

AGENDA

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

April 23, 2024

ADJOURNED MEETING:

6:00 p.m.

CLOSED SESSION:

EXECUTIVE BOARD ROOM

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code §54957.6

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

Employee Organization: Lakewood City Employees' Association

OPEN SESSION:

WATER RATE STUDY - It is recommended that the City Council approve commencement of the public noticing process for changes in the water rate fee structure as outlined by the City Council and to occur in time for a public hearing at the City Council meeting on June 11, 2024.

CALL TO ORDER

7:30 p.m.

INVOCATION: Reverend Dr. Paul Kim, Trinity United Methodist Church

PLEDGE OF ALLEGIANCE: Scout Troop 134

ROLL CALL: Vice Mayor Todd Rogers
Council Member David Arellano
Council Member Cassandra Chase
Council Member Steve Croft
Council Member Jeff Wood

FILLING THE VACANCY OF OFFICE OF MAYOR

Election of Mayor and Vice Mayor (Interim)

ADOPTION OF SIGNATURE RESOLUTIONS FOR THE REORGANIZATION OF THE CITY COUNCIL - Staff recommends City Council adopt proposed resolutions.

- a. Resolution No. 2024-7; Authorizing City Treasurer to Deposit Funds for Safekeeping and Investment and Authorizing Withdrawal of Funds from Depositories
- b. Resolution No. 2024-8; Authorizing Use of Facsimile Signature of Mayor in Execution of Public Securities and Instruments of Payment
- c. Resolution No. 2024-9; Authorizing Use of Facsimile Signature of Vice Mayor in Execution of Public Securities and Instruments of Payment

City Council Agenda

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ANNOUNCEMENTS AND PRESENTATIONS:

Presentation by Captain Holguin, Lakewood Sheriff's Station, Regarding Quarterly Public Safety Report

Presentation by Maria Jimenez, Ambassador from Donate Life

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 March 26, and April 9, 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 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.

RI-5 MONTHLY REPORT OF INVESTMENT TRANSACTIONS - MARCH 2024 - Staff recommends City Council receive and file the report.

RI-6 QUARTERLY SCHEDULE OF INVESTMENTS AS OF MARCH 31, 2024 - Staff recommends City Council receive and file the report.

RI-7 QUARTERLY BUDGET REPORT OF MAJOR FUNDS AS OF MARCH 31, 2024 - Staff recommends City Council receive and file the report.

RI-8 PURCHASE OF MICROSOFT OFFICE 365 SOFTWARE - Staff recommends the City Council authorize the City Manager or his designee to approve a purchase order with CDW-Government, LLC, for the procurement of Microsoft Office 365 (Government Edition) in an amount not to exceed \$64,655 per year for a three-year term.

RI-9 RESOLUTION NO. 2024-10; ESTABLISHING DISABLED PERSON DESIGNATED PARKING ON THE WEST SIDE OF CLARK AVENUE - Staff recommends the City Council adopt the proposed resolution.

RI-10 RESOLUTION NO. 2024-11; ADOPTING THE 2021 EDITION OF THE STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION - Staff recommends the City Council adopt the proposed resolution.

RI-11 RESOLUTION NO. 2024-12; ADOPTING THE 2024 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - Staff recommends the City Council adopt the proposed resolution.

RI-12 PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL RANESES FOR ADMINISTRATIVE HEARINGS - Staff recommends the City Council approve the professional service agreement with Michael Ranese for administrative hearing officer services.

City Council Agenda

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ROUTINE ITEMS: - Continued

RI-13 MASTER SERVICES AGREEMENT WITH OPENGOV - Staff recommends the City Council authorize the Mayor to sign the Master Services Agreement and order form with OpenGov for the implementation of their electronic plan review software.

RI-14 AGREEMENT FOR 2024 CIVIC CENTER BLOCK PARTY ATTRACTIONS AND GAMES - Staff recommends the City Council authorize the Mayor to execute the Agreement for the 2024 Civic Center Block Party attractions and games with Elite Special Events subject to approval as to legal form by the City Attorney.

PUBLIC HEARING:

1.1 INTRODUCTION OF ORDINANCE TO AUTHORIZE BACKYARD BEEKEEPING OF HONEYBEES - The Planning and Environment Commission recommends City Council introduce proposed ordinance and approve the associated CEQA exemption.

LEGISLATION:

2.1 APPOINTMENT OF MEASURE L CITIZENS OVERSIGHT COMMITTEE MEMBERS; AND RESOLUTION NO. 2024-13; APPROVING APPOINTMENTS TO CITY COMMISSIONS - Staff recommends City Council adopt proposed resolution.

REPORTS:

3.1 APPOINTMENTS TO GOVERNMENTAL ASSOCIATIONS, ORGANIZATIONS & COMMITTEES - Mayor recommends City Council approve appointments.

3.2 AUTHORIZE PURCHASE OF HOWARD L. CHAMBERS MEMORIAL TENNIS COURT MONUMENT SIGN - Staff recommends the City Council authorize staff to issue a Purchase Order to Trade Signs of Anaheim for the purchase and installation of the monument sign in the amount of \$12,862.51.

3.3 PAN AM FIESTA PREVIEW - Staff recommends the City Council receive and file the report.

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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

Adjourned

COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Water Rate Study

INTRODUCTION

In late 2023 the City Council approved an agreement with Raftelis Financial Consultants, Inc. (RFC) to prepare a water rate study for the City. RFC is familiar with the City's water operations as it has previously conducted the same study for the City in 2017 and 2021.

Over the last few months, RFC has examined the City's operations and developed a multi-year water rate structure for the City's review. The results update the 2021 study and refine the existing rate structure, allow for continued fiscal stability, promote ongoing water conservation, and integrate the nexus requirement between rates and their costs.

STATEMENT OF FACT

RFC's methodology for determining the rate structure involved three steps:

- Setting the financial goals and reserve levels
- Evaluating capital projects, financing and cash flow analysis
- Cost allocations and rate design

Financial goals, policies and reserve levels

First the rate structure RFC developed must meet current legal provisions, which includes the cost of service requirements of Proposition 218 and 26 (the nexus) and the various legislative actions relating to water conservation. The rate structure also includes tiers that are designed to promote conservation.

A key component of the proposed rate structure is for it to maintain desired reserve levels that are recognized as best practices for water agencies. They include:

- An operating reserve of 90 days (25% of operations and maintenance budget)
- A capital reserve equivalent to the 5-year average spent on capital improvement projects
- A rate stabilization reserve equivalent to 10 percent of consumption (commodity) revenue.

Evaluating capital projects, financing and cash flow analysis

The capital improvement projects (CIP) projection used in the rate study is based on anticipated projects over the next five years. Funding for the CIPs is projected to be from a "save then pay" method, as opposed to issuing debt. Cash flow is largely contingent on water sales and the study anticipates water sales to remain consistent over the next five years with no growth.

Cost allocations and rate design

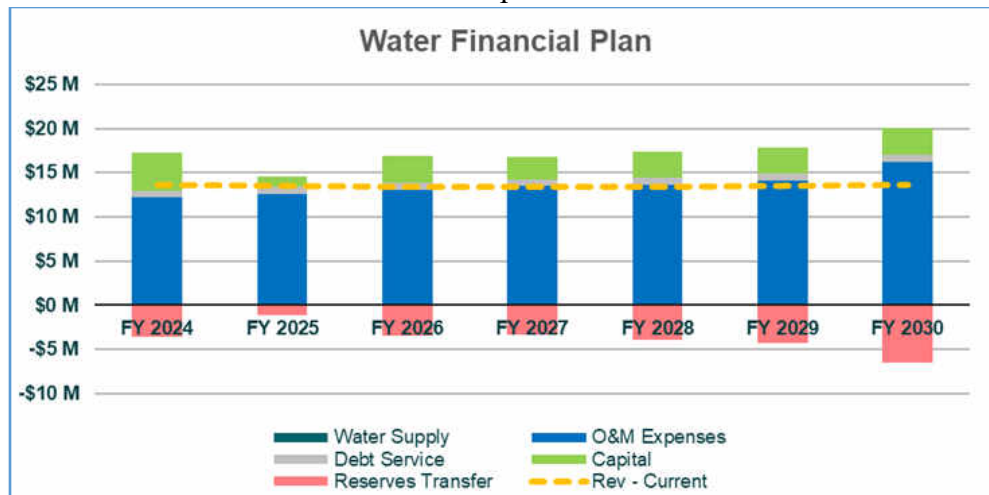
The rate structure developed is based on the cost of service and each rate is built by identifying the nexus and the allocation of various cost components. These cost components are water supply, delivery, extra capacity for peak flow, desired conservation, meter maintenance, and customer service. Based on industry standards, the costs of water supply, delivery conservation and a portion of the extra capacity costs are covered by the commodity/volumetric rate. The cost of meter maintenance, customer services and the remaining portion of extra capacity are covered by the fixed meter rate.

The developed rate structure includes meter rates for all sizes of meters for regular use and for fire, and three commodity rates for single family residence (SFR), multi-family residence (MFR), irrigation (potable), and non-residential (commercial, institution, fire).

Water Fund Reserves

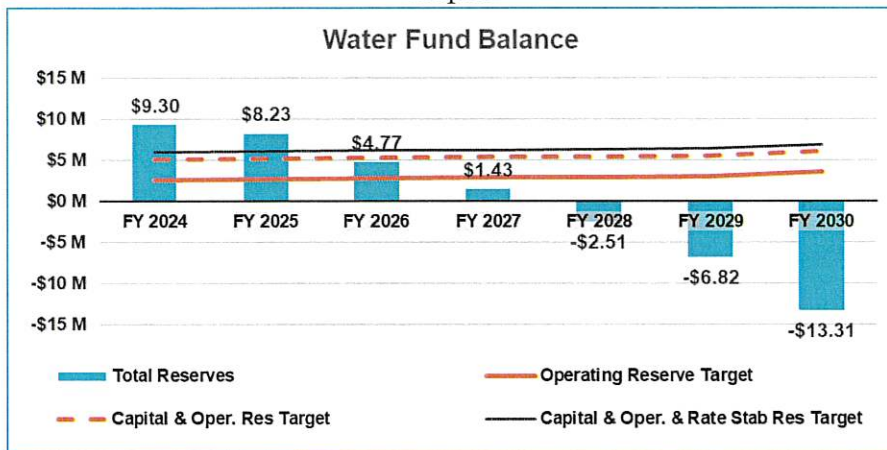
The rate study found that while current fund reserve amounts are adequate, without rate adjustments they will begin to deplete below acceptable levels in future years. Following is a graph illustrating the City’s water operations if no rate increases were implemented. Forecasted revenues would remaining flat (horizontal dotted line) when compared to the various anticipated expenses (stacked bars) growing over time. The result is an annual shortfall (red bars) that would be growing and only addressed by transferring (utilizing) reserve funds.

Graph 1



Obviously, the scenario above would eventually deplete fund reserves. As shown below, the three previously-identified reserve targets are adequately met initially and erode in a relatively short period of time.

Graph 2

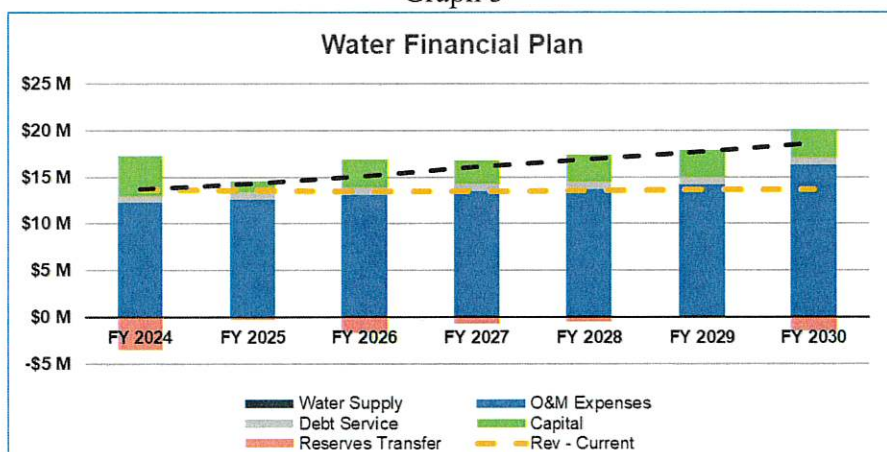


Staff has been working with RFC in modifying assumptions and recommendations based on prior year experience and future outlook. Adopting changes to the City’s water rates assures that the City’s Water Utility Fund will continue to be well-positioned to support all necessary operational and capital needs into the future.

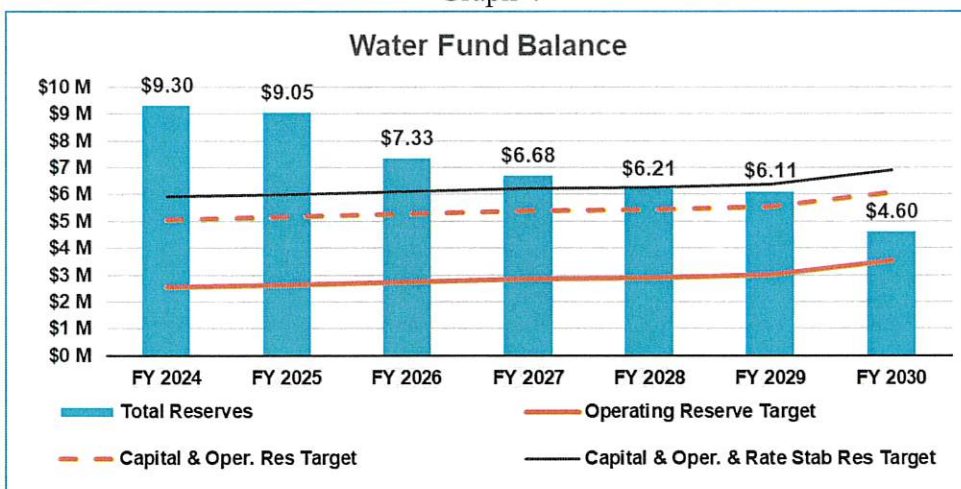
After much review of multiple rate adjustment scenarios, RFC and staff found that an annual seven percent (7%) increase over a three-year period would provide the needed financial stability and better position the City’s operations for the future. As in the past, subsequent year rate increases would still be necessary. RFC and staff will be presenting more detailed information (including specific utility bill impacts) to the City Council’s Water Resources Committee (WRC) at their meeting on Monday, April 22nd. This will provide an opportunity for more discussion and feedback from the WRC that staff will present to the City Council during Tuesday’s study session.

For illustrative purposes, Graphs 3 and 4 below (updated versions of Graphs 1 and 2) show the effect of the proposed rate adjustments on the fund’s financial outlook. While Graph 3 anticipates the use of some fund reserves, it does so in a coordinated and less-invasive manner. Each graph shows the effects of a 7% rate increase for three years (FY 2025, FY 2026, and FY 2027). Again, for illustrative purposes subsequent fiscal years (starting in FY 2028) reflect a 5% increase. In this scenario Graph 4 shows that the fund balance would meet all three of the reserve targets through FY 2028 and two of the three in FY 2029.

Graph 3



Graph 4



Rate Setting Decision

The City adopts a biennial budget, with water rates having been reviewed and set on a three-year basis in recent years. Some agencies adopt rates for a five-year timeframe. Monday’s WRC meeting will provide an opportunity for discussion and recommendations regarding the term for any proposed rate adjustments. Regardless of the time period, a key rate-setting element is the public outreach and education of customers to provide transparency and understanding of the expected rate adjustments.


Public Notice Requirements

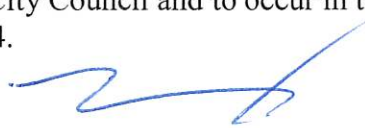
To comply with Proposition 218, before a water rate adjustment is proposed to the City Council, the City must mail a notice to every customer specifying the date of a public hearing and the maximum proposed rate adjustment to be considered. This would likely be done through a stand-alone mailing. A public hearing must be held no sooner than 45 days after the last notice is mailed. In the past, the City has determined that only written protests received by the time of the hearing will be considered.

The City’s WRC has a key role in reviewing this information and making a recommendation prior to the City Council taking action. Given that this report is being written prior to the WRC meeting on Monday, April 22nd, staff will gather the Committee’s feedback and, if needed, provide a revised Council agenda report before Tuesday night’s City Council meeting.

Recommendation

It is recommended that the City Council approve commencement of the public noticing process for changes in the water rate fee structure as outlined by the City Council and to occur in time for a public hearing at the City Council meeting on June 11, 2024.


 Jose Gomez
 Director of Finance & Administrative Services


 Thaddeus McCormack
 City Manager

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COUNCIL AGENDA
April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Filling of Vacancy of Office of Mayor

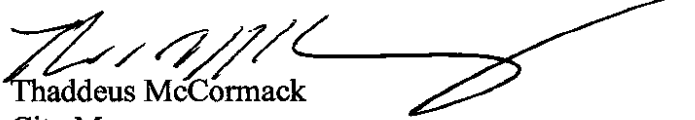
STATEMENT OF FACT

- Pursuant to Government Code §36801, the City Council must choose a mayor and mayor pro tempore (vice-mayor) from its members subsequent to the Certification of the results of a Councilmanic election.
- On July 11, the City Council selected Ariel Pe and Todd Rogers to serve as Lakewood's Mayor and Vice Mayor, respectively, from July 11 through July 2024.
- The City of Lakewood recently held elections for City Council Districts 3 and 4 respectively, the result of which was the election of Councilmembers Arellano and Wood, as well as the vacation of the office of Mayor.

Accordingly, the City Council should open nominations for Office of Mayor and Vice Mayor. The City Council may want to direct staff to bring back the reorganization of Council offices on July 9, 2024, to correspond with the previously established annual reorganization of offices.

RECOMMENDATION

Pleasure of the City Council.


Thaddeus McCormack
City Manager

RESOLUTION NO. 2024-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE CITY TREASURER TO DEPOSIT FUNDS FOR SAFEKEEPING AND INVESTMENT AND AUTHORIZING WITHDRAWAL OF FUNDS FROM DEPOSITORIES

WHEREAS, Article 2 of Chapter 4 of Division 2 of Title 5 of the Government Code pertains to the deposit and investment of funds of local agencies; and

WHEREAS, pursuant thereto the City Treasurer, with the approval of the City Council, may deposit money necessary to pay the principal and interest on bonds in a bank within or without the State at the place where they are payable. The City Treasurer further is required to deposit the funds of the City in active and inactive deposits in State or national banks, with the objective of realizing maximum return, consistent with prudent financial management; and

WHEREAS, the City Council has from time to time authorized the City Treasurer to invest said funds in certain banks; and

WHEREAS, the City Treasurer would have more flexibility and be better able to carry out the mandate of the law if the City Treasurer, from time to time, may make the determination as to those depositories or investments in which the City's funds are to be placed, all subject to the terms and provisions of said Article 2 of Chapter 4 of Division 2 of Title 5 of the Government Code of the State of California.

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

SECTION 1. Resolution No. 2023-49 pertaining to the deposit and withdrawal of funds is hereby repealed.

SECTION 2. Pursuant to Article 2 of Chapter 4 of Division 2 of Title 5 of the Government Code of the State of California, the City Treasurer is hereby authorized and directed to deposit all funds of the City of Lakewood as therein specified in active or inactive accounts bearing the highest rate of interest as specified in said Government Code, or to invest said funds in those securities as therein specified in said Government Code, all subject to the terms and provisions of Chapter 4 of Title 5 of the Government Code of the State of California.

