

AGENDA

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

February 27, 2024, 7:30 p.m.

CALL TO ORDER

INVOCATION: Father John Woolway, Saint Pancratius Catholic Church

PLEDGE OF ALLEGIANCE: Scout Pack 21

ROLL CALL: Mayor Ariel Pe
Vice Mayor Todd Rogers
Council Member Cassandra Chase
Council Member Steve Croft
Council Member Jeff Wood

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

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

- RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held February 13, 2024
- 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 receive and file the report.
- RI-5 APPOINTMENT TO SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD (SELACO WDB) - Staff recommends the City Council approve the appointment of Erika Parada to the Southeast Los Angeles County Workforce Development Board of Directors.
- RI-6 APPROVAL OF CONTRACT FOR 2024 CIVIC CENTER BLOCK PARTY FIREWORKS DISPLAY - Staff recommends the City Council approve the public fireworks display to be offered as a component of the Civic Center Block Party at Lakewood Center on Saturday, June 29, 2024 and authorize the City Manager to sign the contract with Fireworks & Stage FX America, LLC for the contracted services, not to exceed \$19,000.

City Council Agenda

February 27, 2024

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ROUTINE ITEMS: - Continued

- RI-7 AWARD OF BID FOR PW PROJECT 2024-2, FY 23/24 COMMUNITY DEVELOPMENT BLOCK GRANT ADA RAMP REPLACEMENTS - Staff recommends the City Council award a contract for FY 23/24 Community Development Block Grant ADA Ramp Replacements; authorize staff to approve a cumulative total of contract change orders, as needed; appropriate Measure M funds; authorize staff to approve Willdan's proposal to provide construction inspection under their existing Agreement for Engineering Services, in an amount of \$58,246 to be funded with Measure M funds; and adopt the specifications and working details for the project.
- RI-8 PURCHASE OF DESKTOP COMPUTER REPLACEMENTS - Staff recommends the City Council authorize the purchase of 200 Dell Optiplex 7010 desktop computers from Dell Marketing at an amount not to exceed \$189,000.
- RI-9 RENEWAL OF INFORMATION TECHNOLOGY CYBERSECURITY SERVICES PROVIDER AGREEMENT - Staff recommends the City Council approve an agreement with Fortra to provide cybersecurity services for an amount not to exceed \$37,800 for a 12-month period, and authorize the City Manager or his designee to enter into an agreement as approved by the City Attorney.

LEGISLATION:

- 2.1 SECOND READING AND ADOPTION OF ORDINANCE NO. 2024-1; REGARDING TAX FREE CERTIFICATION PROVISIONS - Staff recommends the City Council adopt the proposed ordinance.

REPORTS:

- 3.1 ADOPTION OF 2024 LEGISLATIVE PLATFORM – Staff recommends the City Council adopt the Legislative Platform for 2024.
- 3.2 APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC. TO PROVIDE ENGINEERING SERVICES FOR PIPELINE ASSESSMENT AND PRELIMINARY DESIGN - Staff recommends the City Council approve a Professional Services Agreement with Tetra Tech Inc. for a not-to-exceed amount of \$68,000, to provide engineering services for pipeline assessment and preliminary design within proposed Pure Water Southern California project alignment; and appropriate \$68,000 from the General Fund for Water Infrastructure Upgrades and authorize the Mayor to sign the corresponding agreement in a form approved by the City Attorney.
- 3.3 PREVIEW OF 2024 EARTH WALK EVENT - Staff recommends City Council receive and file the report.

AGENDA

LAKWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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

Routine Items

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

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COUNCIL AGENDA
February 27, 2024

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> |
|----------------------------|------------------------------|-----------------|-----------------------|
| FULL-TIME EMPLOYEES | | | |
| A. Appointments | | | |
| Celeste Franco | Senior Account Clerk | 10A | 02/20/2024 |
| B. Changes | | | |
| None | | | |
| C. Separations | | | |
| Sheila Tran | Account Technician | 13A | 02/15/2024 |
| PART-TIME EMPLOYEES | | | |
| A. Appointments | | | |
| Kameron Daniels | Maintenance Trainee I | B | 02/20/2024 |
| B. Changes | | | |
| None | | | |
| C. Separations | | | |
| Gabriel Argott | Maintenance Services Aide IV | B | 02/18/2024 |


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 2/8/2024**

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

| | | |
|------|----------------------------|-------------------|
| 1010 | GENERAL FUND | 286,915.77 |
| 1025 | AMERICAN RESCUE PLAN | 320.00 |
| 1050 | COMMUNITY FACILITY | 12,118.45 |
| 1090 | LAKEWOOD EQUESTRIAN CENTER | 4,237.70 |
| 1500 | MISC-SPECIAL REVENUE FUND | 517.33 |
| 3070 | PROPOSITION "C" | 2,073.43 |
| 5010 | GRAPHICS AND COPY CENTER | 394.81 |
| 5020 | CENTRAL STORES | 2,738.07 |
| 5030 | FLEET MAINTENANCE | 1,201.83 |
| 7500 | WATER UTILITY FUND | 1,562.49 |
| 8020 | LOCAL REHAB LOAN | 208.00 |
| 8030 | TRUST DEPOSIT | 500.00 |
| | | 312,787.88 |

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

| CHECK DATE | VENDOR NAME | CHECK AMOUNT |
|-----------------------|---------------------------------------|-------------------------|
| 02/08/2024 | 4IMPRINT | 972.78 |
| 02/08/2024 | AEF SYSTEMS CONSULTING INC | 320.00 |
| 02/08/2024 | HEALTH AND HUMAN RESOURCES CENTER INC | 285.12 |
| 02/08/2024 | ALLIED REFRIGERATION INC | 460.58 |
| 02/08/2024 | AMAZON CAPITAL SERVICES INC | 1,009.88 |
| 02/08/2024 | ATALLA, IBRAHIM | 136.50 |
| 02/08/2024 | BIOMETRICS4ALL INC | 993.75 |
| 02/08/2024 | BRIZUELA XOCHITL | 374.40 |
| 02/08/2024 | CAL STATE AUTO PARTS INC | 217.80 |
| 02/08/2024 | CALIF MUNICIPAL REVENUE & | 150.00 |
| 02/08/2024 | CALIF. STATE DISBURSEMENT UNIT | 650.86 |
| 02/08/2024 | CALIF STATE FRANCHISE TAX BOARD | 160.10 |
| 02/08/2024 | CENTERPOINT COMMUNICATIONS INC | 4,986.90 |
| 02/08/2024 | CINTAS CORPORATION | 95.48 |
| 02/08/2024 | CAMERON WELDING SUPPLY | 115.48 |
| 02/08/2024 | COUCH, RON JR | 240.00 |
| 02/08/2024 | DE LAGE LANDEN FINANCIAL SERVICES | 394.81 |
| 02/08/2024 | DELTA DENTAL INSURANCE COMPANY | 831.87 |
| 02/08/2024 | DELTA DENTAL OF CALIFORNIA | 8,238.18 |
| 02/08/2024 | DUNRITE PEST CONTROL INC | 260.00 |
| 02/08/2024 | EMPLOYMENT DEVELOPMENT DEPT | 40.00 |
| 02/08/2024 | FLUE STEAM INC | 241.00 |
| 02/08/2024 | GOLDEN STATE WATER COMPANY | 10,858.81 |
| 02/08/2024 | GRAINGER W W INC | 476.15 |
| 02/08/2024 | HAWK, TRUDY (FAHTIEM) | 182.00 |
| 02/08/2024 | HOME DEPOT | 1,888.46 |
| 02/08/2024 | JHM SUPPLY INC | 708.75 |
| 02/08/2024 | KICK IT UP KIDZ LLC | 280.80 |
| 02/08/2024 | KILEY GREGORY THOMAS | 3,750.00 |
| 02/08/2024 | LAKESWOOD, CITY OF | 500.00 |
| 02/08/2024 | LAKESWOOD, CITY WATER DEPT | 70,740.15 |
| 02/08/2024 | LANDCARE HOLDINGS INC | 8,315.00 |
| 02/08/2024 | LIFTECH ELEVATOR SERVICES INC | 447.00 |
| 02/08/2024 | CITY OF LONG BEACH | 1,486.15 |
| 02/08/2024 | LA COUNTY DEPT OF PUBLIC WORKS | 30,439.16 |
| 02/08/2024 | MARKLEY, ELIZABETH | 273.00 |
| 02/08/2024 | MILLER DON & SONS | 235.33 |
| 02/08/2024 | MOORE IACOFANO GOLTSMAN INC | 19,499.23 |
| 02/08/2024 | NATIONAL UNION FIRE INSURANCE CO | 426.15 |
| 02/08/2024 | NESTLE WATERS NORTH AMERICA | 325.10 |
| 02/08/2024 | NSWC MECHANICAL SERVICE LLC | 2,922.00 |
| 02/08/2024 | O'REILLY AUTOMOTIVE STORES INC | 474.45 |
| 02/08/2024 | ODP BUSINESS SOLUTIONS LLC | 219.89 |
| 02/08/2024 | DY-JO CORPORATION | 1,930.00 |

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

| CHECK DATE | VENDOR NAME | CHECK AMOUNT |
|-----------------------|-------------------------------------|-------------------------|
| 02/08/2024 | US BANCORP ASSET MANAGEMENT INC | 3,133.61 |
| 02/08/2024 | SR BRAY LLC | 3,490.00 |
| 02/08/2024 | RAYVERN LIGHTING SUPPLY CO INC | 372.80 |
| 02/08/2024 | READWRITE EDUCATIONAL SOLUTIONS INC | 87.10 |
| 02/08/2024 | EPICENT LLC | 2,400.00 |
| 02/08/2024 | SMART & FINAL INC | 121.52 |
| 02/08/2024 | WALTERS, KELLIE | 260.00 |
| 02/08/2024 | SO CALIF SECURITY CENTERS INC | 71.18 |
| 02/08/2024 | SOMERS ENTERPRISES INC | 7,480.00 |
| 02/08/2024 | SOUTHERN CALIFORNIA EDISON CO | 49,881.48 |
| 02/08/2024 | SOUTHWEST VALVE & EQUIPMENT LLC | 473.45 |
| 02/08/2024 | SPASEFF TED C | 240.00 |
| 02/08/2024 | STANDARD INSURANCE CO UNIT 22 | 2,125.10 |
| 02/08/2024 | STANDARD INSURANCE CO UNIT 22 | 10,691.03 |
| 02/08/2024 | STAPLES INC | 409.70 |
| 02/08/2024 | STATE WATER RESOURCES CONTROL BOARD | 60.00 |
| 02/08/2024 | STEPHENS, ERIC | 64.35 |
| 02/08/2024 | T-MOBILE USA INC | 298.80 |
| 02/08/2024 | TGIS CATERING SVCS INC | 13,673.30 |
| 02/08/2024 | THURSTON ELEVATOR CONCEPTS INC | 149.00 |
| 02/08/2024 | TRANSAMERICA LIFE INSURANCE COMPANY | 1,038.19 |
| 02/08/2024 | TUMBLE-N-KIDS INC | 4,790.50 |
| 02/08/2024 | CELLCO PARTNERSHIP | 8,220.83 |
| 02/08/2024 | VISION SERVICE PLAN | 4,293.42 |
| 02/08/2024 | WATERLINE TECHNOLOGIES INC | 1,408.56 |
| 02/08/2024 | WAXIE ENTERPRISES INC | 1,303.15 |
| 02/08/2024 | WESTERN EXTERMINATOR CO | 837.40 |
| 02/08/2024 | COMPREHENSIVE PRINT GROUP LLC | 13,167.84 |
| 02/08/2024 | WILLDAN ASSOCIATES | 4,234.50 |
| 02/08/2024 | CHICAGO TITLE COMPANY | 104.00 |
| 02/08/2024 | CHICAGO TITLE COMPANY | 104.00 |
| 02/08/2024 | HERNANDEZ, RUBEN | 250.00 |
| Total: | | 312,787.88 |

