

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

June 14, 2022

**ADJOURNED MEETING:** 5:00 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, Personnel Technician  
Employee Organization: Lakewood City Employees’ Association

**RECEPTION:** “Lakewood Celebrates . . .” 6:00 p.m.

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

**INVOCATION:** Father John Woolway, St. Pancratius Catholic Church

**PLEDGE OF ALLEGIANCE:** Cub Scout Pack 208

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

**ANNOUNCEMENTS AND PRESENTATIONS:**

**ROUTINE ITEMS:**

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held May 24, and June 8, 2022

RI-2 PERSONNEL TRANSACTIONS - Staff recommends City Council approve report of personnel transactions.

RI-3 REGISTERS OF DEMANDS - Staff recommends City Council approve registers of demands.

RI-4 CITY COUNCIL COMMITTEES’ ACTIVITIES - Staff recommends City Council receive and file the report.

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

- RI-5 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 - Staff recommends City Council receive and file the report.
- RI-6 BIENNIAL REVIEW OF CONFLICT OF INTEREST CODES - Staff recommends City Council direct City Clerk to commence review of City of Lakewood Conflict of Interest Code and report results to City Council on or before October 1, 2022.
- RI-7 PERMITS FOR STREET CLOSURES FOR JULY 4TH BLOCK PARTIES - Staff recommends City Council approve permits be issued to responsible applicants authorizing temporary closure at requested locations on Monday, July 4, 2022.
- RI-8 2021 PERMIT APPLICATIONS FOR THE SALE OF FIREWORKS - Staff recommends City Council approve the applications for firework stand permits for the 25 organizations and authorize staff to issue permits for temporary fireworks stands to these organizations.
- RI-9 REAPPOINTMENT TO THE SOUTHEAST LOS ANGELES COUNTY WORKFORCE DEVELOPMENT BOARD - Staff recommends City Council approve reappointment of Michael Segura to Southeast Los Angeles County Workforce Development Board.

### **PUBLIC HEARINGS:**

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

- a. Presentation of Report by City Manager
- b. Memorandum from City Attorney
- c. RESOLUTION NO. 2022-28; AMENDING THE BIENNIAL BUDGET FOR FISCAL YEAR 2021-2022 AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2022 - Staff recommends City Council adopt proposed resolution.
- d. RESOLUTION NO. 2022-29; DETERMINING THE TOTAL ANNUAL APPROPRIATION SUBJECT TO LIMITATION OF THE CITY OF LAKEWOOD FOR FISCAL YEAR 2022-2023 - Staff recommends City Council adopt proposed resolution.
- e. RESOLUTION NO. 2022-30; ADOPTING THE BIENNIAL BUDGET AND APPROPRIATING REVENUE FOR THE FISCAL YEARS 2022-23 and 2023-24 - Staff recommends City Council adopt proposed resolution.
  - 1) RESOLUTIONS NO. 2022-31 AND NO. 2022-32; CERTIFYING TO CITY LIGHT AND POWER LAKEWOOD THAT BASIC FEE PAYMENTS HAVE BEEN INCLUDED IN THE BUDGET - Staff recommends City Council adopt proposed resolution.
  - 2) RESOLUTION NO. 2022-33; RENEWING AN AGREEMENT FOR A COMMUNITY RECREATION PROGRAM WITH THE ABC UNIFIED SCHOOL DISTRICT - Staff recommends City Council adopt proposed resolution and approve agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for period of July 1, 2022, to June 30, 2023.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

- 3) RESOLUTION NO. 2022-34; RENEWING AN AGREEMENT BETWEEN THE CITY AND COMMUNITY FAMILY GUIDANCE CENTER - Staff recommends City Council adopt proposed resolution and approve agreement with Community Family Guidance Center to provide counseling services to residents of Lakewood for period of July 1, 2022, to June 30, 2023.
  
- 4) RESOLUTION NO. 2022-35; RENEWING AN AGREEMENT BETWEEN THE CITY AND HUMAN SERVICES ASSOCIATION (HSA) - Staff recommends City Council adopt proposed resolution and approve agreement with Human Services Association to provide congregate and home delivered meals to residents of Lakewood for period of July 1, 2022, to June 30, 2023.
  
- 5) RESOLUTION NO. 2022-36; RENEWING AN AGREEMENT BETWEEN THE CITY AND LAKEWOOD MEALS ON WHEELS - Staff recommends City Council adopt proposed resolution and approve agreement with Lakewood Meals On Wheels to provide services to residents of Lakewood for period of July 1, 2022, to June 30, 2023.
  
- 6) RESOLUTION NO. 2022-37; RENEWING AN AGREEMENT BETWEEN THE CITY AND PATHWAYS VOLUNTEER HOSPICE - Staff recommends City Council adopt proposed resolution and approve agreement with Pathways Volunteer Hospice to provide services to residents of Lakewood for period of July 1, 2022, to June 30, 2023.
  
- 7) RESOLUTION NO. 2022-38; RENEWING AN AGREEMENT BETWEEN THE CITY AND SU CASA - ENDING DOMESTIC VIOLENCE - Staff recommends City Council adopt proposed resolution and approve agreement with Su Casa - Ending Domestic Violence to provide emergency and transitional housing services to residents of Lakewood for period of July 1, 2022, to June 30, 2023.
  
- 8) TELECOMMUNICATIONS SERVICES AGREEMENT WITH ABILITA LA - Staff recommends City Council extend telecommunications services agreement with Abilita LA for period ending June 30, 2023, in amount not to exceed \$23,100 per year, and authorize Mayor to sign amendment in form approved by City Attorney.
  
- 9) AGREEMENT FOR HVAC AND REFRIGERATION MAINTENANCE AND REPAIR SERVICES WITH AIRE RITE A/C AND REFRIGERATION INC. - Staff recommends City Council extend HVAC and refrigeration maintenance service agreement with Aire Rite A/C and Refrigeration for one-year period June 30, 2023, in amount not to exceed \$150,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.
  
- 10) AGREEMENT FOR CROSSING GUARD SERVICES WITH ALL CITY MANAGEMENT SERVICES, INC. - Staff recommends City Council approve agreement with All City Management Services, Inc. for contract crossing guard services at ten designated posts and as-needed relief coverage citywide during the 2022-2023 and 2023-2024 school years for the term commencing July 1, 2022, through June 30, 2024, and authorize the Mayor to sign the agreement as approved by the City Attorney.
  
- 11) AGREEMENT WITH ALS GROUP U.S.A. FOR WATER QUALITY TESTING SERVICES - Staff recommends City Council extend the existing agreement with ALS Group USA, Corp. for water quality testing to June 30, 2024, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

12) AGREEMENT FOR ENGINEERING SERVICES WITH ASSOCIATED SOILS ENGINEERING, INC. - Staff recommends City Council extend engineering services agreement with Associated Soils Engineering for period ending June 30, 2023, in amount not to exceed budgeted amounts for geotechnical work, and authorize Mayor to sign amendment in form approved by City Attorney.

13) AGREEMENT FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE - Staff recommends City Council amend a contract with Bakersfield Well & Pump Co. for on-call services for well and booster pump maintenance and authorize Mayor to sign contract in a form approved by City Attorney.

14) AGREEMENT WITH BREA IT FOR INFORMATION TECHNOLOGY SERVICES – Staff recommends City Council authorize the Mayor to execute an amendment to professional services agreement with BreaIT Solutions for information technology services for the period July 1, 2022, through June 30, 2024.

15) AGREEMENT FOR ON-CALL CONSULTING SERVICES WITH CANNON CORPORATION - Staff recommends City Council approve the a Professional Services Agreement with Cannon Corporation on-call consulting services to June 30, 2024; appropriate \$50,000 in Water Reserve Funds; and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

16) AGREEMENT FOR WELL 28 EQUIPPING PROJECT WITH CANNON CORPORATION - Staff recommends City Council approve the second amendment to professional services agreement with Cannon Corporation to extend the existing contract to June 30, 2023, and authorize the Mayor to sign the contract in a form approved by the City Attorney.

17) WATER RIGHTS ACCOUNTING ERROR SETTLEMENT APPROVAL - Staff recommends City Council approve the settlement agreement with the Water Replenishment District regard the correction to the Central Basin Water Rights Storage account balance of the City and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

18) AGREEMENT FOR HARDSCAPE MAINTENANCE WITH CJ CONSTRUCTION - Staff recommends City Council extend hardscape maintenance agreement with CJ Construction for period ending June 30, 2023, in amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize Mayor to sign amendment in form approved by City Attorney.

19) AGREEMENT FOR ADVANCED SURVEILLANCE AND PROTECTION (ASAP) SYSTEM EQUIPMENT - Staff recommends City Council approve agreement with Convergent Technologies for the maintenance of the ASAP system for a 3-year term commencing July 1, 2022, and expiring June 30, 2025, at a cost of \$56,614 plus hourly service rates, and authorize the Mayor to execute the agreement as approved by the City Attorney.

20) AGREEMENT WITH CRAFTWATER ENGINEERING - Staff recommends City Council renew the on-call Engineering Services Agreement with Craftwater Engineering, Inc. for a one-year period ending June 30, 2023, and authorize the mayor to sign the amendment in a form approved by the City Attorney.



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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

- 21) AGREEMENT FOR ON-CALL ROOF WARRANTY INSPECTION AND CONSULTING SERVICES WITH D7 CONSULTING - Staff recommends City Council renew the consulting agreement with D7 Consulting Inc. for roof warranty and inspection services for a one-year period ending June 30, 2023, in an amount not-to-exceed \$250,000, and authorize the Mayor and City Clerk to sign the agreement in a form as approved by the City Attorney.
  
- 22) AGREEMENT FOR ARCHITECTURAL SERVICES WITH DAHLIN GROUP - Staff recommends City Council amend the on-call architectural services agreement with Dahlin Group, and authorize the Mayor to sign amendment in a form approved by the City Attorney.
  
- 23) AGREEMENT WITH DAVID GEORGE + ASSOCIATES - Staff recommends City Council amend the on-call architectural services agreement with DG+A, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.
  
- 24) AGREEMENT WITH DEKRA-LITE FOR CENTRE DECOR - Staff recommends City Council extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one-year period ending June 30, 2022, in an amount not to exceed \$40,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney; and authorize staff to purchase the Holiday tree upgrades from Dekra-Lite in an amount not to exceed \$28,762.
  
- 25) AGREEMENT WITH DIVE/CORR INC. FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE – Staff recommends City Council extend the existing agreement with Dive/Corr Inc. for water storage facility inspection and maintenance and authorize Mayor to sign contract in form approved by City Attorney.
  
- 26) AGREEMENT WITH DOTY BROS CONSTRUCTION FOR ON-CALL EMERGENCY UTILITY REPAIRS – Staff recommends City Council approve amendment to professional services agreement with Doty Bros. Construction to extend existing agreement to June 30, 2024, and authorize Mayor to sign contract in form approved by City Attorney
  
- 27) AGREEMENT FOR YOUTH TRANSPORTATION SERVICES WITH DURHAM SCHOOL SERVICES - Staff recommends City Council approve the charter bus agreement with Durham School Services for youth excursion programs for one-year period of July 1, 2022, to June 30, 2023.
  
- 28) AGREEMENT FOR DOCUMENT IMAGING SYSTEM MAINTENANCE AND SUPPORT - Staff recommends City Council authorize extension through June 30, 2023, of agreement with ECS Imaging, Inc. for maintenance and support of Laserfiche system in amount not to exceed \$10,667, and authorize Mayor to execute amendment to agreement subject to approval of City Attorney.
  
- 29) AGREEMENT WITH FAIR HOUSING CONSULTANTS INC. - Staff recommends City Council approve the renewal of the contract and amended scope of services with Sharron Hillery for fair housing consulting services through June 30, 2022, and authorize the contract amount not to exceed \$38,700 for the year.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

30) AGREEMENT FOR ON-CALL ELECTRICAL ENGINEERING SERVICES WITH FBA ENGINEERING - Staff recommends City Council renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2022-2023 in an amount not-to-exceed \$100,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

31) AGREEMENT FOR ELECTRICAL SUPPORT SERVICES WITH FINELINE ELECTRIC - Staff recommends City Council extend service provider agreement with Fineline Electric for electrical support services for FY 2022-2023, in amount not to exceed \$55,000, and authorize Mayor to sign amendment in form approved by City Attorney.

32) AGREEMENT TO PROVIDE, PURCHASE AND INSTALL CATCH BASIN INSERTS AGREEMENT WITH G2 CONSTRUCTION AND AUTHORIZE WILLDAN TO CONDUCT PROJECT MANAGEMENT AND INSPECTION - Staff recommends City Council approve the amendment to the agreement with G2 Construction, Inc., in an amount not to exceed \$500,000, plus a 10% contingency, utilizing the County of Orange Master Agreement for purchase and installation of catch basin inserts, and authorize Willdan Engineering to perform project management and inspection services under the on-call services provider agreement on a time and material basis in an amount not to exceed \$65,000, plus a 10% contingency.

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

34) AGREEMENT FOR STORM WATER SERVICES WITH JOHN L. HUNTER & ASSOCIATES - Staff recommends City Council amend storm water services agreement with John L. Hunter & Associates for period ending June 30, 2023, in a not to exceed budgeted amount and authorize Mayor to sign amendment in form approved by City Attorney.

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

36) AGREEMENT FOR ELEVATOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES WITH LIFTECH ELEVATOR SERVICES, INC. - Staff recommends City Council amend elevator services agreement with Liftech Elevator Services for period ending June 30, 2023, in amount not to exceed \$20,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

37) AGREEMENT FOR TRANSPORTATION PLANNING AND ENGINEERING SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. - Staff recommends City Council extend transportation planning and engineering services agreement with LSA for period ending June 30, 2023, in amount not to exceed budgeted amounts for transportation planning and authorize Mayor to sign amendment in form approved by City Attorney.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

38) AGREEMENT WITH MACERICH LAKEWOOD LP FOR LAW ENFORCEMENT SERVICES AT LAKEWOOD CENTER MALL - Staff recommends City Council approve agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2022, through June 30, 2023, and authorize Mayor to sign agreement as approved by City Attorney.

39) AGREEMENT WITH MACRO AUTOMATICS FOR SCADA SYSTEM MAINTENANCE - Staff recommends City Council approve the second amendment to professional services agreement with Macro Automatics Corporation to extend existing contract to June 30, 2024, and authorize Mayor to sign agreement as approved by City Attorney.

40) RENTAL AGREEMENT WITH MOTHERS AT WORK (M.A.W.) FOR CHILD CARE FACILITY AT BURNS COMMUNITY CENTER - Staff recommends City Council approve the rental agreement with Mothers At Work, Inc. for the use of the Burns Community Center Child Care Facility for the period of July 1, 2022, to June 30, 2026.

41) AGREEMENT WITH MURRAYSMITH FOR DESIGN AND ENGINEERING SERVICES FOR WELL 13A TREATMENT PLANT PROJECT- Staff recommends City Council extend the existing professional services agreement with Murraysmith, Inc. to June 30, 2023, and authorize Mayor to sign agreement as approved by City Attorney.

42) AGREEMENT FOR ENGINEERING AND TRAFFIC SURVEY SERVICES WITH NEWPORT TRAFFIC STUDIES - Staff recommends City Council extend engineering and traffic survey services agreement with NTS for period ending June 30, 2023, in amount not to exceed budgeted amounts and authorize Mayor to sign amendment in a form approved by City Attorney.

43) AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES WITH NICHOLLS CONSULTING - Staff recommends City Council amend environmental services agreement with Nicholls Consulting for period ending June 30, 2023, and authorize Mayor to sign amendment in form approved by City Attorney.

44) AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY MAINTENANCE - Staff recommends City Council extend the existing professional services agreement with O.C. Vacuum Environmental Services for maintenance of Bolivar Park Stormwater Facility to June 30, 2024, and authorize Mayor to sign agreement as approved by City Attorney.

45) AGREEMENT FOR ON-CALL HAZARDOUS WASTE REMOVAL SERVICES WITH OCEAN BLUE ENVIRONMENTAL SERVICES, INC. - Staff recommends City Council renew environmental services agreement with Ocean Blue Environmental Services for one-year period ending June 30, 2023, in amount not to exceed \$135,000 per year, and authorize Mayor to sign amendment in form approved by City Attorney.

46) AGREEMENT WITH OSCAR'S ELECTRIC FOR ON-CALL ELECTRICAL SERVICES - Staff recommends City Council approve the first amendment to professional services agreement with Oscar's Electric, Inc. to extend existing contract to June 30, 2024, and authorize Mayor to sign agreement in form approved by City Attorney.

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

47) AGREEMENT FOR TRAFFIC STRIPING MAINTENANCE SERVICES WITH PCI STRIPING - Staff recommends City Council extend traffic striping maintenance services agreement with PCI for period ending June 30, 2023, in amount not to exceed budgeted amounts for pavement striping and authorize Mayor to sign amendment in form approved by City Attorney.

48) AGREEMENT FOR ON-CALL MECHANICAL AND PLUMBING ENGINEERING SERVICES WITH POCOCK DESIGN SOLUTIONS INC. - Staff recommends City Council renew consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for period ending June 30, 2023, in amount not to exceed \$60,000, and authorize Mayor to sign amendment in form approved by City Attorney.

49) MEMORANDUM OF UNDERSTANDING WITH RED ROVER TO PROVIDE ASSISTANCE FOR HOUSEHOLD PETS AND SERVICE ANIMALS FOLLOWING A MAJOR DISASTER OR EMERGENCY - Staff recommends City Council approve the renewal of the MOU with Red Rover for operational assistance with the care of household pets and service animals of Lakewood residents during an emergency event.