SECTION 3. The City Treasurer is authorized and directed to execute all necessary documents, authorization and depository agreements to carry out the foregoing. Any State or national bank depository is hereby requested, authorized and directed to honor all checks, drafts or other orders for payment drawn in the City's name on said accounts so made and entered into by the City Treasurer under the manual, electronic, or facsimile signature of Thaddeus McCormack or Jose Gomez; and where countersigned by either the manual, electronic, or facsimile signature of _____, Mayor, or that of _____, Mayor Pro Tem. Said depository shall be entitled to honor and to charge to the City of Lakewood for all such checks for the payment of money regardless of, by whom, or by what means the actual or purported facsimile signature or signatures resemble the electronic specimen from time to time filed with the depository by the City Treasurer.

SECTION 4. The City Clerk is directed to certify to the adoption of this resolution and to procure from each depository selected by the City Treasurer the necessary signature clauses, cards, or authorizations. The City Treasurer is directed to keep on file with each depository selected by him the facsimile signature of the Mayor and Mayor Pro Tem and from time to time file with the depository any changes in said facsimile specimen.

ADOPTED AND APPROVED THIS 23RD DAY OF APRIL 2024, BY THE FOLLOWING ROLL CALL VOTE:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Council Member Chase	_____	_____	_____
Council Member Rogers	_____	_____	_____

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE USE OF THE MANUAL, FACSIMILE AND/OR ELECTRONIC SIGNATURE OF _____, MAYOR, IN THE EXECUTION OF PUBLIC SECURITIES AND INSTRUMENTS OF PAYMENT

WHEREAS, the Uniform Facsimile Signature of Public Officials Act, Chapter 6, Division 6, Title 1 of the Government Code of the State of California, authorizes the use of facsimile signature in lieu of manual signature for the execution of public securities and any instrument of payment; and

WHEREAS, _____, City Council Member of the City of Lakewood has been elected by said City Council as Mayor of the City of Lakewood; and

WHEREAS, the Mayor of the City of Lakewood is required from time to time to execute by manual signature "public securities and instruments of payment"; and

WHEREAS, the use of facsimile signature by said _____, Mayor, will greatly expedite the conducting of City business;

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

SECTION 1. _____, the Mayor of the City of Lakewood, is hereby authorized and directed to use the hereinafter certified manual, facsimile or electronic signature in lieu of manual signature in the execution of any public security or instrument of payment as provided in Chapter 6, Division 6 of Title 1 of the Government Code of the State of California.

SECTION 2. Resolution No. 2023-50 of the City Council of the City of Lakewood, authorizing the use of the manual, facsimile or electronic signature of Ariel Pe, Mayor, in the execution of public securities and instruments of payment, is hereby repealed.

SECTION 3. This resolution shall not be effective for any purpose whatsoever unless at least one signature on the execution of such public security or instrument of payment is manually subscribed by a City Officer authorized to so subscribe the same and until a certified copy of this resolution with the manual, facsimile or electronic signature of _____, Mayor, certified and attached thereto has been filed with the Secretary of State of the State of California.

ADOPTED AND APPROVED THIS 23RD DAY OF APRIL 2024, BY THE FOLLOWING ROLL CALL VOTE:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Council Member Chase	_____	_____	_____
Council Member Rogers	_____	_____	_____

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE USE OF THE MANUAL, FACSIMILE AND/OR ELECTRONIC SIGNATURE OF _____, MAYOR PRO TEM, IN THE EXECUTION OF PUBLIC SECURITIES AND INSTRUMENTS OF PAYMENT

WHEREAS, the Uniform Facsimile Signature of Public Officials Act, Chapter 6, Division 6, Title 1 of the Government Code of the State of California, authorizes the use of facsimile signature in lieu of manual signature for the execution of public securities and any instrument of payment; and

WHEREAS _____, City Council Member of the City of Lakewood has been elected by said City Council as Mayor Pro Tem of the City of Lakewood; and

WHEREAS, the Mayor Pro Tem of the City of Lakewood is required from time to time to execute by manual signature "public securities and instruments of payment"; and

WHEREAS, the use of facsimile signature by said Mayor Pro Tem, _____, will greatly expedite the conducting of City business;

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

SECTION 1. _____, the Mayor Pro Tem of the City of Lakewood is hereby authorized and directed to use the hereinafter certified manual, facsimile or electronic signature in lieu of manual signature in the execution of any public security or instrument of payment as provided in Chapter 6, Division 6 of Title 1 of the Government Code of the State of California.

SECTION 2. Resolution No. 2023-51 of the City Council of the City of Lakewood, authorizing the use of the manual, facsimile or electronic signature of Todd Rogers, Mayor Pro Tem, in the execution of public securities and instruments of payment, is hereby repealed.

SECTION 3. This resolution shall not be effective for any purpose whatsoever unless at least one signature on the execution of such public security or instrument of payment is manually subscribed by a City Officer authorized to so subscribe the same and until a certified copy of this resolution with the manual, facsimile or electronic signature of _____, Mayor Pro Tem, certified and attached thereto has been filed with the Secretary of State of the State of California.

ADOPTED AND APPROVED THIS 23RD DAY OF APRIL, 2024, BY THE FOLLOWING ROLL CALL VOTE:

	AYES	NAYS	ABSENT
Council Member Wood	_____	_____	_____
Council Member Croft	_____	_____	_____
Council Member Arellano	_____	_____	_____
Council Member Chase	_____	_____	_____
Council Member Rogers	_____	_____	_____

Mayor

ATTEST:

City Clerk

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Routine Items

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


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COUNCIL AGENDA
April 23, 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>
1. FULL-TIME EMPLOYEES				
A. Appointments	None			
B. Changes	None			
C. Separations	None			
PART-TIME EMPLOYEES				
A. Appointments				
	Eric Gonzalez Jr.	Community Services Leader II	B	03/31/2024
	Nicolas Sanchez	Maintenance Trainee I	B	04/15/2024
B. Changes	None			
C. Separations	None			


Thaddeus McCormack
City Manager

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**CITY OF LAKEWOOD
FUND SUMMARY 4/4/2024**

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	321,046.33
1025	AMERICAN RESCUE PLAN	52,277.10
1050	COMMUNITY FACILITY	6,215.99
1090	LAKEWOOD EQUESTRIAN CENTER	995.91
5010	GRAPHICS AND COPY CENTER	394.81
5020	CENTRAL STORES	5,622.18
5030	FLEET MAINTENANCE	980.18
7500	WATER UTILITY FUND	67,190.77
8020	LOCAL REHAB LOAN	208.00
8030	TRUST DEPOSIT	11,283.16
		466,214.43

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
04/04/2024	DAY RENE L	1,420.85
04/04/2024	AEF SYSTEMS CONSULTING INC	505.00
04/04/2024	HEALTH AND HUMAN RESOURCES CENTER INC	286.74
04/04/2024	AGRI-TURF DISTRIBUTING	1,124.51
04/04/2024	ALAN'S LAWN AND GARDEN CENTER INC	122.93
04/04/2024	ALAN'S LAWN AND GARDEN CENTER INC	118.01
04/04/2024	ALESHIRE & WYNDER LLP	161.00
04/04/2024	AMAZON CAPITAL SERVICES INC	1,506.02
04/04/2024	ANICETO, SANDRA	702.00
04/04/2024	ANIXTER INC	323.71
04/04/2024	ATALLA, IBRAHIM	253.50
04/04/2024	N. HARRIS COMPUTER CORPORATION	26,917.11
04/04/2024	BAY AREA DRIVING SCHOOL INC	130.00
04/04/2024	BEGINNERS EDGE SPORTS TRAINING LLC	3,365.12
04/04/2024	BELL EVENT SERVICES INC	4,700.00
04/04/2024	BIG STUDIO INC	294.37
04/04/2024	BIOMETRICS4ALL INC	6.00
04/04/2024	MANHATTAN STITCHING CO INC	4,372.50
04/04/2024	CAMERON WELDING SUPPLY	52.20
04/04/2024	CARE SOLACE INC	28,125.00
04/04/2024	CHIANG, RYAN	600.00
04/04/2024	CINTAS CORPORATION	12.35
04/04/2024	CLAVERIE. COURTNEY DAY	45.50
04/04/2024	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG LI	465.00
04/04/2024	COLOR CARD ADMINISTRATOR CORP	37.54
04/04/2024	COUCH, RON JR	240.00
04/04/2024	CN SCHOOL AND OFFICE SOLUTIONS INC	643.82
04/04/2024	D&J INTERNATIONAL INC	796.56
04/04/2024	DE LAGE LANDEN FINANCIAL SERVICES	394.81
04/04/2024	DELL MARKETING LP	6,726.55
04/04/2024	DICKSON R F CO INC	71,377.63
04/04/2024	DUNRITE PEST CONTROL INC	505.00
04/04/2024	DURAN, NICOLE	148.74
04/04/2024	PROFIT SYSTEMS INC	3,280.21
04/04/2024	FONTELA, THAO	2,076.90
04/04/2024	GARIBALDO'S NURSERY	202.86
04/04/2024	GIACHELLO, LENNY	292.50
04/04/2024	GRAINGER W W INC	1,481.49
04/04/2024	HARA M LAWNMOWER CENTER	1,654.74
04/04/2024	HI-WAY SAFETY RENTALS INC	853.00
04/04/2024	HOME DEPOT	7,239.49
04/04/2024	JHM SUPPLY INC	478.27
04/04/2024	KDC INC	794.22
04/04/2024	KILEY GREGORY THOMAS	3,750.00
04/04/2024	KIM, YVONNE	537.60
04/04/2024	KWIK-COVERS	1,199.13
04/04/2024	LANDCARE HOLDINGS INC	8,315.00
04/04/2024	LOS ANGELES CO SHERIFFS DEPT	78,521.31

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
04/04/2024	LA COUNTY DEPT OF PUBLIC WORKS	6,853.91
04/04/2024	LA COUNTY DEPT OF PUBLIC WORKS	58,096.05
04/04/2024	MACRO AUTOMATICS	14,815.88
04/04/2024	MARKLEY, ELIZABETH	312.00
04/04/2024	MAYFLOWER DISTRIBUTING COMPANY	72.27
04/04/2024	MC ENROE, BARBARA	694.20
04/04/2024	MILLER DON & SONS	949.61
04/04/2024	MOORE IACOFANO GOLTSMAN INC	17,969.01
04/04/2024	MVP'S LLC	1,000.00
04/04/2024	NEWPORT LANDING SPORTFISHING INC	1,125.00
04/04/2024	ODP BUSINESS SOLUTIONS LLC	59.42
04/04/2024	PAYMENTUS CORPORATION	10,493.16
04/04/2024	PIERSON, JEREMY L	364.80
04/04/2024	READWRITE EDUCATIONAL SOLUTIONS INC	1,267.50
04/04/2024	SAN JUAN, CLYDE J	117.00
04/04/2024	SCMAF OFFICE	335.99
04/04/2024	SIGNAL HILL AUTO ENTERPRISES INC	385.32
04/04/2024	SITEONE LANDSCAPE SUPPLY LLC	657.54
04/04/2024	SO CALIF SECURITY CENTERS INC	38.98
04/04/2024	SOLID SURFACE CARE INC	2,376.00
04/04/2024	SOMERS ENTERPRISES INC	12,540.00
04/04/2024	COMPUTER & PERIPHERALS GROUP	435.30
04/04/2024	SOUTHLAND INDUSTRIES	4,820.41
04/04/2024	SPASEFF TED C	240.00
04/04/2024	STEIN, ANDREW T	2,282.40
04/04/2024	SYWULKA JONATHAN	499.00
04/04/2024	T-MOBILE USA INC	257.60
04/04/2024	TAVERA, BRIANNA	544.88
04/04/2024	TGIS CATERING SVCS INC	5,949.25
04/04/2024	THE HITT COMPANIES	27.05
04/04/2024	THE RINKS-LAKEWOOD ICE	382.20
04/04/2024	TRANSAMERICA LIFE INSURANCE COMPANY	1,038.19
04/04/2024	TUMBLE-N-KIDS INC	15,492.10
04/04/2024	TYLER TECHNOLOGIES MUNIS DIVISION	7,259.97
04/04/2024	CELLCO PARTNERSHIP	4,204.36
04/04/2024	WAIT, STUART	15,021.50
04/04/2024	WATERLINE TECHNOLOGIES INC	1,843.38
04/04/2024	WAXIE ENTERPRISES INC	1,326.63
04/04/2024	WELLS C. PIPELINE MATERIALS	676.43
04/04/2024	WESTERN WATER WORKS SUPPLY CO	1,828.60
04/04/2024	WILLDAN ASSOCIATES	113.50
04/04/2024	WYNN, LAKYN	26.00
04/04/2024	CHICAGO TITLE COMPANY	100.00
04/04/2024	CHICAGO TITLE COMPANY	4.00
04/04/2024	CHICAGO TITLE COMPANY	100.00
04/04/2024	CHICAGO TITLE COMPANY	4.00
04/04/2024	ESTRADA, CRYSTAL	250.00
04/04/2024	FERNANDEZ, MARIA	177.41
04/04/2024	SPECKMEYER, DEBBIE	40.00

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
04/04/2024	WELCH THOMPSON, SYLVIA	4.84
04/04/2024	MJ BUSINESS INC	3,585.00
	Total:	466,214.43

**CITY OF LAKEWOOD
FUND SUMMARY 4/11/2024**

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	439,124.70
1020	CABLE TV	650.00
1030	CDBG CURRENT YEAR	3,949.88
1050	COMMUNITY FACILITY	12,381.56
1090	LAKWOOD EQUESTRIAN CENTER	35,380.49
1500	MISC-SPECIAL REVENUE FUND	12,993.65
1621	LA CNTY MEASURE R	218,540.51
1623	LA CNTY MEASURE W-REGIONAL	443.33
1630	USED OIL GRANT	7,207.13
3070	PROPOSITION "C"	1,005.04
5020	CENTRAL STORES	3,224.55
5030	FLEET MAINTENANCE	4,164.42
7500	WATER UTILITY FUND	28,142.08
8020	LOCAL REHAB LOAN	2,102.00
8030	TRUST DEPOSIT	100.00
		769,409.34

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
04/11/2024	A T & T CORP	377.74
04/11/2024	SHAKER NERMINE	1,925.00
04/11/2024	ADAMS-HILLERY SHARRON	3,225.00
04/11/2024	AGRI-TURF DISTRIBUTING	1,742.14
04/11/2024	ALL CITY MANAGEMENT SERVICES INC	10,601.76
04/11/2024	ALLIED REFRIGERATION INC	206.59
04/11/2024	AMAZON CAPITAL SERVICES INC	4,309.25
04/11/2024	ANIXTER INC	444.34
04/11/2024	ARC DOCUMENT SOLUTIONS LLC	35,560.50
04/11/2024	ARDURRA GROUP INC	59,267.64
04/11/2024	BELLFLOWER, CITY OF	696.77
04/11/2024	BEST ROLL UP DOOR INC	2,950.00
04/11/2024	TWO SHELLS ENTERPRISES INC	82.00
04/11/2024	BLUEALLY TECHNOLOGY SOLUTIONS	299.91
04/11/2024	BRIZUELA XOCHITL	1,170.00
04/11/2024	CALIF. STATE DISBURSEMENT UNIT	650.86
04/11/2024	CALIF STATE FRANCHISE TAX BOARD	1,112.91
04/11/2024	CARRION, LUIS	93.71
04/11/2024	CASSIDY'S CORNER CAFE OF LAKEWOOD LLC	206.71
04/11/2024	CINTAS CORPORATION	277.34
04/11/2024	CINTAS CORPORATION	1,075.46
04/11/2024	CJ CONCRETE CONSTRUCTION INC	218,540.51
04/11/2024	CAMERON WELDING SUPPLY	178.70
04/11/2024	DANIEL'S TIRE SERVICE INC	507.66
04/11/2024	DATA TICKET INC	250.00
04/11/2024	DIAMOND ENVIRONMENTAL SERVICES LP	560.29
04/11/2024	DUNRITE PEST CONTROL INC	130.00
04/11/2024	EDCO WASTE SERVICES LLC	4,196.25
04/11/2024	EDCO WASTE SERVICES LLC	14,585.75
04/11/2024	EEC ACQUISITION LLC	2,672.47
04/11/2024	EMPLOYMENT DEVELOPMENT DEPT	40.00
04/11/2024	ESTRADA, TERESA	75.20
04/11/2024	FLUE STEAM INC	103.78
04/11/2024	FUN EXPRESS LLC	739.44
04/11/2024	GALLS PARENT HOLDINGS LLC	219.74
04/11/2024	GARIBALDO'S NURSERY	363.00
04/11/2024	GEO PLASTICS	7,207.13
04/11/2024	GILLIBRAND P W CO INC	2,190.99
04/11/2024	H & H NURSERY	209.48
04/11/2024	HACIENDA SOSEGADO LLC	10,836.50
04/11/2024	HARA M LAWNMOWER CENTER	4,156.29
04/11/2024	LEEDAV CO INC	3,840.00
04/11/2024	HODGE PRODUCTS INC	681.96
04/11/2024	HOME DEPOT	5,181.14

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
04/11/2024	ICREATE GRAPHIX INC	29.77
04/11/2024	INDUCTIVE AUTOMATION LLC	3,298.80
04/11/2024	INFOSEND INC	10,131.07
04/11/2024	JHM SUPPLY INC	430.32
04/11/2024	KARTER, JANET	780.00
04/11/2024	KLASSEN WOOD COMPANY	8,091.66
04/11/2024	KOSMONT & ASSOCIATES INC	2,886.00
04/11/2024	LIFTECH ELEVATOR SERVICES INC	447.00
04/11/2024	LINCOLN EQUIPMENT INC	45.83
04/11/2024	LONG BEACH CITY GAS & WATER DEPT	128.94
04/11/2024	LOPEZ, ADRIANA	10,035.00
04/11/2024	LA COUNTY DEPT OF PUBLIC WORKS	8,983.58
04/11/2024	MACAULAY CHRISTINA	275.00
04/11/2024	MOSES-CALDERA, ISABEL	312.00
04/11/2024	NESTLE WATERS NORTH AMERICA	214.79
04/11/2024	O'REILLY AUTOMOTIVE STORES INC	175.01
04/11/2024	OPUS INSPECTION INC	1,405.69
04/11/2024	PAYMENTUS CORPORATION	7,519.99
04/11/2024	US BANCORP ASSET MANAGEMENT INC	2,913.99
04/11/2024	PICKLER, KELLI	103.84
04/11/2024	POLLARD JOSEPH G COMPANY INC	1,757.81
04/11/2024	LONG BEACH PUBLISHING CO	2,159.88
04/11/2024	FORREST L STORY	750.00
04/11/2024	QUADIENT LEASING USA INC	492.26
04/11/2024	RAYVERN LIGHTING SUPPLY CO INC	476.28
04/11/2024	RODRIGUEZ, EDIANNE	501.95
04/11/2024	SECURITAS TECHNOLOGY CORPORATION	3,731.69
04/11/2024	SERVICEWEAR APPAREL INC	208.53
04/11/2024	SITEONE LANDSCAPE SUPPLY LLC	10,495.04
04/11/2024	SO CALIF SECURITY CENTERS INC	70.70
04/11/2024	MWB COPY PRODUCTS INC	115.76
04/11/2024	SOUTHERN CALIFORNIA EDISON CO	101,684.72
04/11/2024	SOUTHERN CALIFORNIA GAS CO	611.08
04/11/2024	SOUTHLAND INDUSTRIES	20,375.94
04/11/2024	SOUTHWEST PATROL INC	21,648.00
04/11/2024	TD SPORTS INC	27,811.00
04/11/2024	STEPHENS, ERIC	234.00
04/11/2024	SU CASA ENDING DOMESTIC VIOLENCE	265.00
04/11/2024	SULLY MILLER	642.60
04/11/2024	SUPERIOR COURT OF CALIFORNIA	7,125.00
04/11/2024	SUPERIOR COURT OF CALIFORNIA	10,050.00
04/11/2024	T2 SYSTEMS INC	95.00
04/11/2024	TERRA REALTY ADVISORS INC	4,824.31
04/11/2024	THE RINKS-LAKEWOOD ICE	327.60