**CITY OF LAKEWOOD
FUND SUMMARY 2/15/2024**

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

| | | |
|------|-----------------------------|---------------------|
| 1010 | GENERAL FUND | 1,234,743.99 |
| 1030 | CDBG CURRENT YEAR | 3,256.00 |
| 1050 | COMMUNITY FACILITY | 964.92 |
| 1090 | LAKEWOOD EQUESTRIAN CENTER | 33,923.88 |
| 1336 | STATE COPS GRANT | 16,666.66 |
| 1500 | MISC-SPECIAL REVENUE FUND | 12,910.73 |
| 1623 | LA CNTY MEASURE W | 1,303.98 |
| 3001 | CAPITAL IMPROV PROJECT FUND | 3,487.00 |
| 3070 | PROPOSITION "C" | 20.38 |
| 5010 | GRAPHICS AND COPY CENTER | 564.44 |
| 5020 | CENTRAL STORES | 2,433.31 |
| 5030 | FLEET MAINTENANCE | 7,895.94 |
| 7500 | WATER UTILITY FUND | 32,246.09 |
| 8030 | TRUST DEPOSIT | 33,286.37 |
| | | <hr/> |
| | | 1,383,703.69 |

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

| CHECK DATE | VENDOR NAME | CHECK AMOUNT |
|-----------------------|-----------------------------------|-------------------------|
| 02/15/2024 | A T & T CORP | 375.11 |
| 02/15/2024 | ADAMS-HILLERY SHARRON | 3,225.00 |
| 02/15/2024 | AGRI-TURF DISTRIBUTING | 512.24 |
| 02/15/2024 | ALAN'S LAWN AND GARDEN CENTER INC | 548.01 |
| 02/15/2024 | ALESHIRE & WYNDER LLP | 357.50 |
| 02/15/2024 | ALS GROUP USA CORP | 1,192.79 |
| 02/15/2024 | AMAZON CAPITAL SERVICES INC | 1,345.12 |
| 02/15/2024 | AMERICAN PUBLIC WORKS ASSN | 286.25 |
| 02/15/2024 | ROSS AVIATION INVESTMENT LLC | 5,370.40 |
| 02/15/2024 | N. HARRIS COMPUTER CORPORATION | 27,004.59 |
| 02/15/2024 | BELTRAN, PAOLO | 98.49 |
| 02/15/2024 | BIG STUDIO INC | 312.00 |
| 02/15/2024 | BISHOP COMPANY | 68.75 |
| 02/15/2024 | TWO SHELLS ENTERPRISES INC | 82.00 |
| 02/15/2024 | CAL STATE AUTO PARTS INC | 516.45 |
| 02/15/2024 | CALIFORNIA STATE DEPT OF JUSTICE | 672.00 |
| 02/15/2024 | CERRITOS DODGE | 57.25 |
| 02/15/2024 | CINTAS CORPORATION | 84.57 |
| 02/15/2024 | DANGELO COMPANY | 961.29 |
| 02/15/2024 | DATA TICKET INC | 200.00 |
| 02/15/2024 | DIAMOND ENVIRONMENTAL SERVICES LP | 589.15 |
| 02/15/2024 | EDCO WASTE SERVICES LLC | 2,289.00 |
| 02/15/2024 | EDCO WASTE SERVICES LLC | 12,963.93 |
| 02/15/2024 | EMPLOYMENT DEVELOPMENT DEPT | 5,153.00 |
| 02/15/2024 | FERGUSON ENTERPRISES INC | 109.29 |
| 02/15/2024 | FRONTIER CALIFORNIA INC | 2,427.20 |
| 02/15/2024 | GOLDEN METERS SERVICES | 575.00 |
| 02/15/2024 | GRAINGER W W INC | 8.78 |
| 02/15/2024 | TELEMARK CORPORATION | 1,871.44 |
| 02/15/2024 | HACIENDA SOSEGADO LLC | 10,836.50 |
| 02/15/2024 | HARA M LAWNMOWER CENTER | 385.20 |
| 02/15/2024 | HOME DEPOT | 1,404.53 |
| 02/15/2024 | JHM SUPPLY INC | 1,093.95 |
| 02/15/2024 | JJS PALOMO'S STEEL INC | 119.01 |
| 02/15/2024 | KARTER, JANET | 772.20 |
| 02/15/2024 | KENNY'S AUTO SERVICE | 310.00 |
| 02/15/2024 | KLASSEN WOOD COMPANY | 7,803.27 |
| 02/15/2024 | LONG BEACH CITY | 1,486.15 |
| 02/15/2024 | LONG BEACH CITY GAS & WATER DEPT | 141.84 |
| 02/15/2024 | LONG BEACH, CITY OF | 845.21 |
| 02/15/2024 | LOPEZ, ADRIANA | 8,955.00 |
| 02/15/2024 | LOS ANGELES CO SHERIFFS DEPT | 1,062,101.30 |
| 02/15/2024 | LA COUNTY DEPT OF PUBLIC WORKS | 15,251.94 |
| 02/15/2024 | LA COUNTY DEPT OF PUBLIC WORKS | 88,738.81 |

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

| CHECK DATE | VENDOR NAME | CHECK AMOUNT |
|-----------------------|-------------------------------------|-------------------------|
| 02/15/2024 | MARTIN MARIETTA MATERIALS INC | 670.00 |
| 02/15/2024 | MC MASTER-CARR SUPPLY CO | 253.20 |
| 02/15/2024 | O'REILLY AUTOMOTIVE STORES INC | 1,026.82 |
| 02/15/2024 | OC VACUUM INC | 2,435.00 |
| 02/15/2024 | PARAMOUNT, CITY OF | 275.35 |
| 02/15/2024 | PRECISION AERIAL RENTALS LLC | 3,501.88 |
| 02/15/2024 | LONG BEACH PUBLISHING CO | 1,001.40 |
| 02/15/2024 | SANTILLAN, MICHAEL | 141.67 |
| 02/15/2024 | STEARNS CONRAD & SCHMIDT CONSLT ENG | 3,755.00 |
| 02/15/2024 | SITEONE LANDSCAPE SUPPLY LLC | 6,674.30 |
| 02/15/2024 | SMART & FINAL INC | 155.63 |
| 02/15/2024 | SO CALIF SECURITY CENTERS INC | 38.59 |
| 02/15/2024 | SOUTHERN CALIFORNIA EDISON CO | 32,360.23 |
| 02/15/2024 | SOUTHERN CALIFORNIA GAS CO | 6,887.14 |
| 02/15/2024 | SPECIALTY TIRES LLC | 930.73 |
| 02/15/2024 | CHARTER COMMUNICATIONS HOLDINGS LLC | 565.28 |
| 02/15/2024 | SPICERS PAPER INC | 564.44 |
| 02/15/2024 | SU CASA ENDING DOMESTIC VIOLENCE | 265.00 |
| 02/15/2024 | SULLY MILLER | 614.92 |
| 02/15/2024 | UNDERGROUND SERVICE ALERT | 297.00 |
| 02/15/2024 | CELLCO PARTNERSHIP | 1,195.62 |
| 02/15/2024 | WATERLINE TECHNOLOGIES INC | 1,293.71 |
| 02/15/2024 | WAXIE ENTERPRISES INC | 1,320.20 |
| 02/15/2024 | WESTERN EXTERMINATOR CO | 78.70 |
| 02/15/2024 | COMPREHENSIVE PRINT GROUP LLC | 6,257.09 |
| 02/15/2024 | WHITE HOUSE FLORIST INC | 1,466.33 |
| 02/15/2024 | WILLDAN ASSOCIATES | 39,521.95 |
| 02/15/2024 | WILLIAMS, MICHELLE | 155.00 |
| 02/15/2024 | CRISTINA SERRANO | 250.00 |
| 02/15/2024 | DEL VALLE TOT LOT | 250.00 |
| | Total: | 1,383,703.69 |

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COUNCIL AGENDA

February 27, 2024

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: Park Development, and Intergovernmental Relations committees.

STATEMENT OF FACT

On January 30, 2024, the Park Development Committee met and discussed:

A report was provided to the committee regarding Contract Class Instructor Risk Management Mitigation Policies. The report covered contract instructor liability insurance, City of Lakewood business licenses and the referring municipal code, LMC 6507, and the requirements of California Assembly Bill 506 which serves to protect youth from abuse and molestation. Staff received direction from the committee and was provided support for a presentation to the City Council at the February 13, 2024 meeting.

A report was provided to the committee regarding the replacement of the Cherry Cove playground equipment. Staff have secured Los Angeles County Measure A Maintenance and Servicing funds for the replacement of the playground. The first step in applying for and appropriating the funds is selection of a playground design. Four reputable playground manufacturers responded to a request for proposals and the designs were presented to the committee. Along with Recreation and Community Services Commissioners in the audience, the committee selected a design by RecWest. The project is estimated at \$350,000, with the equipment, safety surfacing, demolition of existing equipment and installation of new equipment to be funded by Measure A Maintenance and Servicing funds. With the design and project scope in hand, staff were directed to begin working on the application for the funds with Los Angeles County's Regional Park and Open Space District and to provide a staff report to the City Council when applicable in the process to secure funding and appropriate project funds.

Progress reports and updates were provided regarding:

- Capital improvement projects at recreation facilities
- Parks, Recreation and Community Services Long Range Plan
- Planning process for the newly created Lead'Her Lakewood Series, beginning on March 6.

On February 13, the Intergovernmental Relations Committee met and discussed:

An update was provided regarding the second year of the two-year legislative session, including deadlines for bills to be passed and for the Governor to sign or veto bills.

Legislative Advocate Paul Gonsalves provide an update on Sacramento that included the number of bills introduced to date. He reported that the 2024 legislative session will include many changes and challenges to deal with, such as the \$38 billion deficit in the State budget, and terms ending for 35 of the 120 members, including Assembly Member Anthony Rendon. Speaker of the Assembly Rivas,

and Senate Pro Tem McGuire have already made some changes in their new positions. Mr. Gonsalves mentioned that Proposition 1, which expands mental health support, will be on the March ballot and now has about 70% support from the legislature.

Federal Advocate Jayson Braude updated the group on activities in Washington, D.C. Over the past year, 27 bills were passed, and seven were vetoed by the President. Budget bills with funding opportunities for Lakewood are still on the table with March 1 and 8 deadlines, however will likely be delayed further. Approval of funding for Palms Park and the Weingart Senior Center projects appear to be promising. He also stated that, due to extensions, requests for new earmarks maybe accepted. Mr. Braude reported that the bill on the Fair Act, which the city opposes, is not expected to move forward, and will be watched.