50) AGREEMENT WITH R.F. DICKSON FOR STREET SWEEPING SERVICES - Staff recommends that City Council approve Amendment No. 7, which will authorize the second of three 5-year term extensions and would also expand non-discrimination language.

51) AGREEMENT FOR LANDSCAPE ARCHITECTURAL SUPPORT SERVICES WITH RICHARD FISHER ASSOCIATES - Staff recommends City Council approve amendment to consulting agreement with Richard Fisher Associates for landscape architectural support services for period ending June 30, 2023, in amount not to exceed \$20,000, and authorize Mayor to sign amendment in form approved by City Attorney.

52) AGREEMENT FOR ON-CALL STRUCTURAL ENGINEERING SERVICES WITH ROBERT F. DANIELS STRUCTURAL ENGINEER - Staff recommends City Council renew consulting agreement with Robert F. Daniels Structural Engineer for structural engineering services for period ending June 30, 2023, in amount not to exceed \$20,000, and authorize Mayor to sign amendment in form approved by City Attorney.

53) AGREEMENT WITH SAMS PAINTING FOR FIX-UP PAINT-UP PROGRAM – Staff recommends City Council approve the renewal of the contract and scope of services to provide painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Sams Painting through June 30, 2023, within the \$21,600 budgeted for this program.

54) AGREEMENT FOR ENVIRONMENTAL SERVICES WITH S.C.S. ENGINEERS - Staff recommends City Council amend environmental services agreement with S.C.S. Engineers for period ending June 30, 2023, and authorize Mayor to sign amendment in form approved by City Attorney.

55) AGREEMENT FOR STREET BANNER MARKETING PROGRAM WITH SIERRA INSTALLATIONS, INC. - Staff recommends City Council extend agreement for street banner marketing program for installation, removal, cleaning and storage of City-owned banners with Sierra Installations in amount not to exceed \$55,000 for a one-year period ending June 30, 2023, and authorize Mayor to sign renewal in form approved by City Attorney.

## City Council Agenda

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

56) INTERCONNECTION AGREEMENT WITH CITY OF SIGNAL HILL - Staff recommends City Council approve amendment to existing agreement with City of Signal Hill and authorize Mayor to sign amendment in form approved by City Attorney.

57) AGREEMENT FOR FLOOR AND CARPET CLEANING SERVICES WITH SOLID SURFACE CARE - Staff recommends the City Council authorize the mayor and city clerk to approve First Amendment to Floor and Carpet Cleaning Services with SOLID Surface Care Agreement, subject to approval as to legal form by the City Attorney, to commence on July 1, 2022, and terminate on June 30, 2023, with the option to extend agreement for one additional year through June 30, 2024, at a contracted rate not to exceed \$40,800 Annually.

58) ANIMAL CONTROL AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AUTHORITY – Staff recommends City Council approve the amendment with SEAACA for animal control services for period ending June 30, 2023, in amount not to exceed \$752,672 per year, and authorize Mayor to sign renewal in form approved by City Attorney.

59) AGREEMENT FOR FIRE AND BURGLAR SECURITY SYSTEMS MONITORING AND MAINTENANCE SERVICES WITH STANLEY CONVERGENT SECURITY SOLUTIONS, INC. - Staff recommends City Council extend the monitoring and maintenance agreement for fire and burglar security systems with Stanley Convergent Security Solutions, for a one-year period ending June 30, 2023, in an amount not to exceed \$150,000 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

60) AGREEMENT FOR HELICOPTER MAINTENANCE WITH STEAM AIRCRAFT – Staff recommends City Council approve agreement with STEAM Aircraft from July 1, 2022 through June 30, 2024, and authorize Mayor to sign agreement as approved by City Attorney.

61) CONSULTANT SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve consultant services agreement with Telecom Law Firm, PC for period ending June 30, 2023, and authorize Mayor to sign agreement in form approved by City Attorney.

62) LEGAL SERVICES AGREEMENT WITH TELECOM LAW FIRM, PC - Staff recommends City Council approve legal services agreement with Telecom Law Firm, PC for period ending June 30, 2023, and authorize Mayor to sign agreement in form approved by City Attorney.

63) AGREEMENT WITH WATERLINE TECHNOLOGIES FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE – Staff recommends City Council amend existing agreement to include price change notification clause; and extend agreement with Waterline Technologies for delivery of 12.5% sodium hypochlorite and authorize Mayor to sign contract in form approved by City Attorney.

64) PURCHASING AGREEMENT WITH WATERLINE TECHNOLOGIES FOR WATER DISINFECTANT – Staff recommends City Council amend existing agreement to include price change notification clause; amend existing agreement to increase the not to exceed limit to \$90,000 per year; extend agreement with Waterline Technologies for delivery of 12.5% sodium hypochlorite and hydrochloric acid to June 30, 2023; and authorize Mayor to sign amendment in form approved by City Attorney.

## City Council Agenda

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

#### 1.1 CONSIDERATION OF THE BUDGET FOR FISCAL YEARS 2022-23 AND 2023-24

65) AGREEMENT FOR PAGE COMPOSITION, PRINTING AND PREPARATION FOR MAILING OF CITY NEWSLETTER FOR FY 2022-2023- Staff recommends City Council authorize the Mayor to execute an agreement with Westprint in a form approved by the City Attorney.

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

67) AGREEMENT WITH WORLDWIDE RECOVERY SYSTEMS - Staff recommends City Council extend the agreement with Worldwide Recovery Systems, Inc. for the transportation and disposal of nonhazardous waste to June 30, 2024, and authorize Mayor to sign agreement in form approved by City Attorney.

68) RESOLUTION NO. 2022-39; AMENDING THE RATE FOR BIN AND SPECIAL REFUSE SERVICES - Staff recommends City Council adopt the proposed resolution.

#### 1.2 RESOLUTION NO. 2022-40; WATER CONSERVATION STATE MANDATE - Staff recommends City Council adopt proposed resolution.

### **LEGISLATION:**

#### 2.1 INTRODUCTION OF ORDINANCE NO. 2022-2; RELATING TO STREET RACING AND RECKLESS DRIVING - Staff recommends City Council introduce the proposed ordinance.

### **REPORTS:**

#### 3.1 2022 CIVIC CENTER BLOCK PARTY PREVIEW - Staff recommends the City Council receive and file the report.

## **AGENDA**

### **LAKWOOD HOUSING SUCCESSOR AGENCY**

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

### **ORAL COMMUNICATIONS:**

### **ADJOURNMENT**

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

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

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

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**COUNCIL AGENDA**  
June 14, 2022

**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>
<b>1. FULL-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Noel Munoz	Community Services Supervisor	24B	05/29/2022
Derek Nguyen	Director of Water Resources	EDWR	05/23/2022
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
Andre Barry	Park Maintenance Worker	10A	05/27/2022
Karen Murray	Administrative Assistant II	22B	05/31/2022
Grant Pickering	Tree and Hardscape Supervisor	27B	05/31/2022
<b>2. PART-TIME EMPLOYEES</b>			
<b>A. Appointments</b>			
Frederick Kapella	Interim Tree and Hardscape Supervisor	B	06/07/2022
Lauren Loene	Support Services Clerk	B	05/29/2022
Major McKay	Paratransit Vehicle Operator IV	B	06/01/2022
<b>B. Changes</b>			
None			
<b>C. Separations</b>			
Olivia Casillas	Community Services Leader III	B	04/30/2022
Jonathan Maldonado	Community Services Specialist	B	04/30/2022
Vanessa Marquez	Community Services Specialist	B	04/30/2022
Amber Rios	Community Services Leader III	B	04/30/2022
Francesca Sciamanna	Community Services Specialist	B	04/30/2022

  
Thaddeus McCormack  
City Manager

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**CITY OF LAKEWOOD  
FUND SUMMARY 5/19/2022**

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	1,681,064.58
1025	AMERICAN RESCUE PLAN	5,648.00
1030	CDBG CURRENT YEAR	666.66
1336	STATE COPS GRANT	20,675.78
1740	STATE PARK BOND ACT 2000	2,425.06
3070	PROPOSITION "C"	257.91
5020	CENTRAL STORES	2,584.81
5030	FLEET MAINTENANCE	3,750.84
7500	WATER UTILITY FUND	260,143.81
8020	LOCAL REHAB LOAN	13,031.50
8030	TRUST DEPOSIT	200.00
		<hr/> <b>1,990,448.95</b>

Council Approval

\_\_\_\_\_ Date

\_\_\_\_\_ City Manager

Attest

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

\_\_\_\_\_ Director of Finance and Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
05/19/2022	AFFORDABLE GENERATOR SERVICE, INC.	950.00
05/19/2022	AIRE RITE A/C & REFRIGERATION INC	4,855.17
05/19/2022	MNRO HOLDINGS, LLC	814.40
05/19/2022	N. HARRIS COMPUTER CORPORATION	31,755.49
05/19/2022	AUTOZONE PARTS INC	22.04
05/19/2022	BELTRAN, PAOLO	160.88
05/19/2022	BISHOP COMPANY	148.78
05/19/2022	TWO SHELLS ENTERPRISES INC.	206.00
05/19/2022	BOOZE, EDWARD	700.00
05/19/2022	BRENDAN MCDONOUGH LLC	7,500.00
05/19/2022	C A P R C B M	250.00
05/19/2022	CALIF. STATE DISBURSEMENT UNIT	366.45
05/19/2022	CALIF STATE FRANCHISE TAX BOARD	92.21
05/19/2022	CALIFORNIA STATE DEPT OF JUSTICE	1,120.00
05/19/2022	CHICAGO TITLE CO	47.00
05/19/2022	CINTAS CORPORATION	56.80
05/19/2022	COLOR CARD ADMINISTRATOR CORP.	40.76
05/19/2022	COMMUNITY FAMILY GUIDANCE CTR	666.66
05/19/2022	COMMUNITY FAMILY GUIDANCE CTR	125.00
05/19/2022	CONSERVATION CORPS OF LONG BEACH	5,648.00
05/19/2022	DG INVESTMENT INTERMEDIATE HOLDINGS 2. INC	1,950.00
05/19/2022	CREATE A PARTY INC.	11,666.50
05/19/2022	DIAMOND ENVIRONMENTAL SERVICES LP	757.45
05/19/2022	EDCO WASTE SERVICES LLC	478,320.73
05/19/2022	EMPLOYMENT DEVELOPMENT DEPT	3,309.00
05/19/2022	ELLIOTT AUTO SUPPLY COMPANY INC	182.15
05/19/2022	FILE KEEPERS, LLC	21.40
05/19/2022	GLOBE GAS CORPORATION	28.38
05/19/2022	GOLDEN STATE WATER COMPANY	12,043.78
05/19/2022	GONSALVES JOE A & SON	4,526.00
05/19/2022	GRADY, WILLIAM	143.68
05/19/2022	GRANITE TELECOMMUNICATIONS, LLC	85.08
05/19/2022	HOME DEPOT	3,254.59
05/19/2022	HOSE-MAN THE	411.85
05/19/2022	IMMEDIATE MEDICAL CARE	165.00
05/19/2022	LAKEWOOD CHAMBER OF COMMERCE	1,833.33
05/19/2022	LAKEWOOD, CITY OF	200.00
05/19/2022	LINCOLN EQUIPMENT INC	401.07
05/19/2022	LOS ANGELES CO SHERIFFS DEPT	1,034,665.83
05/19/2022	LOS ANGELES CO SHERIFF DEPT	91.32
05/19/2022	MADRIGAL, ANTONIO	695.00
05/19/2022	MAGIC JUMP RENTALS INC	681.20
05/19/2022	MAYFLOWER DISTRIBUTING COMPANY	184.16
05/19/2022	MC ENROE, BARBARA	175.50

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
05/19/2022	MELINDA MC COY'S FLOWERS	223.26
05/19/2022	MIEIR-KING, RICHARD	436.80
05/19/2022	O'REILLY AUTOMOTIVE STORES INC	775.90
05/19/2022	OCEAN BLUE ENVIRONMENTAL SERVICES	4,173.38
05/19/2022	ODP BUSINESS SOLUTIONS, LLC	474.36
05/19/2022	PAYMENTUS CORPORATION	7,509.72
05/19/2022	PLAYPOWER LT FARMINGTON INC	2,425.06
05/19/2022	OUADIENT LEASING USA, INC.	284.56
05/19/2022	READWRITE EDUCATIONAL SOLUTIONS INC	102.70
05/19/2022	S.T.E.A.M.	14,186.44
05/19/2022	SCHRUBBE, JACQUELINE	387.20
05/19/2022	SITEONE LANDSCAPE SUPPLY, LLC	207.02
05/19/2022	SMART & FINAL INC	318.16
05/19/2022	SOUTH COAST A.O.M.D.	719.40
05/19/2022	SOUTHERN CALIFORNIA EDISON CO	10,067.47
05/19/2022	STAPLES, INC.	142.44
05/19/2022	SUPERIOR COURT OF CALIFORNIA	6,941.00
05/19/2022	SUPERIOR COURT OF CALIFORNIA	9,150.00
05/19/2022	SUPERIOR COURT OF CALIFORNIA	8,484.00
05/19/2022	SUPERIOR COURT OF CALIFORNIA	10,860.00
05/19/2022	SUPERIOR COURT OF CALIFORNIA	8,472.50
05/19/2022	SUPERIOR COURT OF CALIFORNIA	10,042.50
05/19/2022	TENG, WHEA-FUN	397.60
05/19/2022	THE TECHNOLOGY DEPOT	405.03
05/19/2022	THURSTON ELEVATOR CONCEPTS, INC.	143.00
05/19/2022	U S POSTAL SERVICE	4,550.95
05/19/2022	UNIFIRST CORPORATION	33.25
05/19/2022	WAIT, STUART	1,998.54
05/19/2022	WATANABE, BRYCE	858.00
05/19/2022	WATER REPLENISHMENT DISTRICT OF	211,968.06
05/19/2022	WATER SYSTEM SERVICES LLC	175.00
05/19/2022	WATERLINE TECHNOLOGIES INC	3,814.68
05/19/2022	WAXIE ENTERPRISES INC	1,770.17
05/19/2022	WEST COAST ARBORISTS INC	34,939.75
05/19/2022	KEATING, JOHN	2,000.00
05/19/2022	WYNN, LAKYN	146.25
05/19/2022	ALBERT, NICHOLE	250.00
05/19/2022	BERGE, PAUL TEN	100.00
05/19/2022	BOU, BOONE	100.00
05/19/2022	CARSON, JESSICA	100.00
05/19/2022	CHOOMNGERN, CHARLES AND MARY	100.00
05/19/2022	CUMMINGS, DONALD	100.00
05/19/2022	DURHAM, LEE	50.00
05/19/2022	FLYNN, MICHAEL	50.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
05/19/2022	GAGNON, KATHERINE	100.00
05/19/2022	GUZMAN, JESSE	100.00
05/19/2022	H NURSERY OKADA	2,227.96
05/19/2022	HARRIS, BROCK	100.00
05/19/2022	HERNANDEZ, TONY	50.00
05/19/2022	HILAIRE, ANA ST	50.00
05/19/2022	KEAVNEY, ELIZABETH	100.00
05/19/2022	KWON, JENNIFER	50.00
05/19/2022	LATRAY, DENISE	140.00
05/19/2022	LYNDSI, HALVORSON	100.00
05/19/2022	MARTIN, ROBERT	100.00
05/19/2022	MILLHOLLAND ELECTRIC, INC.	199.28
05/19/2022	MORAN, ELIZABETH	100.00
05/19/2022	NANEZ, MIGUEL	50.00
05/19/2022	NGUYEN, SCOTT	50.00
05/19/2022	ORPILLA, PHILLIP	50.00
05/19/2022	OSBORN, LINDA	100.00
05/19/2022	PRICE, STEVE	100.00
05/19/2022	RAMIREZ, REBECCA	100.00
05/19/2022	ROLLO, JASON	100.00
05/19/2022	SEGONZAC, TIPHANIE	100.00
05/19/2022	SINGLETON, SARAH	50.00
05/19/2022	SOCAL ROOFING SOLUTIONS	13,031.50
05/19/2022	STEWART, APRIL	250.00
05/19/2022	STUYVESANT, ANNE	338.00
05/19/2022	TAN, SISOMALY	100.00
05/19/2022	THANG, BANG	100.00
05/19/2022	TRAN, DEAN	100.00
05/19/2022	TRUJILLO, JENY	100.00
05/19/2022	VAN STELTON, ALAN	100.00
05/19/2022	VILLALOBOS, DAMIAN	100.00
05/19/2022	WANG, WILLIAM	249.42
05/19/2022	WILLIAMS, JASMINE	10.00
05/19/2022	YA, CHRISTIAN	100.00
	<b>Total:</b>	<b>1,990,448.95</b>

**CITY OF LAKEWOOD  
FUND SUMMARY 5/26/2022**

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	135,349.02
1020	CABLE TV	426.63
1025	AMERICAN RESCUE PLAN	6,447.30
1030	CDBG CURRENT YEAR	2,208.32
1050	COMMUNITY FACILITY	2,309.66
1371	JAG GRANT	19,680.00
1622	LA CNTY MEASURE M	1,208.28
1623	LA CNTY MEASURE W	16,358.40
3070	PROPOSITION "C"	245.43
5010	GRAPHICS AND COPY CENTER	3,351.38
5020	CENTRAL STORES	4,063.64
5030	FLEET MAINTENANCE	8,319.52
7500	WATER UTILITY FUND	149,172.71
8020	LOCAL REHAB LOAN	17,881.00
8030	TRUST DEPOSIT	950.86
		<b>367,972.15</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