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
04/11/2024	THURSTON ELEVATOR CONCEPTS INC	298.00
04/11/2024	TOVAR, ROBERT	87.45
04/11/2024	TURF STAR	383.54
04/11/2024	UNDERGROUND SERVICE ALERT	354.75
04/11/2024	URBAN CONSTRUCTION AND DESIGN SOLUTIONS	2,867.00
04/11/2024	HD SUPPLY INC	997.64
04/11/2024	CELLCO PARTNERSHIP	1,636.86
04/11/2024	WATERLINE TECHNOLOGIES INC	3,787.31
04/11/2024	WAXIE ENTERPRISES INC	1,329.48
04/11/2024	WEATHERPROOFING TECHNOLOGY INC	4,675.00
04/11/2024	WELLS C. PIPELINE MATERIALS	456.75
04/11/2024	WEST COAST ARBORISTS INC	4,048.50
04/11/2024	WESTERN WATER WORKS SUPPLY CO	582.44
04/11/2024	WILLDAN ASSOCIATES	65,640.28
04/11/2024	WYNN, LAKYN	65.00
04/11/2024	YBARRA, ALBERT JR	375.00
04/11/2024	BEARDEN, CHRISTIN	250.00
04/11/2024	DAVIS, RAMEISHA	5.00
04/11/2024	EVERGUARD HOME INSULATION	1,352.00
04/11/2024	GARCIA, GENESSES	250.00
04/11/2024	LOPEZ, EMMANUEL	250.00
04/11/2024	MACROPEST EXTERMINATORS INC	750.00
04/11/2024	STAYER, CLARKE SARAH	40.00
04/11/2024	SUAREZ, ENRIQUE	313.00
04/11/2024	WILCOX, KELLIE	100.00
04/11/2024	WILLIS, MAURICE	110.00
Total:		769,409.34

**CITY OF LAKEWOOD
FUND SUMMARY 4/18/2024**

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	1,055,568.42
1020	CABLE TV	1,063.97
1025	AMERICAN RESCUE PLAN	817,908.01
1030	CDBG CURRENT YEAR	182,400.00
1050	COMMUNITY FACILITY	830.81
1070	RETIREE BENEFITS	2,986.79
1090	LAKEWOOD EQUESTRIAN CENTER	199.97
1336	STATE COPS GRANT	16,666.66
1500	MISC-SPECIAL REVENUE FUND	91.65
1622	LA CNTY MEASURE M	4,410.00
1630	USED OIL GRANT	166.25
1640	BEV CONTAINER REC GRANT	237.50
3070	PROPOSITION "C"	151.53
5020	CENTRAL STORES	3,677.62
5030	FLEET MAINTENANCE	13,955.47
7500	WATER UTILITY FUND	38,683.95
8030	TRUST DEPOSIT	46,599.43
		2,185,598.03

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
04/18/2024	MARK. ADAM	1,714.39
04/18/2024	ALL CITY MANAGEMENT SERVICES INC	10,620.65
04/18/2024	AMAZON CAPITAL SERVICES INC	2,222.51
04/18/2024	ROSS AVIATION INVESTMENT LLC	5,898.23
04/18/2024	AVENU STR IP LLC	4,286.24
04/18/2024	B&M LAWN AND GARDEN INC	255.37
04/18/2024	B.R. BREWER SIGN & GRAPHICS	992.25
04/18/2024	BIG STUDIO INC	74.97
04/18/2024	MANHATTAN STITCHING CO INC	4,590.15
04/18/2024	BUCKNAM PETER JOSEPH	4,410.00
04/18/2024	CAL STATE AUTO PARTS INC	861.38
04/18/2024	CERRITOS. CITY OF	11,104.35
04/18/2024	CINTAS CORPORATION	124.83
04/18/2024	CJ CONCRETE CONSTRUCTION INC	182,400.00
04/18/2024	CLEANCOR HOLDINGS LLC DBA CLEANCOR LNG L	465.00
04/18/2024	COLOR CARD ADMINISTRATOR CORP	68.64
04/18/2024	DOANE AND HARTWIG WATER SYSTEMS INC	9,071.10
04/18/2024	DANIEL'S TIRE SERVICE INC	552.79
04/18/2024	DURHAM SCHOOL SERVICES LP	908.08
04/18/2024	EDCO WASTE SERVICES LLC	525,672.29
04/18/2024	EDCO WASTE SERVICES LLC	7,878.75
04/18/2024	FBA ENGINEERING	2,500.00
04/18/2024	GANAHL LUMBER COMPANY	4.68
04/18/2024	GROH. MARK LEE	200.00
04/18/2024	HARA M LAWNMOWER CENTER	90.61
04/18/2024	HEATON. KATHRYN	162.50
04/18/2024	HOME DEPOT	216.24
04/18/2024	INFOSEND INC	9,290.93
04/18/2024	JHM SUPPLY INC	84.19
04/18/2024	JONES RICHARD D. A PROF LAW CORP	17,252.50
04/18/2024	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
04/18/2024	LAKEWOOD ROTARY CLUB	284.00
04/18/2024	LOS ANGELES CO DIST ATTORNEY	13,247.56
04/18/2024	LOS ANGELES CO SHERIFFS DEPT	1,154,281.88
04/18/2024	MC MASTER-CARR SUPPLY CO	270.17
04/18/2024	MERRIMAC PETROLEUM INC	5,359.51
04/18/2024	MIEIR-KING. RICHARD	97.50
04/18/2024	MOSES-CALDERA. ISABEL	663.65
04/18/2024	NICHOLLS CONSULTING INC	1,686.25
04/18/2024	O'REILLY AUTOMOTIVE STORES INC	464.74
04/18/2024	ODP BUSINESS SOLUTIONS LLC	550.42
04/18/2024	PHASE II SYSTEMS INC	2,986.79
04/18/2024	CERRITOS FORD INC	79,689.18
04/18/2024	S.T.E.A.M.	26,772.52

**CITY OF LAKEWOOD
SUMMARY CHECK REGISTER**

CHECK DATE	VENDOR NAME	CHECK AMOUNT
04/18/2024	BARRY SANDLER ENTERPRISES	119.72
04/18/2024	STEARNS CONRAD & SCHMIDT CONSLT ENG	2,500.00
04/18/2024	SECTRAN SECURITY INC	227.78
04/18/2024	SIGNAL HILL AUTO ENTERPRISES INC	308.26
04/18/2024	SITEONE LANDSCAPE SUPPLY LLC	621.22
04/18/2024	SMART & FINAL INC	71.45
04/18/2024	SOLID SURFACE CARE INC	4,272.75
04/18/2024	SOMERS ENTERPRISES INC	6,380.00
04/18/2024	SOUTHERN CALIFORNIA EDISON CO	10,481.17
04/18/2024	SOUTHERN CALIFORNIA GAS CO	4,173.98
04/18/2024	SOUTHLAND INDUSTRIES	2,367.00
04/18/2024	CHARTER COMMUNICATIONS HOLDINGS LLC	5,348.34
04/18/2024	STATE WATER RESOURCES CONTROL BOARD	75.00
04/18/2024	TENG, WHEA-FUN	264.00
04/18/2024	THE SALVATION ARMY	14,136.00
04/18/2024	TUMBLE-N-KIDS INC	5,790.20
04/18/2024	U S POSTMASTER	1,690.00
04/18/2024	URBAN PROFESSIONAL BUILDERS INC	11,279.19
04/18/2024	VASQUEZ, JOSEPH	50.00
04/18/2024	VERITIV OPERATING COMPANY	345.25
04/18/2024	CELLCO PARTNERSHIP	1,043.32
04/18/2024	WAMBA, DIANE B	320.45
04/18/2024	WAXIE ENTERPRISES INC	1,666.03
04/18/2024	WEST COAST ARBORISTS INC	14,979.60
04/18/2024	MITCHELL WADE RODRICK JR	4,529.00
04/18/2024	WYNN, LAKYN	123.50
04/18/2024	CAL BOWL	273.70
Total:		2,185,598.03

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: AB 1234 Meeting Report

INTRODUCTION

Assembly Bill 1234 became effective January 1, 2006. The legislation requires members of a legislative body to provide brief reports on the meetings they attended at the expense of the local agency at the next regular meeting of the legislative body.


STATEMENT OF FACT

- Council Member David Arellano attended the League of California Cities' City Leaders Summit on April 17-19, 2024 in Sacramento. Key issues that were presented at the conference were retail theft, addressing homelessness, fiscal sustainability, civil litigation, generative artificial intelligence and other topics. Outside of the conference, Lakewood officials met with Assembly Member Anthony Rendon and State Senators Bob Archuleta and Lena Gonzalez. At these meetings, city officials communicated the region's main concerns.

RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran 
Deputy City Manager


Thaddeus McCormack
City Manager

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Monthly Report of Investment Transactions – March 2024

INTRODUCTION

In accordance with California Government Code Section 53607, the City Council has delegated to the City Treasurer the responsibility to invest or to reinvest funds, or to sell or exchange securities so purchased. The California Government Code Section 53607 requires that, if such responsibility has been delegated, then the Treasurer “shall make a monthly report of those transactions to the legislative body.” In compliance with this requirement, the Monthly Report of Investment Transactions is being rendered to be received and filed.

STATEMENT OF MONTHLY ACTIVITY

Date	Amount at Cost	Investment	Transaction	Rate*
01-Mar-24	\$ 389,894.15	ABS	Purchase	4.940%
01-Mar-24	3,300,000.00	CAMP POOL	Purchase	5.480%
01-Mar-24	200,744.40	CAMP POOL	Interest	5.480%
03-Mar-24	357,000.00	CORP	Maturity	4.000%
05-Mar-24	558,293.48	TREAS	Purchase	1.875%
07-Mar-24	215,060.20	CORP	Purchase	4.850%
07-Mar-24	203,423.55	CORP	Purchase	4.500%
07-Mar-24	115,110.98	CORP	Sell	4.500%
07-Mar-24	95,366.18	CORP	Sell	4.450%
07-Mar-24	89,065.70	TREAS	Sell	1.500%
07-Mar-24	116,338.19	TREAS	Sell	1.375%
07-Mar-24	30,115.63	CORP	Sell	4.450%
07-Mar-24	106,617.56	TREAS	Sell	1.375%
08-Mar-24	79,922.40	CORP	Purchase	4.800%
08-Mar-24	90,116.53	CORP	Purchase	4.850%
08-Mar-24	86,656.23	CORP	Sell	4.950%
13-Mar-24	174,923.00	CORP	Purchase	4.900%
13-Mar-24	94,947.75	CORP	Purchase	4.900%
13-Mar-24	292,291.73	CORP	Sell	4.950%
14-Mar-24	34,936.65	CORP	Purchase	4.700%

Monthly Investment Transactions

April 23, 2024

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Date	Amount at Cost	Investment	Transaction	Rate*
14-Mar-24	\$ 546.25	CORP	Interest	1.150%
15-Mar-24	17.33	ABS	Interest	0.520%
15-Mar-24	3.48	ABS	Interest	0.340%
15-Mar-24	446.42	ABS	Interest	4.870%
15-Mar-24	501.21	ABS	Interest	5.230%
15-Mar-24	876.71	ABS	Interest	3.970%
15-Mar-24	366.00	ABS	Interest	3.660%
15-Mar-24	1,221.21	ABS	Interest	5.530%
15-Mar-24	1,683.29	ABS	Interest	5.690%
15-Mar-24	359.67	ABS	Interest	3.320%
15-Mar-24	375.83	ABS	Interest	4.510%
15-Mar-24	56.41	ABS	Interest	0.550%
15-Mar-24	862.00	ABS	Interest	4.310%
15-Mar-24	1,583.33	ABS	Interest	5.000%
15-Mar-24	1,130.83	ABS	Interest	5.900%
15-Mar-24	1,284.17	ABS	Interest	4.600%
15-Mar-24	637.00	ABS	Interest	5.460%
15-Mar-24	387.50	ABS	Interest	4.650%
15-Mar-24	518.42	ABS	Interest	4.790%
15-Mar-24	902.42	ABS	Interest	4.420%
15-Mar-24	5.07	ABS	Interest	0.380%
15-Mar-24	1,372.88	ABS	Interest	5.230%
15-Mar-24	4.01	ABS	Interest	0.500%
15-Mar-24	833.83	ABS	Interest	3.390%
15-Mar-24	1,311.50	ABS	Interest	5.160%
15-Mar-24	365.33	ABS	Interest	5.480%
15-Mar-24	9,505.06	FMNA	Paydown	0.550%
15-Mar-24	4,717.11	ABS	Paydown	0.520%
15-Mar-24	1,966.45	ABS	Paydown	0.340%
15-Mar-24	3,228.66	ABS	Paydown	0.500%
15-Mar-24	3,400.55	ABS	Paydown	0.380%
15-Mar-24	1,200,000.00	CAMP POOL	Sell	5.480%
16-Mar-24	363.33	ABS	Interest	5.450%
18-Mar-24	115,000.00	CORP	Purchase	4.993%
18-Mar-24	186.50	ABS	Interest	3.730%
18-Mar-24	1,104.54	ABS	Interest	5.410%

Monthly Investment Transactions

April 23, 2024

Page 3

Date	Amount at Cost	Investment	Transaction	Rate*
18-Mar-24	\$ 40,150.00	CORP	Maturity	0.750%
18-Mar-24	114,049.06	CORP	Sell	1.050%
19-Mar-24	74,864.15	CORP	Purchase	4.993%
20-Mar-24	0.81	ABS	Interest	0.500%
20-Mar-24	1,954.46	ABS	Sell	0.500%
21-Mar-24	34,957.65	CORP	Purchase	5.000%
22-Mar-24	1,600,000.00	CAMP POOL	Sell	5.480%
23-Mar-24	684.38	FMNA	Interest	0.375%
25-Mar-24	514.69	FMNA	Interest	2.745%
25-Mar-24	591.38	FMNA	Interest	5.069%
25-Mar-24	1,209.63	FMNA	Interest	4.777%
25-Mar-24	1,501.00	FMNA	Interest	4.740%
25-Mar-24	763.00	FMNA	Interest	3.347%
25-Mar-24	1,131.67	FMNA	Interest	4.850%
25-Mar-24	791.67	FMNA	Interest	5.000%
25-Mar-24	1,309.38	FMNA	Interest	4.190%
25-Mar-24	850.50	FMNA	Interest	4.860%
25-Mar-24	1,472.50	FMNA	Interest	4.650%
25-Mar-24	1,094.51	FMNA	Interest	3.243%
25-Mar-24	862.23	FMNA	Interest	2.653%
25-Mar-24	657.17	FMNA	Interest	3.750%
25-Mar-24	1,532.31	FMNA	Interest	4.377%
25-Mar-24	1,074.67	FMNA	Interest	3.224%
25-Mar-24	1,171.92	FMNA	Interest	3.430%
25-Mar-24	1,505.94	FMNA	Interest	4.819%
25-Mar-24	1,520.00	FMNA	Interest	4.800%
25-Mar-24	296.29	ABS	Interest	5.470%
25-Mar-24	10,718.56	FMNA	Paydown	3.750%
25-Mar-24	584.60	FMNA	Paydown	3.347%
25-Mar-24	15,477.22	FMNA	Paydown	4.377%
25-Mar-24	227.02	FMNA	Paydown	4.777%
26-Mar-24	1,567.50	CORP	Interest	3.300%
26-Mar-24	10,000,000.00	CAMP POOL	Sell	5.480%
26-Mar-24	10,000,000.00	CAMP TERM	Purchase	5.070%
27-Mar-24	1,306.25	CORP	Interest	5.070%
28-Mar-24	10,414,360.66	CAMP TERM	Maturity	5.680%

Date	Amount at Cost	Investment	Transaction	Rate*
28-Mar-24	\$ 10,414,360.66	CAMP POOL	Purchase	5.480%
29-Mar-24	10,735.55	CORP	Interest	5.803%
30-Mar-24	2,683.43	CORP	Interest	2.901%
31-Mar-24	2,406.25	TREAS	Interest	0.875%
31-Mar-24	9,281.25	TREAS	Interest	4.125%

* Rates shown for MMF, LAIF, and CAMP are distribution yields. All others are coupon rates.

INVESTMENT GLOSSARY

ABS (Asset-Backed Securities)

A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond.

AGENCY (U.S. Government Agency Issues)

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no portfolio percentage limits for U. S. Government Agency issues.

BOND (Municipal Bonds or Note)

Registered treasury notes or bonds issued by states or municipalities, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

CAMP (California Asset Management Program) Pool and Term

A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide an investment tool at a reasonable cost. Participation is limited to California public agencies. The Pool option offers daily liquidity with a variable rate of return. In recent years the Term option was added offering an investment tool for a fixed period (up to one year) and a fixed rate of return.

CD (Certificate of Deposit)

Negotiable CDs are issued by large banks and are freely traded in secondary markets as short term (2 to 52 weeks), large denomination (\$100,000 minimum) CDs, that are either issued at a discount on its par value, or at a fixed interest rate payable at maturity.

COM (Commercial Paper)

Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization.

CORP (Corporate Notes)

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States.

FNMA (Federal National Mortgage Association)

A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.

LAIF (Local Agency Investment Fund, State of California)

The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

MMF (Money Market Fund)

This is a money market interest-bearing checking account that is fully insured and collateralized.

SUPRA (Supra-National Agency Bonds or Notes)

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

TREAS (U.S. Treasury Notes)

A Treasury obligation of the U.S. Government to provide for the cash flow needs of the Federal Government.

RECOMMENDATION

It is recommended that the City Council receive and file the Monthly Report of Investment Transactions rendered for the month of March 2024.



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Quarterly Schedule of Investments – as of March 31, 2024

INTRODUCTION

The City invests idle funds in compliance with the California Government Code (CGC) and the City's investment policy, which the City Council last reviewed and approved in January 2024. The portfolio is highly-rated and well-diversified. While the portfolio is subject to the ebb and flow of market yield fluctuations, it is largely protected from the stock market volatility as the CGC and the City's investment policy narrowly define the authorized types of investments available. Additionally, City staff works closely with PFM Asset Management, LLC (PFM), the City's investment advisor, to seek out quality investments in proven sectors and keep investment allocations to any one issuer low as a percentage.

The City's investments summarized in this report are allocated to a variety of funds such as the General Fund, Water Utility Fund, Redevelopment Successor Agency Funds, Restricted Special Revenue Funds, and Fiduciary Funds.

The City's investment objectives, in order of priority, are safety, liquidity and yield. To meet these objectives, the City utilizes the following types of investments:

U.S. Treasury Notes

Treasury Obligations of the U.S. Government to provide for the cash flow needs of the Federal Government.