The draft 2024 legislative platform was presented with a few changes from the 2023 platform. Recommended changes included support of:

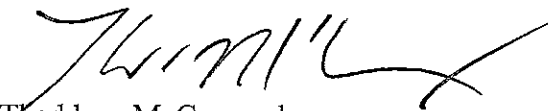
- legislation and funding that promotes traffic and pedestrian safety
- legislation that criminalizes illegal behavior in cyberspace and social media
- regional planning and investments in electric vehicle charging infrastructure (both public and private) and zero emissions equipment
- legislation that supports local control and flexibility to regulate solid waste and recyclables.

The last change recommended by staff is for the city to oppose policies and legislation that compromise the city's ability to enforce state and local parking ordinances. The committee approved the proposed changes and directed staff to forward the amended legislative platform to the City Council for approval.

Staff reported on two bills that were recently introduced to address retail theft. A summary of staff's State and Federal budget requests was provided. It was also reported that there are ten other measures, that qualified for the November 2024 general election, including the Taxpayer Protection and Government Accountability Act, which the Council opposed on record in 2022. A measure to undo Prop 47 is currently gathering signature, with Walmart and Target stores as the top funders. The measure would allow prosecutors to add up separate thefts to surpass the \$950 threshold for felony charges. It would also ramp up sentencing for people working as a group to steal goods or for taking more than \$50,000 in property, and authorize prosecutors to charge drug users with a felony on a third offense. The measure currently has more than 360,000 signatures of the 546,000 required to qualify.

RECOMMENDATION

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



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

February 27, 2024

TO: The Honorable Mayor and City Council

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

INTRODUCTION

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

STATEMENT OF FACTS

Mark Dameron has been the Lakewood Business Representative serving on the Workforce Development Board since April 2016. Mr. Dameron recently moved out of the area, and therefore an appointment is necessary to fill his vacated seat. Ms. Erika Parada is proposed to represent Lakewood's business community. Mr. Mark Segura of Farmer's Insurance, and the city's other representative on the WIB, has indicated support for her appointment. The Greater Lakewood Chamber of Commerce Board of Directors has also approved her appointment.

Ms. Parada is the co-owner of Vida Y Alma House of Beauty, and is a member of the Greater Lakewood Chamber of Commerce. She meets all the requirements of the Federal Workforce Investment Act as a private sector representative on the Workforce Development Board. Erika is an energetic and enthusiastic individual who is seeking to be more active in the community and in the business sector. She has a strong interest in serving on the WDB.

RECOMMENDATION

It is recommended that the City Council approve the appointment of Erika Parada to the Southeast Los Angeles County Workforce Development Board of Directors.


Paolo Beltran
Deputy City Manager


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

February 27, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Contract for 2024 Civic Center Block Party Fireworks Display

INTRODUCTION

The Lakewood Civic Center Block Party (Block Party) is returning on Saturday, June 29, 2024 from 4 to 9 p.m. City staff representing all departments are planning the blockbuster event. This year's event will include familiar components from past years including the event finale, a spectacular fireworks display.

STATEMENT OF FACT

The annual Block Party will again feature live entertainment, food vendors, games booths and inflatable attractions, and culminate with a 15-minute professional aerial fireworks display which will launch from Lakewood Center in the Costco parking lot. The choreographed display is complemented with patriotic music for those in close proximity to the main entertainment stage and near the launch area adjacent to the Costco parking lot. Prime viewing areas will be Hardwick Street, as well as the Home Depot and Albertsons parking lots. Synchronized music will best be heard on Clark Avenue between Hardwick Street and The Centre Plaza and near the front entrance of Costco.

Fireworks & Stage FX America has served as the city's pyrotechnic contractor since 2010 and has consistently provided a professional and safe fireworks display for the Lakewood community. The contractor has provided the city with a contract price of \$19,000 for a 15-minute fireworks display. The contractor will provide the city with required insurances including commercial general liability, automobile and worker's compensation, the equipment and personnel necessary to produce the fireworks display and all required permits from state and local authorities including Los Angeles County Fire.

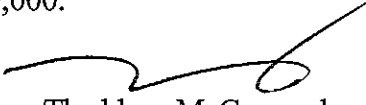
SUMMARY

The Civic Center Block Party, which attracts about 25,000 attendees, will showcase a 15-minute professional fireworks show as the event's finale. The contractor requires a 50% deposit prior to scheduling Lakewood's event for Saturday, June 29, 2024. The expense is funded in the FY23 budget.

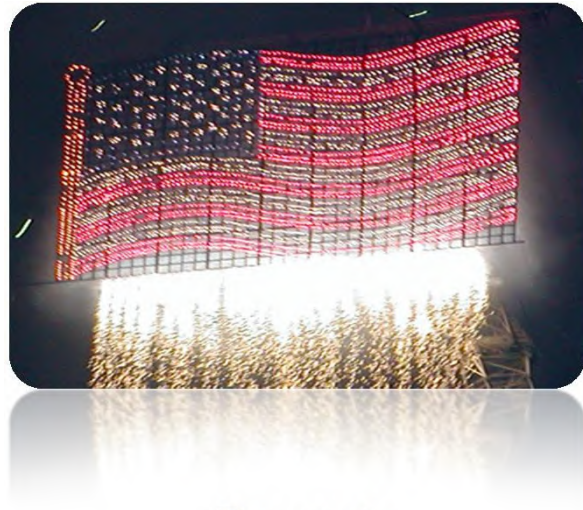
RECOMMENDATION

Staff recommends that the City Council approve the public fireworks display to be offered as a component of the Civic Center Block Party at Lakewood Center on Saturday, June 29, 2024 and authorize the City Manager to sign the contract with Fireworks & Stage FX America, LLC for the contracted services, not to exceed \$19,000.

Valarie Frost, Director 
Recreation and Community Services


Thaddeus McCormack
City Manager

City of Lakewood



Presents

Celebrate Freedom
A Fireworks Extravaganza
June 29th, 2024

Produced by



"The Difference Is Quality"

City of Lakewood
Celebrate Freedom
June 29th, 2024

Opening Announcement

Program

A

Aerial Titanium Flash Salutes

3" 10

Color & Multi-Color Finale Shells

3" 10

Aerial Grand Finale

Program

A

Color/Multicolor Finale

3" 300

Main Show

Color, Multi-Color, Flitter, Glitter,
Electric Color & Color Changing Shells

3" 220

Distinctive & Unique Aerial Shells

3" 160

Totals

Program

A

Shells

3" 700

Total Shells **700**

Grand Totals **700**

Running Time in Minutes

15.0



Price

Program A

Total Cost **\$19,000.00**

City of Lakewood
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of \$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance (Statute)
- 6) Sound Track
- 7) Choreography

City of Lakewood to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Time as listed below.
- 7) Suitable Restroom and Handwash facilities for the crew

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the minimum permit times.

Land Based Shows based require a minimum of 30 days to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of 60 days to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Continued

Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.





PYROTECHNIC PUBLIC DISPLAY CONTRACT

Fireworks & Stage FX America, LLC
dba: Fireworks America
PO Box 488
Lakeside, CA 92040
619-938-8277
619-938-8273 Fax

- 1) This Contract, entered into this 7th day of February, 2024, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and CITY OF LAKEWOOD hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display(s) as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on June 29th, 2024, located at 500 Lakewood Center Mall, Lakewood, CA 90712. The time of the display is to be at: 9:10PM
- 3) BUYER agrees to pay FA the sum of: Nineteen Thousand Dollars and No Cents (\$19,000.00), per the following terms:
50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied. FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

Fireworks America Public Display Contract

- 6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.
- 7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.
- 8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.
- 9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.
- 10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.
- 11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.
- 12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.
- 13) FA agrees to provide insurance coverage of Six Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.
- 14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Buyer, at its expense, agrees to provide FA crews with suitable restroom and handwash facilities in the immediate area of the shooting/working location.

20) Other Considerations: NONE

21) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 7th day of February, 2024.

Fireworks & Stage FX America, LLC.

City of Lakewood

By: Matt Biolchino

By: _____

Title: Area Manager

Title: _____

Signature: _____

Signature: _____

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COUNCIL AGENDA

February 27, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Bid Award – FY 23/24 CDBG ADA Ramp Replacements - PW Project 24-02 -
REVISED

INTRODUCTION

A report for the same subject matter was previously submitted to City Council for review while staff awaited the results of a bid opening.

STATEMENT OF FACT

The City Clerk received and opened seven bids for the proposed project on February 27, 2024. The bid results are summarized in the following table:

| RANK | BIDDER | CITY | BID AMOUNT |
|-------------|----------------------------------|------------------|-------------------|
| 1 | CJ Concrete | Sante Fe Springs | \$192,000 |
| 2 | Nobest, Inc. | Garden Grove | \$286,000 |
| 3 | We R Builders, Inc. | Glendale | \$319,600 |
| 4 | LCR Earthwork & Engineering | Jurupa Valley | \$380,000 |
| 5 | S&H Civilworks | Colton | \$383,200 |
| 6 | Gentry General Engineering, Inc. | Colton | \$392,000 |
| 7 | EBS General Engineering | Corona | \$424,600 |

The lowest responsible bidder is CJ Concrete of Sante Fe Springs in the bid amount of \$192,000. During staff’s bid analysis, a minor bid irregularity was identified in CJ Concrete’s bid in that the signed addenda acknowledgement form was not included with their bid documents. Item 9 of the “Instruction to Bidders”, included in the project specifications, states that a bidder’s failure to attach the addenda acknowledgement form *may* be grounds for rejection of the bid. After the City’s issuance of the addendum, and prior to the bid submission deadline, CJ Concrete provided verbal acknowledgement of receipt of addendum via telephone, and has since followed up with delivering a hard copy of the missing bid acknowledgement form. Staff, in consult with the City Attorney, have deemed this irregularity to be minor in nature in that it did not affect the bidder’s price nor did it provide the bidder with an unfair advantage over the other bidders.

The addendum issued by the City on February 16th, 2024 was required in order to comply with federal CDBG funding requirements. As part of the addendum, the original bid deadline had to be extended resulting in a situation where the required allotment of time for bidders to submit formal bid protests prior to the Council meeting could not be met. The California Public Contract Code (PCC) allow bidder’s five calendar days from the time and date of the bid opening to file a


formal bid protest. As the bid opening was held at 11:00 am, February 23, 2024, the bid protest period will end at 11:00 am February 28, 2024. In the event that a formal bid protest is filed after this Council meeting and prior to the bid protest deadline, the contract will not be executed and staff will bring the item back to the following Council meeting.

Staff has verified with the State Contractor's License Board that CJ Construction is properly licensed for the work. CJ Construction has performed and is currently performing work in the City of Lakewood of similar scope with favorable results.