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Director of Finance and Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
05/26/2022	ALLIED 100 GROUP, INC	90.52
05/26/2022	ALAN'S LAWN AND GARDEN CENTER, INC.	2,705.95
05/26/2022	ALAN'S LAWN AND GARDEN CENTER, INC.	943.72
05/26/2022	MNRO HOLDINGS, LLC	908.75
05/26/2022	AMAZON.COM LLC	2,728.00
05/26/2022	ARC DOCUMENT SOLUTIONS, LLC	653.94
05/26/2022	ASSOCIATION OF WOMEN IN WATER.	135.00
05/26/2022	BC RENTALS LLC	1,454.63
05/26/2022	BERG, APRIL	1,096.00
05/26/2022	C S M F O	200.00
05/26/2022	CALIFORNIA, STATE OF	675.00
05/26/2022	CERRITOS, CITY OF	56,701.87
05/26/2022	CINTAS CORPORATION	66.93
05/26/2022	CITY LIGHT & POWER LKWD INC	1,031.88
05/26/2022	COCHICO, WILFRED Z	47.41
05/26/2022	CONSERVATION CORPS OF LONG BEACH	5,648.00
05/26/2022	COPELAND, VERONICA	142.16
05/26/2022	CULVER COMPANY	139.69
05/26/2022	ELLIOTT AUTO SUPPLY COMPANY INC	62.98
05/26/2022	FIREWORKS & STAGE FX AMERICA	8,750.00
05/26/2022	GARIBALDO'S NURSERY	3,389.09
05/26/2022	GARNETTI, KELLY	141.80
05/26/2022	GOVERNMENTJOBSCOM INC	386.42
05/26/2022	GUZMAN, JOSE	275.00
05/26/2022	HARA M LAWNMOWER CENTER	225.17
05/26/2022	HOME DEPOT	1,009.38
05/26/2022	HUMAN SERVICES ASSOCIATION	708.33
05/26/2022	INFOSEND INC	7,366.23
05/26/2022	JHM SUPPLY INC	68.07
05/26/2022	JOHNSON, APRIL	16.00
05/26/2022	SABLE COMPUTER INC.	13,538.87
05/26/2022	KWIK-COVERS	373.42
05/26/2022	LAKEWOOD MEALS ON WHEELS	833.33
05/26/2022	LAKEWOOD ROTARY CLUB	30.00
05/26/2022	LAKEWOOD, CITY OF	200.00
05/26/2022	LONG BEACH, CITY OF	638.12
05/26/2022	LOS ANGELES CO SHERIFFS DEPT	25,000.00
05/26/2022	LA COUNTY DEPT OF PUBLIC WORKS	1,991.66
05/26/2022	MAG-TROL, INC.	413.16
05/26/2022	MERRIMAC PETROLEUM INC	4,257.50
05/26/2022	MURPHY, PATRICK JEFF	195.00
05/26/2022	NATIONAL UNION FIRE INSURANCE CO	444.55
05/26/2022	O'REILLY AUTOMOTIVE STORES INC	293.08
05/26/2022	OC VACUUM INC.	16,358.40



**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
05/26/2022	DY-JO CORPORATION	840.00
05/26/2022	PATHWAYS VOLUNTEER HOSPICE	666.66
05/26/2022	PE. ARIEL	452.05
05/26/2022	POLYDOROS. STEVE	10.00
05/26/2022	ROGERS. TODD	143.91
05/26/2022	SECTRAN SECURITY INC	188.18
05/26/2022	SERVICEWEAR APPAREL INC.	106.19
05/26/2022	SITEONE LANDSCAPE SUPPLY. LLC	3,989.60
05/26/2022	SO CALIF SECURITY CENTERS INC	11.03
05/26/2022	SOLID SURFACE CARE. INC.	2,377.70
05/26/2022	SOUTHERN CALIFORNIA EDISON CO	80,790.70
05/26/2022	SOUTHWEST PATROL INC.	27,303.00
05/26/2022	SPECIALTY TIRES LLC	974.76
05/26/2022	SPICERS PAPER INC	1,197.61
05/26/2022	STANDARD INSURANCE CO UNIT 22	2,434.70
05/26/2022	STAPLES. INC.	301.80
05/26/2022	STATE WATER RESOURCES CONTROL BOARD	60.00
05/26/2022	STEIN. ANDREW T	899.38
05/26/2022	STOVER SEED COMPANY	3,591.14
05/26/2022	STUCKEY. VICKI	146.25
05/26/2022	TCS RADIO INC.	349.49
05/26/2022	THE RINKS-LAKEWOOD ICE	422.50
05/26/2022	TURF STAR	590.86
05/26/2022	U S BANK NATIONAL ASSOCIATION	50,718.65
05/26/2022	UNIFIRST CORPORATION	497.31
05/26/2022	UNITED WATER WORKS INC	1,910.08
05/26/2022	VERITIV OPERATING COMPANY	173.03
05/26/2022	WATERLINE TECHNOLOGIES INC	2,083.74
05/26/2022	WAXIE ENTERPRISES INC	829.01
05/26/2022	WESTERN EXTERMINATOR CO	62.70
05/26/2022	WOOD. JEFF	148.59
05/26/2022	YARAK. MADISON	201.75
05/26/2022	ZUMAR INDUSTRIES. INC.	678.97
05/26/2022	ALCANTARA. ALBERTO	50.00
05/26/2022	CAL BOWL	200.00
05/26/2022	CAL BOWL	256.00
05/26/2022	CASTILLO. GEORGE	913.80
05/26/2022	CEJA. ALVIN	50.00
05/26/2022	CLARKE. JORDAN	100.00
05/26/2022	COFFEY. JOSEPH	100.00
05/26/2022	CURTIS. LAUREN	100.00
05/26/2022	DABALUS. ISABELITA	35.00
05/26/2022	GUEVARA. MARIBEL	100.00
05/26/2022	LAI. HIEN	100.00

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
05/26/2022	NISHINA. RUTH	50.00
05/26/2022	RANSOM. CHRISTOPHER	50.00
05/26/2022	RENZI. LISA	100.00
05/26/2022	RHODES. CLARENCE	100.00
05/26/2022	ROHRIG. JAMES	100.00
05/26/2022	SOK. SANDY	50.00
05/26/2022	UNITED STRONG BUILDERS	17,881.00
05/26/2022	VELARDE. LAURA	100.00
05/26/2022	WALL. JIM	50.00
	<b>Total:</b>	<b>367,972.15</b>

**CITY OF LAKEWOOD  
SUMMARY ACH/WIRE REGISTER MAY 2022**

<b>ACH date</b>	<b>Amount</b>	<b>Recipient</b>	<b>Purpose</b>	<b>Period</b>
5/4/22	\$98,358.84	IRS via F&M	Payroll - Federal Taxes	Apr 17-30, 2022
5/5/22	\$105,642.39	CalPERS	Payroll - Retirement Plan	Apr 3-16, 2022
5/5/22	\$113,786.19	CalPERS	Employee Medical Premiums	May 2022
5/5/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	Apr 17-30, 2022
5/5/22	\$6,200.00	Southland C/U	Payroll - Employee Deposits	Apr 17-30, 2022
5/5/22	\$27,425.43	EDD	Payroll - State taxes	Apr 17-30, 2022
5/6/22	\$2,521.46	MidAmerica	Retiree Medical Benefit	Apr 17-30, 2022
5/6/22	\$14,545.09	VOYA	Payroll -Deferred Compensation	Apr 17-30, 2022
5/6/22	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan	Apr 17-30, 2022
5/6/22	\$4,518.59	PARS via U.S. Bank	Payroll - Retirement Plan	Apr 17-30, 2022
5/6/22	\$28,398.70	VOYA	Payroll - Deferred Compensation	Apr 17-30, 2022
5/6/22	\$962.90	PARS via U.S. Bank	Payroll-Retirement Plan	May 2022
5/12/22	\$103,947.46	CalPERS	Payroll - Retirement Plan	Apr 17-30, 2022
5/16/22	\$8.00	LEF	Online Donations	Jan-Mar 2022
5/16/22	\$641.85	Meals on Wheels	Online Donations	Jan-Mar 2022
5/16/22	\$735.00	Project Shepherd	Online Contributions	Jan-Mar 2022
5/18/22	\$26,125.51	MidAmerica	Retiree Medical Benefit	May 2022
5/18/22	\$98,825.88	IRS via F&M	Payroll - Federal Taxes	May 1-14, 2022
5/19/22	\$104,108.70	CalPERS	Payroll - Retirement Plan	May 1-14, 2022
5/19/22	\$3,460.00	F&A Fed C/U	Payroll - Employee Deposits	May 1-14, 2022
5/19/22	\$5,900.00	Southland C/U	Payroll - Employee Deposits	May 1-14, 2022
5/19/22	\$27,470.77	EDD	Payroll - State taxes	May 1-14, 2022
5/19/22	\$3,433.65	MidAmerica	Retiree Medical Benefit	May 1-14, 2022
5/19/22	\$14,832.39	VOYA	Payroll -Deferred Compensation	May 1-14, 2022
5/19/22	\$7,832.98	PARS via U.S. Bank	Payroll - Retirement Plan	May 1-14, 2022
5/19/22	\$27,513.70	VOYA	Payroll - Deferred Compensation	May 1-14, 2022
5/20/22	\$1,980.00	LCEA	Employee paid dues	May 2022
5/23/22	\$5,500,000.00	LAIF	City Investment Deposit	May 2022
5/26/22	\$109,341.97	CalPERS	Employee Medical Premiums	June 2022
5/26/22	\$61,127.55	City Light & Power	Street Lighting Services	May 2022

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest:

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City Clerk

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Director of Finance & Administrative Services

**CITY OF LAKEWOOD  
FUND SUMMARY 6/2/2022**

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	72,426.74
1025	AMERICAN RESCUE PLAN	300.28
1070	RETIREE BENEFITS	661.00
1610	TDA ARTICLE-3 (SB821)	8,492.31
1623	LA CNTY MEASURE W	882.20
3070	PROPOSITION "C"	1,100.00
5010	GRAPHICS AND COPY CENTER	204.18
5020	CENTRAL STORES	9,784.67
5030	FLEET MAINTENANCE	5,555.92
7500	WATER UTILITY FUND	395,844.97
8030	TRUST DEPOSIT	100.00
		<hr/> <b>495,352.27</b>

Council Approval

\_\_\_\_\_   
Date

\_\_\_\_\_   
City Manager

Attest

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

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Director of Finance and Administrative Services

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
06/02/2022	SHAKER NERMINE	1,925.00
06/02/2022	ALAN'S LAWN AND GARDEN CENTER, INC.	732.04
06/02/2022	AMAZON.COM LLC	2,789.65
06/02/2022	ATALLA, IBRAHIM	487.50
06/02/2022	B.R. BREWER SIGN & GRAPHICS	1,168.66
06/02/2022	BANC OF AMERICA PUBLIC CAPITAL CORP.	390,154.69
06/02/2022	BACKFLOW APPARATUS & VALUE COMPANY	884.21
06/02/2022	BOYES, GOBIND	171.60
06/02/2022	BURWELL MICHAEL RAY	2,665.00
06/02/2022	CALIF. STATE DISBURSEMENT UNIT	366.45
06/02/2022	CALIF STATE FRANCHISE TAX BOARD	66.28
06/02/2022	CINTAS CORPORATION	56.80
06/02/2022	CJ CONCRETE CONSTRUCTION INC	18,111.24
06/02/2022	CLAVERIE, COURTNEY DAY	65.00
06/02/2022	CAMERON WELDING SUPPLY	355.31
06/02/2022	BRAGG INVESTMENT COMPANY, INC.	558.96
06/02/2022	COLOR CARD ADMINISTRATOR CORP.	37.54
06/02/2022	CROFT, STEVE	141.57
06/02/2022	D&J INTERNATIONAL INC	4,382.44
06/02/2022	DANIEL'S TIRE SERVICE INC	533.98
06/02/2022	DAVIS, OUINN ASTARTE	437.00
06/02/2022	EAST LONG BEACH POOL SUPPLY	31.80
06/02/2022	FLUE STEAM INC	242.13
06/02/2022	ACCO BRANDS USA LLC	204.18
06/02/2022	GRAINGER W W INC	304.09
06/02/2022	GRANICUS INC	19,551.25
06/02/2022	GREENE BACKFLOW	820.00
06/02/2022	HARA M LAWNMOWER CENTER	1,838.15
06/02/2022	HEATON, KATHRYN	65.00
06/02/2022	HOME DEPOT	3,498.06
06/02/2022	KENNY'S AUTO SERVICE	163.00
06/02/2022	KICK IT UP KIDZ, LLC	663.00
06/02/2022	KIM, YVONNE	432.00
06/02/2022	LAKESWOOD ROTARY CLUB	23.00
06/02/2022	LAKESWOOD ROTARY CLUB	115.00
06/02/2022	LAKESWOOD ROTARY CLUB	151.00
06/02/2022	LAKESWOOD, CITY OF	100.00
06/02/2022	LIEBERT CASSIDY WHITMORE	5,655.00
06/02/2022	LOS ANGELES CO SHERIFF DEPT	158.18
06/02/2022	MANAGED HEALTH NETWORK	349.03
06/02/2022	MARKLEY, ELIZABETH	234.00
06/02/2022	MARTIN MARIETTA MATERIALS, INC.	520.00
06/02/2022	MAYFLOWER DISTRIBUTING COMPANY	156.26
06/02/2022	MC ENROE, BARBARA	175.50

**CITY OF LAKEWOOD  
SUMMARY CHECK REGISTER**

<b>CHECK DATE</b>	<b>VENDOR NAME</b>	<b>CHECK AMOUNT</b>
06/02/2022	MC MASTER-CARR SUPPLY CO	201.89
06/02/2022	MIDAMERICA ADMIN & RETIREMENT	661.00
06/02/2022	O'REILLY AUTOMOTIVE STORES INC	511.83
06/02/2022	ODP BUSINESS SOLUTIONS. LLC	523.22
06/02/2022	US BANCORP ASSET MANAGEMENT. INC.	2,989.51
06/02/2022	RAYVERN LIGHTING SUPPLY CO INC	115.76
06/02/2022	SAFETY-KLEEN CORP	998.19
06/02/2022	SAN JUAN. CLYDE J	266.50
06/02/2022	SO CALIF SECURITY CENTERS INC	479.83
06/02/2022	SOUTHERN CALIFORNIA EDISON CO	72.43
06/02/2022	STEPHENS. ERIC	877.50
06/02/2022	THE HITT COMPANIES	65.54
06/02/2022	THE LIFEGUARD STORE INC.	621.87
06/02/2022	THE RINKS-LAKEWOOD ICE	295.75
06/02/2022	TOTAL TEMPERATURE INSTRUMENTATION INC.	2,039.82
06/02/2022	TURF STAR	275.30
06/02/2022	UNIFIRST CORPORATION	33.25
06/02/2022	VERITIV OPERATING COMPANY	303.84
06/02/2022	VOORHEES. RONDA	16.25
06/02/2022	WAIT. STUART	978.60
06/02/2022	WATERLINE TECHNOLOGIES INC	1,967.99
06/02/2022	WAXIE ENTERPRISES INC	3,462.58
06/02/2022	COMPREHENSIVE PRINT GROUP LLC	14,465.82
06/02/2022	WOOD. JEFF	337.45
06/02/2022	CYPRESS COLLEGE	250.00
06/02/2022	JONES. JEREMY	250.00
06/02/2022	LENIU. JANNIFER	250.00
06/02/2022	RITCHSON. WENDIE	250.00
06/02/2022	TALKINGTON. DANIEL	250.00
	<b>Total:</b>	<b>495,352.27</b>

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## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Report of City Council Committees' Activities

### INTRODUCTION

A brief update is provided for City Council review on the activities of the following standing committee: Capital Improvement Plan Committee.

### STATEMENT OF FACT

**On April 18, 2022, the Capital Improvement Plan Committee met and discussed:**

#### Rynerson Bridge Repairs

Three bridges at Rynerson Park, two of which connect to Studebaker Road and one of which connects to the equestrian trail, are in need of repairs. They are in a dilapidated condition and need structural repairs and new decking. At staff's request, LA County submitted proposals for the repairs, which include new Trex decking to match previous Rynerson Park bridge improvements.

Staff recommends beginning repairs as soon as possible, with LA County doing the work. The committee concurred.

#### City Hall Modular Building Update

The original estimate for the modular trailer including grading was \$550,000, with the price of the trailer alone comprising approximately \$200,000. Due mainly to inflationary and supply chain factors, the costs have now risen by about 20%. Additionally, it was recently discovered that the foundation work necessitates more work than was originally estimated, which has also driven the costs of the project upward. Higher costs notwithstanding, staff recommends purchasing the trailer immediately to lock in the existing quoted price, lest the need for a new quote be triggered, which will undoubtedly result in even higher costs for the trailer. In the meantime, staff will review the foundation costs and options in an attempt to value engineer the design and construction.

#### The Centre Lighting Improvements

The Centre Weingart ballroom lighting controls are failing and need to be replaced. Staff determined that it would be best to put a package together for a formal bid, as the total estimated cost is expected to be over \$200,000. Our on-call electrical engineer will evaluate our existing system and make recommendations for the new improvements. It is urgent that we replace the lighting controls as soon as possible, as replacement lighting controls are expected to take months to receive. This project has become a top priority to get the plans and specs together quickly. It is not currently budgeted in the CIP program.

Staff recommends that the committee approve \$20,000 for the design work. The committee concurred.