Federal Agency Bonds or Notes:

Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This includes Collateralized Mortgage Obligations (CMOs).

- **FHLB (Federal Home Loan Bank Bonds)**
Bonds and discount notes issued by the Federal Home Loan Bank to provide funding to member institutions and make available money to the residential mortgage market.
- **FHLMC (Federal Home Loan Mortgage Corp)**
A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities backed by those pooled mortgages, provides certain guarantees and then re-sells the securities on the open market.

- **FNMA (Federal National Mortgage Association)**
A government-sponsored, privately owned corporation established to create a secondary market for Federal Housing Administration mortgages.
- **FFCB (Federal Farm Credit Bank)**
The Federal Farm Credit Bank is an independent agency of the U.S. Government that issues bonds and discount notes to provide short- and long-term credit and credit-related services to farmers, ranchers, rural homeowners, producers and harvesters.

Supra-National Agency Bonds or Notes

Supranational bonds and notes are debt of international or multi-lateral financial agencies. The debt is used to finance economic/infrastructure development, environmental protection, poverty reduction and renewable energy around the globe, rated AAA, highly liquid and issued in a range of maturities.

Negotiable Certificates of Deposit (CDs)

Negotiable CDs are issued by large banks and are freely traded in secondary markets as short term (2 to 52 weeks), large denomination (\$100,000 minimum) CDs, that are either issued at a discount on its par value, or at a fixed interest rate payable at maturity.

Municipal Bonds or Notes:

Registered treasury notes or bonds issued by states or municipalities, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

Corporate Notes:

Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States, or any state and operating within the United States. Medium-term corporate notes shall be rated in a rating category of "A" or its equivalent or better.

Commercial Paper:

Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization.

Agency CMBS

Agency CMBS are commercial mortgage-backed securities collateralized by pools of real estate loans secured by multi-family or health care properties. They are issued by a U.S. government agency or federally chartered corporation, such as Fannie Mae or Freddie Mac.

Pooled Funds:

- **LAIF (Local Agency Investment Fund, State of California)**
The Treasurer of the State of California administers this investment pool, providing a high-level of liquidity and strong safety through diversification of investments.

- **CAMP (California Asset Management Program)**
 A Joint Powers Authority established in 1989 by the treasurers and finance directors of several California public agencies to provide professional investment services at a reasonable cost. Participation is limited to California public agencies. The Pool option offers daily liquidity with a variable rate of return. In recent years the Term option was added offering an investment tool for a fixed period (up to one year) and a fixed rate of return.
- **Los Angeles County Pool**
 This pool is very similar to LAIF. It is well-diversified, very liquid, and offers competitive yields.

Summary – Schedule of Investments as of March 31, 2024

MANAGED PORTFOLIO

Security Type	Market Value	% of Portfolio	% Change vs. 12/31/23	Permitted by Policy	In Compliance
U.S. Treasury Notes	\$ 15,470,463	39.4%	-0.6%	100%	√
Federal Agency	1,409,689	3.6%	0.0%	100%	√
Agency CMBS	5,610,107	14.3%	0.8%	100%	√
Municipal Bonds	940,800	2.4%	0.0%	100%	√
Negotiable CDs	1,543,813	3.9%	0.7%	30%	√
Corporate Notes	9,022,678	23.0%	-1.1%	30%	√
Asset-Backed Security	5,267,440	13.4%	0.2%	20%	√
Securities Sub-Total	\$39,264,990	100%			
Cash	130,455				
Total Managed Portfolio	\$39,395,445				

POOLED INVESTMENT ACCOUNTS

		Market Value
LAIF	State of CA	\$ 5,569,301
CAMP - Pool	US Bank	42,832,474
CAMP - Term		40,134,523
		\$ 88,536,298

BANK ACCOUNTS

		Balance
City – Checking*	F&M	\$4,469,140
City Payroll	F&M	42,511
Successor Housing - Checking	F&M	2,800,895
		\$7,312,546

Funds held in reserve as required by debt issuance or non-agency funds - not available for City expenditures:

Successor Agency – Checking F&M	\$569,072
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Total Portfolio **\$135,813,361**

Attached is a more detailed report of the managed portfolio provided by PFM

STAFF RECOMMENDATION

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



Jose Gomez
Director of Finance & Administrative Services



Thaddeus McCormack
City Manager



City of Lakewood

Investment Performance Review For the Quarter Ended March 31, 2024

Client Management Team

Monique Spyke, Managing Director
Robert Cheddar, CFA, Managing Director
Richard Babbe, CCM, Senior Managing Consultant

PFM Asset Management LLC

633 W 5th St., 25th Floor
Los Angeles, CA 90071
213-415-1699

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

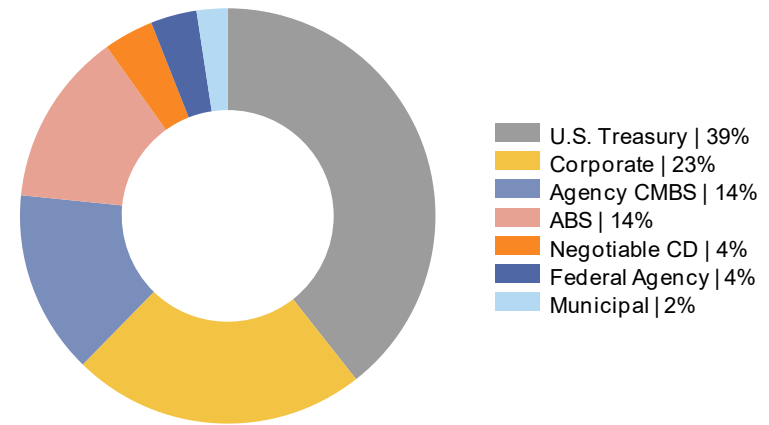
For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public

Portfolio Snapshot¹

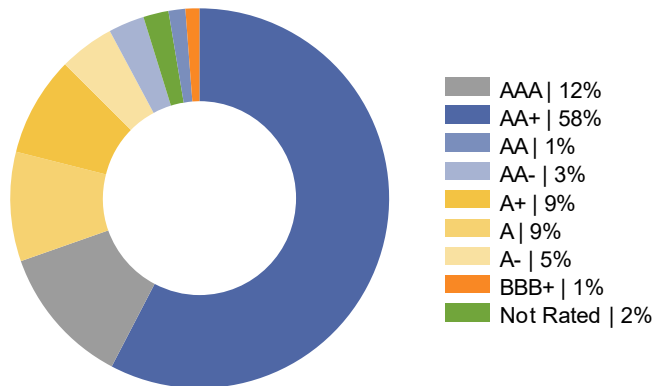
Portfolio Statistics

Total Market Value	\$39,395,445.05
<i>Securities Sub-Total</i>	\$39,056,624.58
<i>Accrued Interest</i>	\$208,365.08
<i>Cash</i>	\$130,455.39
Portfolio Effective Duration	2.56 years
Benchmark Effective Duration	2.52 years
Yield At Cost	3.52%
Yield At Market	4.73%
Portfolio Credit Quality	AA

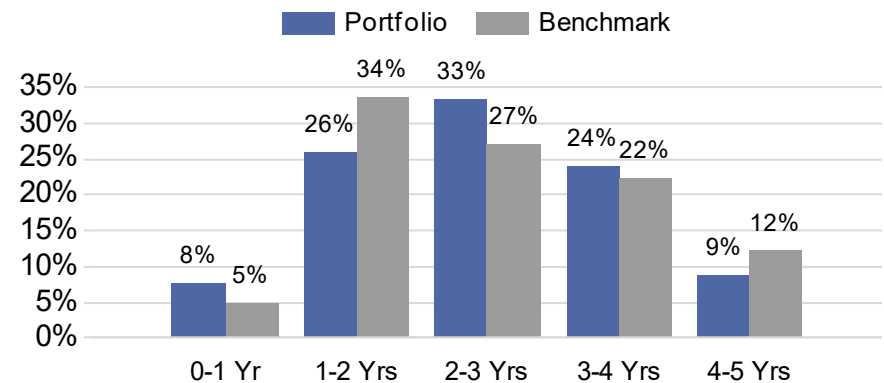
Sector Allocation



Credit Quality - S&P

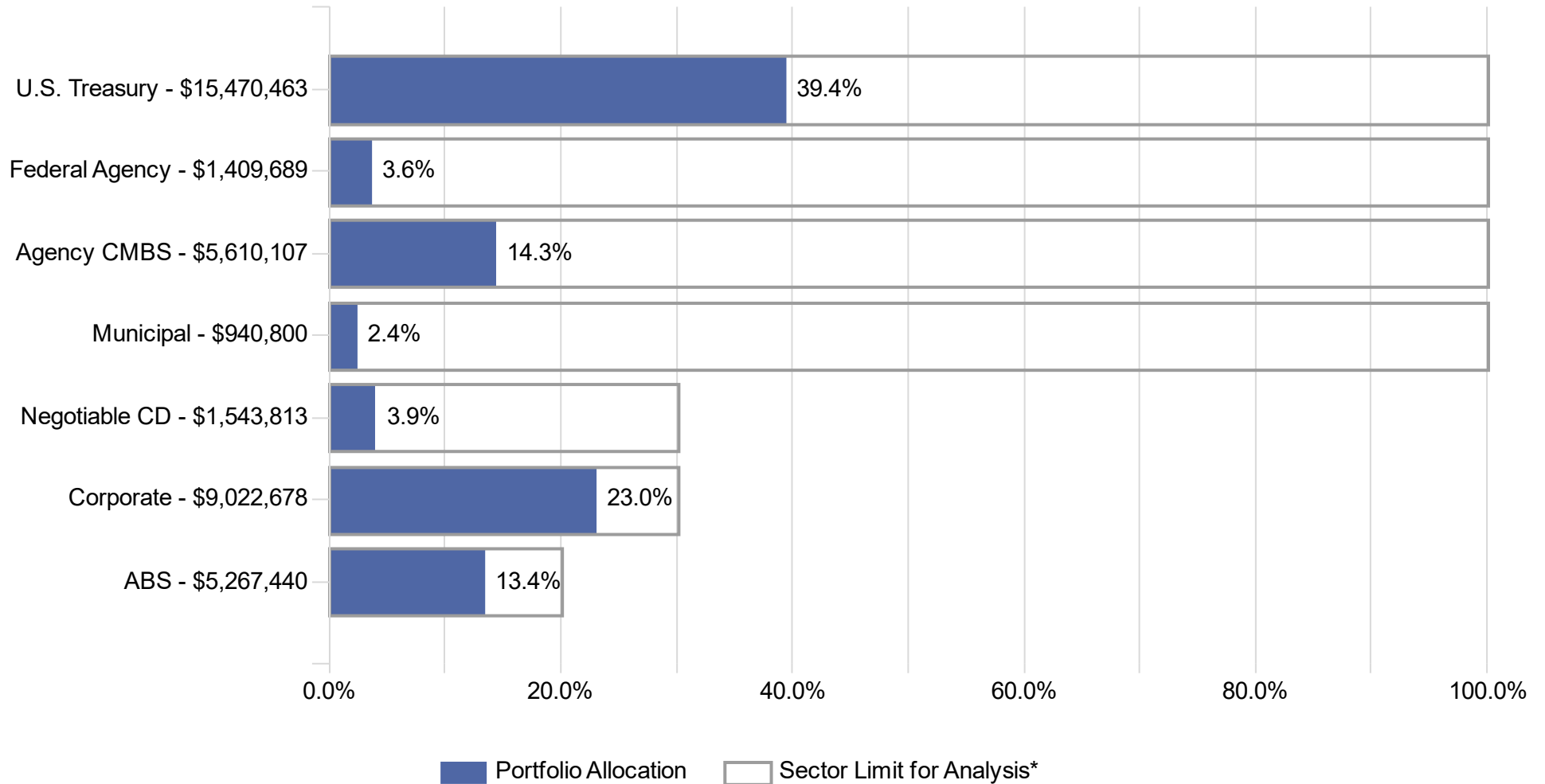


Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is currently the ICE BofA 1-5 Year U.S Treasury Index. Prior to 3/31/19 it was the ICE BofA 1-3 Year U.S Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Analytics

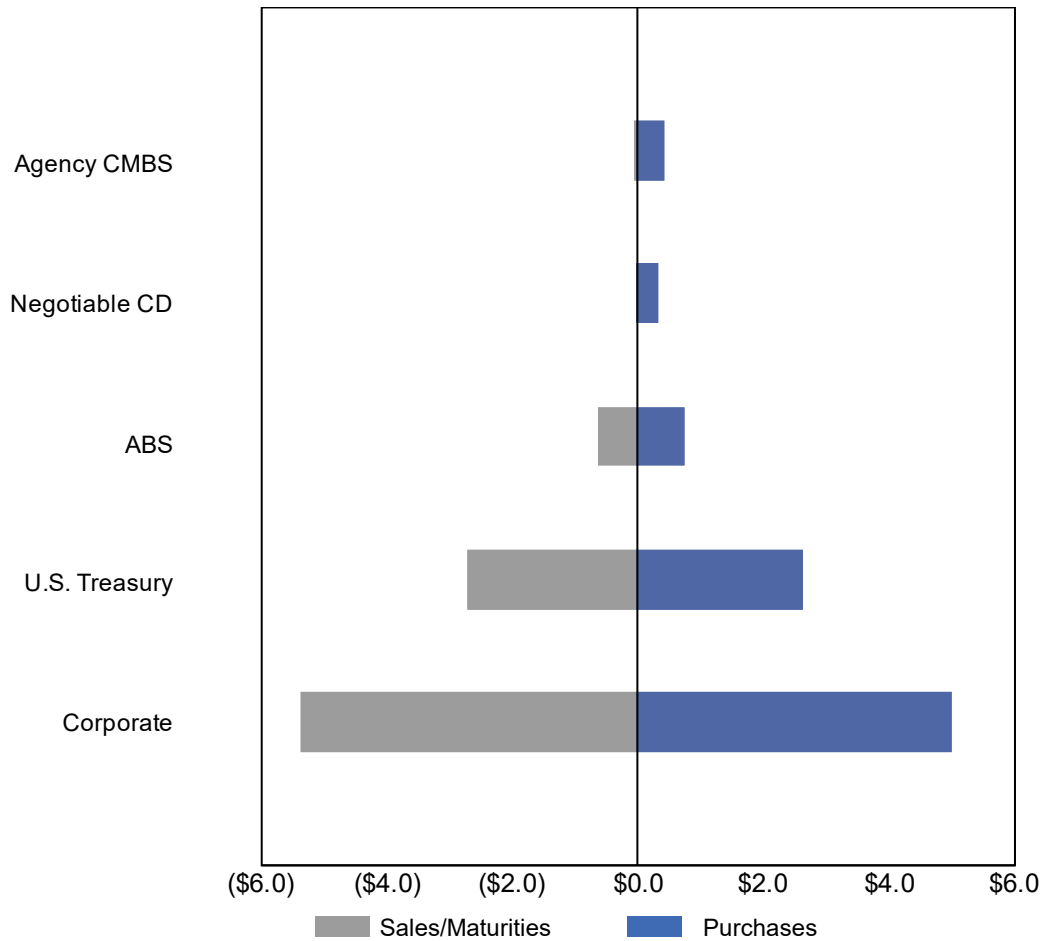


For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Portfolio Activity

Net Activity by Sector
(\$ millions)

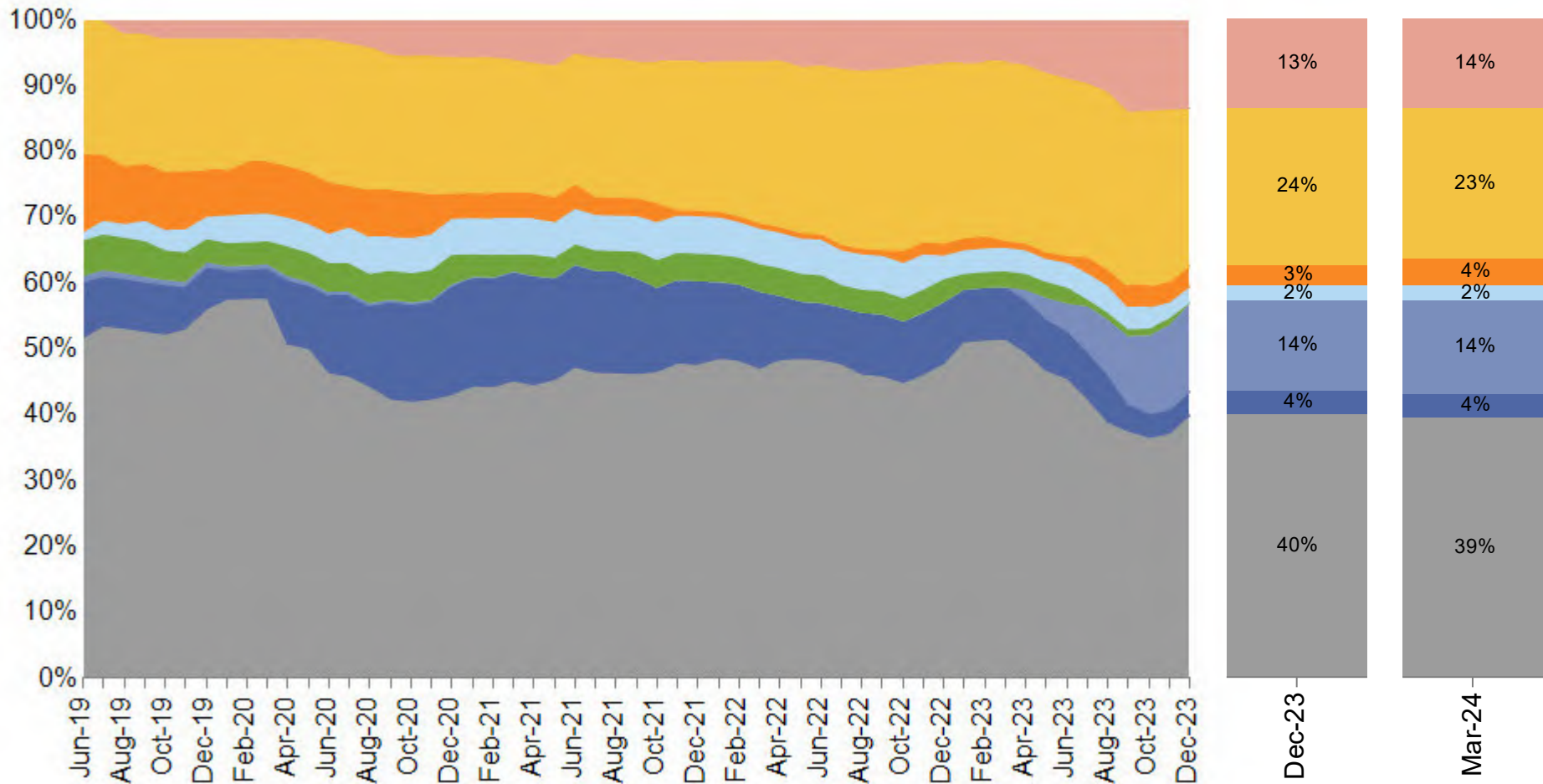


Sector	Net Activity
Agency CMBS	\$366,169
Negotiable CD	\$300,000
ABS	\$118,313
U.S. Treasury	(\$70,682)
Corporate	(\$364,423)
Total Net Activity	\$349,377