RECOMMENDATIONS

Staff recommends that the City Council:

1. Waive the minor bid irregularity in CJ Concrete's bid
2. Award a contract for "FY 23/24 CDBG ADA Ramp Replacement - PW Project 24-02", in the amount of \$192,000 to the apparent low bidder, CJ Concrete, and authorize the Mayor to sign the contract in a form approved by the City Attorney, pending the condition that no bid protests are received by the February 28, 2024 deadline.
3. Authorize staff to approve a cumulative total of contract change orders, as necessary, not to exceed \$40,000.
4. Appropriate \$100,000 of Measure M Funds to "FY 23/24 CDBG ADA Ramp Replacement - PW Project 24-02"
5. Authorize staff to approve Willdan's proposal to provide construction inspection for the "FY 23/24 CDBG ADA Ramp Replacement - PW Project 24-02" under their existing Agreement for Engineering Services, in an amount of \$58,246 to be funded with Measure M funds.
6. Adopt the specifications and working details for "FY 23/24 CDBG ADA Ramp Replacement - PW Project 24-02".

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

February 22, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Purchase of Desktop Computer Replacements Agreement

INTRODUCTION

As they approach the end of their useful life, the City's current fleet of 200 Dell desktop computers are in need of replacement. They have served the City well since they were purchased over five years ago, with an increasing number beginning to malfunction more recently. As a result, this requires increased support services, loss of employee productivity and a potential loss of data.

STATEMENT OF FACT

The City's Information Technology (IT) Manager obtained a quote from Dell Marketing of \$186,858.75 for 200 Dell Optiplex 7010 desktop computers using the pricing available through the National Association of State Procurement Officials / Western States Contracting Alliance (NASPO/WSCA) Contract. The quote includes two different types of computers. The first is for 180 Standard Desktop computers that are appropriate for most "standard" computer users and the second portion is for 20 enhanced computers that include faster graphics cards and more memory. These computers are required for Geographic Information Systems (GIS) users and other graphic-heavy applications.

Purchasing directors from fifteen NASPO agencies formed the WSCA in 1993. The primary purpose of WSCA is to establish the means by which participating agencies may join in cooperative multi-State contracting. All governmental entities within WSCA states are welcome to use the approved agreements. Section 2712 of the Lakewood Municipal Code allows the purchase of supplies and equipment through any governmental entity, including but not limited to, the State of California, the County of Los Angeles, other cities or special districts, provided that the government entity substantially adheres to the same procedures for the purchase of supplies and equipment.

Dell Marketing has agreed to coordinate shipments of the 200 computers in separate batches to be determined by the IT Division in order to minimize the need for warehouse storage during the implementation process.

The current budget includes an expenditure appropriation for this purchase. Additionally, the recommended authorization amount below is slightly higher than the quoted amount to accommodate for any potential difference in the estimated tax included in the quote.

RECOMMENDATION

It is recommended that the City Council authorize the purchase of 200 Dell Optiplex 7010 desktop computers from Dell Marketing at an amount not to exceed \$189,000.



Jose Gomez
Director of Finance and Administrative Services



Thaddeus McCormack
City Manager



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 24, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

| | | | |
|----------------------|--|-------------------|-------------------------|
| Quote Name: | 2/21/24 ArcGIS Power Userr PC - OptiPlex Plus Tower | Sales Rep | Tanner Lee |
| Quote No. | 3000172855797.1 | Phone | (800) 456-3355, 6178991 |
| Total | \$33,080.81 | Email | Tanner_Lee@Dell.com |
| Customer # | 5336328 | Billing To | ACCOUNTS PAYABLE |
| Quoted On | Feb. 23, 2024 | | CITY OF LAKEWOOD |
| Expires by | Mar. 24, 2024 | | 5050 CLARK AVE |
| Contract Name | Dell NASPO Computer Equipment PA - California | | LAKEWOOD, CA 90712-2697 |
| Contract Code | C000001115143 | | |
| Customer Agreement # | 23026 / 7-23-70-55-01 | | |
| Deal ID | 27151233 | | |

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Tanner Lee

Shipping Group

| Shipping To | Shipping Method |
|---|-------------------|
| PURCHASING WAREHOUSE CITY OF LAKEWOOD 6929 NIXON ST BLDG C - WHSE LAKEWOOD, CA 90713-2810 (562) 866-9771 | Standard Delivery |

| Product | Unit Price | Quantity | Subtotal |
|----------------------------|------------|----------|-------------|
| OptiPlex Tower (Plus 7010) | \$1,515.97 | 20 | \$30,319.40 |

| | |
|----------------------------|--------------------|
| Subtotal: | \$30,319.40 |
| Shipping: | \$0.00 |
| Non-Taxable Amount: | \$3,378.80 |
| Taxable Amount: | \$26,940.60 |
| Estimated Tax: | \$2,761.41 |

Total: **\$33,080.81**

License Subtotal for Commitment Term: \$0.00
*Excludes Taxes

Maximize your new
technology on day one

Dell ProDeploy Suite



Shipping Group Details

Shipping To

PURCHASING WAREHOUSE
CITY OF LAKEWOOD
6929 NIXON ST
BLDG C - WHSE
LAKEWOOD, CA 90713-2810
(562) 866-9771

Shipping Method

Standard Delivery

OptiPlex Tower (Plus 7010)

Estimated delivery if purchased today:

Mar. 09, 2024

Contract # C000001115143

Customer Agreement # 23026 / 7-23-70-55-01

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| OptiPlex Tower (Plus 7010) | 210-BFWR | - | 20 | - |
| 13th Gen Intel Core i7-13700K (8+8 Cores/30MB/24T/3.4GHz to 5.3GHz/125W) | 338-CHDQ | - | 20 | - |
| Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish | 619-ARSB | - | 20 | - |
| No Microsoft Office License Included - 30 day Trial Offer Only | 658-BCSB | - | 20 | - |
| 32GB (2X16GB) DDR5 Non-ECC Memory | 370-AGWK | - | 20 | - |
| M.2 2280 512GB PCIe NVMe Class 40 Solid State Drive | 400-BOQF | - | 20 | - |
| Thermal Pad and Screw | 400-BOSH | - | 20 | - |
| NO RAID | 817-BBBN | - | 20 | - |
| NVIDIA GeForce RTX 3050 8GB GDDR6, Full Height, 3xDP, 1xHDMI | 490-BIDM | - | 20 | - |
| OptiPlex Tower Plus with 500W Platinum Power Supply | 329-BHOO | - | 20 | - |
| System Power Cord (Philippine/TH/US) | 450-AAOJ | - | 20 | - |
| No Optical Disk Drive | 429-ABIV | - | 20 | - |
| CMS Software not included | 632-BBBJ | - | 20 | - |
| No Media Card Reader | 379-BBHM | - | 20 | - |
| No Additional Video Ports | 492-BCKH | - | 20 | - |
| No Keyboard Selected | 580-AABG | - | 20 | - |
| No Mouse Selected | 570-AAAF | - | 20 | - |
| No Cover Selected | 325-BCZQ | - | 20 | - |
| Dell Additional Software | 658-BFPY | - | 20 | - |
| ENERGY STAR Qualified | 387-BBLW | - | 20 | - |
| Dell Watchdog Timer | 379-BEZG | - | 20 | - |
| Quick Start Guide, OptiPlex Tower Plus | 340-DDFR | - | 20 | - |
| Trusted Platform Module (Discrete TPM Enabled) | 329-BBJL | - | 20 | - |
| Shipping Material | 340-CNZU | - | 20 | - |
| Shipping Label | 389-BBUU | - | 20 | - |
| Regulatory Label for OptiPlex Tower Plus 7010 500W, FSJ | 389-EFMQ | - | 20 | - |
| No Hard Drive Bracket, Dell OptiPlex | 575-BBKX | - | 20 | - |
| Intel Rapid Storage Technology, OptiPlex Tower | 658-BFQN | - | 20 | - |

Unit Price **Quantity** **Subtotal**
\$1,515.97 **20** **\$30,319.40**

| | | | | |
|--|----------|---|----|---|
| Intel Core i7 vPro Enterprise Processor Label | 389-EDDR | - | 20 | - |
| Desktop BTO Standard shipment | 800-BBIO | - | 20 | - |
| No Additional Add In Cards | 382-BBHX | - | 20 | - |
| Custom Configuration | 817-BBBB | - | 20 | - |
| Internal Speaker | 520-AARD | - | 20 | - |
| EPEAT 2018 Registered (Silver) | 379-BDTO | - | 20 | - |
| Intel vPro Enterprise | 631-ADPP | - | 20 | - |
| No Additional Network Card Selected (Integrated NIC included) | 555-BBJO | - | 20 | - |
| Dell Limited Hardware Warranty Plus Service | 812-3886 | - | 20 | - |
| ProSupport: 7x24 Technical Support, 5 Years | 812-3900 | - | 20 | - |
| ProSupport: Next Business Day Onsite 5 Years | 812-3910 | - | 20 | - |
| Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport | 989-3449 | - | 20 | - |
| No Accidental Damage Selected | 981-4619 | - | 20 | - |

| | |
|-----------------------|--------------------|
| Subtotal: | \$30,319.40 |
| Shipping: | \$0.00 |
| Estimated Tax: | \$2,761.41 |
| Total: | \$33,080.81 |

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 24, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

| | | | |
|------------------------|---|-------------------|-------------------------|
| Quote Name: | 2/21/24 Standrad User PC - Optiplex | Sales Rep | Tanner Lee |
| Quote No. Total | 3000172862320.1 \$153,777.94 | Phone | (800) 456-3355, 6178991 |
| Customer # | 5336328 | Email | Tanner_Lee@Dell.com |
| Quoted On | Feb. 23, 2024 | Billing To | ACCOUNTS PAYABLE |
| Expires by | Mar. 24, 2024 | | CITY OF LAKEWOOD |
| Contract Name | Dell NASPO Computer Equipment PA - California | | 5050 CLARK AVE |
| Contract Code | C000001115143 | | LAKEWOOD, CA 90712-2697 |
| Customer Agreement # | 23026 / 7-23-70-55-01 | | |
| Deal ID | 27151233 | | |

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Tanner Lee

Shipping Group

| | |
|---|------------------------|
| Shipping To | Shipping Method |
| PURCHASING WAREHOUSE CITY OF LAKEWOOD 6929 NIXON ST BLDG C - WHSE LAKEWOOD, CA 90713-2810 (562) 866-9771 | Standard Delivery |

| Product | Unit Price | Quantity | Subtotal |
|-----------------------------------|------------|----------|--------------|
| OptiPlex Small Form Factor (7010) | \$785.00 | 180 | \$141,300.00 |

| | |
|----------------------------|---------------------|
| Subtotal: | \$141,300.00 |
| Shipping: | \$0.00 |
| Non-Taxable Amount: | \$19,564.20 |
| Taxable Amount: | \$121,735.80 |
| Estimated Tax: | \$12,477.94 |

Total: \$153,777.94

License Subtotal for Commitment Term: \$0.00
*Excludes Taxes

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Maximize your new
technology on day one

Dell ProDeploy Suite



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Shipping Group Details

Shipping To

PURCHASING WAREHOUSE
CITY OF LAKEWOOD
6929 NIXON ST
BLDG C - WHSE
LAKEWOOD, CA 90713-2810
(562) 866-9771

Shipping Method

Standard Delivery

OptiPlex Small Form Factor (7010)

Estimated delivery if purchased today:

Mar. 09, 2024

Contract # C000001115143

Customer Agreement # 23026 / 7-23-70-55-01

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| OptiPlex Small Form Factor (7010) | 210-BFXG | - | 180 | - |
| 13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W) | 338-CHBS | - | 180 | - |
| Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish | 619-ARSB | - | 180 | - |
| No Microsoft Office License Included - 30 day Trial Offer Only | 658-BCSB | - | 180 | - |
| 16GB (1x16GB) DDR4 non ECC memory | 370-AGFR | - | 180 | - |
| M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive | 400-BOQM | - | 180 | - |
| M.2 22x30 Thermal Pad | 412-AAQT | - | 180 | - |
| M2X3.5 Screw for SSD/DDPE | 773-BBBC | - | 180 | - |
| AMD Radeon RX 6300 2GB GDDR6,Low Profile,2xDP | 490-BIDH | - | 180 | - |
| OptiPlex SFF with 180W Bronze Power Supply | 329-BHPU | - | 180 | - |
| No Power Cord | 450-ABHX | - | 180 | - |
| No Optical Drive | 429-ABKF | - | 180 | - |
| CMS Software not included | 632-BBBJ | - | 180 | - |
| No Additional Video Ports | 492-BCKH | - | 180 | - |
| Dell KB216 Wired Keyboard English | 580-ADJC | - | 180 | - |
| No Mouse Selected | 570-AAAF | - | 180 | - |
| No Cover Selected | 325-BCZQ | - | 180 | - |
| Dell Additional Software | 658-BFPY | - | 180 | - |
| ENERGY STAR Qualified | 387-BBLW | - | 180 | - |
| Dell Watchdog Timer | 379-BEZG | - | 180 | - |
| Quick Start Guide, OptiPlex Small Form | 340-DDFL | - | 180 | - |
| Trusted Platform Module (Discrete TPM Enabled) | 329-BBJL | - | 180 | - |
| Shipping Material | 340-CQYR | - | 180 | - |
| Shipping Label | 389-BBUU | - | 180 | - |
| Regulatory Label for OptiPlex SFF 180W, FSJ | 389-FBFX | - | 180 | - |
| No Hard Drive Bracket, Dell OptiPlex | 575-BBKX | - | 180 | - |
| SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form | 658-BFQF | - | 180 | - |
| Intel Core i5 Processor Label | 340-CUEW | - | 180 | - |

Unit Price **Quantity** **Subtotal**
\$785.00 **180** **\$141,300.00**

| | | | | |
|--|----------|---|-----|---|
| Desktop BTO Standard shipment | 800-BBIO | - | 180 | - |
| Chassis Intrusion Switch | 461-AAJL | - | 180 | - |
| No Additional Add In Cards | 382-BBHX | - | 180 | - |
| Internal Speaker | 520-AARD | - | 180 | - |
| No Out-of-Band Systems Management | 631-ADPH | - | 180 | - |
| Custom Configuration | 817-BBBB | - | 180 | - |
| EPEAT 2018 Registered (Silver) | 379-BDTO | - | 180 | - |
| Dell Limited Hardware Warranty Plus Service | 803-8583 | - | 180 | - |
| ProSupport: Next Business Day Onsite, 5 Years | 803-8649 | - | 180 | - |
| ProSupport: 7x24 Technical Support, 5 Years | 803-8705 | - | 180 | - |
| Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport | 989-3449 | - | 180 | - |
| No Accidental Damage Selected | 981-4619 | - | 180 | - |

| | |
|-----------------------|---------------------|
| Subtotal: | \$141,300.00 |
| Shipping: | \$0.00 |
| Estimated Tax: | \$12,477.94 |
| <hr/> | |
| Total: | \$153,777.94 |

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

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COUNCIL AGENDA

February 22, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Renewal of Information Technology Cybersecurity Services Provider Agreement

INTRODUCTION

In response to an environment where cyber threats have become all too common, last year the City entered into a 12-month cybersecurity agreement with a provider (Fortra - previously known as Alert Logic Inc.). Since then, Fortra has been actively protecting the organization from attacks and if needed would assist in the unlikely event that an attacker successfully penetrates the system's defenses.

Local government has been one of the targets as the frequency and severity of cyber incidents has risen. At times, the public sector draws more attention as it largely lags behind other sectors in its cybersecurity proficiencies. Consequently, it is vital for the City to continue cybersecurity efforts through a dedicated service provider.

BACKGROUND

Fortra was selected last year after a thorough search for a qualified provider that offers comprehensive services and is able to assist the City in implementing best practices. Staff has been very satisfied with Fortra's technical implementation as well as the support offered.

STATEMENT OF FACT

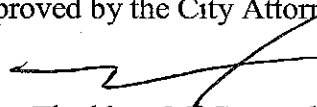
Fortra scans, monitors and assesses systems around-the-clock to detect threats and risks before they are able to inflict damage to systems. They have a global security operations center that is staffed by over 150 staff members that are experts in security and information technology disciplines. Powered by machine learning and advanced analytics, Fortra sifts through enormous amounts of data to comprehensively prevent and detect malicious activity. When needed, they respond to urgent matters within a 15-minute window. Fortra's proposed fee is \$3,150 per month (\$37,800 per year) or a 5% increase from the prior year. The increase is solely due to an increase in the number of City licenses for network devices that it will cover.

RECOMMENDATION

It is recommended that City Council approve an agreement with Fortra to provide cybersecurity services for an amount not to exceed \$37,800 for a 12-month period, and authorize the City Manager or his designee to enter into an agreement as approved by the City Attorney.



Jose Gomez
Director of Finance and Administrative Services



Thaddeus McCormack
City Manager

| Company Information | | Customer Information | |
|--------------------------------|---------------------------|---------------------------------|---------------------------|
| Bill To Company | City of Lakewood | Customer | City of Lakewood |
| Primary Billing Contact | | Primary Customer Contact | |
| Name | Robin Frenette | Name | Andrew Cator |
| Phone | 562-417-5538 | Phone | 714-716-6985 |
| Email | rfrenett@lakewoodcity.org | Email | helpdesk@lakewoodcity.org |
| Title | IT Services Manager | Title | |
| Bill To Address | 5050 Clark Ave | Ship To Address | 5050 Clark Ave |
| City | Lakewood | City | Lakewood |
| State | California | State | California |
| Postal Code | 90712 | Postal Code | 90712 |
| Country | United States | Country | United States |

| Order Summary | | | |
|-------------------------|---|--------------------------|--------|
| Order Number | Q-103527 | Payment Terms | Net 30 |
| Initial Duration | 12 Months | Billing Frequency | Annual |
| Renewal Duration | 12 Months | Currency | USD |
| Effective Date | Last signature date below | Auto-Renew | Yes |
| Sales Tax | Prices shown are exclusive of all local, state, federal, foreign, or value-added taxes. | | |

Subscription Details

Renewal Subscription: Alert Logic MDR Subscription Term: Start Date: March 1, 2024 End Date: February 28, 2025

| Solution Name | Subscription Type | Quantity | Unit of Measure |
|-------------------------------------|-------------------|----------|-----------------|
| TM8C32GB - Threat Manager Appliance | Recurring | 1.00 | Each |
| Professional | Recurring | 50.00 | Nodes |
| Essentials | Recurring | 250.00 | Nodes |

Log usage not to exceed aggregated average of 100MB/day/node in any calendar quarter.

Subscription Fees

The Subscription listed herein shall be included under the **Bill To Company's** Current Subscription as of the Effective Date of this Order Form, or if there is an existing subscription, it will amend and replace the **Bill To Company's** Current Subscription.

| | One-Time Fees | Annual Fees |
|-------------------------------------|-----------------|--------------------|
| Total Fees for Subscription: | \$0.00 | \$37,800.00 |
| Total Contract Value: | \$37,800 | |

Subscription Terms & Conditions

The signatory of this Order Form agrees that: (i) he/she is authorized to make the purchase shown above on behalf of the 'Bill To' entity, and such entity will pay for the Products and Services as set forth in this Order Form; and (ii) this Order Form is incorporated into and is governed by the Master Terms and Conditions located at <https://www.alertlogic.com/company/legal/terms> unless the parties have separately executed an agreement (e.g., a Reseller or Master Service Provider agreement) that governs this Order Form.

Initial Subscription Term

The service term begins on the Service Commencement Date and will continue for the Initial Duration noted above. If the Effective Date of the Order Form is on or before the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the subsequent calendar month. If the Effective Date of the Order Form is after the 15th day of the applicable calendar month, then the Service Commencement Date means the first day of the second subsequent calendar month.

Renewal Term

This Order form will automatically renew for the Renewal Subscription Duration noted above (each, a 'Renewal Term' and, together with the 'Initial Term', the 'Subscription Term'), beginning on the 1st calendar day after expiration of the then-current Initial or Renewal Term, unless terminated in accordance with the provisions in the MTC.

Billing Terms

All invoices will be issued on or about the 1st business day of a calendar month. Fees for Services will be invoiced upfront according to the Billing Frequency noted above, except for the initial invoice for Services which will be sent on or about the 1st business day of the calendar month subsequent to the Service Commencement Date. Fees for One-Time Fees will be invoiced on the first invoice after the Effective Date of the relevant Order Form or the charges are incurred. Usage or overage fees, if applicable, will be invoiced in arrears on the first invoice subsequent to the charges being incurred.

Additional Terms

Subscription Term 03/01/2024 - 02/28/2025 Annually

Description of Services

The Solution Documentation for the Solution listed above along with the Parties' respective roles and responsibilities are set forth in <https://www.alertlogic.com/docs/Alert-Logic-Threat-Management-Master-Service-Description.pdf>

Signatures

In witness whereof, the Parties have executed this Order Form as of the date set forth below:

Bill To Company:

Fortra, LLC Signature:

Name:

Name:

Title:

Title:

Date:

Date:

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Legislation

ORDINANCE NO. 2024-1

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE LAKEWOOD MUNICIPAL CODE REGARDING TAX FREE CERTIFICATE PROVISIONS

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

SECTION 1. The text of Section 6507.C of the Lakewood Municipal Code is hereby amended to read as follows:

“C. APPLICATION TO CERTAIN TEACHERS. The provisions of this ordinance shall not require the payment of a business tax for the teaching of musical, artistic or educational subjects when the following conditions exist:

1. The teaching is done at the residence of the teacher or at the residence of the pupil or at a public building under an agreement with City to provide teaching of certain recreation classes for the general public welfare.

2. The teacher employs no assistants, does not display an advertising sign at the residence, and does not make a general practice of selling merchandise in connection with the teaching.

3. The teaching is performed by and on behalf of an individual not associated with, represented by, or in operation of a business entity such as a Corporation, LLC, DBA or Partnership.

In any case where the general intent of this section will be carried out and the general public welfare will be served, the ~~City Council~~ Director of Finance may authorize the issuance of a tax-free certificate.

Any person claiming an exemption pursuant to this section shall file a sworn statement with the Director of Finance stating the facts upon which exemption is claimed, and in the absence of such statement substantiating the claim, such person shall be liable for the payment of the taxes imposed by this ordinance.

Those individuals or firms exempted by the above paragraphs engaged in other business activities not exempted by applicable statutes of the United States or of the State of California shall pay business taxes as prescribed herein on the portion of business activities not exempted.”