California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Updates provided by Sam Chambers on the various projects as follows:

- McCormick Boiler Replacement – Staff became aware that the McCormick Pool boiler was in need of replacement before the start of the next pool season. As part of CUPCCAA, staff was able to seek proposals and negotiate a purchase order for the boiler replacement in an amount under \$60,000. This is the first project we have utilized the CUPCCAA process. The total cost of the project was \$59,993.77. The project was successfully completed by contractor Horizon Mechanical in three days of work, with no change orders. Horizon Mechanical has previously installed other boilers for the city, including a boiler replacement at Mayfair Pool in 2015.
- Nixon Yard Asphalt Improvements – A bid opening was held on April 4, 2022, for asphalt paving improvements to the Nixon Yard. City council awarded the contract to RJ Noble at the April 12, 2022, council meeting. As part of CUPCCAA, staff was able to seek informal bids from qualified contractors who had applied to be placed on the city's qualified contractor lists. Contractors are placed on separate lists based on their categories of work. RJ Noble was the only contractor on the list for asphalt and paving improvements. The pricing is based on unit cost per ton of asphalt and includes weekend work to minimize impacts to our daily operations at the yard. This work is part of the long-term strategic infrastructure improvements for this site. The work is scheduled to take place April 28 - May 1, 2022. Construction Management will be provided by Willdan under their on-call agreement.

Update on Approved CIP Projects

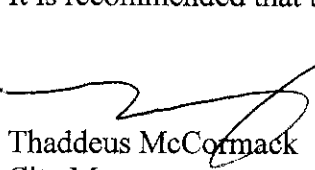
Updates provided by Sam Chambers on the various projects as follows.

- San Martin Park Project – A safety audit for the new play area is scheduled for Monday April 25. The contractors are installing the picnic shelters on Ocana Ave. and Hardwick St., rough grading for the ADA accessible parking on Ocana Ave., conducting irrigation modifications around the ADA accessible parking on Ocana Ave., and City Light and Power is doing street light conduit relocation on Ocana Ave. for the new ADA accessible parking.
- Rynerson Park Picnic Shelter Improvements – Council awarded this project to Fleming Environmental on 2/22/22. The contractor is working on submittals for the project, and is expected to begin construction in May. The shelter kits are expected to ship out at the end of May.
- Palms Park Improvements – Staff has requested a proposal from on-call architect Dahlin Group to proceed with the preparation of construction documents, including plans, specifications, and an engineer's estimate for this project.

- Weingart Senior Center Improvements – Staff is working on a SOQ (Statement of Qualification) for master consultants for design, planning and construction support services for multiple projects, including the Weingart Senior Center improvements. Staff also continues to work on identifying additional funding sources for the project.
- Electrical, HVAC, and Roof Improvements – The HVAC plans at Monte Verde Park are being revised by the mechanical engineer, as we are moving from gas powered to electric powered HVAC improvements at this location. The roofing plans are under revisions based on corrections required by our City Architect, Randy Meyer.
- City Hall and The Centre Generator Modernization – The plans for this project are currently in plan check. Once the plans are complete, we will proceed with bidding out the work.
- Mayfair Park Water Capture Project – The contractors have received the electrical panel, tested it, and are making minor modifications. The installation of the panel is expected to start the week of April 18, 2022.
- CD/PW Counter and Shared Space Improvements – Staff is working with our furniture vendor on design concepts for the new furniture in the shared space. Staff has provided comments/corrections to the furniture vendor, who are putting together the final package and will be submit pricing.
- Rynerson Park Restroom Reroofs – The improvements to the both the south and middle restrooms are complete.

### **RECOMMENDATION**

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



Thaddeus McCormack  
City Manager

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## COUNCIL AGENDA

June 14, 2022

**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

- Vice Mayor Pe attended the Southern California Association of Governments (SCAG) 2022 Regional Conference and General Assembly from May 5 – 6, 2022. Mr. Pe participated in sessions addressing some of the biggest challenges and opportunities facing the region including creating more equitable broadband access; affordable housing planning and funding; leveraging federal and state funding for growth; and transitioning to zero emissions.
- Mayor Croft, Vice Mayor Pe, and Council Members Rogers, Stuckey and Wood attended the Annual Municipal Seminar of the California Contract Cities Association from May 12 – 15, 2022. The Council Members participated in several sessions that covered the following topics: housing, social media presence, strategic partnerships in workforce development and retention, collaborating across county lines, water and infrastructure funding and were provided updates from law enforcement officials.

### RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran *PB*  
Deputy City Manager

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

**COUNCIL AGENDA**

June 14, 2022

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

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

**INTRODUCTION**

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

**STATEMENT OF FACT**

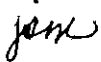
In 1990, the Political Reform Act was amended by adding Government Code Section 87306.5. This section requires every local agency to review conflict of interest codes within their authority for necessary amendments during even-numbered years. Therefore, the City Council has until July 1st to direct that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

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

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

**RECOMMENDATION**

It is the recommendation of staff that the City Council direct the City Clerk to commence a review of the City of Lakewood Conflict of Interest Code and report the results to the City Council on or before October 1, 2022.



Jo Mayberry  
City Clerk



Thaddeus McCormack  
City Manager

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

**SUBJECT:** Applications for Street Closure (Block Party)

**INTRODUCTION**

The City Council adopted Resolution No. 2008-5, establishing rules and regulations pertaining to the temporary closing of local City streets. The resolution was adopted pursuant to provisions of the Vehicle Code authorizing the City Council to adopt rules and regulations for the temporary closing of a portion of the street for celebrations or special events when the City Council finds such closing necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing.

**STATEMENT OF FACT**

The City Clerk's Office was contacted by residents with requests to hold block parties on Monday, July 4, 2022. A copy of the resolution outlining the rules and regulations pertaining to the temporary closure of local City streets was given to each of them, together with forms for obtaining signatures of all residents within the area to be closed (maps attached). The responsible applicants, areas and times of closure are as follows:

- Dirk Aldridge, 5602-5745 Blackthorne Avenue, 10 a.m. to 10 p.m.;
- Celia Milla, 4702-4832 Briercrest Avenue, 10 a.m. to 10 p.m.;
- Kim Coulehan, 4702-4859 Canehill Avenue, 10 a.m. to 10 p.m.;
- Kelly Eckholdt, 5702-5756 Capetown Street, 10 a.m. to 10 p.m.;
- Andrew Mendez, 4712-4843 Carfax Avenue, 10 a.m. to 10 p.m.;
- Javier Aguilar, 4702-4849 Coldbrook Avenue, 10 a.m. to 10 p.m.;
- Gilbert Quijada, 4502-4569 Eastbrook Avenue, including adjacent 5701-5715 Tanglewood Street, 10 a.m. to 10 p.m.;
- Steven Broadbent, 5302-5413 Hersholt Avenue, 10 a.m. to 10 p.m.;
- Jennifer Smith, 4502-4657 Josie Avenue, 10 a.m. to 10 p.m.;
- Alayna Cosores, 4502-4563 Lomina Avenue, 10 a.m. to 10 p.m.;



Applications for Street Closure

June 14, 2022

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- LeeAnn Hu aka LeeAnn Tsuyuki, 5932-6039 Loomis Street, 10 a.m. to 10 p.m.;
- Patricia Duran-Lopez, 5102-5245 Minturn Avenue, 10 a.m. to 10 p.m.;
- Terri Panter, 4102-4218 Monogram Avenue, 12 p.m. to 10 p.m.;
- Alice Brooks, 5502-5654 Montair Avenue, including adjacent 5640 and 5706 Autry Avenue, 10 a.m. to 10 p.m.;
- Mayeli Becerra, 4202-4277 Nelsonbark Avenue, including adjacent 4202-4258 Maybank Avenue, 10 a.m. to 10 p.m.;
- Alex Bauman, 6400-6424 Nixon Street, including adjacent 6401-6439 Glorywhite Street, 10 a.m. to 10 p.m.;
- Martha Donnenfield, 4132-4247 Ocana Avenue, 10 a.m. to 10 p.m.;
- Amy Honeycutt, 4702-4829 Ocana Avenue, 12 p.m. to 10 p.m.;
- Dan McLemore, 4712-4843 Pimenta Avenue, 10 a.m. to 7:30 p.m.;
- Kiley Fruhwirth, 4304-4393 Quigley Avenue, including adjacent 6923 Harvey Way, 10 a.m. to 10 p.m.;
- Vasilios Valasedes, 4502-4553 Radnor Avenue, 10 a.m. to 10 p.m.;
- Mitchell Lander, 5902-6039 Sandwood Street, 10 a.m. to 10 p.m.;
- Christina Sobrepena, 6002-6243 Village Road, 10 a.m. to 10 p.m.; and
- Andrea Canales, 6002-6133 Yearling Street, 10 a.m. to 10 p.m.;

The staff of the Public Works Department has reviewed the maps and canvassed the areas of proposed closure for traffic safety conditions. They will provide a determination regarding the appropriate types and placement of barricades and warning devices to be utilized at the locations.

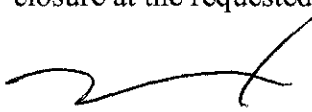
Should the Council approve the requests for temporary street closures, the Public Works Department will arrange for the placement and removal of the barricades for the event. Notification of said closures will be provided to the Sheriff's Station and the appropriate Fire Station.

**SUMMARY**

Area residents have complied with all the necessary requirements to obtain street closure permits for block parties to be held on July 4th. Such closings would provide a measure of safety and protection for persons who are to use a portion of those streets during the temporary closures.

**RECOMMENDATION**

Staff recommends that permits be issued to the responsible applicants authorizing temporary closure at the requested locations on Monday, July 4, 2022.



Thaddeus McCormack  
City Manager

# JULY 4, 2022

## RESIDENTIAL BLOCK PARTY MASTER LIST



11	5602-5745 Blackthorne Ave	10 A.M to 10 P.M.
22	4702-4832 Briercrest Ave	10 A.M to 10 P.M.
18	4702-4859 Canehill Ave	10 A.M to 10 P.M.
16	5702-5756 Capetown St	10 A.M to 10 P.M.
2	4712-4843 Carfax Ave	10 A.M to 10 P.M.
14	4702-4849 Coldbrook Ave	10 A.M to 10 P.M.
5	4502-4569 Eastbrook Ave, 5701-5715 Tanglewood St	10 A.M to 10 P.M.
12	5302-5413 Hersholt Ave	10 A.M to 10 P.M.
8	4502-4657 Josie Ave	10 A.M to 10 P.M.
19	4502-4563 Lomina Ave	10 A.M to 10 P.M.
24	5932-6039 Loomis St	10 A.M to 10 P.M.
23	5102-5223 Minturn Ave	10 A.M to 10 P.M.
7	4102-4218 Monogram Ave	12 P.M to 10 P.M.
9	5502-5654 Montair Ave, 5640 and 5706 Autry Ave	10 A.M to 10 P.M.
6	4202-4277 Nelsonbark Ave, 4202-4258 Maybank Ave	10 A.M to 10 P.M.
15	6400-6424 Nixon St, 6401-6439 Glorywhite St	10 A.M to 10 P.M.
1	4132-4241 Ocana Ave	10 A.M to 10 P.M.
21	4702-4819 Ocana Ave	12 P.M to 10 P.M.
17	4712-4843 Pimenta Ave	10 A.M to 7:30 P.M.
20	4304-4393 Quigley Ave, 6923 Harvey Wy	10 A.M to 10 P.M.
4	4502-4553 Radnor Ave	10 A.M to 10 P.M.
3	5902-6039 Sandwood St	10 A.M to 10 P.M.
13	6002-6243 Village Rd	10 A.M to 10 P.M.
10	6002-6133 Yearling St	10 A.M to 10 P.M.



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**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** 2022 Permit Applications for Sale of Fireworks

**INTRODUCTION**

Sections 3105 through 3106 of the Lakewood Municipal Code identify the requirements to be met and the procedures to be followed by applicants for a permit to sell fireworks. In accordance with the Fire Prevention Ordinance amended in 2002, the number of firework stand permits has decreased from 36 in 2002 to the allowable limit of 25 per code section 3105.3.D.

**STATEMENT OF FACT**

Twenty-five (25) organizations have applied for firework stand permits for the 2022 4<sup>th</sup> of July season. The stands have remained in the same locations as last year and all organizations have submitted the proper documentation, as required by the Fire Prevention Code. Attached is a summary indicating the name of the organizations, the use of profits by the organizations, a map of the proposed stand locations, and a copy of the Fire Prevention Ordinance.

**2021 RECAP AND COVID-19 RESPONSE**

The previous two firework seasons, 2020 and 2021, the License and Permit Hearing Board and Lakewood City Council adopted a plan that allowed Lakewood non-profit organizations to opt-out of the firework season due to COVID-19 related health concerns while maintaining their grandfather status for following year. In 2020, five organizations opted-out and in 2021 one organization opted-out. These opt-outs were replaced by one-time replacement organization.

<b>2020 Opt-Out</b>	<b>One-Time Replacement</b>	<b>Stand Location</b>
Lakewood Women's Club	Lakewood H.S. Wrestling	2710 Del Amo Blvd.
Lakewood Pan Am Festival	Cityline Church	2615 Carson St.
Lakewood Lions Club	Mayfair H.S Wrestling	20137 Pioneer Blvd.
Temple Beth Zion Sinai	Mayfair H.S. Baseball	5505 Carson St.
Lakewood Education Foundation	L.A.S.D. Explorers Post #804	6905 Carson St.
<b>2021 Opt-Out</b>	<b>One-Time Replacement</b>	<b>Stand Location</b>
Lakewood Lions Club	L.A.S.D. Explorers Post #804	20137 Pioneer Blvd.

**2022 ORGANIZATIONS**

For the 2022 season, all twenty-five grandfathered organizations are returning to operate their firework stands. The annual City hosted firework stand safety meeting is scheduled for Wednesday, June 15 at 7:00pm in the Council Chambers. The City will have representatives from Finance and Administrative Services, Community Development, Public Safety, and the Los Angeles County Sherriff's Department who will cover a variety of topics on safe firework stand operation.

2022 Permit Applications for Sale of Fireworks


June 14, 2022

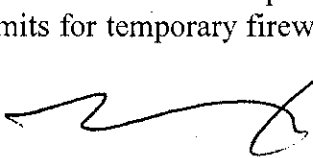
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	Organization	2022 Location	Notes
1	Artesia H.S. Band Boosters	12108 Del Amo Blvd	Artesia HS
2	Artesia H.S. Baseball	12108 Del Amo Blvd	Artesia HS
3	Artesia H.S. Cheerleaders	5819 Bellflower Blvd	Bellflower/South - 7/11
4	Artesia H.S. Football Boosters	4117 Candlewood St	Candlewood/Lakewood - Kinkos
5	Greater Lakewood Chamber of Commerce	2770 Carson St	Carson/Paramount - Walmart
6	Lakewood Lions Club	20137 Pioneer Blvd	Del Amo/Pioneer - H Mart
7	Lakewood Garden Civic Assc.	5386 Cherry Ave	Cherry/Candlewood - El Pollo Loco
8	Lakewood H.S. Grad Nite Boosters	4909 Paramount Blvd	Paramount/ Del Amo - CVS
9	Lakewood Jaycees	5267 Paramount Blvd	Paramount/Candlewood - EconoLube
10	Lakewood Jr. Pacific Football	5951 Del Amo Blvd	Woodruff/Del Amo - Ralphs
11	Lakewood Knights of Columbus	4265 Woodruff Ave	Harvey/Woodruff - Sprouts
12	Lakewood Little League	4906 Candlewood St	Candlewood/Clark - Black Angus
13	Lakewood Pan Am Festival	2615 Carson St	Carson/Paramount - 7/11
14	Lakewood Rotary Club	4907 Del Amo Blvd	Del Amo/Graywood - Albertsons
15	Lakewood School Committee	6905 Carson Street	Carson/Los Coyotes - Tropical Fish
16	Lakewood Women's Club	2710 Del Amo Blvd	Del Amo/Paramount - Carl's Jr
17	Life Center Assembly of God	6022 Candlewood St.	Candlewood - Life Center Church
18	Little League Baseball District 38	6419 Del Amo Blvd	Del Amo/Palo Verde - 7/11
19	Mayfair H.S. Band Boosters	4136 South St	South/Lakewood - Strip Mall by JiTB
20	Mayfair H.S. Football Boosters	5510 Woodruff Ave	Woodruff/South - Vons
21	Mayfair H.S. Grad Night Boosters	5223 Bigelow St	South/Fiddler - Stephen Foster
22	Mayfair H.S. Pep Squad Boosters	6000 Woodruff Ave	Woodruff/Allington - Mayfair High
23	Royal Rangers-Orange Section	6440 South St	South/Palo Verde - OSH
24	Temple Beth Zion Sinai	5505 Carson St	Carson/Bellflower - CVS
25	Weingart-Lakewood YMCA	4139 Woodruff Ave	Woodruff/Carson - Alin Party

**RECOMMENDATION**

It is recommended the City Council approve the applications for firework stand permits for the 25 organizations listed above, and authorize staff to issue permits for temporary fireworks stands to these organizations.