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

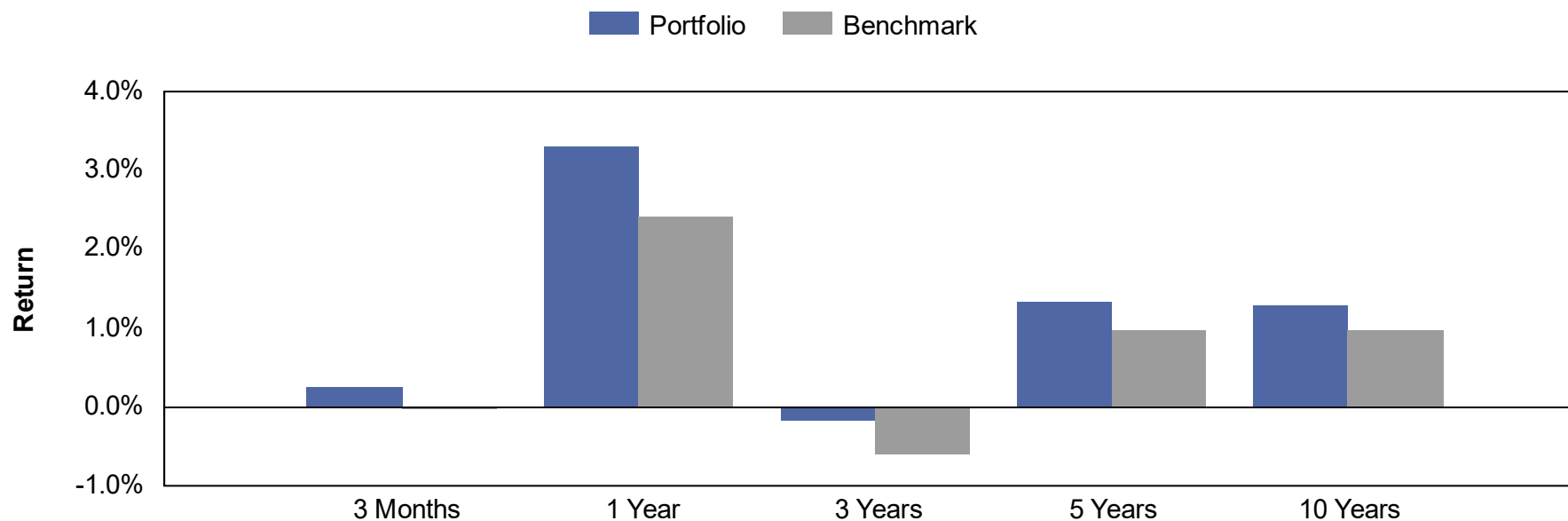
Historical Sector Allocation

U.S. Treasury
 Agency CMBS
 Agency CMO
 Supranational
 Municipal
 Negotiable CD
 Corporate
 ABS



Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years ¹
Interest Earned ²	\$305,764	\$1,028,009	\$2,179,216	\$3,706,174	\$6,209,739
Change in Market Value	(\$212,012)	\$230,560	(\$2,363,556)	(\$1,200,860)	(\$1,419,521)
Total Dollar Return	\$93,752	\$1,258,569	(\$184,340)	\$2,505,314	\$4,790,218
Total Return³					
Portfolio	0.24%	3.30%	-0.16%	1.32%	1.29%
Benchmark ⁴	-0.02%	2.42%	-0.59%	0.96%	0.97%
Difference	0.26%	0.88%	0.44%	0.36%	0.33%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is December 31, 2007.

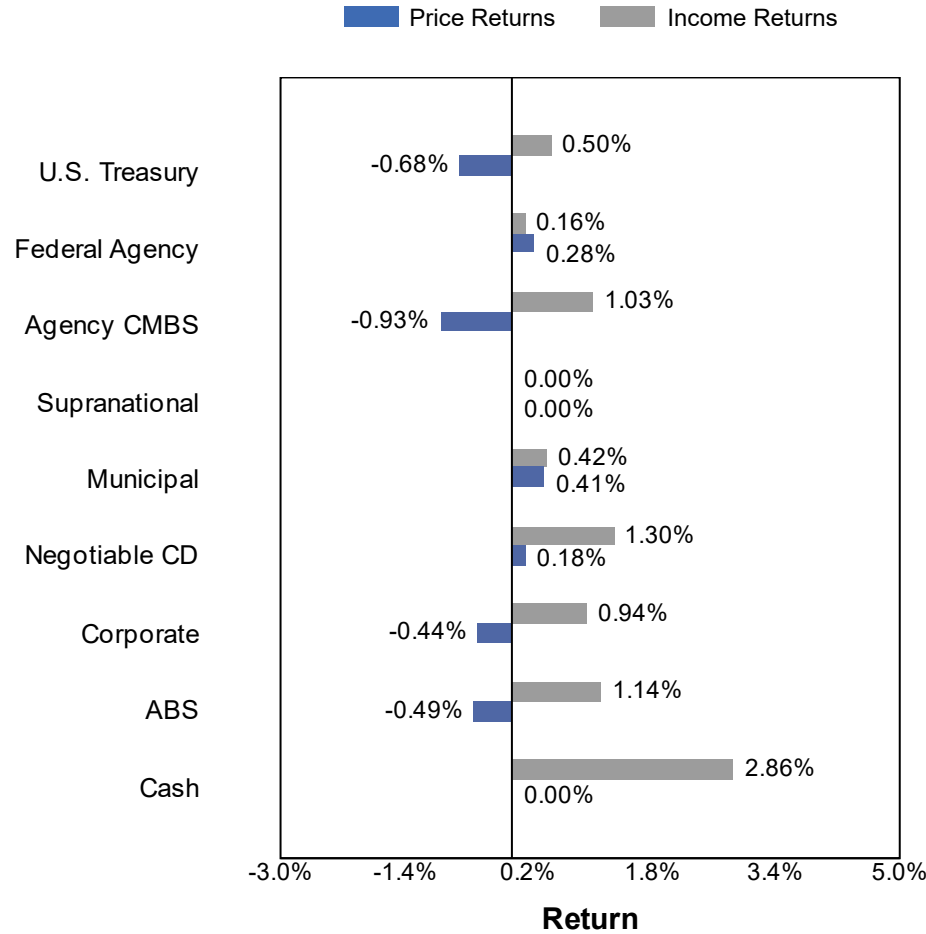
2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

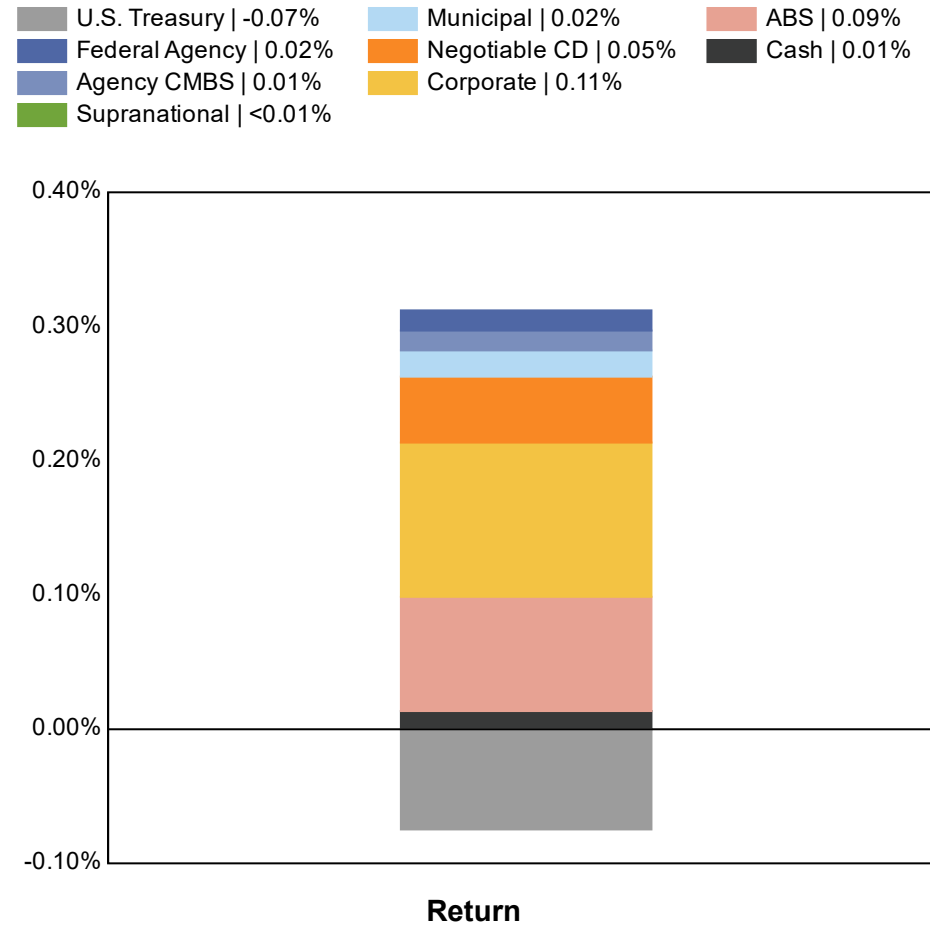
4. The portfolio's benchmark is currently the ICE BofA 1-5 Year U.S. Treasury Index. Prior to 3/31/19 it was the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg.

Quarterly Sector Performance

Total Return by Sector



Contribution to Total Return



1. Performance on trade-date basis, gross (i.e., before fees), in accordance with the CFA Institute's Global Investment Performance Standards (GIPS).
2. Income returns calculated as interest earned on investments during the period.
3. Price returns calculated as the change in market value of each security for the period.
4. Returns are presented on a periodic basis.

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Quarterly Budget Report of Major Funds – as of March 31, 2024

INTRODUCTION

The City is in the second year of a two-year budget, adopted in June 2022. Following is a quarterly budget review as of March 31, 2024 for the City's two major funds, the General Fund and the Water Utility Enterprise Fund.

In addition to scheduled formal budget reviews, Staff continually monitors the year-round inflow and outflow of funds to make sure that the City remains on a sound fiscal path. Within the budget, particular attention is given to the City's two major funds as mentioned above. Together, the funds support the majority of the City's day-to-day operations with the General Fund being the City's most discretionary funding source.

Following is the quarterly review of the funds as of March 31, 2024:

STATEMENT OF FACT

General Fund

The General Fund is the largest City fund. Its operational expenditures are trending as expected and are aligned with budget estimates developed as part of the midyear budget process and presented to the Council in mid-February. Overall, 51.9% of the year's total expenditure budget has been utilized through the end of the third quarter (or 75% of the fiscal year). Given the normal time lag in receiving invoices and processing payments for costs incurred, the figure is comparable to prior years. Employee Services and Contract Services represent the two largest expenditure categories and have expended 64.3% and 46.7% of their budgets, respectively. Employee Services is slightly lower than normal as it reflects vacancies from positions unfilled during the year.

Another area worth highlighting is the Other Operating Expenditure category with 84.1% of the annual budget expended. Of the \$2,931,728 expended in the year, almost \$1 million represents annual payments for the City's various insurance coverages. These amounts are paid in lump sum early in the fiscal year (usually July) and skew the year-to-date (YTD) percentages. Lastly, Capital Outlay / Capital Improvement Project (CIP) expenditures (at 27.7% YTD) are irregular in their spending pattern and often span multiple fiscal years. When excluding them (and only including Operational Expenditures), the overall YTD expenditure percentage increases to 57.8% from 51.9%.

Following is a summary of the General Fund expenditure activities:

ACCOUNT DESCRIPTION	BUDGET ESTIMATE*	YTD EXPENDITURES	% SPENT
EMPLOYEE SERVICES	\$ 28,350,558	\$ 18,227,852	64.3%
CONTRACT SERVICES	24,126,740	11,260,578	46.7%
FACILITIES EXPENSE	2,330,813	1,580,003	67.8%
OFFICE EXPENSE	189,352	120,830	63.8%
MEETING EXPENSE	214,180	100,620	47.0%
SPECIAL DEPT SUPPLIES	2,585,276	1,214,035	47.0%
OTHER OPERATING EXP	3,484,614	2,931,728	84.1%
OPERATIONAL EXPENDITURES	\$ 61,281,534	\$ 35,435,646	57.8%
CIPS / CAPITAL OUTLAY	15,023,107	4,155,295	27.7%
TOTAL EXPENDITURES	\$ 76,304,641	\$ 39,590,942	51.9%

*Includes YTD budget adjustments and prior-year approved CIPs & capital outlay.

General Fund revenues through the third quarter are also tracking as expected and according to annual seasonal trends. Not surprisingly, at 62.3% YTD, revenues lag behind the 75% marker at the end of the fiscal year’s third quarter. The delay stems from larger revenue sources necessarily having to flow through state and county collection processes prior to receipt by the City. Additionally, some large revenues are received as single payments later in the fiscal year (i.e. SCE and Gas Company franchise fees). In contrast, the City’s Business License Tax is mostly collected at the beginning of the fiscal year when licenses are renewed in-line with the City’s fiscal year. Additional (but relatively fewer) Business License Tax revenues are received throughout the rest of the year from new businesses or contractors coming into the city, with this year’s receipts already exceeding budget estimates. Likewise, YTD investment earnings (included in the Use of Money & Property category) at 122.4% of the budget estimate have risen dramatically and reflective of elevated investment yields.

Sales tax revenue amounts remain strong. Specifically, the Bradley-Burns portion is anticipated to provide \$18,041,000 for the year, having generated \$10,439,059 so far. At the same time, Measure L is expected to produce \$13,986,000, with \$8,142,995 YTD. Receipts for both revenues are remitted via the State and captured for the current fiscal year through the end of August.

Following is a summary of the General Fund revenues:

GENERAL FUND REVENUE

ACCOUNT DESCRIPTION	BUDGET ESTIMATE	YTD REVENUES	% REC'D
PROPERTY TAXES	\$ 6,900,000	\$ 3,928,311	56.9%
SALES TAX - BRADLEY BURNS	18,041,000	10,439,059	57.9%
SALES TAX- MEASURE L	13,986,000	8,142,995	58.2%
OTHER TAXES	647,000	84,601	13.1%
FRANCHISE FEES	1,100,000	324,861	29.5%
BUSINESS LICENSE TAX	680,000	721,839	106.2%
DOCUMENTARY TRANSFER TAX	250,000	186,594	74.6%
TRANSIENT OCCUPANCY TAX	100,000	55,466	55.5%
UTILITY USERS TAX	3,553,000	2,490,303	70.1%
LICENSES & PERMITS	2,060,400	1,593,340	77.3%
FINES / FORFEITURES / PENALTIES	674,100	509,424	75.6%
USE OF MONEY & PROPERTY FROM OTHER AGENCIES	3,049,167	3,732,140	122.4%
CURRENT SERVICE CHARGE	11,914,800	6,196,528	52.0%
BUDGETED TRANSFERS	11,375,103	7,143,928	62.8%
	4,324,200	3,486,476	80.6%
TOTAL REVENUE	\$ 78,654,770	\$ 49,035,865	62.3%

Water Utility Enterprise Fund

At 56.8% YTD, overall Water expenses are tracking under budget. Similar to trending with General Fund expenditures, there is a time lag in receiving and processing incurred costs. Additionally, the Other Operating Expenses category (one of the larger grouping) includes payments to the Water Replenishment District (WRD). These expenses are usually incurred late in the fiscal year when the City is able to achieve a level of savings by paying the WRD a lower rate in advance for the ability to pump “carryover” water rights the following fiscal year. Below is an overall summary of the various Water Utility Enterprise Fund expense activities:

ACCOUNT DESCRIPTION	BUDGET ESTIMATE*	YTD EXPENSES	% SPENT
EMPLOYEE SERVICES	\$ 3,298,748	\$ 2,210,636	67.0%
CONTRACT SERVICES	1,220,727	588,840	48.2%
FACILITIES EXPENSES	2,052,000	1,522,527	74.2%
OFFICE EXPENSES	3,500	1,742	49.8%
MEETING EXPENSES	9,000	3,677	40.9%
SPECIAL DEPT SUPPLIES	866,976	316,880	36.6%
OTHER OPERATING EXP	5,467,100	1,679,052	30.7%
BUDGETED TRANSFERS	1,924,200	1,409,187	73.2%
OPERATIONAL EXPENSES	\$ 14,842,251	\$ 7,732,541	52.1%
CIPs / CAPITAL OUTLAY	7,485,262	4,954,888	66.2%
TOTAL EXPENSES	\$ 22,327,513	\$ 12,687,428	56.8%

*Includes YTD budget adjustments and prior-year approved CIPs & capital outlay.

After another above-average year of rainfall, current year water revenues are at 60.1% YTD. Metered water sales are the largest revenue source and highly sensitive to weather patterns, varying from year to year depending on rainfall experienced. Given the amount of rainfall in recent years, staff has been monitoring and adjusting anticipated revenue more than previous years. As described earlier with the General Fund, investment earnings have experienced a continued increase. Below is an overall summary of the various Water Utility Enterprise Fund revenues:

ACCOUNT DESCRIPTION	BUDGET ESTIMATE	YTD REVENUES	% REC'D
INVESTMENT EARNINGS	\$ 105,000	\$ 156,087	148.7%
RENTS AND CONCESSIONS	64,000	37,365	58.4%
ENERGY UTILITY REBATES	11,000	18,398	167.3%
LEASE OF RIGHTS / OTHER REVENUE	1,132,000	554,140	49.0%
METERED WATER SALES	11,800,000	7,315,632	62.0%
METERED WTR SALES-INTERCONNECT	600,000	193,463	32.2%
FIRE PROTECTION SERVICES	205,000	98,516	48.1%
RECLAIMED WATER	551,000	344,127	62.5%
SERVICE INITIATION FEES	43,500	25,613	58.9%
SERVICE RESTORATION CHARGES	70,000	26,722	38.2%
TOTAL REVENUES	\$ 14,581,500	\$ 8,770,064	60.1%


SUMMARY

Year-to-date revenue and expenditure activity is mostly in line with historical seasonal trends and with the final budget estimates being developed for the upcoming FY 2024-26 Two-Year Budget. Staff will continue to monitor all activities and recommend adjustments as necessary.

RECOMMENDATION

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


 Jose Gomez
 Director of Finance & Administrative Services


 Thaddeus McCormack
 City Manager

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Purchase of Microsoft Office 365 Software

INTRODUCTION

The City relies heavily on Microsoft (MS) Office 2016 and its familiar desktop applications (Word, Excel, PowerPoint, Outlook email, etc.) in conducting daily administrative tasks. Microsoft has announced that this version of the software (Office 2016) will no longer be supported after October 2025. Rather than replacing it with multiple Microsoft “desktop-only” software applications that can only be used internally on the City’s network, staff has determined that it is best to transition to MS Office 365.

STATEMENT OF FACT

Migration to MS Office 365 provides a number of benefits. Multiple users can share files that are stored on the cloud. By migrating much of the City’s software operations to the cloud, it simplifies the ability to support the City’s workforce. Hardware, maintenance and support costs associated with on-premise computer server installations would also be minimized. Email storage size and search capabilities are similarly enhanced. Lastly, system redundancies are improved as access to email and other critical information is maintained when local hardware is down.

Within the MS Office 365 environment, there is a Government Community Cloud (GCC) version of the software that provides higher-level security for public agencies. The GCC stores content on Microsoft’s separate government data center servers that are segregated from commercial business Office 365 services. The GCC version also has an enhanced suite of office automation and collaboration that can be used in-house or from anywhere there is an internet connection.