SECTION 2. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

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

ADOPTED AND APPROVED this _____ day of _____, 2024, by the following roll call vote:

| | AYES | NAYS | ABSENT |
|-----------------------|-------|-------|--------|
| Mayor Pe | _____ | _____ | _____ |
| Council Member Chase | _____ | _____ | _____ |
| Council Member Croft | _____ | _____ | _____ |
| Council Member Rogers | _____ | _____ | _____ |
| Council Member Wood | _____ | _____ | _____ |

Mayor

ATTEST:

City Clerk

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Reports

COUNCIL AGENDA

February 27, 2024

TO: The Honorable Mayor and City Council

SUBJECT: 2024 Legislative Platform

INTRODUCTION

The City Council's Intergovernmental Relations Committee has completed its discussions, and thereby recommends the city's Legislative Platform for 2024. The Legislative Platform establishes the work program of the City Council's Intergovernmental Relations Committee and City staff for this year.

STATEMENT OF FACTS

The City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. The 2024 Legislative Platform provides a framework for the City of Lakewood's legislative program. Adopted annually, the Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

The primary objective of the Legislative Platform is for the City Council to adopt official city positions on clearly stated legislative issues. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies, input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the City's Legislative Platform may require further direction from the Intergovernmental Relations Committee and/or the City Council.

Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services.

RECOMMENDATION

That the City Council adopt the Legislative Platform for 2024.


Paolo Beltran
Deputy City Manager


Thaddeus McCormack
City Manager



2024 Legislative Platform

Purpose Statement

The Lakewood City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. The 2024 Legislative Platform provides a framework for the City of Lakewood's legislative program. Adopted annually, the Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

Legislative Program

The primary objective of the Legislative Platform is for the City Council to adopt official city positions on clearly stated legislative issues. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies (see below), input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the city's Legislative Platform may require further direction from the Intergovernmental Relations Committee and/or the City Council.

Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services.

Organizations whose legislative programs the City follows:

Federal

- American Planning Association
- American Public Works Association
- American Water Works Association
- International Council of Shopping Centers
- National Recreation and Parks Association
- National League of Cities
- National Association of Telecommunications Officers and Advisors (NATOA)
- U.S. Conference of Mayors

State

- Association of California Water Agencies
- California Association of Local Economic Development
- California Building Officials
- California Contract Cities Association (CCCA)
- California Municipal Revenue and Tax Association
- California Municipal Utilities Association
- California Park & Recreation Society
- CalCities

Regional

- Central Basin Water Association
- Coalition for Practical Regulation
- Gateway Cities Council of Governments (Gateway COG)
- Gateway Water Management Authority
- Los Angeles County Sheriff's Department
- Metropolitan Transportation Authority
- Southern California Chapter of NATOA
- Southeast Los Angeles Workforce Development Board
- Southeast Water Coalition
- Southern California Association of Governments
- California Joint Powers Insurance Authority
- Greater Los Angeles County Vector Control District

Program Goals and Strategies

Program Goals:

- I. Advocate the City's legislative interests at the Federal, State and County levels.
- II. Inform and share information with our Legislators, City Council and staff on the legislative process and key issues and legislation that could have a potential impact on the City.
- III. Serve as an active participant with other local governments, the League of California Cities, regional agencies such as CCCA, Gateway COG and other local professional organizations on legislative/regulatory issues that are important to the City and region.
- IV. Seek grant and funding assistance for City projects, services and programs to enhance infrastructure and services for the community.

Strategies:

- I. Communicate legislative positions on proposed Federal, State and County legislation, measures, initiatives and governmental regulations.
 - a. Work with City departments and legislative advocates to develop positions on proposed legislative measures.
 - b. City staff will review the positions and analysis done by the League of California Cities, legislative advocates' feedback, and other local government/professional associations in formulating the City's positions.

- c. The City will take positions only on proposals that clearly impact the City or pose a threat to local control.
 - d. Actively track key bills through the legislative process, utilizing the City's advocacy services, various legislative websites and other government and professional associations.
 - e. Work cooperatively with other cities, associations and the League of California Cities on advocating the city's legislative positions.
 - f. As necessary, participate in the drafting and amending of proposed federal and state measures that have the potential to significantly impact the City.
 - g. Meet with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance and City projects, programs and services.
- II. Seek federal, state and county funding through earmarks, grants and other discretionary funding for City projects, services and programs.
- a. Identify City projects for potential submittal for federal earmark consideration. Develop a submittal packet for legislators that provides funding need and project information.
 - b. Provide information to City departments on potential grant funding opportunities and recognition programs.
 - c. Advocate and request letters of support for grant applications that are being considered for federal, state and county funding.
- III. Share information with the City Council, staff and the community on legislative issues.
- a. Work closely with department heads and staff to determine their legislative priorities and funding needs for the upcoming legislative session.
 - b. Provide updates on legislative issues to the Council and departments throughout the year.
 - c. Educate the community in the City's advocacy efforts on legislative issues and funding requests.

2024 LEGISLATIVE PLATFORM

I. Local Control

1. Support the provision of municipal services through contracting.
2. Support legislation that preserves and enhances local control.
3. Oppose preemption of local authority whether by county, state or federal legislation or ballot measures.

II. Municipal Finance

4. Support legislation that further protects local government revenue from being taken, confiscated, shifted, diverted or otherwise used to fund state government operations and responsibilities.
5. Support legislation that allows cities to collect their “fair share” of sales tax allocation on internet or other remote transactions.
6. Support legislation that reforms the local government financing structure to create long term stability for public services, facilities and future city growth.
7. Support continued funding for the items below:
 - a. Community Development Block Grant (CDBG) program
 - b. Community Oriented Policing Services (COPS) program
 - c. Justice Assistance Grant (JAG) program
 - d. Public, Educational, and Government (PEG) community access television
8. Oppose legislation that would impose state mandated costs for which there is no guarantee or realistic expectation of local reimbursement or offsetting benefits.
9. Oppose legislation that would preempt or reduce local discretion over locally-imposed taxes.
10. Oppose legislation that changes the sales or property tax collection method or formula that would result in less overall tax revenue to local governments.
11. Oppose legislation that threatens a local government’s right to receive compensation for use of its public right of way.
12. Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, one of the few tools left for local governments to finance large capital projects.

III. Public Safety

13. Support legislation and funding that promote enhanced law enforcement services in the community.
14. Support legislation that provides for greater protection to victims of crime and accountability in criminal prosecution and sentencing.

15. Support legislative efforts to address the negative impacts of AB 109, Proposition 47 and Proposition 57 on local governments and provide local law enforcement with the appropriate tools to reduce criminal activity.
16. Support legislation that maintains public safety and provides additional tools and resources to address challenges such as homelessness, mental health, and drug rehabilitation.
17. Support legislation that encourages legislators to coordinate and consult closely with law enforcement agencies prior to introducing legislation that affects public safety.
18. Support reasonable criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
19. Support programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.
20. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.
21. Support legislation and funding that promote traffic and pedestrian safety.
22. Support legislation that criminalizes illegal behavior in cyberspace and on social media.

IV. Economic Development and Local Land Use

23. Support legislation that encourages sustainable economic development for cities to create jobs and improve the economy.
24. Support legislation that strengthens local control for land use and zoning regulations.
25. Support legislation that returns local governments' ability to enact property tax increment financing or other redevelopment tools.
26. Support training and development initiatives and funding that support the collaboration between community partners, including, but not limited to non-profits, school and community college districts and the workforce development board.
27. Support measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.
28. Support legislation that will restore funding mechanisms to promote continued economic development, including initiatives to provide financing for business assistance loans and infrastructure improvements.

29. Support legislation preserving the city's interest in telecommunication, broadband and infrastructure operations.
30. Oppose efforts to require additional CEQA review and process requirements that delay projects and increase costs.
31. Oppose legislation that seeks to limit or eliminate municipal authority to regulate street or sidewalk vendors.

V. Housing and Homelessness

32. Support legislation that seeks to address the inequitable allocation of property taxes to "No and Low" property tax cities. This is critically important as the State attempts to address the housing crisis.
33. Support legislation that provides flexibility, support and resources to cities to assist with the development of affordable housing options and programs for all income levels in the community.
34. Support incentives for cities to create regional and collaborative solutions to address homelessness.
35. Support the expansion of conservatorship laws allowing for increased guardianship control and health supervision of those suffering from mental illness; and recognizes mental illness and addiction as a contributor to chronic homelessness.
36. Support legislation and funding from the county, state and federal government for expanded outreach teams in collaboration with law enforcement, first responders, and the county's health and mental health departments for those affected by homelessness and mental health issues.
37. Support direct Measure H funding on an annual basis for cities like Lakewood that are required to contribute additional sales tax.
38. Oppose legislation that seeks to convert the Regional Housing Needs Allocation (RHNA) process from a planning process to a production standard.
39. Oppose legislation that penalizes a city or local government if the units identified in RHNA are not constructed.
40. Oppose efforts and legislation that propose to limit public engagement, design and environmental review related to housing projects.
41. Oppose legislation that would remove local control, allow for irresponsible housing development and interfere with protection of established residential neighborhoods.
42. Support and pursue the repeal of state laws that affect local control on housing and land use.

V. Infrastructure

43. Support legislation that provides adequate and consistent funding to support acquisition, development, operation and maintenance of recreation services and facilities.

44. Support legislation that provides ongoing and sustainable transportation infrastructure funding, including funds for the preservation and maintenance of streets and roads.
45. Support legislation that appropriates state funds to local and regional projects for transportation projects, such as the West Santa Ana Branch transit corridor project.
46. Support legislation that provides funding for water, wastewater, and stormwater infrastructure; flood prevention, water resources planning and development; and water quality improvement.
47. Support development of reasonable policies, strategies and programs to protect the environment, reduce greenhouse gas emissions, increase energy efficiency and increase the use of alternative/renewable energy sources.
48. Support legislation that allocates cap and trade auction revenue to local governments.
49. Support legislation that bridges the digital divide as equitable access to information and communication technologies are becoming increasingly essential for everyday life.
50. Support legislation and park bond measures that provide per capita grants to local governments to fund parks and capital improvements, as well as recreation programs that enhance the quality of life for Lakewood residents.
51. Support legislation that provides funding for the rehabilitation, development, and capital improvements of local parks and community facilities.
52. Support regional planning and investments in electric vehicle charging infrastructure (both public and private) and zero-emissions equipment through robust grants and financial incentives.
53. Support legislation that supports local control and flexibility to regulate solid waste and recyclables.
54. Support legislation that provides funding for local governments to create capacity around current and future State recycling mandates.
55. Oppose unnecessary modifications to the Los Angeles County Flood Control conveyance system, including the Los Angeles and San Gabriel Rivers that could require properties to purchase federal flood insurance.
56. Oppose Federal Emergency Management Agency (FEMA) flood insurance reforms to require properties in residual risk areas, those protected by dams or levees, to purchase flood insurance even when the man-made structures are certified to provide at least 100-year protection.
57. Oppose legislation to establish a public goods charge or other permanent statewide tax on water to fund statewide water solutions.
58. Oppose legislation that directs local transportation funds away from cities.