  
 Jose Gomez  
 Director of Finance and Administrative Services

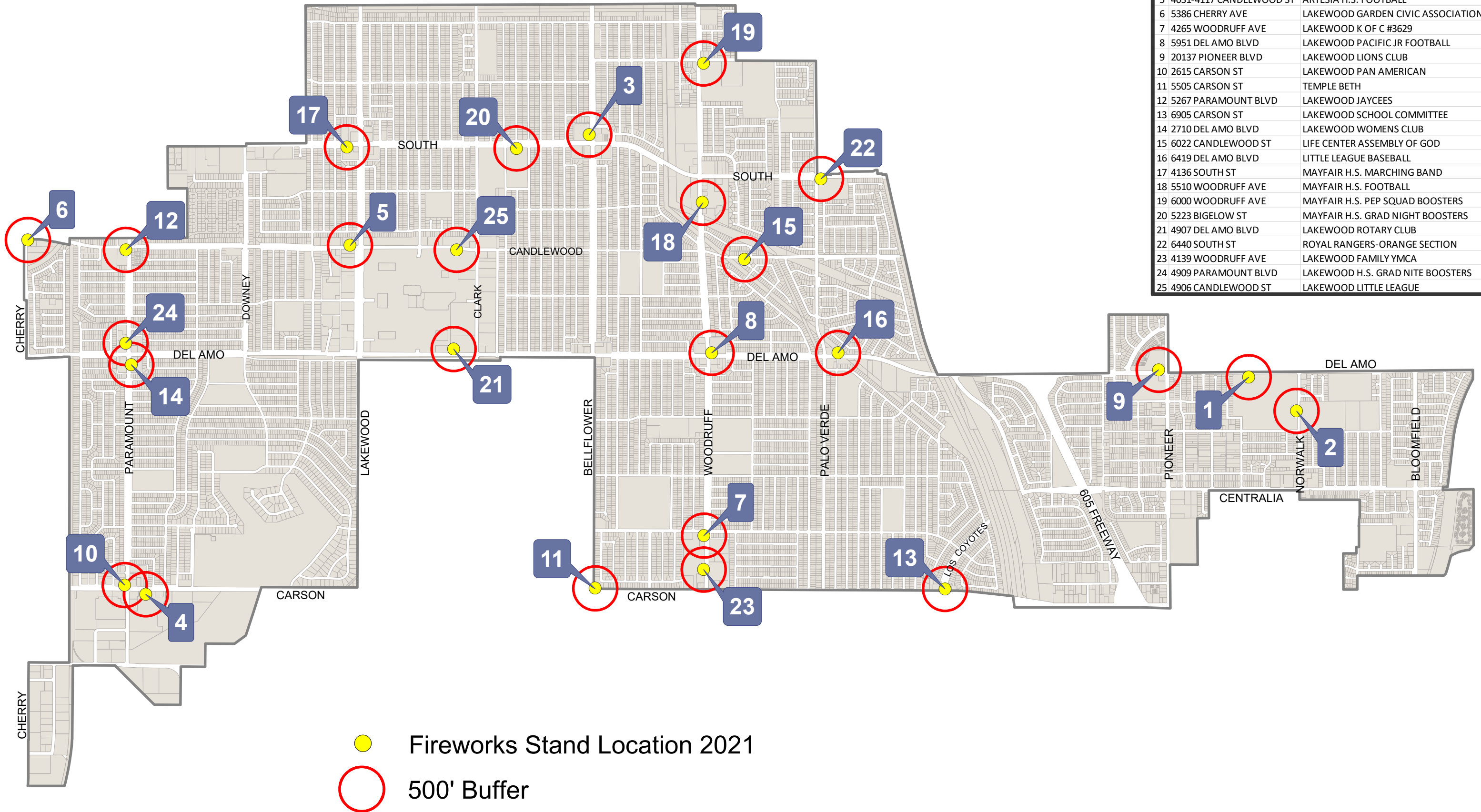
  
 Thaddeus McCormack  
 City Manager

FIREWORKS 2022  
Net Profit Summary

<u>Organization</u>	<u>Net Profit 2020</u>	<u>Net Profit 2021</u>	<u>Difference</u>	<u>Use</u>
1 Artesia H.S. Band Boosters	\$ 8,290.00	\$ 8,771.00	\$ 481.00	35% Instruments - 30% Uniform cleaning - 25% Coaches - 10% Entry fees
2 Artesia H.S. Baseball Boosters	\$ 5,895.00	\$ 5,200.00	\$ (695.00)	25% Baseballs - 25% Uniforms 25% Field maint - 25% Umpire fees
3 Artesia H.S. Cheerleaders	\$ 14,384.00	\$ 17,507.00	\$ 3,123.00	50% Camp - 40% Uniforms - 10% Trophys
4 Artesia H.S. Football	\$ 8,463.00	\$ 9,542.00	\$ 1,079.00	50% Uniforms - 25% Helmets -15% Cleaning - 10% Audio Equipment
5 Lakewood Pan Am Festival	\$ -	\$ 24,130.00	\$ 24,130.00	100% Pan Am Scholarship Fund
6 Greater Lakewood Chamber of Commerce	\$ 29,988.00	\$ 29,988.00	\$ -	100% Business & Community Development
7 Lakewood School Committee	\$ -	\$ 33,979.00	\$ 33,979.00	75% Cash grants to Lakewood Teachers 25% Operating Expenses
8 Lakewood Garden Civic Association	\$ 24,169.00	\$ 30,965.00	\$ 6,796.00	100% Upkeep of LCGA Clubhouse and Pool
9 Lakewood H.S. Grad Night	\$ 16,374.00	\$ 13,157.00	\$ (3,217.00)	90% Food, Tickets, Transportation - 10% Sponsorships
10 Lakewood Women's Club	\$ -	\$ 12,132.00	\$ 12,132.00	20% VA Hospital 20% LEF Fund 20% Meals on Wheels 40% Project Sheperd
11 Lakewood Jaycees	\$ 6,971.00	\$ 16,707.00	\$ 9,736.00	20% Membership Dues 30% Pagent 30% Project Sheperd 20% Soroptimist Run
12 Lakewood Knights of Columbus	\$ 29,919.00	\$ 49,476.00	\$ 19,557.00	25% Scholarships - 25% Church - 25% Vocation - 25% Support of past members
13 Lakewood Little League	\$ 18,120.00	\$ 20,752.00	\$ 2,632.00	100% Field Upkeep, Equipment
14 Lakewood Pacific Junior Football	\$ 14,372.00	\$ 25,764.00	\$ 11,392.00	25% Uniforms - 25% Equipment - 25% Fields - 25% Other Misc.
15 Lakewood Rotary	\$ 19,886.00	\$ 24,350.00	\$ 4,464.00	35% Scholarships - 65% Donations
16 Life Center Assembly of God	\$ 9,127.00	\$ 9,615.00	\$ 488.00	50% Youth Ministries 50% Childrens Ministries
17 Little League Baseball District #38	\$ 16,916.00	\$ 19,119.00	\$ 2,203.00	50% Uniforms - 50% Awards
18 Temple Beth Zion-Sinai	\$ -	\$ 15,993.00	\$ 15,993.00	75% Free Education 5% Food for needy 10% Dues 10% Operations
19 Mayfair H.S. Band Boosters	\$ 7,594.00	\$ 22,609.00	\$ 15,015.00	50% Instruments - 30% Music - 20% Entry Fees
20 Mayfair H.S. Football Boosters	\$ 10,922.00	\$ 10,025.00	\$ (897.00)	100% Uniforms
21 Mayfair H.S. Grad Night	\$ 13,894.00	\$ 18,286.00	\$ 4,392.00	100% Grad Night
22 Mayfair H.S. Pep Squad	\$ 25,287.00	\$ 30,871.00	\$ 5,584.00	70% Uniforms - 10% Transportation - 10% Equipment - 10% Entry Fees
23 Lakewood Lions Club (Opt-Out 2020 & 2021)	\$ -	\$ -	\$ -	
24 Royal Rangers-Orange Section	\$ 15,071.00	\$ 14,372.00	\$ (699.00)	60% Camp - 40% Equipment
25 Weingart Lakewood Family YMCA	\$ 37,840.00	\$ 37,636.00	\$ (204.00)	25% Scholarships - 25% Youth Programs - 25% Day Camp - 25% Scholarship Assist.
1 Cityline Church (Lakewood Pan Am Festival)	\$ 23,753.00	\$ -	\$ (23,753.00)	100% Church operating budget
2 L.A.S.D Explorers (Lakewood School Committee)	\$ 14,792.00	\$ 14,913.00	\$ 121.00	100% training, equipment, and competitions
3 Lakewood H.S. Wrestling (Lakewood Women's Club)	\$ 6,300.00	\$ -	\$ (6,300.00)	50% Tournament fees - 10% Uniforms - 20% Cleaning/sanitation - 20% Equipment
4 Mayfair H.S. Baseball (Temple Beth Zion-Sinai)	\$ 15,803.00	\$ -	\$ (15,803.00)	25% Baseballs - 25% Uniforms 25% Field maint - 25% Umpire fees
5 Mayfair H.S. Wrestling (Lakewood Lions Club)	\$ 11,779.00	\$ -	\$ (11,779.00)	50% Tournament fees - 10% Uniforms - 20% Cleaning/sanitation - 20% Equipment
<b>TOTAL</b>	<b>\$ 333,482.00</b>	<b>\$ 500,946.00</b>	<b>\$ 167,464.00</b>	



ID	ADDRESS	ORGANIZATION
1	12108 DEL AMO BLVD	ARTESIA H.S. BAND BOOSTERS
2	12108 DEL AMO BLVD	ARTESIA H.S. BASEBALL BOOSTERS
3	5819 BELLFLOWER BLVD	ARTESIA H.S. CHEERLEADERS
4	2770 CARSON ST	CHAMBER OF COMMERCE
5	4031-4117 CANDELWOOD ST	ARTESIA H.S. FOOTBALL
6	5386 CHERRY AVE	LAKEWOOD GARDEN CIVIC ASSOCIATION
7	4265 WOODRUFF AVE	LAKEWOOD K OF C #3629
8	5951 DEL AMO BLVD	LAKEWOOD PACIFIC JR FOOTBALL
9	20137 PIONEER BLVD	LAKEWOOD LIONS CLUB
10	2615 CARSON ST	LAKEWOOD PAN AMERICAN
11	5505 CARSON ST	TEMPLE BETH
12	5267 PARAMOUNT BLVD	LAKEWOOD JAYCEES
13	6905 CARSON ST	LAKEWOOD SCHOOL COMMITTEE
14	2710 DEL AMO BLVD	LAKEWOOD WOMENS CLUB
15	6022 CANDLEWOOD ST	LIFE CENTER ASSEMBLY OF GOD
16	6419 DEL AMO BLVD	LITTLE LEAGUE BASEBALL
17	4136 SOUTH ST	MAYFAIR H.S. MARCHING BAND
18	5510 WOODRUFF AVE	MAYFAIR H.S. FOOTBALL
19	6000 WOODRUFF AVE	MAYFAIR H.S. PEP SQUAD BOOSTERS
20	5223 BIGELOW ST	MAYFAIR H.S. GRAD NIGHT BOOSTERS
21	4907 DEL AMO BLVD	LAKEWOOD ROTARY CLUB
22	6440 SOUTH ST	ROYAL RANGERS-ORANGE SECTION
23	4139 WOODRUFF AVE	LAKEWOOD FAMILY YMCA
24	4909 PARAMOUNT BLVD	LAKEWOOD H.S. GRAD NITE BOOSTERS
25	4906 CANDLEWOOD ST	LAKEWOOD LITTLE LEAGUE



# FIREWORKS STANDS 2022



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**COUNCIL AGENDA**

June 14, 2022

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

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

**INTRODUCTION**

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

**STATEMENT OF FACTS**

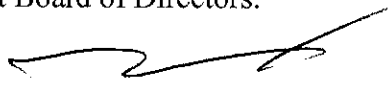
Michael Segura has been the Lakewood Business Representative serving on the Workforce Development Board since October of 2021. As required under the WDB Policy Board Agreement, the selected representative must be approved by the City Council.

Mr. Segura is the owner of a local branch of Farmers Insurance and meets all the requirements of the WIOA as a private sector representative on the Workforce Development Board. Michael currently serves on the Board of Directors for the Greater Lakewood Chamber of Commerce and is quite active in the community. He is a valuable asset on the SELACO WDB.

**RECOMMENDATION**

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

Paolo Beltran **PB**  
Deputy City Manager

  
Thaddeus McCormack  
City Manager

# DIVIDER SHEET

Item 1.1.a - City Manager's Report  
will be an oral presentation

MEMORANDUM

TO: CITY COUNCIL

FROM: CITY ATTORNEY

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

DATE: JUNE 14, 2022

SUBJECT: BUDGET - DETERMINING ANNUAL APPROPRIATIONS, SPENDING LIMITS FOR FISCAL YEAR 2022-2023, ADOPTION OF THE BUDGET FOR FISCAL YEARS 2022-23 and 2023-24

Find attached the following:

1. Resolution authorizing the automatic appropriation of un-appropriated funds into the Fund Balance as specified by the Governmental Fund Balance Policy as of June 30, 2022. Article XIII.B (Gann) provides the total annual appropriation of each local government shall not exceed the appropriation limit of such entity for the prior year, adjusted for changes in cost of living, except as otherwise provided therein. The City, therefore, in preparing its budget must determine its appropriation limits in order to avoid some of the undesirable effects of Proposition 4 (Gann Initiative). One of the provisions of Article XIII.B as contained in XIII.B(2) is that revenues received by the City in excess of the annual amount appropriated in compliance with the Article during the fiscal year shall be returned by revisions of tax rate or fee schedules within the next two subsequent fiscal years. It is recommended that a resolution be adopted to reflect revisions, both as to budgeted revenues and expenditures, so the appropriations equal the actual revenues prior to consideration of the following.
2. Prior to adoption of the budget, it is recommended that the City, by separate resolution, determine its annual appropriation limit for the Fiscal Year 2022-23. Find attached a resolution making that determination.

Unlike Proposition 13, which was a limitation on taxation raising money, Proposition 4 (Gann initiative), as amended by Proposition 111, is a limitation on spending money and relates to the proceeds of most types of taxes and revenue and some types of state subventions. The function of Article XIII.B is to regulate the appropriations of proceeds of taxes, which generally are tax revenues, user fees and charges (to the extent they exceed costs), interest and dividends earned on the investment of tax revenues, and certain subventions. State subventions that are included within the definition of "proceeds of taxes" are those that are

received by the entity without restriction. Federal grants and subventions are not included. Although Proposition 4 is technical, its basic mechanism is simple, and that is that the total annual appropriation of the City is subject to limitations. In other words, the total annual appropriation of proceeds from taxes (as previously defined) may not exceed the appropriations limit of the entity for the prior year, except as adjusted for changes in the cost of living and population (XIII.B Sections 1, 8[c], [e] and [f]). The limitation is the total appropriation of the prior year—not the actual appropriation of the prior year.

Pursuant to XIII.B.8.10.5, the appropriation limit for fiscal year 1986-87 in the amount of \$14,339,821 is the limit for appropriations for fiscal year beginning July 1, 2022, adjusted by the changes made since then as authorized therein.

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

1. Each year by resolution the City Council shall establish its appropriation limits for the following fiscal year, at either a regularly scheduled Council meeting or a noticed special meeting. Fifteen days prior to such meeting, documentation used in determination of the appropriation limit shall be available to the public (Section 7910). Find attached resolution making that determination.
2. Determination of the appropriation limit is a legislative act subject to judicial review (Section 7910).
3. For the 2022-23 fiscal year the appropriation limit shall equal the following (Section 7902[b]):
  - a. The appropriation limit for the 1986-87 fiscal year (\$14,339,821) multiplied by the product of the change in cost of living, as defined in Paragraph (2) of subdivision (3) of Section 8 of Article XIII.B. of the California Constitution and the change in population of local jurisdiction for the calendar year preceding the beginning of the fiscal year for which the appropriation limit is to be determined, and adjusted for other changes required or permitted by Article XIII.B. of the California Constitution.
4. In determining "change of California per capita personal income," reference must be made to Section 7901(a), and "change in cost of living," Section 7901(b), and "change in population," Section 7901(c).
5. In determining whether revenue received is in excess of the amount appropriated (and, therefore, must be returned to the taxpayers by a revision of tax rates and fee schedules as specified in XIII.B.2) Section 7901(h) defines said revenues as follows: "Revenues means all tax revenues and the proceeds to a local jurisdiction or the state received from (1) regulatory licenses, user charges, and user fees to the extent that these proceeds exceed the costs reasonably borne by that entity in providing the regulation, product or service, and (2) the

investment of tax revenues as described in subdivision (I) of Section 8 of Article XIII.B. For a local jurisdiction, revenues and appropriations shall also include subventions as defined in Section 7903 to be money which is unrestricted by statute.”

6. Not later than May 1 of each year the State Department of Finance shall notify the City of changes in the cost of living or changes in the California per capita income, whichever is lesser, and the population for each local jurisdiction for the prior calendar year, and these figures shall be used in the computation (Section 7909).
7. The aforementioned computation shall be contained in or attached as a schedule to the Resolution adopted prior to June 30, 2022 (Section 7910).