MS Office 365 has two types of GCC licensing (G1 and G3) depending on the needs of the City’s end user.

- G1 is designed for use by field and remote personnel. In addition to email, it allows users to collaborate and access information in the cloud using Microsoft Office apps that can be downloaded on mobile devices such as phones and tablets.
- G3 is more robust and designed for use on workstations in addition to remote devices. A G3 license is needed for each user that employs a City PC workstation or laptop. Each G3 license allows a single user to install Office 365 on up to 5 PCs or laptops, 5 tablets, and 5 mobile phones simultaneously.
- Both G1 and G3 licenses include the following list of Microsoft applications: Word, Excel, PowerPoint, Outlook, Microsoft Exchange, Microsoft Teams, OneDrive, OneNote, SharePoint, Microsoft Bookings, Microsoft Stream, Microsoft Forms, Power Apps, Power Automate, Power Virtual Agents, Microsoft Planner, Microsoft To Do, Viva Connections, Viva Insights, and Delve. G3 licenses also include Microsoft Access.

The City sought proposals for MS Office 365 GCC and obtained the most favorable response from CDW Government, LLC (CDW-G). The City is able to “piggyback” on the competitively bid pricing previously established by CDW-G through the Riverside County Master Enterprise Agreement. CDW-G’s price quote to the City is \$58,776.60 per year for three years. This amount is based on 235 G3 licenses (\$245.92 each) and 10 G1 licenses (\$98.54 each). Given a potential growth in the number of users and/or transitions from G1 to the more robust G3 licenses, an additional 10% contingency (\$5,877.66) is recommended. The sum would provide a not to exceed amount of \$64,655 per year. Attached is the quote from CDW-G.

While the transition to the new software requires ongoing costs, there are cost offsets as well in shifting away from the current service model. There are approximately \$33,600 in annualized cost savings by upgrading to MS Office 365 and avoiding onsite hardware costs (computer servers at \$30,000 every five years), desktop application software costs (MS Office 2021 at \$108,000 every five years), as well as previously necessary backup and storage software costs (\$6,000 per year).

The Fiscal Year 2023-24 Budget includes an expenditure appropriation for the current year.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager or his designee to approve a purchase order with CDW-Government, LLC for the procurement of Microsoft Office 365 (Government Edition) in an amount not to exceed \$64,655 per year for a three-year term.



Jose Gomez
Director of Finance and Administrative Services



Thaddeus McCormack
City Manager



CDW Government, LLC
 Microsoft Enterprise 6.6 Agreement Pricing

**Enterprise Quote
 for**

City of Lakewood

Date 4/1/24
 Account Manager Andrew Yatakis

VSL Specialist Brent Cameron
 Channel Price Sheet Month April

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote
 Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAA-11894	O365 G3 GCC Sub Per User	D	235	\$245.92	\$ 57,791.20	\$ 245.92	\$ 57,791.20	\$ 245.92	\$ 57,791.20
U4S-00002	O365 G1 GCC Sub Per User	D	10	\$98.54	\$ 985.40	\$ 98.54	\$ 985.40	\$ 98.54	\$ 985.40

Year 1 Total \$ 58,776.60 Year 2 Total \$ 58,776.60 Year 3 Total \$ 58,776.60
 Three Year Total \$ 176,329.80

Notes

No Tax Referenced
 Riverside Contract: PSA-0001522

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Community Safety Commission Recommendation – Disabled Person Parking

INTRODUCTION

The Community Safety Commission met on April 1 to consider various community safety matters that included the consideration of a request for a disabled person parking space at 5833 Clark Avenue.


STATEMENT OF FACT

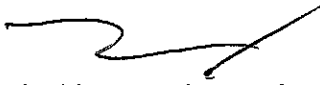
The Public Works Department received a request for a disabled person parking space at 5833 Clark Avenue. The resident stated that she is disabled, and the house does not have a driveway. The garage is accessed from the alley and leads to the back door, but she cannot use the back door because there are steps that she cannot navigate. She stated that she parks on the street and enters the house through the front door. She said street parking is limited most of the time. Staff observed the location, checked the placard number, and recommended installation of a space.

The Community Safety Commission, at their regular meeting on April 1, approved recommending installation.

RECOMMENDATION

The Community Safety Commission recommends that the City Council adopt the attached resolution authorizing installation of a disabled person designated parking space at 5833 Clark Avenue.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ESTABLISHING DISABLED PERSON
DESIGNATED PARKING ON THE WEST SIDE OF CLARK
AVENUE WITHIN THE CITY OF LAKEWOOD

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

SECTION 1. This Resolution is enacted pursuant to Section 21458 and 22507 of the Vehicle Code of the State of California, and Section 3250.2 of the Lakewood Municipal Code.

SECTION 2. Disabled person designated parking is hereby established on the west side of Clark Avenue, beginning three hundred forty five (345) feet north of the northern curb line of South Street, continuing north for a distance of twenty five (25) feet within the City of Lakewood. No vehicle shall stop, stand or park in said parking restriction unless displaying a special identification license plate or placard issued by the Department of Motor Vehicles pursuant to Section 22511.55 of the California Vehicle Code.

SECTION 3. This resolution shall be effective as long as said restriction is painted and posted in accordance with the requirements of Vehicle Code Section 22511.7 of the California Vehicle Code. In addition, this resolution shall be in effect only as long as Breanna Perez, physically disabled person, occupies the house at 5833 Clark Avenue.

SECTION 4. This resolution has been adopted pursuant to a Community Safety Commission recommendation.

ADOPTED AND APPROVED this 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of Standard Plans for Public Works Construction–2021 Edition

INTRODUCTION

The Standard Plans for Public Works Construction has been used by the City of Lakewood for many years as a standard for work within the public right-of-way. Adoption of the 2021 edition will ensure the continued use of a recognized standard.


STATEMENT OF FACT

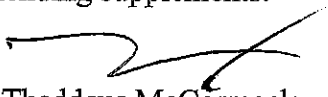
The Standard Plans for Public Works Construction is the result of three decades of intensive work by a multi-government agency subcommittee of the Public Works Standards, Incorporated. New editions are not on a scheduled time frame, but rather are revised periodically to reflect advanced thinking and the changing technology of the construction industry. The current edition is the 2021 edition.

The Standard Plans is designed to aid in furthering uniformity of plans and specifications accepted and used by those involved in public works construction and to take such other steps as are designed to promote more competitive bidding by contractors. The Standard Plans provides plans that have general applicability to public works projects and is used extensively throughout southern California. Adoption of the Standard Plans also provides a uniform standard to be followed for permit work in the public right-of-way by private individuals and developers and the authority to require adherence to the standards.

RECOMMENDATION

That the City Council adopt the attached resolution which adopts the 2021 edition of the Standard Plans for Public Works Construction and subsequent amending supplements.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADOPTING THE 2021 EDITION OF THE
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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

WHEREAS, the Standard Plans for Public Works Construction are produced by a multi-government agency subcommittee of the Public Works Standards, Incorporated, American Public Works Association and the Southern California Districts, Associated General Contractors of California; and

WHEREAS, the 2021 edition of the Standard Plans for Public Works Construction has been published; and

WHEREAS, between publication of a new edition, changes which have been researched and approved, are published as a supplement to amend the current edition; and

WHEREAS, the Standard Plans for Public Works Construction are designed to aid in furthering uniformity of plans and specifications accepted and used by those involved in public works construction and to take such other steps as are designed to promote more competitive bidding by contractors.

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

SECTION 1. The Standard Plans for Public Works Construction, 2021 edition, and subsequent amending supplements are adopted for use within the City of Lakewood; and

SECTION 2. The City Clerk is directed to forward a certified copy of this resolution to the Director of Public Works, County of Los Angeles.

ADOPTED AND APPROVED this 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Adoption of Standard Specifications for Public Works Construction–2024 Edition

INTRODUCTION

The Standard Specifications for Public Works Construction has been used by the City of Lakewood for many years as a standard for work within the public right-of-way. Adoption of the new 2024 edition will ensure the continued use of a recognized standard.


STATEMENT OF FACT

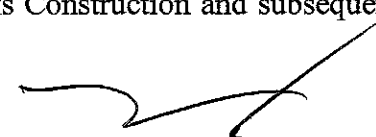
The Standard Specifications for Public Works Construction, popularly known as the “Greenbook,” was originally published in 1967. The Standard Specifications are produced by a mutual benefit corporation whose board of directors is comprised of five members representing the American Public Works Association and four from various contractor associations. The 2024 edition is the 20th edition of the book, which is updated and republished every three years. In each of the two years between publication of a new Greenbook edition, the changes which have been researched and approved during the preceding year, are published as a supplement to amend the current edition.

The Greenbook is designed to aid in furthering uniformity of plans and specifications accepted and used by those involved in public works construction and to take such other steps as are designed to promote more competitive bidding by contractors. The Greenbook provides specifications that have general applicability to public works projects and is used extensively throughout southern California. Adoption of the Standard Specifications also provides a uniform standard to be followed for permit work in the public right-of-way and the authority to require adherence to the standards.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution which adopts the 2024 edition of the Standard Specifications for Public Works Construction and subsequent amending supplements.

Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

RESOLUTION NO. 2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD ADOPTING THE 2024 EDITION OF THE
STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION

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

WHEREAS, the Standard Specifications for Public Works Construction are produced by Public Works Standards, Incorporated, a mutual benefit corporation whose board of directors is comprised of five members representing the American Public Works Association and one each from the Associated General Contractors of California, the Engineering Contractors Association, the Southern California Contractors Association, and Building News, Incorporated; and

WHEREAS, the 2024 edition of the Standard Specifications for Public Works Construction has been published; and

WHEREAS, in each of the two years between publication of a new edition, the changes which have been researched and approved during the preceding year, are published as a supplement to amend the current edition; and

WHEREAS, the Standard Specifications for Public Works Construction are designed to aid in furthering uniformity of plans and specifications accepted and used by those involved in public works construction and to take such other steps as are designed to promote more competitive bidding by contractors.

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

SECTION 1. The Standard Specifications for Public Works Construction, 2024 edition, and subsequent amending supplements are adopted for use within the City of Lakewood; and

SECTION 2. The City Clerk is directed to forward a certified copy of this resolution to the Director of Public Works, County of Los Angeles.

ADOPTED AND APPROVED this 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk

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COUNCIL AGENDA

April 23, 2024

TO: Honorable Mayor and Members of the Council

SUBJECT: Professional Service Agreement with Michael Raneses Administrative Hearings

STATEMENT OF FACT

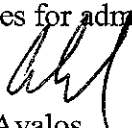
In January 2024, the Community Development Department was notified by its hearing officer that he would be unable to continue handling the code enforcement administrative citation appeal hearings. Consequently, staff reached out to six administrative hearing officer consultants, evaluating them based on their experience and cost-effectiveness. After careful consideration, staff selected Michael Raneses Administrative Hearings, who presently serves as the administrative hearing officer for the cities of Costa Mesa, Rossmoor, and Santa Ana.


As per Lakewood Municipal Code Section 4900, the City is mandated to offer an administrative hearing to any cited party that wishes to contest it. The cited party has 15-days to appeal the citation and an administrative hearing is to take place within 60-days from the appeal. After the appeal is heard, the hearing officer renders a written determination on the evidence as present by the appellant and city staff.

The estimated annual cost for these services is expected to remain under \$10,500, covering approximately 40 administrative hearings. Funding for this contract is included in FY 2023-24 and will be requested in FY 2024-25.

RECOMMENDATION

Staff recommends that the City Council approve the professional service agreement with Michael Raneses for administrative hearing officer services.


Abel Avalos
Director of Community Development


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH
MICHAEL RANESES ADMINISTRATIVE HEARINGS**

This Professional Services Agreement (“Agreement”) is made and effective as of April 23, 2024 (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and Michael Raneses Administrative Hearings (“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 the Services are completed, 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 \$ 325 per hearing.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and

Consultant at the time the City's written authorization is given to Consultant for the performance of said services.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF CONSULTANT

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

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily

accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

9. **INDEMNIFICATION AND DEFENSE**

- A. Indemnity.

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

- B. Duty to Defend.

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

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any

Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

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

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

To Consultant: Michael Reneses Administrative Hearings
340 East Federal Street, Unit #3124
Tustin, California 90712
Attention: Michael Reneses

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include 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 subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. AMENDMENTS

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

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

24. WAIVER

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

25. SEVERABILITY

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

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

CITY OF LAKEWOOD

CONSULTANT

Mayor

Michael Raneses

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A Consultant's Proposal
 Exhibit B Insurance Requirements

EXHIBIT A

CONSULTANT'S PROPOSAL

- A. Provide administrative hearing officer services, which include case preparation, conducting hearings, and composing decision letters at an hourly fee of \$130.00.
- B. Provide administrative hearing officer services to consider appeals authorized under Lakewood Municipal Code Sections 4900.
- C. Collaborate with staff to schedule hearings within sixty (60) days of the appeal. The number of hearings will vary depending on the number of citations issued and appealed.
- D. Inform City staff of any conflicts of interest with any or all parties involved in the hearing.
- E. Prepare for hearings, which could include, but are not limited to, reviewing case documents, reading the file materials, and knowledge of relevant City ordinances and State and Federal laws. All preparation for hearings may be limited to one hour of review.
- F. Conduct hearings onsite, cloud-based video conferencing, teleconference, or any other format prescribed by the Community Development Director.
- G. Provide administrative hearings over the appeal, listen to testimony, and consider evidence from all parties.
- H. Prepare a written determination that sets the basis for the decision within seven (7) days after the hearing. The Hearing Officer prepares the decision in a format prescribed by the City.
- I. To maintain best practices, the hearing officer will recommend modifications to the City's guidelines and code when appropriate.

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.

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

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

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

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

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under

this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

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COUNCIL AGENDA

April 23, 2024

TO: Honorable Mayor and City Council

SUBJECT: Master Services Agreement Between the City of Lakewood and OpenGov

INTRODUCTION

Historically, the Community Development Department received and processed paper plans and supporting documentation for all new development activity within the City of Lakewood (“City”). With the outbreak of the Pandemic in March 2020, Community Development had to quickly devise a new way of accepting, reviewing, and approving all submittals without direct or indirect physical contact with its customers.

Staff developed a digital workflow utilizing in-house resources such as email, local/network/cloud file storage, and existing software subscriptions. Paper applications and other official documents were converted into PDF format and posted on the City’s website. All plan submittals and supporting documentation would be handled “electronically” through emails with file attachments. While the new digital workflow has improved our project review process, it has also strained the City’s network file storage limits and email system.

STATEMENT OF FACTS

While the new workflow has proven to be viable, it is not without its flaws. Over the course of the last four years, staff have encountered a number of issues directly related to the dramatic increase in the volume and file size of emails sent and received. Network file storage limits are strained, creating potential instability with the City’s email system. The lack of a centralized system to receive, organize, and process applications creates siloes of information that impede collaboration and promotes inefficiencies. Community Development staff were directed to explore online commercial solutions that would address these and other issues. It was determined that the City would need to implement what is commonly referred to as “electronic plan review software.”

Electronic plan review software are usually cloud-based systems where customers can conveniently upload their project’s plans, applications, and other supporting documents for staff review. It provides a centralized platform for staff and customers to communicate and track all activity related to the project’s review and approval. Electronic plan review software allows stakeholders to easily check the status of a project, send a message, upload/download files, or view a transaction log from any internet-connected device 24/7. Not only do such systems improve efficiency, collaboration, and transparency, they also reduce the demands placed upon local network resources such as email and file storage because everything is moved to the cloud. The systems are hosted and supported by the vendor, and are made accessible to staff and customers through a user-friendly “planning portal” webpage on the local municipality’s website.

Staff researched and interviewed a number of vendors that specialize in online electronic plan review software. Factors such as overall functionality, ease of use, and affordability were evaluated. Consideration was given to those vendors that also had extensive experience in the electronic plan review space, featured strong support policies, and allowed for easy customization. While all vendors proved to have capable systems, OpenGov demonstrated that their system would provide the best balance of functionality, usability, affordability, and customization that we seek. Further, OpenGov's system is an all-in-one suite that also includes optional modules for permitting, licensing, inspections, and code enforcement capabilities should the City of Lakewood need them in the future. OpenGov is a software company with 12 years of experience and specializes in solutions for the public sector.

SUMMARY

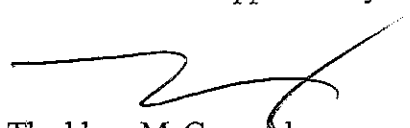
OpenGov has provided the City with a Master Services Agreement and related order form for the implementation of their software and services along with the first year of software maintenance/support. If approved, implementation will begin May 1, 2024. This will include product configuration, setup, and staff training. If approved, the first year of software maintenance/support will commence on July 1, 2024 and conclude on June 30, 2025.

The cost for the implementation will be \$26,265.25, which does not include an additional annual subscription of \$4,000 for Bluebeam PDF software for 10 users. While Bluebeam software is not required to use OpenGov software, it is required if we wish to fully utilize all of OpenGov's capabilities. The total cost for the implementation of OpenGov with Bluebeam PDF software licensing for 10 users is \$30,265.25 and will be taken from allocated funds in the budget for FY 23-24. The first year software maintenance/support will cost \$20,851.50 and will be taken from FY 24-25 funds.

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to sign the Master Services Agreement and order form with OpenGov for the implementation of their electronic plan review software. The proposed agreement and order form have been reviewed and approved by the City Attorney as to form.


Abel Avalos,
Director of Community Development


Thaddeus McCormack
City Manager

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 2.3. Professional Services
 - 2.3.1. If OpenGov or its authorized independent contractors provides professional services

to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

- 2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will

belong to OpenGov.

- 4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.
- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential

Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends (“Initial Term”), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new “Renewal Term”) unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party’s option) return or delete any of the other party’s Confidential Information in its possession.

7. Payment of Fees

- 7.1. Fees; Invoicing; Payment; Expenses.
 - 7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer’s designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.
 - 7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.
 - 7.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.
 - 7.1.4. Customer Delays; On Hold Fee.
 - 7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in

Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

- 7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).
- 7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to

OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR

LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

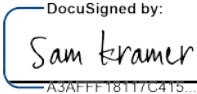
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either

actual damages or that damages would be an inadequate remedy.

- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Signatures	
Customer: 	OpenGov, Inc.
Signature: _____	Signature:  _____
Name: _____	Name: <u>Sam Kramer</u>
Title: _____	Title: <u>SVP, Finance</u>
Date: _____	Date: <u>4/10/2024</u>



Statement of Work

City of Lakewood, CA

Creation Date: 4/09/2024
Document Number: PS-05308
Version Number: 1
Created by: Dean Simpson

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of Lakewood, CA (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Master Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Permitting & Licensing as defined in the OpenGov Responsibilities section of this document ([Section 2.5](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Permitting & Licensing solutions to help the Customer power a more effective and accountable government. OpenGov’s estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

General:

- A. Individual software modules are configured based on discussions between OpenGov and Customer.
- B. All training, working sessions, and configuration is completed remotely, unless otherwise specified in appendix
- C. Customer will gather and provide all applicable Prerequisite Data Checklist items prior to the first project working session being held.
- D. Customer's source data will be provided in accordance with [Appendix C: Technical Requirements](#).
- E. Customer will validate and sign off on each deliverable in [Appendix B: Deliverables](#).
- F. Go Live date will be agreed and signed off between the Customer and OpenGov project manager during project planning.
- G. Customer will sign off on the Solution Acceptance prior to Go Live.
- H. The project plan assumes one Go-Live event and cutover unless otherwise specified in [Appendix B: Deliverables](#).
- I. OpenGov best practice is to not exceed tested limits of the product.