VI. General Government

59. Support legislation that preserves public, educational, government (PEG) television channel funding, and programming support by video service providers, such as: payments to local government of franchise fees and PEG fees.
- 60.. Support reasonable reform of local government pension systems that is respectful of local control and local collective bargaining processes.
61. . Support legislation that reforms the workers compensation system to lower employer costs while continuing to protect employees.
- 62 . Support legislation that provides resources to cities to improve disaster preparedness, recovery and resiliency.
63. . Oppose legislation that usurps local government's authority to restrict or regulate the sale, manufacture and use of alcohol, medical marijuana dispensaries, collectives and cooperatives, and recreational marijuana dispensaries or other distribution points.
64. Support legislation for cities to maintain local services and provide relief to local residents and businesses, including shoring up funding for the decline in sales tax revenue and providing flexibility on funding for cities to continue to provide services.
65. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.
66. Support legislation that enhances community control of public education.
67. Oppose policies and legislation that compromise the City's ability to enforce state and local parking ordinances.
68. Legislation that applies to local governing boards should also equally apply to state representatives.

VII. Social Justice and Equity

69. Support legislation and funding that provides residents with equitable access to City programs and services.
70. Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination and social justice to promote education, understanding, expanded opportunity and acceptance between diverse groups in the community, making Lakewood a welcome place for everyone.

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COUNCIL AGENDA

February 27, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Professional Services Agreement with Tetra Tech, Inc. to Provide Engineering Services for Pipeline Assessment and Preliminary Design within Proposed Project Alignment for Pure Water Southern California Program

INTRODUCTION

The Metropolitan Water District of Southern California (MWD) in partnership with Los Angeles County Sanitation Districts, are planning their Pure Water Southern California Program, a project that will deliver highly treated recycled water from Carson to four groundwater basins within Los Angeles and Orange Counties for injection, spreading grounds and MWD treatment facilities. Part of the project calls for an 84-inch diameter pipeline to be installed within portions of Del Amo Blvd., Paramount Blvd., South St., and Palo Verde Ave., within Lakewood as shown on the enclosed *Alignment through Lakewood* map, exhibit A. Since the MWD project is proposed through Lakewood's streets, which can potentially impact the City's ability to replace its future pipelines, staff has requested a proposal from Tetra Tech, Inc. to assess existing city pipelines and provide preliminary design for mitigation. Staff plans to seek reimbursement from MWD for all cost related impacts from their project.

STATEMENT OF FACT

Beginning in June 2022 through December 2023, MWD has met with City staff to discuss their future Pure Water Southern California Program. This is a regional project that will deliver 150 MGD of advanced treated water from the Advanced Water Purification Facility (located at 24501 South Figueroa Street, Carson), to spreading grounds and groundwater injection facilities in Central & West Basins, San Gabriel and Orange County basins. The project design and construction are estimated to start in 2023 with the pipeline portions within Lakewood completed by 2030 and early project operations in 2035.

Due to the extensive scale, complexity, and fast tracked timeline of the proposed MWD project, staff recommends utilizing the design services of Tetra Tech Inc. (TTI), as they are familiar with the city's water infrastructure having designed the last 10-miles of pipelines as part of our CIP program for water main replacement. TTI also recently completed design of the FY 2024 Water Main Replacement project, which was completed in December 2023 on time and under budget. TTI will analyze existing Lakewood waterlines within the project area and provide preliminary design including relocation alignment(s) as necessary. Staff will utilize TTI's design to determine potential conflicts with the MWD's proposed project and will seek mitigation measures from MWD to address any impacts to the City including reimbursement for all project related costs.

The City Council Water Resources Committee has discussed this item at its February 27, 2024 meeting and supported staff recommendation.

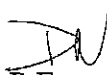
FISCAL IMPACT

The City's ARPA funds for Water Infrastructure Upgrades have adequate reserve to cover this appropriation.

RECOMMENDATION

That the City Council:

1. Approve a Professional Services Agreement with Tetra Tech Inc. for a not-to-exceed amount of \$68,000, to provide engineering services for pipeline assessment and preliminary design within proposed Pure Water Southern California project alignment.
2. Appropriate \$68,000 from the General Fund for Water Infrastructure Upgrades and authorize the Mayor to sign the corresponding agreement in a form approved by the City Attorney.


Derek Nguyen, Ph.D., P.E.
Director of Water Resources


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH TETRA TECH, INC.**

This Professional Services Agreement (“Agreement”) is made and effective as of February 27, 2024 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Tetra Tech, Inc., a California corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2024, and may be renewed by City with the concurrence of Consultant for any successive one or two-year term, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$68,000.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City’s written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any

disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by giving at least thirty (30) days prior written notice to Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

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

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or

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

9. INDEMNIFICATION AND DEFENSE

A. Indemnity.

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

B. Duty to Defend.

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

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

10. INSURANCE

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

11. **INDEPENDENT CONSULTANT**

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or sub-Consultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or sub-Consultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

C. In the event that Consultant or any employee, agent, subcontractor, or sub-Consultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or sub-Consultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and sub-Consultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not

limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or sub-Consultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or sub-Consultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right,

but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

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

To the City: City of Lakewood 5050 Clark Avenue
Lakewood, CA 90712
Attention: Director of Water Resources

To Consultant: Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614-5227
Attention: Tom Epperson, PE

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

24. WAIVER

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

25. SEVERABILITY

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

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the secretary, any Assistant secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A Consultant Proposal
 Exhibit B Insurance

Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

February 6, 2024

Anthony Manzano
Assistant Director of Water Resources
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Reference: Proposal to Provide Professional Engineering Services for Preliminary Water Main Replacement Project (Portions of Del Amo Blvd, Paramount Blvd, South Street, and Palo Verde Ave)

Dear Mr. Manzano,

Per your email dated January 18, 2024, and our supplemental Teams conversation on January 22, 2024, the City is requesting Tetra Tech provide a proposal to assess existing pipe conditions and prepare preliminary plans for the relocation of select water mains within portions of Del Amo Boulevard, Paramount Boulevard, and South Street. Many of the existing water mains within these streets are aging, nearing or have exceeded their useful life, requiring replacement to maintain the integrity of the City's potable water system.

The City has asked Tetra Tech to (1) assess the pipelines within these streets based on age, leakage, and pipe material and determine which need to be replaced; and (2) prepare a set of preliminary plans for the selected water mains. This letter proposal is for the following scope of work items:

SCOPE OF WORK

Task No. 1: Project Management

At the start of the project, Tetra Tech will hold a "kickoff" meeting with City staff to discuss the scope and parameters to complete the work. We have included one (1) additional meeting to review the City's 50% comments before finalizing the plans. We have assumed each meeting will be one (1) hour and be conducted via telephone conference.

This task also includes project coordination, schedule and budget monitoring, quality assurance review, and contract administration. We will prepare and submit monthly invoices along with project summary letters.

Task No. 2: Water Main Assessments

As part of the water main assessments, Tetra Tech will review City-provided data on pipeline age, material, and leakage rates. Based on the atlas maps provided by the City, there are about 20,000 linear feet of 4-inch to 20-inch diameter pipe to be assessed within the project area. We will evaluate each pipe segment and identify if some of the pipelines have recently been replaced per available record plans. We will present our recommendations in a short Preliminary Design Technical Memorandum (PDTM), delineating our findings in spreadsheet format. After the City's review of the PDTM and direction/confirmation on which water mains to replace, Tetra Tech will proceed with preparing the preliminary design plans. A table of the linear footage is presented on the following page.

| Street Name | Limits | Pipe Size (in) | Existing Material | Length (ft) |
|------------------------------|---|----------------|-------------------|---------------|
| Del Amo Blvd | East of Maybank | 8 | PVC | 100 |
| Del Amo Blvd | Deeboyar Crossing | 10 | STL | 100 |
| Paramount Blvd | Del Amo to Yearling | 8 | PVC | 900 |
| Paramount Blvd | Del Amo to Yearling | 16 | CCP | 1,070 |
| Paramount Blvd | Yearling to Candlewood | 16 | CCP | 1,600 |
| Paramount Blvd | Yearling to Candlewood | 20 | CCP | 100 |
| South St | Coke to Hayter | 12 | AC | 260 |
| South St | at Hayter | 8 | CI | 185 |
| South St | Oliva to Lakewood | 8 | CI | 660 |
| South St | Lakewood to Bonfair | 10 | CI | 620 |
| South St | Sunfield to Fidler | 8 | AC | 1,200 |
| South St | Sunfield to Fidler | 10 | CI | 1,200 |
| South St | at Clark | 8 | STL | 120 |
| South St | at Autry | 4 | CI | 115 |
| South St | Autry to Briercrest | 10 | CI | 1,200 |
| South St | at Ocana | 8 | STL | 90 |
| South St | Ocana to Woodruff | 8 | AC | 1,100 |
| South St | Ocana to Woodruff | 10 | PVC (RW) | 1,100 |
| South St | at Woodruff | 8 | STL | 150 |
| South St | Woodruff to Spahn | 12 | PVC (RW) | 900 |
| South St | Woodruff to Spahn (in shopping center) | 8 | AC | 700 |
| South St | Woodruff to Spahn | 8 | AC | 900 |
| South St | Gondar to Canehill | 8 | AC | 650 |
| South St | Snowden to Canehill | 8 | AC | 300 |
| South St | Snowden to Canehill | 12 | PVC (RW) | 300 |
| South St | at Carfax | 8 | STL | 170 |
| Palo Verde | South to Droxford | 6 | AC | 910 |
| Palo Verde | South to Arlington (183 rd) | 20 | CCP | 2,700 |
| Palo Verde | at Lindstrom Elementary | 14 | DIP | 100 |
| South St | at Palo Verde (in 30" steel casing) | 20 | CCP | 200 |
| Total Pipeline Length | | | | 19,700 |

Task No. 3: Preliminary Plans

Regardless of what percentage of the pipelines will be recommended for replacement based on the assessment, the base mapping for the entire project area is still required because there are multiple water mains within each street, typically one a water main on each side of the street

sometimes within frontage roads. Therefore, we will prepare base mapping for the entire project area. This work effort will include plotting of street centerline, right-of-way, and wet/dry utilities.

We propose to perform our document research immediately upon issuance of the Notice to Proceed. Tetra Tech will obtain the street centerline and right-of-way maps for use in plotting the base map. We will determine utilities to contact within the affected streets via USA Dig-Alert. Tetra Tech will then prepare letter requests and accompanying exhibits for the project area for the City to send to the various utility agencies. The City has offered to submit these requests and relay the record information provided to mitigate the document acquisition costs. Lately, we have noted this process takes anywhere from 4-6 weeks to receive all relevant information.

After the utilities are plotted, we will perform a field walk to look for visible surface features of infrastructure (e.g., valve cans, trench scars, vaults, etc.) as some utility owners do not belong to USA Dig Alert, and others respond with only partially completed information. We have learned to take the extra steps to verify potential underground infrastructure. Once a comprehensive base map has been prepared, we will design a preliminary alignment for the various water main replacements in plan view only. We propose to double the viewports on each plan sheet to enable more linear feet to be shown and designed on each. The following table shows the proposed project plan sheets.

| Title | Number of Sheets |
|---|------------------|
| Title Sheet, Vicinity Map, Key Map, Sheet Index, and General Notes | 1 |
| Construction Notes, Abbreviations, Legend, Estimated Quantities | 1 |
| Paramount Blvd – Del Amo Blvd to Candlewood Street (includes Deeboyar Ave, Maybank Ave) | 3 |
| South Street – Lakewood Blvd to Bonfair Ave (includes Hayter) | 1 |
| South Street – Sunfield Ave to Fidler Ave | 1 |
| South Street – Autry Ave to Briercrest Ave (includes a portion of Fidler) | 2 |
| South Street – Ocano Ave to Woodruff Ave | 1 |
| South Street – Woodruff Ave to Spahn Ave South Street – Gondar Ave to Canehill Ave (includes shopping center) | 1 |
| Palo Verde Ave – South St to Arlington St (183 rd St) | 3 |
| Total Number of Sheets | 14 |

Task No. 4: Construction Cost Estimate

Tetra Tech will prepare a 50% construction cost estimate for the project with unit costs based on recent bids within the area.