In addition, attached is a Resolution which may be used to adopt the budget. This Resolution should be adopted after adoption of the aforementioned Resolutions and the public hearing establishing the annual appropriation limits for Fiscal year 2022-23. In respect to adoption of the appropriation of funds for Fiscal Year 2021-22 and the budget for Fiscal Years 2022-23 and 2023-24, please be further advised as follows:

1. Payroll warrants or checks need not be audited by the City Council prior to payment, provided the payroll is presented to the City Council for ratification and approval at the first meeting after delivery of the payroll warrants or checks. Warrants or checks drawn in payment of demands, certified or approved by the Director of Finance and Administrative Services as conforming to a budget approved by Resolution of the City Council, need not be audited by the City Council prior to payment if such warrants or checks are presented to the City Council for ratification and approval at the first meeting after delivery of the warrants or checks (Government Code Section 37208). The financial and accounting duties of the City Clerk have by ordinance been transferred to the Director of Finance and Administrative Services (LMC 3132). Approval of the budget by resolution will put into effect the aforementioned procedure, and checks or warrants of the City conforming to the budget may be drawn and paid by the Director of Finance and Administrative Services on the appropriate signature of the Mayor and/or Treasurer, provided the same are placed on the next Register of Demands for approval by the City Council.
2. Resolution approving the budget also appropriates funds for Fiscal Years 2022-23 and 2023-24. Unless the City Council should otherwise direct, all projects therein set forth are authorized by the Resolution approving the budget and may be performed without further Council direction. Checks drawn in payment of demands arising therefrom, and certified by the Director of Finance and Administrative Services as conforming to the budget, need not be audited prior to payment, and shall be presented to the City Council for ratification and approval at the first meeting of the City Council after delivery of the checks (Section 37208).
3. Each City officer, department, board or commission, including the governing body of any special district or school district whose jurisdiction lies wholly or partly within the City and

whose function includes recommending preparation of plans for or construction of major public works, shall submit to the City Council a list of proposed public works recommended for planning initiation or construction during the fiscal year (Government Code Section 65401).

4. The Resolution approving the budget contains a provision authorizing the City Manager to proceed with specific projects enumerated in the budget. In addition, the Mayor is directed to execute all necessary contracts to carry out the foregoing. The purpose of this provision is to make sure the projects set forth in the budget are authorized and may be performed without further Council direction, unless otherwise required by law. For example, some projects and contracts may be awarded and proceeded on only following a public hearing before the City Council as required by law. Otherwise, where no such procedure or public hearing is required, or otherwise directed by the City Council, the Resolution enclosed authorizes the City Manager to arrange for the performance of any such projects enumerated in the budget.
5. In addition, Section 37110 of the Government Code authorizes the City Council to expend a sum not exceeding five percent (5%) of the money accruing to the General Fund in the fiscal year for music and promotion, including promotion of a sister city and town affiliation program. The Resolution approving the budget contains a finding in that regard, that the appropriations therein contained for promotion and music do not exceed five percent (5%) of the money accruing to the General Fund.
6. The Mayor is authorized to sign all warrants on the City Treasury and all written contracts and conveyances of the City, or in his absence, the Mayor Pro Tem (Gov. Code Section 40602). Therefore, where a project is authorized by the budget, the Mayor will execute the agreement, upon approval as to form by the City Attorney, without further Council approval. The City Council may, however, in any given case, direct otherwise. The City Council may by ordinance also authorize someone other than the Mayor to perform this function (Gov. Code Section 40602).
7. The Resolution also authorizes the City Manager, or his designee, to make transfers of budget appropriations between classifications and activities within funds. The purpose is to allow these transfers without frequent reference to the City Council for approval.



RESOLUTION NO. 2022-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AMENDING THE BUDGET FOR FISCAL YEAR 2021-22, AND AUTHORIZING THE APPROPRIATION OF RESERVE FUNDS INTO APPROPRIATE FUNDS AS OF JUNE 30, 2022

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

SECTION 1. The budget for the fiscal year ending June 30, 2022, is hereby amended to reflect that funds established and monies appropriated shall not be considered as restricted totally in their availability and use, and the amounts thereof may be adjusted between funds as necessary to serve the needs of the City.

SECTION 2. The budget heretofore adopted for the fiscal year ending June 30, 2022, is amended as provided herein.

SECTION 3. Any unencumbered appropriations in the General Fund at the close of business on June 30, 2022, including grant appropriations, shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Similarly, any un-appropriated balance in the General Fund at the close of business on June 30, 2022 is hereby appropriated into the Fund Balance as specified by the Governmental Fund Balance Policy. The revenue which will be recognized as a result of the carry forward of grant appropriations shall also be carried forward into Fiscal Year 2022-23 as budgeted revenues.

SECTION 4. Any unencumbered appropriations in any other Fund of the budget shall be appropriated to the Fund Balance as specified by the Governmental Fund Balance Policy. Any other un-appropriated balance in any other Fund of the budget at the close of business on June 30, 2022 is hereby appropriated therein to the Fund Balance as specified by the Governmental Fund Balance Policy.

SECTION 5. This Resolution shall be effective upon adoption.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

RESOLUTION NO. 2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD DETERMINING THE TOTAL ANNUAL  
APPROPRIATION SUBJECT TO LIMITATION OF THE CITY  
OF LAKEWOOD FOR THE FISCAL YEAR 2022-23

WHEREAS, the City Manager has prepared and submitted to the City Council a budget for the fiscal year commencing July 1, 2022; and

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

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

WHEREAS, the City of Lakewood has complied with all of the provisions of Article XIII.B and Government Code Section 7902 in determining the total annual appropriation subject to limitation for the Fiscal Year 2022-23.

SECTION 1. The City Council finds this Resolution and the schedules attached hereto as presented to it for adoption at a regular meeting of the City Council of the City of Lakewood on June 14, 2022, and that fifteen days prior to such meeting the documentation used in the determination of the appropriation limit was made available to public inspection.

SECTION 2. The total annual appropriations of the City of Lakewood subject to limitation as specified in Article XIII.B of the State Constitution for the Fiscal Year 2022-23, commencing July 1, 2022, as set forth on Exhibit A attached hereto and made a part hereof, is hereby fixed and determined to be \$51,725,834.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, and shall maintain said Resolution along with Exhibit A attached hereto, and made a part hereof, in her office for public inspection.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

## EXHIBIT A

<b>Gann Limit Calculation</b>	<b>2022-23</b>
Other Revenues	<u>49,448,663.00</u>
Total revenues less taxes & investment income	<u>49,448,663.00</u>
Tax-related revenues	<u>51,699,000.00</u>
Taxes subject to Gann Limit without interest	<u>51,699,000.00</u>
Total Investment Earnings-all funds	<u>52,500.00</u>
Total Interest	<u>52,500.00</u>
Non-tax revenues	49,448,663.00
Tax-related revenues	<u>51,699,000.00</u>
Total revenues	<u>101,147,663.00</u>
Non-tax revenues	49,448,663.00
Total revenues	<u>101,147,663.00</u>
% of Total	<u>0.4889</u>
Tax-related revenues	51,699,000.00
Total revenues	<u>101,147,663.00</u>
% of Total	<u>0.5111</u>
Interest Revenue	52,500.00
Non tax related revenues rate	<u>0.4889</u>
Interest proceeds from non-tax revenues	<u>25,665.99</u>
Interest Revenue	52,500.00
Tax related revenues rate	<u>0.5111</u>
Interest proceeds from tax revenues	<u>26,834.01</u>
Interest proceeds from tax revenues	26,834.01
	<u>51,699,000.00</u>
	<u>51,725,834.01</u>
Gann Limit (Using LA County Factor)	69,155,785.00
Proceeds subject to limit	51,725,834.00
	<b>74.8%</b>

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADOPTING THE BIENNIAL BUDGET AND  
APPROPRIATING REVENUE FOR FISCAL YEAR 2022-23 AND  
FISCAL YEAR 2023-24

WHEREAS, the City Manager has prepared and submitted to the City Council a 2022-23 AND 2023-24 Proposed Biennial Budget, for the fiscal years commencing July 1, 2022, and ending June 30, 2024; and

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

WHEREAS, the City Council held a public hearing on the 2022-23 and 2023-24 Proposed Biennial Budget, as modified, on June 3, 2022, where all interested persons were heard; and

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

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

SECTION 1. The first year of the two-year budget for the City of Lakewood for the fiscal year July 1, 2022 through June 30, 2023, is hereby adopted totaling an appropriation in the sum of \$82,398,679. The second year of the two-year budget for the City of Lakewood for the fiscal year July 1, 2023 through June 30, 2024, is hereby adopted totaling an appropriation in the sum of \$82,030,704.

SECTION 2. Said budget hereby adopted is the aforementioned Proposed Biennial Budget prepared by the City Manager, and as amended by the City Council, entitled "Proposed Two-Year Budget 2022-2024, City of Lakewood, California," incorporated herein as though set forth in full. Said budget is hereby adopted as the Budget of the City of Lakewood for both the 2022-23 and 2023-24 fiscal years, and shall remain in full force and effect until amended or modified by the City Council.

SECTION 3. The sums of money therein set forth are hereby appropriated from the revenues of the City to the departments, functions and funds therein set forth for expenditure during Fiscal Year 2022-23 and Fiscal Year 2023-24.

SECTION 4. The City Council hereby finds and determines that the sums of money appropriated therein for promotion and music do not exceed five percent (5%) of the money accruing to the General Fund for Fiscal Year 2022-23 and Fiscal Year 2023-24.

SECTION 5. The City Manager is hereby authorized and directed to arrange for the performance in accordance with the terms and provisions of law, of all specific projects enumerated in said budget, and the Mayor is directed to execute all necessary contracts to carry out the same.

SECTION 6. The City Manager shall have authority to incur obligations and enter into contracts for an amount not to exceed twenty thousand dollars (\$20,000), and forty thousand (\$40,000) for vehicles, without prior approval of the Council, provided that such expenditures are consistent with the budget and purchasing policy.

SECTION 7. The City Manager is authorized to make transfers of budget appropriations between classifications and activities within a fund.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective July 1, 2022.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

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Mayor

ATTEST:

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City Clerk

FISCAL YEAR 2022-2023

FUND	Estimated Fund Balance June 30, 2022	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2023
<u>General Fund</u>	\$ 19,963,270	\$ 64,373,940	\$ 59,816,600	\$ 2,145,344	\$ 26,665,954
Cable TV Fund	-	727,000	610,853	(116,147)	-
Community Facility Fund	-	195,000	1,027,953	832,953	-
Retiree Medical Fund	-	-	1,458,650	1,458,650	-
Housing Successor Agency Fund	603,801	180,150	203,400	(200,000)	380,551
<u>Special Revenue Funds</u>					
Air Quality Management (AQMD)	363,955	104,000	150,000	-	317,955
American Rescue Plan	641,319	9,656,429	1,274,305	-	9,023,443
CDBG Funds	346,187	456,232	324,532	-	477,887
CDBG Program Income Fund	221,304	41,000	36,088	-	226,216
JAG Grant	(2,151)	-	-	-	(2,151)
Measure M	4,782,348	1,409,850	210,000	-	5,982,198
Measure R	4,664,169	1,247,500	393,887	-	5,517,782
Measure W	1,610,789	5,000	634,150	-	981,639
Park Dedication	135,091	13,200	-	-	148,291
PROP A Recreation	(56,112)	38,440	34,885	-	(52,557)
Prop A Transit Fund	1,102,670	1,969,100	1,496,663	-	1,575,107
Prop C Transit Fund	4,395,282	1,648,350	842,006	-	5,201,626
Road Maintenance & Rehab	5,740,225	1,858,550	300,000	-	7,298,775
State COPS Grant	23,654	201,000	200,000	-	24,654
State Gas Tax	148,772	2,325,100	-	(2,325,100)	148,772
State Park Grant	490,000	-	-	-	490,000
TDA Article-3-Capital	58,539	75,522	-	-	134,061
Used Oil Grant	25,805	20,000	20,000	-	25,805
Other Grant Funds	117,785	73,900	75,250	-	116,435
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 45,376,702</b>	<b>\$ 86,619,263</b>	<b>\$ 69,109,222</b>	<b>\$ 1,795,700</b>	<b>\$ 64,682,443</b>

FISCAL YEAR 2022-2023

FUND	Estimated Fund Balance June 30, 2022	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2023
Water Utility Operations	\$ 14,025,863	\$ 13,840,550	\$ 13,289,457	\$ (1,795,700)	\$ 12,781,256
<b>TOTAL ENTERPRISE FUNDS</b>	\$ 14,025,863	\$ 13,840,550	\$ 13,289,457	\$ (1,795,700)	\$ 12,781,256
<b>GRAND TOTAL</b>	\$ <u>59,402,565</u>	\$ <u>100,459,813</u>	\$ <u>82,398,679</u>	\$ <u>-</u>	\$ <u>77,463,699</u>

FISCAL YEAR 2023-2024

FUND	Estimated Fund Balance June 30, 2023	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2024
<u>General Fund</u>	\$ 26,665,954	\$ 66,503,162	\$ 60,571,800	\$ 2,131,091	\$ 34,728,407
Cable TV Fund	-	733,000	626,295	(106,705)	-
Community Facility Fund	-	220,000	1,031,714	811,714	-
Retiree Medical Fund	-	-	1,488,100	1,488,100	-
Housing Successor Agency Fund	380,551	180,150	203,400	(200,000)	157,301
<u>Special Revenue Funds</u>					
Air Quality Management (AQMD)	317,955	104,000	10,000	-	411,955
American Rescue Plan	9,023,443	-	-	-	9,023,443
CDBG Funds	477,887	456,232	324,536	-	609,583
CDBG Program Income Fund	226,216	41,000	36,161	-	231,055
JAG Grant	(2,151)	-	-	-	(2,151)
Measure M	5,982,198	1,409,850	215,000	-	7,177,048
Measure R	5,517,782	1,247,500	398,881	-	6,366,401
Measure W	981,639	5,000	658,250	-	328,389
Park Dedication	148,291	13,200	-	-	161,491
PROP A Recreation	(52,557)	38,440	34,847	-	(48,964)
Prop A Transit Fund	1,575,107	1,969,100	1,511,650	-	2,032,557
Prop C Transit Fund	5,201,626	1,648,350	831,468	-	6,018,508
Road Maintenance & Rehab	7,298,775	1,860,000	300,000	-	8,858,775
State COPS Grant	24,654	201,000	200,000	-	25,654
State Gas Tax	148,772	2,328,500	-	(2,328,500)	148,772
State Park Grant	490,000	-	-	-	490,000
TDA Article-3-Capital	134,061	75,522	-	-	209,583
Used Oil Grant	25,805	20,000	20,000	-	25,805
Other Grant Funds	116,435	38,200	18,500	-	136,135
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>\$ 64,682,443</b>	<b>\$ 79,092,206</b>	<b>\$ 68,480,602</b>	<b>\$ 1,795,700</b>	<b>\$ 77,089,747</b>



FISCAL YEAR 2023-2024

FUND	Estimated Fund Balance June 30, 2023	Revenues	Appropriations	Reserves & Transfers In / (Out)	Estimated Fund Balance June 30, 2024
Water Utility Operations	\$ 12,781,256	\$ 13,398,500	\$ 13,550,102	\$ (1,795,700)	\$ 10,833,954
<b>TOTAL ENTERPRISE FUNDS</b>	\$ 12,781,256	\$ 13,398,500	\$ 13,550,102	\$ (1,795,700)	\$ 10,833,954
<b>GRAND TOTAL</b>	\$ <u>77,463,699</u>	\$ <u>92,490,706</u>	\$ <u>82,030,704</u>	\$ <u>-</u>	\$ <u>87,923,701</u>

RESOLUTION NO. 2022-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO CERTIFY TO CITY LIGHT AND POWER LAKEWOOD, INC., THAT BASIC FEE PAYMENTS HAVE BEEN INCLUDED IN THE BUDGET

WHEREAS, the City Council by Resolution No. 97-107 on November 12, 1997, entered into an agreement for street lighting maintenance by City Light and Power Lakewood, Inc.; and

WHEREAS, the City, in Paragraph 2 of said Agreement, covenanted to take certain action as necessary to include in the budget, effective July 1 of each year during the term of the Agreement, an appropriation for all basic fee payments; and

WHEREAS, the City Council finds that there are lawful available funds, after considering all of the other obligations and anticipated revenues of the City effective July 1, 2022, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2022-2023.

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

SECTION 1. The Director of Finance and Administrative Services is hereby directed to furnish City Light and Power Lakewood, Inc., and its Qualified Lienholder, or successors, not later than twenty (20) days following the adoption of the budget, a certificate of the City of Lakewood that the basic fee payments due in the Fiscal Year 2022-2023 have been included in the budget approved by the City Council.

SECTION 2. The City Clerk is directed to certify the adoption of this resolution.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

RESOLUTION NO. 2022-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO CERTIFY TO CITY LIGHT AND POWER LAKEWOOD, INC., THAT BASIC FEE PAYMENTS HAVE BEEN INCLUDED IN THE BUDGET

WHEREAS, the City Council by Minute Order on March 24, 2015, entered into an agreement for Photovoltaic System maintenance by City Light and Power Lakewood, Inc.; and

WHEREAS, the City, in Section 2.05 of said Agreement, covenanted to take certain action as necessary to include in the budget, effective July 1 of each year during the term of the Agreement, an appropriation for all basic fee payments; and

WHEREAS, the City Council finds that there are lawful available funds, after considering all of the other obligations and anticipated revenues of the City effective July 1, 2022, to appropriate all necessary funds for the basic fee payments during the Fiscal Year 2022-2023.

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

SECTION 1. The Director of Finance and Administrative Services is hereby directed to furnish City Light and Power Lakewood, Inc., and its Qualified Lienholder, or successors, not later than twenty (20) days following the adoption of the budget, a certificate of the City of Lakewood that the basic fee payments due in the Fiscal Year 2022-2023 have been included in the budget approved by the City Council.

SECTION 2. The City Clerk is directed to certify the adoption of this resolution.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Resolution Renewing the Community Recreation Program Agreement with ABC Unified School District

**INTRODUCTION**

The City of Lakewood has had a partnership with ABC Unified School District since 1973 to jointly use adjoining open space for the purpose of providing community recreation programs coordinated and supervised by the City or District upon property of the District or City at Palms Park.