2.4. Exclusions

- A. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed in Appendix B.
- B. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed in Appendix B.
- C. No historical data migration is included in this Scope of Work.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. Review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. Coordinate a go live planning and data workshop to plan data integrations and migrations;
- C. Maintain project communications through your Project Manager;
- D. Establish documentation and procedural standards for deliverable Materials; and
- E. Assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. Work with your Project Manager to address and resolve deviations from the project plan;
- C. Conduct regularly scheduled project status meetings; and
- D. Administer the Appendix A-2: Change Order Process with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Planning and Data Workshop
- Project Plan and Timeline
- Weekly Status Reports
- Go Live Checklist
- Risk, Action, Issues and Decisions Register (RAID)
- Project Charter

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Use Cases

Use cases:

OpenGov will provide the following:

Community Development: Planning and Zoning Approvals

Completion Criteria:

This activity will be considered complete when:

- Deliverables are configured/completed

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Training is provided

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-2: Change Order Process](#).

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. Manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. Serve as the interface between OpenGov and all your departments participating in the project;
- C. Administer the [Appendix A-2: Change Order Process](#) with the Project Manager;
- D. Participate in project status meetings;
- E. Obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. Resolve deviations from the estimated schedule, which may be caused by you;
- G. Help resolve project issues and escalate issues within your organization, as necessary; and
- H. Create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones, estimates, and duration.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End Date, as agreed upon between the Customer and OpenGov during project planning, is reached.

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures, unless otherwise agreed upon between the Customer and OpenGov, and have an estimated end date of nine (9) months after kick-off (“Estimated End Date”). The End Date will be agreed between Customer and OpenGov during project planning.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Permitting & Licensing Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Data Framework	Requirements and Discovery								
	Initiate*								
	Configure*								
	Validation^								
Permitting & Licensing Suite	Go-Live								
*Timeline is dependent on the number of service areas and record types. ^Validation includes data integration and migration									
	OpenGov Configuration								
	Customer Validation								
	Go Live Event								

2.10. Travel Expenses

There is no travel expected in this project. Should travel be requested, Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred.

2.11. Offer Expiration Date

This offer will expire on July 9, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1: Communication and Escalation Procedure . As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Deliverables

B-1: Data Deliverables

Master Address Table (MAT) Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate MAT information.
 - Import the completed template file and validate against the completed template file.
- Customer will:
 - Populate and validate the MAT template.

ESRI ArcGIS Server Integration

- OpenGov will:
 - Integrate with the Customer's ArcGIS public API endpoint.

GIS Flag Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate GIS Flag information.
 - Import the populated template file after acceptance.
 - Enable the GIS Flag Integration.
- Customer will:
 - Populate and validate the flag template file.

State Contractor Integration

- OpenGov will:
 - Integrate with the California licensed professional dataset for use within OpenGov.

Bluebeam Studio Prime Integration

- OpenGov will:
 - Enable Bluebeam Studio Prime integration
 - Provide instructions on how to connect Bluebeam Studio Prime.
- Customer will:
 - Provide Bluebeam Studio prime license(s).
 - Handle licensing and training with Bluebeam directly.

B-2: Record Type Deliverables

OpenGov will configure the following standard record type drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Planning and Zoning Service Area

Two (2) record types from the following list:

- Planning Application
- Accessory Dwelling Unit Application

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

B-3: Training Deliverables

OpenGov will:

Administrator Training

- Provide up to ten (10) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections

End User Training

- Provide up to ten (10) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records

Customer will:

- Identify the relevant participants to attend each training session.

Appendix C: Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- Publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported

Bluebeam Studio Prime

- Bluebeam Studio Prime license(s)

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-0136830
Created On: 4/10/2024
Order Form Expiration: 4/30/2024
Subscription Start Date: 5/1/2024
Subscription End Date: 6/30/2025

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: 14 Months

Customer Information

Customer: City of Lakewood, CA
Bill To/Ship To: 5050 Clark Avenue
Lakewood, California 90712
United States

Contact Name: Michael Jenkins
Email: mjenkins@lakewoodcity.org

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Permitting, Licensing & Code Enforcement - Planning & Zoning <i>Bluebeam Integration, EsriArc GIS, Master Address Table, State Contractor Autofill</i>	5/1/2024	6/30/2024	\$3,475.25
Permitting, Licensing & Code Enforcement - Planning & Zoning <i>Bluebeam Integration, EsriArc GIS, Master Address Table, State Contractor Autofill</i>	7/1/2024	6/30/2025	\$20,851.50

Annual Subscription Total: See Service Terms

PROFESSIONAL SERVICES:

Product / Service	Description	Professional Services Total:
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.	\$22,790.00

Service Terms

Service Date:	Amount:	
May 1, 2024	\$26,265.25	(Prorated Annual Software Fee + Professional Services)
July 1, 2024	\$20,851.50	(Annual Software Fee)

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

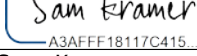
The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Lakewood, CA

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc. DocuSigned by:

Signature: 
A3AFF18117C415...
Name: **Sam Kramer**
Title: **SVP, Finance**
Date: **4/10/2024**

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Agreement for 2024 Civic Center Block Party Attractions and Games

INTRODUCTION

The City of Lakewood will host the Civic Center Block Party on Saturday, June 29, 2024. Attractions and games will be open from 4 to 9 p.m., with tickets sales concluding at 8 p.m.

STATEMENT OF FACT

The Civic Center Block Party will return to Lakewood on Saturday, June 29, 2024. The event will offer live entertainment, a Family Fun Zone, food booths and trucks, Shop Lakewood promotional booths and a fireworks show.

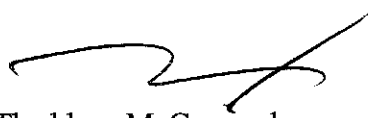
Elite Special Events will provide 12 inflatable attractions and six game booths for the event. Tickets will be sold on site at the event. Wristbands providing unlimited use of the attractions and games will be sold for \$40, a family pack of 25 tickets for \$20, and individual tickets for \$1. Attractions and games take 2-4 tickets, depending on the attraction or game.

Staff has worked closely with Elite Special Events to provide attractions and games at past events. The contractor has proven to be trusted, reliable, and provides safe attractions for this and other events in Los Angeles and Orange Counties. The contractor shall pay the city 20% of gross receipts from the event and the city shall incur no out of pocket expenses.

RECOMMENDATION

Authorize the mayor and the city clerk to execute the Agreement for the 2024 Civic Center Block Party attractions and games with Elite Special Events subject to approval as to legal form by the city attorney.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
AGREEMENT FOR
2024 CIVIC CENTER BLOCK PARTY ATTRACTIONS AND GAMES**

This Agreement made and entered into this 23rd day of April 2024 by and between CITY OF LAKEWOOD, a municipal corporation (“City”), and ELITE SPECIAL EVENTS, a corporation (“Contractor”).

WITNESSETH

WHEREAS, City has approved and scheduled the Civic Center Block Party; and

WHEREAS, City desires to provide family entertainment and amusements as part of the Civic Center Block Party; and

WHEREAS, Contractor represents that it has the equipment, supplies and technical personnel to provide said family entertainment and amusements; and

WHEREAS, Contractor is desirous of providing said family entertainment and amusements;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and Agreements of each of the parties as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** Contractor agrees to provide at its own cost and expense:
 - A. Family entertainment and amusements as listed in Exhibit A with the understanding that Contractor may at its request substitute amusements not listed, provided City approval in writing is received for said substitution.
 - B. All necessary personnel, equipment and supplies for this Agreement event including, but not limited to two (2) management staff, set-up crew, various entertainment attractions, generators, and cleanup crew.
 - C. Appropriate and clean uniforms for all Contractor’s employees.

2. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services in meeting its obligations under this Agreement. Generally, accepted standards shall include, but are not limited to, American Society for Testing and Materials (ASTM) F2374-10, Standard Practice for Design, Manufacture, Operation, and Maintenance of Inflatable Amusement Devices

3. **TIME OF PERFORMANCE.** Contractor agrees to provide said family entertainment and amusements to the public on Saturday, June 29, 2024 from 4:00 p.m. – 9:00 p.m. Contractor is to have attractions set-up and ready for inspection by 3 p.m. on Saturday, June 29, 2024. Contractor agrees to stop ticket sales at 8:00 p.m.

City reserves the right to change the time, place and manner of said event in any respect at any time prior to thirty (30) days before June 29, 2024.

4. **SET-UP/BREAKDOWN TIME.** City agrees to allow Contractor a period of six hours prior to the event for set-up. City agrees to allow Contractor a period of one and a half hours for breakdown at the conclusion of the event.
5. **COMPENSATION FOR SERVICES.** As compensation for being allowed to operate said family entertainment and amusements, Contractor shall give the City of Lakewood 20% of all proceeds from event and City shall incur no out of pocket expenses.
6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.** City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Contractor at least thirty (30) days prior written notice or should it be event date.
7. **INDEPENDENT CONTRACTOR.** Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner or capacity officers, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.
8. **NON-DISCRIMINATION IN EMPLOYMENT PRACTICES.** Contractor shall not discriminate in the employment of persons in connection with the performance of services as provided for in this Agreement on the basis of race, color, creed, national origin, sex, ancestry, religion, age or handicaps.
9. **LIABILITIES AND INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless City, and its officers employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor's activities in the performance of the services under this Agreement, excepting only those actions, claims, liabilities, obligations, judgments, or damages arising out of the sole negligence of City indemnitees. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of Contractor:
 - A. Contractor shall provide a defense to City indemnitees or at City's option reimburse City indemnitees their costs of defense, including reasonable attorneys' fees, incurred

in defense of such claims; and

- B. Contractor shall promptly pay any final judgment or portion thereof rendered against City indemnitees.

10. **INSURANCE.** Prior to the beginning of and throughout the duration of the placement of any inflatable devices or other equipment, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor in excess of the minimum limits and coverage set forth in this Agreement and which is applicable to a given loss or claim shall be deemed by this Agreement to be applicable to City.

Contractor shall provide the following types and amounts of insurance:

- A. **General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- B. **Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person and an endorsement from their carrier for business use.
- C. **Workers’ compensation insurance.** Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

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

11. **ADDITIONAL INSURANCE PROVISIONS AND REQUIREMENTS**

- A. **Proof of insurance.** Contractor shall provide certificates of insurance to 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 City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. **Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or sub consultants.
- C. **Primary/Noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by 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 City before City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- D. **City's Non-compliance.** City's non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this section 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. If Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.\
- F. **Notice of cancellation.** Contractor agrees to oblige its insurance agent or broker and insurers to provide to 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.
- G. **Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- H. **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 City and approved of in writing.
- I. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor'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.
- J. **Pass through clause.** Contractor agrees to ensure that its sub consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- K. **City's right to revise specifications.** City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
- L. **Agency'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, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- M. **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 City's Risk Manager.
- N. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby

waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

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

P. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. 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 City.

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

R. **Additional insurance.** Contractor 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 work.

12. **SUBCONTRACTING.** Contractor shall not assign the performance of this Agreement, nor any part thereof, without prior written consent of City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Contractor shall perform the services described in this Agreement.

13. **GENERAL RESPONSIBILITIES.** Contractor agrees that the development, presentation and maintenance of the Civic Center Block Party family entertainment and amusements shall be its sole responsibility. It is further agreed and understood, however, that the time, place and manner of said presentation, any fees or charges for said presentation, and the overall format of said presentation shall be subject to the approval of City, and City reserves the right to terminate said presentation at any time, or to change the time, place and manner of said presentation in any respect at any time, without further notice in the reasonable discretion of the responsible City officer serving as representative of City when that officer has determined such termination is necessary for the public health, safety, convenience or welfare.

14. **UNDUE INFLUENCE.** Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of 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 City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

15. **ASSUMPTION OF RISK.** Contractor does hereby assume all risk to itself, its personnel, subcontractors, and agents and employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, or materials of the foregoing from whatever source, and said Contractor further releases City, City Council, and all officers and employees thereof, from any liability therefor, or for contribution as a joint tortfeasor therefor.
16. **WASTE.** Contractor shall not utilize any of the grounds, buildings or premises of City so as to commit waste, and where damaged by it shall restore the same to the same condition it was in prior to the commencement of this Agreement, reasonable wear and tear excepted.
17. **LEGAL RESPONSIBILITIES.** Contractor 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 its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.
18. **LAWS, ORDINANCE, LICENSES AND PERMITS.** Contractor shall comply with all applicable laws, ordinances and codes of the State, County, and City and Contractor shall obtain, at Contractor's cost, all necessary licenses, permits and approvals for said attractions. Contractor is exempt from obtaining a City business license for the Fest-of-All Community Special Event. At all times during the term of this Agreement, Contractor 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.** City and Contractor 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 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, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
21. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

**EXHIBIT A
AMUSEMENTS AND GAMES TO BE PROVIDED
FOR LAKEWOOD'S CIVIC CENTER BLOCK PARTY**

Under the terms of this Agreement, Contractor's services will be retained by City. This Agreement is authorization for the Contractor to place inflatable amusement devices at specified locations in, on or about City owned park or other facility authorized for use by City.

LIST OF AMUSEMENTS AND GAMES FOR LAKEWOOD'S CIVIC CENTER BLOCK PARTY

1	Two (2) Inflatable Rock Walls
2	Two (2) Inflatable Slides
3	One (1) Obstacle Course
4	Three (3) Bouncers
5	One (1) Mechanical Bull
6	One (1) Jousting Competition
7	Six (6) Game Booths
8	One (1) Radar Speed Pitch
9	One (1) Batter Up Baseball
10	One (1) Bungee Trampoline
11	One (1) Laser Tag
12	One (1) Wrecking Ball
13	One (1) Big Baller Wipeout
14	Ten (10) Generators
15	Twenty-Two (22) Attendants

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Public Hearings

Item 1.1 - Introduction of Ordinance to Authorize Backyard Beekeeping of Honeybees
will be continued to May 28, 2024

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Legislation

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKEWOOD APPOINTING MEMBERS OF THE VARIOUS
COMMISSIONS OF THE CITY OF LAKEWOOD

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

SECTION 1. The following residents of the City of Lakewood are hereby appointed members of the Community Safety Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 2. The following residents of the City of Lakewood are hereby appointed members of the Planning and Environment Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 3. The following residents of the City of Lakewood are hereby appointed members of the Recreation and Community Services Commission for a term of two years terminating with the second Council meeting following the next general municipal election:

SECTION 4. This Resolution shall be effective on the 23rd day of April, 2024. No appointment herein shall be effective until said members take the Constitutional Oath of Office.

ADOPTED AND APPROVED THIS 23RD DAY OF APRIL, 2024.

Mayor

ATTEST:

City Clerk

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Reports

ORGANIZATIONAL APPOINTMENTS

ORGANIZATIONS	2023-24	2024-25
California Contract Cities Association	Wood – Rep. Chase – Alt.	_____ – Rep. _____ – Alt.
California Joint Powers Insurance Authority	Croft – Rep. Wood – Alt.	_____ – Rep. _____ – Alt.
Council of Governments Organizations		
1. Southern California Association of Governments (SCAG)		
a. Representative		
b. General Assembly (Annual Conference) ²	Pe – Rep. Chase – Alt.	_____ – Rep. _____ – Alt.
2. Gateway Cities COG Board	Pe – Rep. Rogers – Alt.	_____ – Rep. _____ – Alt.
Greater Los Angeles County Vector Control District ³	Croft – Rep.	Croft – Rep.
Job Training Partnership Act SELACO WDB	Wood – Policy Bd	_____ – Policy Bd
League of California Cities		
1. L.A. County Division	Pe – Rep. Chase – Alt.	_____ – Rep. _____ – Alt.
2. L.A. County City Selection Committees ⁴	Pe – Rep. Croft – Alt.	_____ – Rep. _____ – Alt.
3. Annual League Conference ²	Chase – Rep. Croft – Alt.	_____ – Rep. _____ – Alt.
L.A. County Sanitation Districts 3 & 19 ¹	Pe – Rep. Rogers – Alt.	_____ – Rep. _____ – Alt.
Southeast Water Coalition	Rogers – Rep. Chase – Alt.	_____ – Rep. _____ – Alt.
Southeast Resource Recovery Facility (SERRF) Joint Powers Authority ⁵	Wood – Rep. Croft – Alt.	_____ – Rep. _____ – Alt.

1 - Representative must be the Mayor. For City Selection Committees, Mayor must designate an alternate for each meeting where required.

2 - If neither can attend, delegate may be appointed by Mayor prior to annual conference

3 - Two-year term expiring in January 2026

4 - Committees appoint City representatives to boards, commissions, and agencies specified by law (e.g., AQMD, MTA, and Library Commission). Committees meet on an “as needed” basis during League (County Division) Meetings

5 - Three-year term expiring in 2025

COMMITTEE APPOINTMENTS

STANDING COMMITTEES	2023-24	2024-25
Intergovernmental Relations ¹	Pe – Chair Rogers – Member	_____ - Chair _____ - Member
Lakewood Schools	Rogers – Chair Wood – Member	_____ - Chair _____ - Member
Environmental Management	Croft – Chair Wood – Member	_____ - Chair _____ - Member
Public Safety ²	Rogers – Chair Pe – Member	_____ - Chair _____ - Member
Park Development	Wood – Chair Pe – Member	_____ - Chair _____ - Member
Water Resources	Pe – Chair Croft – Member	_____ - Chair _____ - Member
Community Promotion	Chase – Chair Pe – Member	_____ - Chair _____ - Member
Economic Development	Pe – Chair Croft – Member	_____ - Chair _____ - Member
Hall of Fame – Board of Electors	Wood – Chair	_____ - Chair
Audit ³	Chase – Chair Wood – Member	_____ - Chair _____ - Member
Capital Improvement Plan	Croft – Chair Chase – Member	_____ - Chair _____ - Member
Race, Equity, Diversity and Inclusion	Pe – Chair Croft – Member	_____ - Chair _____ - Member

1 – Current Mayor and Vice Mayor (since 1999)

2 - Includes License & Permit Hearing Board

3 - Comprises Members of Measure L Community Oversight Committee (per Bylaws)

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Purchase of Howard L. Chambers Memorial Tennis Courts Monument Sign

INTRODUCTION

In 2021, City Council dedicated the new Mayfair tennis courts in honor of former City Manager Howard Lee Chambers. Staff has now received a proposal for the manufacturing and installation of new monument signage for the Howard L. Chambers Tennis Courts at Mayfair Park.

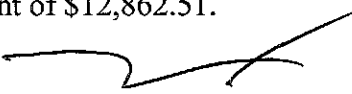
STATEMENT OF FACT

Staff has developed a proposed design for the monument signage for the HLC tennis courts and received a proposal from Trader Signs of Anaheim for the manufacturing and placement of the monument sign at a total proposed cost of \$12,862.51. Staff recommends authorizing the purchase of the sign in order to proceed with the manufacturing of the sign. Staff will separately request proposals for the associated site work from the contractors on our CUPCCAA list. This associated site work includes a concrete mow strip and foundation for the monument sign. The rough-order-of-magnitude (ROM) for the associated site work is estimated to be approximately \$5,000 but we have not received pricing at this time. There are adequate funds in the project account 10109922-58800-70135 to cover the purchase of the sign and associated site work.