Exclusions

This scope of work excludes topographical survey, section views, preparation of specifications, pothole investigations, procurement of permits, traffic control plans, or preparation of Division of Drinking Water (DDW) documents.

SCHEDULE

Below are the anticipated milestone submittal dates:

| Milestone Tasks | Anticipated Dates |
|---|-----------------------------------|
| Kick-Off Meeting | February 28, 2024 |
| Utility Research/Base Map Preparation (by City and Tetra Tech) | February 28, 2024 – April 5, 2024 |
| PDTM | March 13, 2024 |
| City Review Complete | March 20, 2024 |
| Draft 50% Submittal | April 19, 2024 |
| City Review Complete | April 26, 2024 |
| 50% Submittal | May 17, 2024 |

FEE

We propose to complete this work for a Time and Materials Not-to-Exceed fee of \$68,000. Attached herewith is the cost and labor hour breakdown for our fee. Tetra Tech will negotiate with the City if, after the assessment of the pipelines, the required number of plan sheets is reduced.

We look forward to your positive response to our proposal to provide professional engineering services. Should you require additional information or have any questions, please feel free to contact me at (949) 809-5156 or via email at tom.epperson@tetrattech.com.

Sincerely,



Tom Epperson, PE
Vice President



Exhibit A 2024

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Project Management

| | |
|---------------------|----------|
| Project Manager 1 | \$220.00 |
| Project Manager 2 | \$260.00 |
| Sr Project Manager | \$305.00 |
| Program Manager | \$340.00 |
| Principal in Charge | \$340.00 |

Construction

| | |
|----------------------------|----------|
| Construction Project Rep 1 | \$80.00 |
| Construction Project Rep 2 | \$90.00 |
| Sr Const Project Rep 1 | \$110.00 |
| Sr Const Project Rep 2 | \$120.00 |
| Construction Manager 1 | \$170.00 |
| Construction Manager 2 | \$190.00 |
| Construction Director | \$235.00 |

Engineers

| | |
|------------------------|----------|
| Engineering Technician | \$90.00 |
| Engineer 1 | \$115.00 |
| Engineer 2 | \$115.00 |
| Engineer 3 | \$130.00 |
| Project Engineer 1 | \$150.00 |
| Project Engineer 2 | \$175.00 |
| Sr Engineer 1 | \$165.00 |
| Sr Engineer 2 | \$185.00 |
| Sr Engineer 3 | \$210.00 |
| Principal Engineer | \$300.00 |

General & Administrative

| | |
|--------------------------|----------|
| Project Assistant 1 | \$67.00 |
| Project Assistant 2 | \$75.00 |
| Project Administrator | \$95.00 |
| Sr Project Administrator | \$120.00 |
| Sr Graphic Artist | \$130.00 |
| Technical Writer 1 | \$97.00 |
| Technical Writer 2 | \$124.00 |
| Sr Technical Writer | \$155.00 |

Planners

| | |
|--------------|----------|
| Planner 1 | \$104.00 |
| Planner 2 | \$115.00 |
| Sr Planner 1 | \$125.00 |
| Sr Planner 2 | \$151.00 |
| Sr Planner 3 | \$175.00 |

Information Technology

| | |
|-----------------------------------|----------|
| Systems Analyst / Programmer 1 | \$77.00 |
| Systems Analyst / Programmer 2 | \$115.00 |
| Sr Sys Analyst / Programmer 1 | \$130.00 |
| Sr Systems Analyst / Programmer 2 | \$196.00 |

Designers & Technicians

| | |
|-------------------|----------|
| CAD Technician 1 | \$65.00 |
| CAD Technician 2 | \$75.00 |
| CAD Technician 3 | \$90.00 |
| CAD Designer | \$105.00 |
| Sr CAD Designer 1 | \$125.00 |
| Sr CAD Designer 2 | \$150.00 |
| CAD Director | \$155.00 |
| Survey Tech 1 | \$50.00 |

Project Accounting

| | |
|--------------------|----------|
| Project Analyst 1 | \$90.00 |
| Project Analyst 2 | \$114.00 |
| Sr Project Analyst | \$155.00 |

Reimbursable In-House Costs:

| | |
|-------------------------------|--------------|
| Photo Copies (B&W 8.5"x11") | \$0.15/Each |
| Photo Copies (B&W 11"x17") | \$0.40/Each |
| Color Copies (up to 8.5"x11") | \$2.00/Each |
| Color Copies (to 11"x17") | \$3.00/Each |
| Compact Discs | \$10/each |
| Large format copies | \$0.40 S.F. |
| Mileage-Company Vehicle | \$0.80/mile |
| Mileage-POV | \$0.55/mile* |

*current GSA POV mileage rate subject to change

Health & Safety

| | |
|----------------------|----------|
| H&S Administrator | \$95.00 |
| Sr H&S Administrator | \$115.00 |
| H&S Manager | \$145.00 |

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subconsultant will be billed at cost plus 15%.



Price Proposal

Labor Plan

Price Summary / Totals

7 Resource

Task Pricing Totals 68,000

Specify Add'l Fees on Setup 0

Technology Use Fee

Total Price 68,000

**Lakewood-WM Replacement
(Del Amo/Paramount/South/Palo Verde)**

Evaluation and Preliminary Design of WM in City of Lakewood

Proj Area >

Civil/Mech Civil/Mech Civil/Mech Civil/Mech Civil/Mech Civil/Mech Civil/Mech

Submitted to: City of Lakewood
(Attn: Anthony Manzano)

Contract Type: T&M

Pricing by Resource

Project Phases / Tasks

Total Labor Hrs

Civil/Mech

Principal in Charge (Tom Esperson)

Pr Project Manager (Neha Sajjar)

Pr Engineer 2 (Erica Jenkins)

Project Engineer 1 (Jamie McElyea)

Engineer 2 (Justin Clark)

Engineer 1 (Sanjiv Malli)

Pr Project Administrator (Deana Escamilla)

Labor

ODCs

Task Pricing Totals

464 4 32 70 68 214 74 2 67,630 370 68,000

Task 1 - Project Management

20 2 16 2 - - - - 5,930 - 5,930

1.1 Project Meetings (2)

4 2 2 4 4 4 4 4 980 980

1.2 Project Management (3 months)

6 6 1,830 1,830

1.3 Quality Assurance

10 2 8 3,120 3,120

Task 2 - Water Main Assessments

39 - 2 17 8 10 - 2 6,345 247 6,592

2.1 Records Research/Evaluation

12 4 4 4 1,800 247 2,047

2.2 Prepare PDTM and Spreadsheet

24 2 12 4 4 4,130 4,130

2.3 Address PDTM Comments with City

3 1 2 415 415

Task 3 - Preliminary Plans

389 2 12 45 52 204 74 - 52,435 123 52,558

3.1 Utility Research (Coordination with City)

16 4 12 1,980 1,980

3.2 Base map Preparation

64 12 12 40 8,620 8,620

3.3 Field Visit

48 24 24 5,520 123 5,643

3.4 Prepare Preliminary Design (50%)

261 2 12 33 36 128 50 - 36,315 - 36,315

A. Title Sheets (2)

13 - 1 4 8 1,705 1,705

B. Preliminary Alignment Sheets (12)

248 - 2 12 32 32 120 50 34,610 34,610

Task 4 - Construction Cost Estimate

16 - 2 6 8 - - - 2,920 - 2,920

4.1 Prepare 50% Cost Estimate

16 2 6 8 2,920 2,920

Totals 464 4 32 70 68 214 74 2 67,630 370 68,000

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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TO: The Honorable Mayor and City Council

SUBJECT: Preview of 2024 Earth Walk Event

INTRODUCTION

Earth Walk is a family friendly event coordinated by the Recreation and Community Services, with assistance from the Public Works Departments. This free event, which educates the public on protection of the environment and natural resources as well as general conservation, is scheduled for Saturday, March 16, from 10 a.m. to 1 p.m. at Monte Verde Park.

STATEMENT OF FACTS

Since 2005, Earth Walk has presented visitors with environmental practices that promote a healthy and sustainable future. Youth scouting groups and families with children are traditionally among the 500-plus visitors who attend the event each year.

As participants enter the park, they are provided a “Passport to Planet Earth.” Environmentally conscious businesses, City of Lakewood departments and Lakewood community groups set up displays along Monte Verde’s quarter mile accessible path. Along the way, event attendees discover how they can protect the environment and get their passports stamped by the various participating vendors. Upon completion, their passport can be redeemed for this year’s collectible item, “Stinky” the Skunk.

This year’s vendor and display booths will include:

- City of Lakewood Water Resources – promoting water conservation
- City of Lakewood Public Works Department – oil recycling kit distribution
- SEAACA – animal adoption information
- Sweeping Corporation of America – street sweeper display
- Lakewood Community Gardens – members will demonstrate planting tips for the backyard
- Norm Reeves Honda – showcasing an energy efficient vehicle
- Lakewood’s Libraries – book and book markers distributed to youth
- EDCO Waste & Recycling Services
- Weingart Senior Center and DASH Transportation – senior activities and transportation opportunities

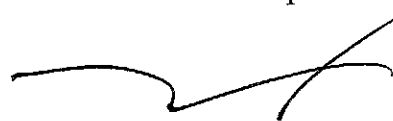
In addition to the learning stations, the event will feature take home crafts and a special visit from Woody the Tree. Adults and children are also invited to enjoy a staff-led nature walk and talk, scavenger hunt, interact with live farm animals and plant a seed for their home garden.

Preview of 2024 Earth Walk Event
February 27, 2024
Page Two

RECOMMENDATION

It is the recommendation of staff that the City Council receive and file the report on the Preview of 2024 Earth Walk Event.

Valarie Frost, Director *VF*
Recreation and Community Services



Thaddeus McCormack
City Manager

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*Housing
Successor*

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 2/8/2024**

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

| | | |
|------|--------------------------|------------------|
| 3901 | HOUSING SUCCESSOR AGENCY | 36,100.00 |
| | | <hr/> |
| | | 36,100.00 |

Council Approval

Date

City Manager

Attest

City Clerk

Director of Finance and Administrative Services

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

| CHECK DATE | VENDOR NAME | CHECK AMOUNT |
|-----------------------|--|-------------------------|
| 02/08/2024 | CHICAGO TITLE COMPANY | 100.00 |
| 02/08/2024 | MCRAE. JAMES AND SUSAN AND THE CITY OF LAK | 18,000.00 |
| 02/08/2024 | STEVENSON. MICHAEL AND THE CITY OF LAKEWC | 18,000.00 |
| | Totals: | 36,100.00 |