

By: _____

Its:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

COUNCIL AGENDA

April 14, 2020

TO: The Honorable Mayor and City Council

SUBJECT: COVID-19 Update, City Event Impacts and Budget Adjustments

INTRODUCTION

COVID-19 has affected almost every aspect of everyday life. The City of Lakewood's foundational mission has been to continue to provide essential services and important information to residents during this protracted crisis. This report provides an update on the latest on the virus and recommended actions from staff, ensuing from the need to continue providing those essential services to the community.

STATEMENT OF FACT

As of April 9, 2020, the total number of coronavirus cases in Los Angeles County is 7,530 with 198 known deaths. In Lakewood, there are 37 known cases. The county "Safer at Home Order" issued on March 21, 2020 is slated to end on April 19, 2020, but with infections and deaths still increasing, it is expected that the state and the county will extend the end date further out, possibly into June. The federal government recently extended the social distancing guidelines to April 30, 2020.

This past weekend, the Centers for Disease Control issued guidance on wearing face coverings in public settings where social distancing measures are difficult to maintain. The City of Los Angeles went further on that guidance by requiring their residents to wear a face covering when visiting grocery stores and other essential business. As of this writing, Los Angeles County has not yet issued an order, but again it is expected that they will do so to be in alignment with Los Angeles and federal and state guidelines.

The early action on social distancing has brought forth some good news: the state is beginning to see guarded progress in the number of cases, with a slower spread in infections and the number of deaths lagging significantly behind hot spots like New York City and Italy. In essence, the flatter curve in new cases likely means fewer deaths than was initially projected, but the reality is an extended period of social distancing will be required in order to maintain that trend. Accordingly, Governor Newsom implored residents this week to continue their social distancing and indicated that Californians should not expect the orders to be lifted anytime soon. He expects the state to experience a peak in COVID-19 cases in May.

To further support social distancing and to lower exposure, on April 1, the City Manager implemented a split shift work plan for all City facilities and field personnel. Moving to a shift schedule with half of City employees working Monday/Wednesday and the other half Tuesday/Thursday (and, splitting the two on Fridays) will allow for greater social distancing in

City operations and minimize service disruptions should an employee become infected with the virus. Even with the reduced amount of on-site staff, it is expected that the City will still be able to continue to provide essential services, as we have ensured that the two shifts will equally be able to serve the public. City employees have also been told to exhibit due diligence in staying home on their off-site days as much as possible, so as to not increase their susceptibility to infection.

City staff has been in direct contact with federal, state and county officials and is both receiving updated information as well as providing local situational reports to our respective elected representatives. It is also worth noting that we are in contact with the four local school districts that serve Lakewood, all of whom have decided to extend their closures to the end of the school year. Lastly, the city is in close contact with Lakewood Regional Medical Center and is prepared to extend whatever assistance we can as they prepare for the virus' peak infection period.

City Event Impacts

Pan Am Fiesta

At its March 24, 2020 meeting, the City Council approved an amendment to the 2020 Agreement for the Pan Am Fiesta Amusement Rides to give the city the right to make any changes to the event 14 days before the event's commencement date of Thursday, May 7, 2020. Due to the current situation, it is no longer feasible to hold the Pan Am Fiesta. It is recommended that the City Council authorize the cancellation of this year's Pan Am Fiesta.

Public Safety Expo

Due to the coronavirus, City staff considered alternatives to hosting the Public Safety Expo on Saturday, June 13, 2020. Staff recommends postponing the Public Safety Expo and hold the event in conjunction with the Emergency Preparedness Fair. The two events share a common thread of providing the community with an opportunity to experience and learn about the many facets of keeping the community safe. Each event relies heavily on the Los Angeles County Sheriff's Department and Fire Department, as well as other public safety partner agencies, to provide various static displays, personnel, information booths and demonstrations.

The Emergency Preparedness Fair is scheduled for Saturday, September 26, 2020, to correspond with the National Preparedness Month, to be held in the east parking lot of City Hall. The events would complement one another and could collectively be the Public Safety & Emergency Preparedness Expo.

Budget Adjustments

Since the crisis began and the declaration of a local emergency, the City has been expending funds to support our efforts in providing essential services to the community, protecting the public and keeping employees safe. These costs have by-and-large been absorbed in existing budget

authorizations, but because there are still 3 months left of the fiscal year, expenditures will go above and beyond the normal budgeted amounts unless a budget appropriation is made. To date, expenditures have totaled approximately \$63,000. Extrapolating that amount over another month and adding a 20% contingency results in a projected amount of \$151,200. The recently enacted CARES Act will provide the City some funding relief and we have an expectation that most if not all of our costs will be reimbursed. However, it is unknown at this point when the City will receive those funds. Staff will continue to look and apply for any COVID-19 related grants to help offset expenditures.

Noteworthy expenditure items from above:

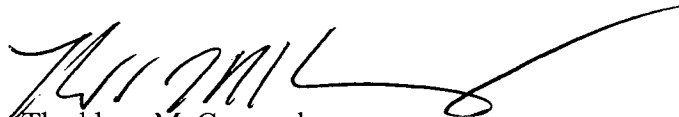
- \$5,000 for cleaning and disinfecting supplies
- \$4,000 for employee supplies and personal protective equipment (PPE)
- \$15,000 for hand sanitizers and masks
- \$12,000 for “care package” supplies to be distributed to needy seniors
- \$21,000 for law enforcement overtime costs
- \$6,000 other COVID-19 related expenses

Total: \$63,000

RECOMMENDATION

It is recommended that the City Council:

- 1) Receive and file the COVID-19 update;
- 2) Cancel the 2020 Pan Am Fiesta;
- 3) Postpone the 2020 Public Safety Expo and hold it in conjunction with the Emergency Preparedness Fair scheduled for September 26, 2020; and
- 4) Approve a budget appropriation of \$151,200 for realized and anticipated COVID-19 related expenditures until the end of May 2020.



Thaddeus McCormack
City Manager

DIVIDER SHEET

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 4/2/2020**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 378 through 378. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	18,000.00
		<hr/>
		18,000.00

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>
378	04/02/2020	5347	GROVES. JILL AND	18,000.00	0.00	18,000.00
Totals:				<u>18,000.00</u>	<u>0.00</u>	<u>18,000.00</u>