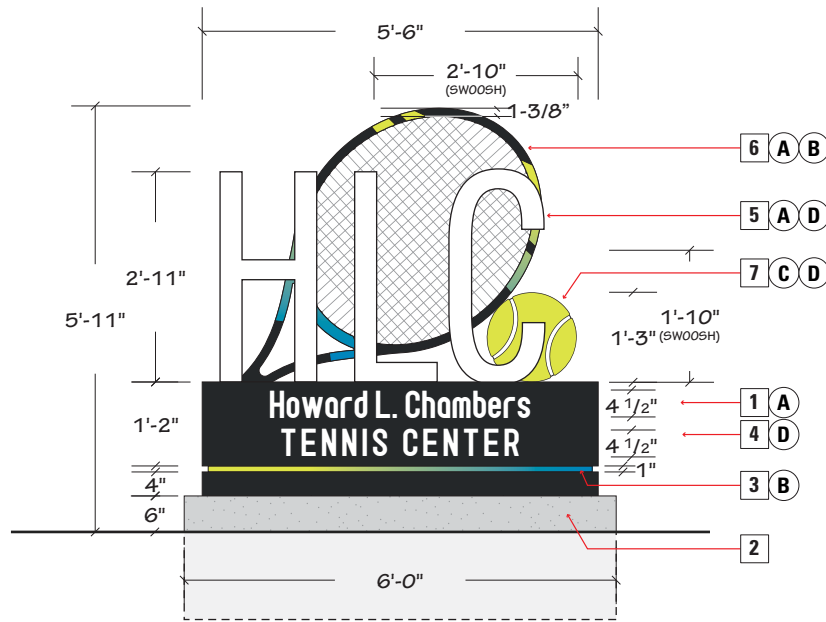
RECOMMENDATION

That the City Council authorize staff to issue a Purchase Order to Trade Signs of Anaheim for the purchase and installation of the monument sign in the amount of \$12,862.51.

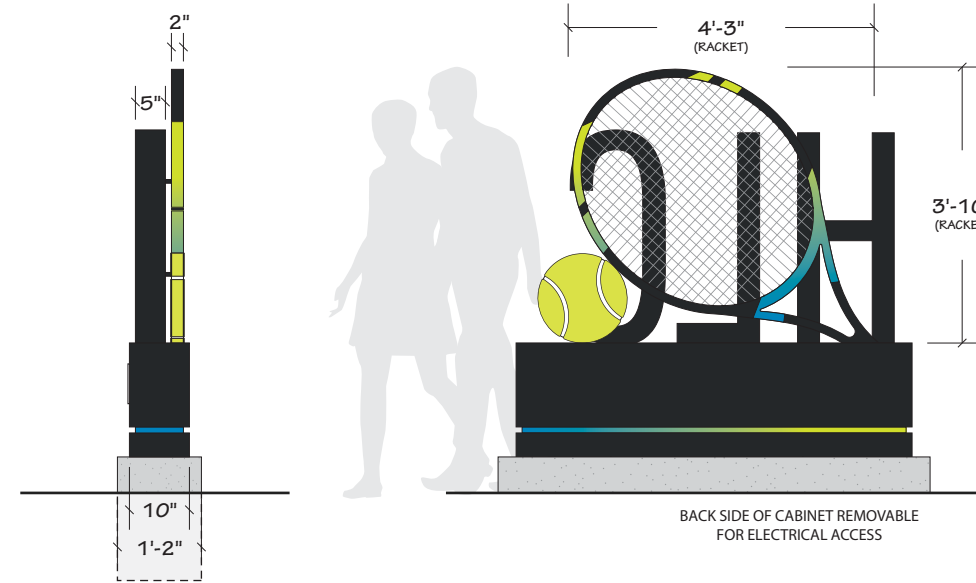
Kelli Pickler 
Director of Public Works


Thaddeus McCormack
City Manager

NON ILLUMINATED MONUMENT SIGN

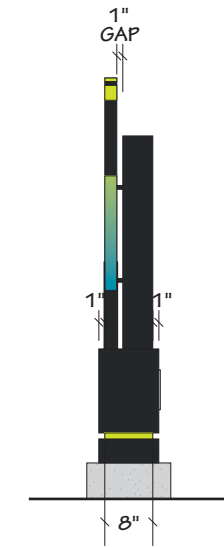


1 FRONT VIEW
SCALE: 3/8" = 1' - 0"
35.5 SQ. FT.



2 SIDE VIEW
SCALE: 3/8" = 1' - 0"

3 REAR VIEW
SCALE: 3/8" = 1' - 0"

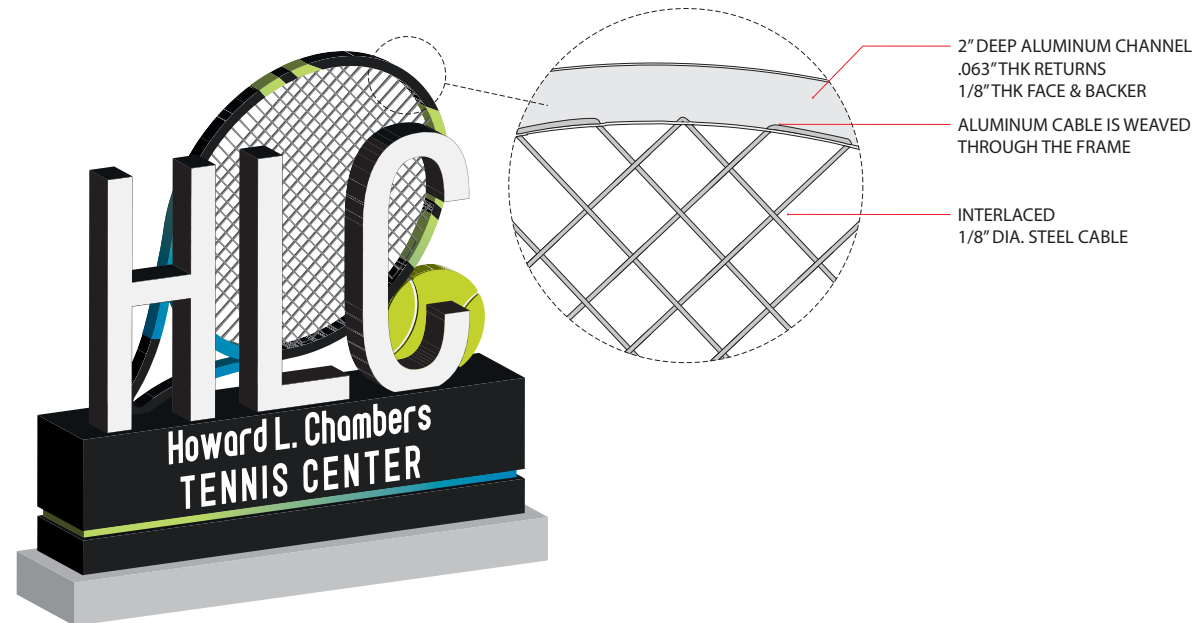


4 SIDE VIEW
SCALE: 3/8" = 1' - 0"

- 1** 10" DEEP ALUMINUM MONUMENT BASE
- SQ. ALUM. TUBE FRAME W/ 1/8" THK ALUM. SKIN
- 2** 6" TALL CONCRETE MOW STRIP W/ NEW SPREAD CONCRETE FOOTING
- 3** 1" TALL AND DEEP INSET REVEAL
- 4** 1/4" THK WHITE ACRYLIC COPY
- 5** 5" DEEP ALUMINUM TRIMLESS CHANNEL LETTERS
NON ILLUMINATED
- ALUMINUM CONSTRUCTION
- MECHANICALLY FASTENED AT BOTTOM
- 6** 2" DEEP ALUMINUM RACKET
- ALUMINUM CHANNEL CONSTRUCTION W/ INTERNAL ALUM. GUSSETTS AS NEEDED
- PAINTED
- 1/8" DIA. ST'L CABLE INTERLACED & FASTENED INSIDE RACKET CHANNEL
- REMOVABLE BACK FACE FOR CABLE ACCESS
- 7** 2" DEEP ALUMINUM TENNIS BALL
- ALUMINUM CHANNEL CONSTRUCTION W/ INTERNAL ALUM. GUSSETTS AS NEEDED
- 1/8" THK ALUMINUM FACES W/ 1/8" THK ALUM. OVERLAY
- PAINTED

A	PMS 426 C	C	PMS 380 C
B	CUSTOM GRADIENT PMS 380 C / PMS PROCESS BLUE C	D	WHITE

SEE NEXT PAGE FOR ALT. COLOR OPTIONS



5 DIMENSIONAL VIEW / DETAILS
SCALE: N.T.S.

FILE NAME: 2024_Speed Addicts_PROOF 5

TRADER SIGNS

5325 E. HUNTER AVE. ANAHEIM, CA. 92807
(714) 912-5119 info@tradersigns.com

DATE:	03/11/24	PROJECT NAME:	HLC TENNIS CENTER
DRAWN:	L. BALTAZAR	DESCRIPTION:	NON ILLUMINATED MONUMENT
SALES:	L. CHALACAN	JOB SITE LOCATION:	CITY OF LAKEWOOD HLC TENNIS CENTER

X LANDLORD APPROVAL: _____ DATE: _____

X CLIENT APPROVAL: _____ DATE: _____

SHEET
OF

THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY TRADER SIGNS. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONJUNCTION WITH A PROJECT BEING PLANNED FOR YOU BY TRADER SIGNS AND SHALL NOT BE REPRODUCED, USED BY OR DISCLOSED TO ANY FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN PERMISSION

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



Estimate

5325 E. Hunter Ave. Anaheim CA. 92807

714-912-5119

E-mail: info@tradersigns.com

Date	Estimate #
3/11/2024	1166

Name / Address

CITY OF LAKEWOOD
5050 CLARK AVE
LAKEWOOD CA. 90712

Customer Contact

Customer Contact	Customer Phone	Rep	Terms	Project/Job
	562-866 9771	LC	50% Deposit Balan...	Howard L. Chambers TENNIS CENTER
Description		Qty	Rate	Total
S/F NOT ILLUMINATED MONUMENT SIGN 5'-11"H x5'-6" W PER CUSTOMER APPROVED ARTWORK		1	10,805.00	10,805.00T
50% Deposit Balance Upon completion			Total	



Estimate

5325 E. Hunter Ave. Anaheim CA. 92807
 714-912-5119
 E-mail: info@tradersigns.com

Date	Estimate #
3/11/2024	1166

Name / Address

CITY OF LAKEWOOD
 5050 CLARK AVE
 LAKEWOOD CA. 90712

Customer Contact

Customer Contact	Customer Phone	Rep	Terms	Project/Job
	562-866 9771	LC	50% Deposit Balan...	Howard L. Chambers TENNIS CENTER
Description	Qty	Rate	Total	
10" DEEP ALUMINUM MONUMENT BASE - SQ. ALUM. TUBE FRAME W/ 1/8" THK ALUM. SKIN - NOT ILLUMINATED - ROUTED-OUT FACE FOR PUSH-THRU COPY READING "Howard L. Chambers" " TENNIS CENTER" 1/2" THK TRANSL. WHITE PUSH-THRU ACRYLIC COPY - 1/4" EXPOSED 6" TALL CONCRETE MOW STRIP W/ NEW SPREAD CONCRETE FOOTING 1" TALL INSET REVEAL ILLUMINATED 5" DEEP ALUMINUM TRIMLESS CHANNEL LETTERS READING " HLC - NOT ILLUMINATED - ALUMINUM CONSTRUCTION W/ 1/2" THK TRANSLUCENT WHITE ACRYLIC FACE - MECHANICALLY FASTENED AT BOTTOM 2" DEEP ALUMINUM RACKET - ALUMINUM CHANNEL CONSTRUCTION W/ INTERNAL ALUM. GUSSETTS AS NEEDED - PAINTED - 1/8" DIA. ST'L CABLE INTERLACED & FASTENED INSIDE RACKET CHANNEL - REMOVABLE BACK FACE FOR CABLE ACCESS 2" DEEP ALUMINUM TENNIS BALL - ALUMINUM CHANNEL CONSTRUCTION W/ INTERNAL ALUM. GUSSETTS AS NEEDED - 1/8" THK ALUMINUM FACES W/ 1/8" THK ALUM. OVERLAY - PAINTED ENGINEERING PLANS				0.00T
50% Deposit Balance Upon completion			Total	



Estimate

5325 E. Hunter Ave. Anaheim CA. 92807

714-912-5119

E-mail: info@tradersigns.com

Date	Estimate #
3/11/2024	1166

Name / Address

CITY OF LAKEWOOD
5050 CLARK AVE
LAKEWOOD CA. 90712

Customer Contact

Customer Contact	Customer Phone	Rep	Terms	Project/Job
	562-866 9771	LC	50% Deposit Balan...	Howard L. Chambers TENNIS CENTER
Description	Qty	Rate	Total	
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		10.25%	1,107.51	
50% Deposit Balance Upon completion			Total	\$12,862.51

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COUNCIL AGENDA

April 23, 2024

TO: The Honorable Mayor and City Council

SUBJECT: Pan Am Fiesta Preview

INTRODUCTION

The city will host the annual Pan Am Fiesta at Mayfair Park beginning Thursday, May 9 and concluding on Sunday, May 12, 2024.

STATEMENT OF FACT

Lakewood's oldest community special event dates back to 1945 when Dr. Walter Montano, former Bolivian consul, and Jesse Solter, a local schoolteacher, shook hands over a backyard fence and pledged to begin a program that fostered good relations with Lakewood's Latin American neighbors. This year's Pan Am Fiesta will continue with special event elements, including amusement rides, food booths, a cultural mix of live entertainment, the Children's Cultural Booth, a shoppers circle, and a display of Lakewood's Pan American history.

Amusement Rides

This year, amusement rides and carnival attractions will once again open on Thursday, May 9 with a "Family Fun Night" of carnival games and rides from 5 to 9 p.m. This popular element returns to the Pan Am Fiesta calendar and features \$3 amusement rides and concession items for sale. There is a \$3 surcharge on all new wristband purchases. No surcharge on wristband reloads. The family-friendly celebration continues Friday, May 10 from 5 to 10 p.m., Saturday, May 11 from 11 a.m. to 10 p.m., and Sunday, May 12 from 12 p.m. to 9 p.m.

Advanced purchase of promotional wristbands and ride tickets will go on sale beginning Monday, April 29 at Lakewood City Hall. For \$35, the wristband will provide unlimited ride access on either Friday, Saturday or Sunday from opening until 30 minutes before closing each night. Single ride tickets are also available in advance of the carnival and at a discounted rate. Ten rides can be purchased for \$35 and are good any one day on Friday, Saturday or Sunday. Presale tickets and wristbands provide the greatest value and savings to families who want to enjoy carnival activities over Mother's Day weekend.

Ride tickets will be sold throughout the weekend. Event day costs for unlimited ride wristbands is \$40 and credits are good for rides, food and games. The number of credits required varies for each ride, food item and/or game booth.

Tiers of credits available for purchase are:

- 36 credits for \$18
- 56 credits plus one free ride is \$28
- 96 credits plus 3 free rides is \$48
- 156 credits plus 5 free rides is \$78

Food Booths

Food booths and food trucks are sponsored by Lakewood community groups and offer an array of food options including kettle corn, hamburgers, hot dogs, tacos, loaded fries, shaved ice and ice cream. Food booths and food trucks will be open Friday, May 10 from 5 to 9 p.m. and Saturday, May 11 from 11 a.m. to 9 p.m.

Concessions operated by Lakewood community groups provide Fiesta participants with an affordable and diverse menu to choose from and supports programs, activities and scholarships for Lakewood's youth. Participating community groups include Pan American Association, Lakewood Lions Club, Rotary Club of Lakewood, Soroptimist Lakewood/Long Beach, Mayfair High School Volleyball, and Mayfair and Del Valle Tot Lots.

Live Entertainment

Large audiences have always enjoyed Pan Am Fiesta entertainment, as there are many opportunities for Lakewood residents to listen or dance to many genres of music. On Friday, May 10, evening entertainment begins at 5:30 p.m. and will feature Kick It Up Dance Studio providing a youth dance performance. Later in the evening, The Susie Hansen Latin Band will take the stage.

Saturday, May 11 will offer free live music that will keep the audience entertained. The Mayfair High School youth band and choral group will open on Saturday at 11 a.m. and immediately following, Boy Scouts of America, Troop 134, will participate in the Pan Am Fiesta Welcome and Flag Ceremony. A parade of flags from 35 countries in the Organization of American States is part of the Pan Am Fiesta's traditional opening. The ceremony represents friendship and cooperation, two terms that are symbolic of the Lakewood community. Saturday's concert lineup also includes a performance by Polynesian dancers. The concert schedule continues with Adelaide Pilar (Latin/Salsa) at 4:30 p.m. and Undercover (Top 40s) will close out the night from 7 to 9 p.m.

Children's Cultural Booth

Children, ages 12 and under can participate in free craft and cooking activities in the Children's Cultural Booth. The activities in the Cultural Booth feature activities unique to many Pan American countries and provide a hands-on experience for all the young people who participate. The Children's Cultural Booth operates from 11 a.m. to 5 p.m. on Saturday, May 11. The booth will be in a new location just east of the tennis courts under the large canopy.

Craft and Community Display Booths

On Saturday May 11 from 11 a.m. to 6 p.m., over 50 arts and crafts vendors will bring their wares to the Pan Am Fiesta. Jewelry, clothing, floral décor and wall art are among the many items for sale by vendors. Fiesta participants can also learn more about the history and the traditions of the Pan Am Fiesta by visiting the Pan American Festival Historical Display located in the Activity Room at Mayfair Park. The display is coordinated by the Lakewood Pan American Association and features iconic photos, newspaper references and historical letters, which collectively communicate Lakewood's long history in celebrating Pan American friendship.

Shuttle

To reduce the stress of finding a parking space around the vicinity of Mayfair Park on Saturday, May 11, a free shuttle will run from City Hall to Mayfair Park every 15 minutes beginning at 10 a.m. and ending at 9:30 p.m. Fiesta participants can park in the east parking lot of City Hall and get shuttle service to the main Pan Am Fiesta entrance on Clark Avenue.

Security

The Los Angeles County Sheriff's Department provides uniformed security on foot within the amusement ride area and the community booth area. Their highly visible presence, combined with Community Safety Officers, will provide a greater sense of safety and security for all event attendees throughout the four-day event. In addition, deputies provide assistance in locating lost children and directing Pan Am Fiesta participants to first aid and information areas.

Beginning on Thursday, May 9 through Sunday, May 12 in the evenings and early mornings, Southwest Patrol will provide security to patrol the area north of the carnival to supervise the area where there is city equipment onsite for the event.

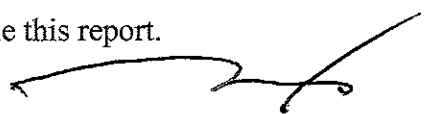
SUMMARY

The Pan Am Fiesta continues to be a wonderful opportunity for Lakewood residents to gather with family and friends, enjoy live entertainment, savor great food, take in the thrill of amusement rides, and shop for handmade and unique gifts. Each year, attendance reaches 15,000 participants over the extended weekend.

RECOMMENDATION

Staff recommends the City Council receive and file this report.

Valarie Frost, Director *VF*
Recreation and Community Services


Thaddeus McCormack
City Manager