**STATEMENT OF FACT**

The City entered into an agreement with ABC Unified School District in 1973 and the City has determined that sharing the property is of benefit to both Lakewood residents and students at the District's school(s). The City is desirous of continuing to contract with ABC Unified School District for this purpose.

**RECOMMENDATION**

Staff recommends that the City Council approve the Resolution renewing the Community Recreation Program Agreement with ABC Unified School District to continue to provide recreational facilities to students and residents for the period of July 1, 2022 to June 30, 2023.

**VF**

Valarie Frost, Director  
Recreation and Community Services



Thaddeus McCormack  
City Manager

RESOLUTION NO. 2022-33

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

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

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

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

WHEREAS, City and District desire to renew said community recreation program for the current fiscal year commencing July 1, 2022 and ending June 30, 2023 subject to the terms and provisions of said agreement, and as hereinafter provided.

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

SECTION 1. District Approval Required

This resolution is subject to approval of the governing board of the ABC Unified School District, and shall not be effective for any purpose until approved by such governing board.

SECTION 2. Community Recreation and Joint Powers Agreement to Govern

Upon acceptance and approval of this resolution by the governing board of the District, the agreement entitled "Agreement - Community Relation Program - Joint Exercise of Powers," dated February 13, 1973, shall govern the term and provisions of this Community Recreation Program, except as otherwise provided in this resolution.

SECTION 3. City's Community Recreation Program

Subject to approval of District, a Community Recreation Program shall be conducted by City on the open space owned by District which immediately adjacent to Palms Park and not within the fenced in property of Palms Elementary School.

SECTION 4. District's Recreation Program

Subject to approval of City, a Community Recreation Program shall be conducted by the District on any and all land, buildings and facilities at Palms Park.

SECTION 5. Fees and Charges

City reserves the right to recover part of its expenses of said Community Recreation Program, such as field trips, etc. through the collection of fees from participants. The amount of said fees shall be determined by City, but shall be reasonable enough to encourage rather than discourage participation. All monies so collected shall remain the property of City.

SECTION 6. Term

This resolution and the services hereunder shall be effective July 1, 2022 and ending June 30, 2023, and shall be subject to earlier termination as provided in the aforementioned agreement.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVAL BY ABC UNIFIED SCHOOL DISTRICT

The aforementioned resolution was approved by the governing board of the ABC Unified School District, at a meeting thereof held on \_\_\_\_\_, and entered into the minutes of said meeting.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Community Development Block Grant Funding Agreement with  
Community Family Guidance Center

### INTRODUCTION

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

### STATEMENT OF FACT

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

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

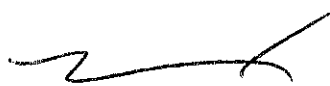
The city has allocated the sum of \$8,500.00 of Community Development Block Grant (CDBG) funds for this service. In an effort to ensure the proper documentation and record keeping of CDBG funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

### RECOMMENDATION

Staff recommends that the City Council approve the Resolution which authorizes and directs the Mayor and City Clerk to execute the Agreement between the City of Lakewood and Community Family Guidance for the purpose of providing counseling services to the residents of Lakewood for the period of July 1, 2022 to June 30, 2023.

**VF**

Valarie Frost, Director  
Recreation and Community Services



Thaddeus McCormack  
City Manager



**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT  
WITH COMMUNITY FAMILY GUIDANCE CENTER**

THIS AGREEMENT, entered into this 1st day of July 2022, by and between City OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "GRANTEE," and COMMUNITY FAMILY GUIDANCE CENTER a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

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

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

WHEREAS, GRANTEE has allocated \$8,500 in the fiscal year 2022-2023 Budget for the purpose of providing mental health, child abuse treatment and prevention, case management, and other counseling services to residents of City of Lakewood; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SCOPE OF SERVICES**

SUBRECIPIENT agrees to provide services for residents of City of Lakewood during the fiscal year commencing July 1, 2022 and ending June 30, 2023. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. SUBRECIPIENT is authorized and directed to utilize the funds provided by City of Lakewood to subsidize said services available to those participants.

**A. Project**

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

**(1) Description of Work:**

GRANTEE has allocated \$8,500 to Community Family Guidance Center to provide mental health services to alleviate the trauma of child abuse and mental illness to 90 individuals between July 1, 2022 and June 30, 2023.

**B. National Objectives**

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the Community Development Block Grant (CDBG) Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2022 and ending June 30, 2023, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2023. This Contract does not reimburse any expenditure(s) incurred by SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by GRANTEE shall not exceed \$8,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by GRANTEE shall not, in any event, exceed \$709.00 per month, or \$8,500.00 for fiscal year 2022-2023. No payment shall be made by

GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by GRANTEE. SUBRECIPIENT agrees to make available to the Director of Finance and Administrative Services, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as GRANTEE may require to substantiate the need for payment by GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### 6. REVENUE DISCLOSURE REQUIREMENT

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

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

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which

are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

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

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

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of GRANTEE.

#### 11. PROCUREMENT

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

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

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life

expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

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

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

### 14. PROGRAM INCOME

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2022-2023.

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

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

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

### 15. MONITORING

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

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

### 16. FINANCIAL MANAGEMENT

#### A. Records to be Maintained

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

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

**B. Record Retention**

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

**C. Disclosure**

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

**D. Property Records**

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

**E. Close-Outs**

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

**F. Audit and Inspections**

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards

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

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

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

#### 17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

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

#### 18. REVERSION OF ASSETS

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

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

19. INDEPENDENT CONTRACTOR

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

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.



- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.
- D. 24 CFR Part 570.604 - Environmental Standards  
For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.
- E. 24 CFR Part 570.605 - National Flood Insurance Program  
Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.
- F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements  
The general policy for minimizing displacement shall be implemented pursuant to this Part.
- G. 24 CFR Part 570.607 - Employment and Contracting Opportunities  
Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- H. 24 CFR Part 570.608 – Lead Based Paint  
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing

regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GRANTEE, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

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

25. HOLD HARMLESS

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

26. INDEMNIFICATION

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

27. INSURANCE REQUIREMENTS

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

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of

California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

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

C. Additional Named Insurance

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

D. Policies Primary and Non-Contributory

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

E. Proof of Coverage

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

F. Insurance Review

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

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

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

A. Clean Air and Water

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

29. LABOR STANDARDS

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

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

30. SECTION 3

A. Compliance

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

B. Section 3 Clauses

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

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

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

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



SUBRECIPIENT certifies that:

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

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

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

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

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

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

ATTEST:

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

COMMUNITY FAMILY GUIDANCE  
CENTER

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2022-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND COMMUNITY FAMILY GUIDANCE CENTER PROVIDING COUNSELING SERVICES FOR FAMILIES AND JUVENILE RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2022-2023

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

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

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

WHEREAS, the City has allocated \$8,500 in the 2022-2023 budget for the purpose of providing intake and assessment, individual therapy for children and parents, group therapy, family therapy, parent education classes, and other counseling services to residents of the city.

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

SECTION 1. That certain agreement entitled Community Development Block Grant Funding Agreement with Community Family Guidance Center (Agreement) set forth between the City of Lakewood, a municipal corporation, and Community Family Guidance Center, a non-profit corporation, for counseling services for families and juvenile residents of the City of Lakewood is hereby approved for the fiscal year 2022-2023, commencing July 1, 2022 and ending June 30, 2023.

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

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Community Development Block Grant Funding Agreement with  
Human Services Association

**INTRODUCTION**

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

**STATEMENT OF FACT**

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

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

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

**RECOMMENDATION**

Staff recommends that the City Council approve the Resolution with authorizes and directs the Mayor and City Clerk to execute the Agreement between the City of Lakewood and Human Services Association for the purpose of providing congregate and home delivered meals to the residents of Lakewood for the period of July 1, 2022 to June 30, 2023.

*VF*

Valarie Frost, Director  
Recreation and Community Services



Thaddeus McCormack  
City Manager

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT WITH  
HUMAN SERVICES ASSOCIATION

THIS AGREEMENT, entered into this 1st day of July 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "GRANTEE," and HUMAN SERVICES ASSOCIATION a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

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

WHEREAS, SUBRECIPIENT possesses the personnel, equipment and skills requisite and necessary to furnish said services to GRANTEE; and

WHEREAS, GRANTEE has allocated \$9,000 in the fiscal year 2022-2023 Budget for the purpose of providing congregate meals frail and isolated senior citizens of the City of Lakewood; and

WHEREAS, the City Council has determined that providing congregate meals to frail and isolated Lakewood senior citizens is a public purpose, and for the general welfare and public benefit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF SERVICES

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2022 and ending June 30, 2023. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

A. Project

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

(1) Description of Work:

GRANTEE has allocated \$9,000 to Human Services Association to provide congregate meals to 75 frail and isolated senior citizens in order to assist them to remain in their homes and sustain a safe and manageable level of nutritional health in order to prevent institutionalization between July 1, 2022 and June 30, 2023.

B. National Objectives

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the Community Development Block Grant (CDBG) Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2022 and ending June 30, 2023, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2023. This Contract does not reimburse any expenditure(s) incurred by SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by GRANTEE shall not exceed \$8,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by GRANTEE shall not, in any event, exceed \$709.00 per month, or \$8,500.00 for fiscal year 2022-2023. No payment shall be made by

GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by GRANTEE. SUBRECIPIENT agrees to make available to the Director of Finance and Administrative Services, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as GRANTEE may require to substantiate the need for payment by GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### 6. REVENUE DISCLOSURE REQUIREMENT

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

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

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which

are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

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

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

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of GRANTEE.

#### 11. PROCUREMENT

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

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

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life



expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

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

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

**14. PROGRAM INCOME**

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2022-2023.

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

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

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

**15. MONITORING**

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

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

**16. FINANCIAL MANAGEMENT**

**A. Records to be Maintained**

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

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

**B. Record Retention**

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

**C. Disclosure**

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

**D. Property Records**

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

**E. Close-Outs**

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

**F. Audit and Inspections**

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards

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

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

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

#### 17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

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

#### 18. REVERSION OF ASSETS

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

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

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

#### 21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.
- D. 24 CFR Part 570.604 - Environmental Standards  
For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.
- E. 24 CFR Part 570.605 - National Flood Insurance Program  
Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.
- F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements  
The general policy for minimizing displacement shall be implemented pursuant to this Part.
- G. 24 CFR Part 570.607 - Employment and Contracting Opportunities  
Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- H. 24 CFR Part 570.608 – Lead Based Paint  
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing

regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GRANTEE, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

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

25. HOLD HARMLESS

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

26. INDEMNIFICATION

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

27. INSURANCE REQUIREMENTS

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

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of



California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

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

C. Additional Named Insurance

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

D. Policies Primary and Non-Contributory

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

E. Proof of Coverage

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

F. Insurance Review

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

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

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

A. Clean Air and Water

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

29. LABOR STANDARDS

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

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

30. SECTION 3

A. Compliance

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

B. Section 3 Clauses

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

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

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

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

SUBRECIPIENT certifies that:

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

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

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Human Services Association  
6800 Florence Avenue  
Bell Gardens, CA 90201

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

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

ATTEST:

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

HUMAN SERVICES ASSOCIATION

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING THE AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND HUMAN SERVICES ASSOCIATION (HSA) TO PROVIDE SERVICES FOR SENIOR ADULT RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2022-2023

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

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

WHEREAS, the City has allocated the sum of \$9,000 in the 2022-2023 budget for this service.

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

SECTION 1. That certain agreement entitled Community Development Block Grant Funding Agreement with Human Services Association (Agreement) set forth between the City of Lakewood, a municipal corporation, and Human Services Association, a community non-profit corporation, that will provide services, including congregate home delivered meals for senior residents of the City of Lakewood is hereby approved for the fiscal year 2022-2023, commencing July 1, 2022 and ending June 30, 2023.

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

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Community Development Block Grant Funding Agreement with  
Lakewood Meals on Wheels

### INTRODUCTION

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

### STATEMENT OF FACT

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

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

### RECOMMENDATION

Staff recommends that the City Council approve the Resolution which authorizes and directs the Mayor and City Clerk to execute the Agreement between the City of Lakewood and Lakewood Meals on Wheels for the purpose of providing home delivery of nutritional meals to elderly, handicapped and convalescing residents of Lakewood for the period of July 1, 2022 to June 30, 2023.

VF

Valarie Frost, Director  
Recreation and Community Services



Thaddeus McCormack  
City Manager



**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT WITH  
LAKEWOOD MEALS ON WHEELS**

THIS AGREEMENT, entered into this 1st day of July 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "GRANTEE," and LAKEWOOD MEALS ON WHEELS, a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

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

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

WHEREAS, GRANTEE has allocated \$10,500 in the fiscal year 2022-2023 Budget for the purpose of providing home delivered meals to frail residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing home delivered meals to frail residents is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SCOPE OF SERVICES**

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2022 and ending June 30, 2023. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

**A. Project**

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

- (1) Description of Work:  
GRANTEE has allocated \$10,500 to Meals on Wheels to help a minimum of 105 frail residents remain in their homes by providing home delivered meals between July 1, 2022 and June 30, 2023.

**B. National Objectives**

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the Community Development Block Grant (CDBG) Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2022 and ending June 30, 2023, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2023. This Contract does not reimburse any expenditure(s) incurred by SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by GRANTEE shall not exceed \$8,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by GRANTEE shall not, in any event, exceed \$709.00 per month, or \$8,500.00 for fiscal year 2022-2023. No payment shall be made by

GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by GRANTEE. SUBRECIPIENT agrees to make available to the Director of Finance and Administrative Services, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as GRANTEE may require to substantiate the need for payment by GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### 6. REVENUE DISCLOSURE REQUIREMENT

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

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

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which

are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

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

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

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of GRANTEE.

#### 11. PROCUREMENT

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

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

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life

expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

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

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

**14. PROGRAM INCOME**

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2022-2023.

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

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

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

**15. MONITORING**

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

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

**16. FINANCIAL MANAGEMENT**

**A. Records to be Maintained**

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

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

#### B. Record Retention

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

#### C. Disclosure

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

#### D. Property Records

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

#### E. Close-Outs

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

#### F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards

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

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

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

#### 17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

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

#### 18. REVERSION OF ASSETS

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

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

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

#### 21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.



- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.
- D. 24 CFR Part 570.604 - Environmental Standards  
For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.
- E. 24 CFR Part 570.605 - National Flood Insurance Program  
Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.
- F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements  
The general policy for minimizing displacement shall be implemented pursuant to this Part.
- G. 24 CFR Part 570.607 - Employment and Contracting Opportunities  
Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- H. 24 CFR Part 570.608 – Lead Based Paint  
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing

regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GRANTEE, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

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

25. HOLD HARMLESS

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

26. INDEMNIFICATION

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

27. INSURANCE REQUIREMENTS

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

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of

California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

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

C. Additional Named Insurance

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

D. Policies Primary and Non-Contributory

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

E. Proof of Coverage

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

F. Insurance Review

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

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

## 28. ENVIRONMENTAL CONDITIONS

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

### A. Clean Air and Water

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

### B. Flood Disaster Protection

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

### C. Lead-Based Paint

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

### D. Historic Preservation

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

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

## 29. LABOR STANDARDS

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

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

## 30. SECTION 3

### A. Compliance

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

### B. Section 3 Clauses

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

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

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

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



SUBRECIPIENT certifies that:

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

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

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Lakewood Meals on Wheels  
5510 Clark Avenue  
Lakewood, CA 90712

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

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

ATTEST:

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

LAKWOOD MEALS ON WHEELS

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2022-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND LAKEWOOD MEALS ON WHEELS TO PROVIDE HOME DELIVERY OF NUTRITIONAL MEALS TO ELDERLY, HANDICAPPED AND CONVALESCING RESIDENTS OF LAKEWOOD FOR THE FISCAL YEAR 2022-2023

WHEREAS, Lakewood Meals on Wheels, since 1975, has recruited citizens for voluntary services to the community; and

WHEREAS, these services involve the home delivery of nutritional meals to the elderly, handicapped and convalescing, thereby reducing or eliminating the need for premature or prolonged institutionalization; and

WHEREAS, the foregoing is a public purpose and for the general welfare and public benefit of the City of Lakewood; and

WHEREAS, the City Council for the fiscal year 2022-2023 budgeted \$10,500 to reimburse Lakewood Meals on Wheels for payments made for travel to volunteers performing these services for Lakewood Meals on Wheels and for meal cost subsidy for low-income Lakewood residents.

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

SECTION 1. That certain agreement entitled Community Development Block Grant Funding Agreement with Lakewood Meals on Wheels (Agreement) set forth between the City of Lakewood, a municipal corporation, and Lakewood Meals on Wheels, a non-profit corporation, providing meals for convalescent, elderly and handicapped residents of the City of Lakewood, is hereby approved for the fiscal year 2022-2023 commencing July 1, 2022 and ending June 30, 2023.

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

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Community Development Block Grant Funding Agreement with Pathways Volunteer Hospice, Inc.

### INTRODUCTION

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

### STATEMENT OF FACT

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


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

The city has allocated the sum of \$8,500.00 of Community Development Block Grant (CDBG) funds for this service. In an effort to ensure the proper documentation and record keeping of CDBG funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

### RECOMMENDATION

Staff recommends that the City Council approve the Resolution which authorizes and directs the Mayor and City Clerk to execute the Agreement between the City of Lakewood and Pathways Volunteer Hospice, Inc for the purpose of providing services to terminally ill residents of Lakewood for the period of July 1, 2022 to June 30, 2023.

*VF*  
Valarie Frost, Director  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT WITH  
PATHWAYS VOLUNTEER HOSPICE, INC.**

THIS AGREEMENT, entered into this 1st day of July 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "GRANTEE," and PATHWAYS VOLUNTEER HOSPICE, INC. a California non-profit corporation, hereinafter referred to as "SUBRECIPIENT"

WITNESSETH:

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

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

WHEREAS, GRANTEE has allocated \$8,500 in the fiscal year 2022-2023 Budget for the purpose of providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues to residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing free in-home patient/client services to individuals facing end of life, aging and/or bereavement issues is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SCOPE OF SERVICES**

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2022 and ending June 30, 2023. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

**A. Project**

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

**(1) Description of Work:**

GRANTEE has allocated \$8,500 to Pathways Volunteer Hospice, Inc. to provide free direct client services to a minimum of 30 individuals facing end of life, aging, and/or bereavement issues between July 1, 2022 and June 30, 2023.

**B. National Objectives**

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the Community Development Block Grant (CDBG) Program's National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2022 and ending June 30, 2023, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2023. This Contract does not reimburse any expenditure(s) incurred by SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by GRANTEE shall not exceed \$8,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by GRANTEE shall not, in any event, exceed \$709.00 per month, or \$8,500.00 for fiscal year 2022-2023. No payment shall be made by

GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by GRANTEE. SUBRECIPIENT agrees to make available to the Director of Finance and Administrative Services, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as GRANTEE may require to substantiate the need for payment by GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### 6. REVENUE DISCLOSURE REQUIREMENT

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

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

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which

are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

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

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

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of GRANTEE.

#### 11. PROCUREMENT

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

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

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life



expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

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

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

14. PROGRAM INCOME

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2022-2023.

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

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

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

15. MONITORING

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

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

16. FINANCIAL MANAGEMENT

A. Records to be Maintained

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

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

#### B. Record Retention

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

#### C. Disclosure

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

#### D. Property Records

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

#### E. Close-Outs

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

#### F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards

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

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

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

#### 17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

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

#### 18. REVERSION OF ASSETS

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

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

#### 19. INDEPENDENT CONTRACTOR

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

#### 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

#### 21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.

- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.
- D. 24 CFR Part 570.604 - Environmental Standards  
For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.
- E. 24 CFR Part 570.605 - National Flood Insurance Program  
Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.
- F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements  
The general policy for minimizing displacement shall be implemented pursuant to this Part.
- G. 24 CFR Part 570.607 - Employment and Contracting Opportunities  
Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- H. 24 CFR Part 570.608 – Lead Based Paint  
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing

regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GRANTEE, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

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

25. HOLD HARMLESS

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

26. INDEMNIFICATION

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

27. INSURANCE REQUIREMENTS

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

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of



California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

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

C. Additional Named Insurance

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

D. Policies Primary and Non-Contributory

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

E. Proof of Coverage

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

F. Insurance Review

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

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

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

A. Clean Air and Water

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

29. LABOR STANDARDS

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

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

30. SECTION 3

A. Compliance

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

B. Section 3 Clauses

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

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

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

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

SUBRECIPIENT certifies that:

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

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

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

### 33. TERMINATION

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

### 34. ASSIGNMENT

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

### 35. AMENDMENTS: VARIATIONS

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

### 36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Pathways Volunteer Hospice, Inc.  
4645 Woodruff Avenue  
Lakewood, CA 90713

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

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

ATTEST:

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

PATHWAYS VOLUNTEER HOSPICE, INC.

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2022-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD APPROVING AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND PATHWAYS VOLUNTEER HOSPICE, INC. PROVIDING SERVICES FOR TERMINALLY ILL RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2022-2023

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

WHEREAS, Pathways Volunteer Hospice, Inc. possesses the personnel, equipment and skills requisite and necessary to furnish said services for the City; and

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

WHEREAS, the City has allocated \$8,500 in the 2022-2023 budget for the purpose of providing services to terminally ill residents of the City of Lakewood and support services to their family members.

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

SECTION 1. That certain agreement entitled Community Development Block Grant Funding Agreement with Pathways Volunteer Hospice, Inc. (Agreement) set forth between the City of Lakewood, a municipal corporation, and Pathways Volunteer Hospice, Inc., a community non-profit charitable service, for services for the terminally ill residents of the City of Lakewood is hereby approved for the fiscal year 2022-2023, commencing July 1, 2022 and ending June 30, 2023.

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

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Community Development Block Grant Funding Agreement with  
Su Casa – Ending Domestic Violence

**INTRODUCTION**

The City of Lakewood is desirous in assisting Su Casa – Ending Domestic Violence in providing emergency and transitional housing supportive services to victims of domestic violence and their children residing in the City of Lakewood.

**STATEMENT OF FACT**

The city is desirous of entering into a contract with Su Casa – Ending Domestic Violence for providing emergency and transitional housing supportive services to victims of domestic violence and their children residing in the City of Lakewood.

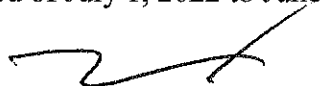
The city has allocated the sum of \$5,000.00 of Community Development Block Grant (CDBG) funds for this service. In an effort to ensure the proper documentation and record keeping of CDBG funding regulations, the city has updated the internal documents and files as well as all sub-recipient agreements.

**RECOMMENDATION**

Staff recommends that the City Council approve the Resolution which authorizes and directs the Mayor and City Clerk to execute the Agreement between the City of Lakewood and Su Casa – Ending Domestic Violence for the purpose of providing emergency and transitional housing services to the residents of Lakewood for the period of July 1, 2022 to June 30, 2023.

**VF**

Valarie Frost, Director  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager



**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT WITH  
SU CASA – ENDING DOMESTIC VIOLENCE**

THIS AGREEMENT, entered into this 1st day of July 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as “GRANTEE,” and SU CASA - ENDING DOMESTIC VIOLENCE a California non-profit corporation, hereinafter referred to as “SUBRECIPIENT”

WITNESSETH:

WHEREAS, the City is desirous of contracting with SUBRECIPIENT for the performance of hereinafter described as providing emergency and transitional housing supportive services to victims of domestic violence and their children residing in the City of Lakewood; and

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

WHEREAS, GRANTEE has allocated \$5,000 in the fiscal year 2022-2023 Budget for the purpose of providing emergency and transitional housing, counseling, assistance in obtaining permanent housing, outreach and education, to the residents of the City of Lakewood; and

WHEREAS, the City Council has determined that providing emergency and transitional housing for Lakewood residents is a public purpose, and for the general welfare and public benefit;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**1. SCOPE OF SERVICES**

SUBRECIPIENT agrees to provide services for residents of the City of Lakewood during the fiscal year commencing July 1, 2022 and ending June 30, 2023. Said services shall be provided without restriction as to sex, race, national origin, religion or political affiliation. SUBRECIPIENT is authorized and directed to utilize the funds provided by the City of Lakewood to subsidize said services available to those participants.

**A. Project**

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

**(1) Description of Work:**

GRANTEE has allocated \$5,000 to Su Casa - Ending Domestic Violence to provide emergency and transitional housing to 36 individuals between July 1, 2022 and June 30, 2023.

**B. National Objectives**

SUBRECIPIENT certifies that the funds provided under this Contract will assist them in meeting one or more of the Community Development Block Grant (CDBG) Program’s National Objectives:

- 1) Benefit low/moderate income persons,
- 2) Aid in the prevention or elimination of slums or blight,
- 3) Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Maintenance and Operation Commitment

SUBRECIPIENT certifies that funds provided under this Contract will not be used for maintenance and operation expenses pursuant to the signed Maintenance and Operation Commitment submitted with the project/activity application.

2. TERM

This Agreement shall be for a term commencing July 1, 2022 and ending June 30, 2023, unless sooner terminated as hereinafter provided. This Agreement may be renewed for additional terms by Resolution of City Council and approved by SUBRECIPIENT.

SUBRECIPIENT shall complete the project no later than June 30, 2023. This Contract does not reimburse any expenditure(s) incurred by SUBRECIPIENT prior to the date of commencement. This Contract does not reimburse any expenditure(s) made after the completion date without written authorization to extend the contract.

3. LEVEL OF SERVICES

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

4. PERFORMANCE BY SUBRECIPIENT

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

5. COMPENSATION AND METHOD OF PAYMENT

It is expressly agreed and understood that the total amount to be paid by GRANTEE shall not exceed \$8,500.00. This payment shall constitute full and complete compensation. For the purpose of this Contract, GRANTEE shall disburse compensation and monitor SUBRECIPIENT performance in satisfying the scope of work obligations under the terms of this Contract.

It is further agreed that the total cost to be paid by GRANTEE shall not, in any event, exceed \$709.00 per month, or \$8,500.00 for fiscal year 2022-2023. No payment shall be made by

GRANTEE to the hereunder except under claim or demand therefore having been filed by the Director of Administrative Services of GRANTEE on or before the 10th of each month. Such claim or demand shall be in the form and prepared and presented in the manner requested by the Director of Administrative Services, and shall at least include in addition, information pertaining to the clients receiving services and the balance of payment for reimbursement by GRANTEE. SUBRECIPIENT agrees to make available to the Director of Finance and Administrative Services, or his/her designated agent, such records, budgetary and statistical data, receipt and deposit of funds, costs and payroll statements and information as GRANTEE may require to substantiate the need for payment by GRANTEE of the amount hereinbefore set forth. Upon approval of said claim by the Director of Administrative Services based in part by the recommendation of the Director of Recreation and Community Services, said claim shall be paid on or before the Thursday following the fourth Tuesday of the month in which submitted.

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

#### 6. REVENUE DISCLOSURE REQUIREMENT

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

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

For programs in which there are sources of funds in addition to CDBG funds, SUBRECIPIENT shall, upon request of GRANTEE, provide evidence of such funding in the form of a cost allocation plan showing the distribution of funds for all sources of funds. GRANTEE shall not pay for any costs which

are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

#### 8. FISCAL LIMITATIONS

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

#### 9. NONEXPENDABLE PROPERTY

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

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

Supplies are items that are expendable and consumable including but not limited to stationary, forms, minor office equipment and small tools. Expendable personal property refers to all tangible personal property other than nonexpendable personal property. All expendable personal property with a unit value of five hundred (\$500) dollars or more per unit must have the prior written approval of GRANTEE.

#### 11. PROCUREMENT

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

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

In addition to the procurement standards required in Section 14, Procurement, SUBRECIPIENT shall obtain three (3) competitive and comparable bids prior to purchasing or leasing any nonexpendable personal property or equipment over five hundred (\$500) dollars in unit value and having a life

expectancy of more than one (1) year. Such property shall be properly tagged and inventoried. This inventory shall be provided to GRANTEE upon request.

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

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

**14. PROGRAM INCOME**

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

Where program income is to be retained by SUBRECIPIENT all activities undertaken with the program income shall be those items listed under the Direct and Indirect Expenditures on the proposed budget for FY 2022-2023.

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

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

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

**15. MONITORING**

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

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

**16. FINANCIAL MANAGEMENT**

**A. Records to be Maintained**

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

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

#### B. Record Retention

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

#### C. Disclosure

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

#### D. Property Records

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

#### E. Close-Outs

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

#### F. Audit and Inspections

SUBRECIPIENT is required to arrange for an independent financial/compliance audit performed by a Certified Public Accountant within the direction of Generally Accepted Auditing Standards

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

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

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

#### 17. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving their thirty (30) days notice in writing to the other party. Agreement must be reached by both parties as to reasons and conditions for termination in compliance with the provisions of federal regulations at 24 CFR Part 85.44, Termination for Convenience.

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

#### 18. REVERSION OF ASSETS

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

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

19. INDEPENDENT CONTRACTOR

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

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- B. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- E. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;

21. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS

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

- A. 24 CFR Part 570.601 – Affirmatively Furthering Fair Housing  
Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR Part 1; Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259 (3 CFR Part, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307)(Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, also apply.



- B. 24 CFR Part 570.602 - Section 109 of the Housing and Community Development Act  
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR Part 6.
- C. 24 CFR Part 570.603 – Labor Standards  
Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units. The regulations in 24 CFR Part 70 applies to the use of volunteers.
- D. 24 CFR Part 570.604 - Environmental Standards  
For purposes of section 104(g) of the Act, the regulations in 24 CFR Part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. GRANTEE shall assume the environmental review procedures under this Contract.
- E. 24 CFR Part 570.605 - National Flood Insurance Program  
Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR Parts 59 through 79 apply to funds provided under Part 570.
- F. 24 CFR Part 570.606 - Displacement, Acquisition and Relocation Requirements  
The general policy for minimizing displacement shall be implemented pursuant to this Part.
- G. 24 CFR Part 570.607 - Employment and Contracting Opportunities  
Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- H. 24 CFR Part 570.608 – Lead Based Paint  
The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing

regulations at Part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

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

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

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

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

K. 24 CFR Part 560.611 - Conflict of Interest

In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of GRANTEE, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

L. 24 CFR Part 560.612 – Executive Order 12372

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

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

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

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

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

22. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

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

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

A. Affirmative Action

1. Approved Plan

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

2. Small, Minority and Women-owned Business Enterprise

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

3. Access to Records

SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GRANTEE, HUD or its agent, or other authorized

Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

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

23. INHERENTLY RELIGIOUS OR POLITICAL ACTIVITIES

Pursuant to 24 CFR Parts 570.200 (j) and 570.207(a)(3), SUBRECIPIENT agrees that it will not engage in inherently religious activities (such as worship, religious instruction, or proselytization) or political activities as part of the programs or services funded under this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any inherently religious or political activities.

24. ATTORNEY'S FEES

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

25. HOLD HARMLESS

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

26. INDEMNIFICATION

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

27. INSURANCE REQUIREMENTS

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

A. Worker's Compensation

A program of Worker's Compensation insurance or a State-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor code of the State of

California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of SUBRECIPIENT and all risks to such persons under this Contract.

B. Comprehensive General and Automobile Liability Insurance

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

C. Additional Named Insurance

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

D. Policies Primary and Non-Contributory

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

E. Proof of Coverage

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

F. Insurance Review

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

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Contract. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

28. ENVIRONMENTAL CONDITIONS

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

A. Clean Air and Water

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

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

29. LABOR STANDARDS

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

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

30. SECTION 3

A. Compliance

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

B. Section 3 Clauses

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

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

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

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

### 31. COMPLIANCE WITH LAWS

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

### 32. LOBBYING

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



SUBRECIPIENT certifies that:

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

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

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

33. TERMINATION

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

34. ASSIGNMENT

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

35. AMENDMENTS: VARIATIONS

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

36. NOTICE

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

GRANTEE:

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

SUBRECIPIENT:

Su Casa - Ending Domestic Violence  
3750 E. Anaheim Street, Suite 100  
Long Beach, CA 90804

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

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM

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

ATTEST:

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

SU CASA - ENDING DOMESTIC  
VIOLENCE

By \_\_\_\_\_

\_\_\_\_\_  
Title

RESOLUTION NO. 2022-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD ENTERING INTO AN AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND SU CASA - ENDING DOMESTIC VIOLENCE PROVIDING EMERGENCY AND TRANSITIONAL HOUSING SUPPORTIVE SERVICES TO RESIDENTS OF THE CITY OF LAKEWOOD FOR THE FISCAL YEAR 2022-2023

WHEREAS, the City is desirous of contracting with Su Casa - Ending Domestic Violence for the performance of providing emergency and transitional housing supportive services to victims of domestic violence and their children residing in the City of Lakewood; and

WHEREAS, Su Casa - Ending Domestic Violence possesses the personnel, equipment and skills requisite and necessary to furnish said services for the City; and

WHEREAS, the City Council has determined that providing emergency and transitional housing supportive services to victims of domestic violence and their children is a public purpose and for general welfare and public benefit; and

WHEREAS, the City has allocated \$5,000 in the 2022-2023 budget for the purpose of providing emergency and transitional housing, counseling, assistance in obtaining permanent housing, outreach and education, to the residents of the city.

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

SECTION 1. That certain agreement entitled Community Development Block Grant Funding Agreement with Su Casa – Ending Domestic Violence (Agreement) set forth between the City of Lakewood, a municipal corporation, and Su Casa - Ending Domestic Violence, a non-profit corporation, for providing emergency and traditional housing supportive services for victims of domestic violence for residents of the City of Lakewood is hereby entered for the fiscal year 2022-2023, commencing July 1, 2022 and ending June 30, 2023.

SECTION 2. The Mayor and the City Clerk are hereby authorized and directed to execute said Agreement by and on behalf of the City of Lakewood. Said Agreement shall be effective when approved by Su Casa - Ending Domestic Violence.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Amendment of Telecommunication Services Agreement with Abilita LA

### INTRODUCTION

The City has utilized telecommunications consultant services for the past ten (10) years. The services provided under the proposed agreement include assisting the City in managing and reviewing all the telecommunications systems and infrastructure on a monthly basis.


### STATEMENT OF FACT


The City is in need of a telecommunication services consulting firm. Abilita LA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. Telecommunications consulting services will include working with telecom providers such as Frontier, AT&T, and TPx (formally Tele Pacific).

Abilita LA has proven to be a vital service provider for the City. The City relies on Abilita to monitor our billing rates, call for repairs, audit our telecom plans, and inform us of potential changes in the future.

### RECOMMENDATION

That the City Council extends the telecommunications services agreement with Abilita LA for a period ending June 30, 2023, in an amount not-to-exceed \$23,100 per year, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

Per Section 5 of the Agreement dated July 1, 2022, the undersigned agree to extend the agreement for telecommunication services dated the 1<sup>st</sup> day of July 2014 under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as further amended as follows.

Dated the 14th day of June 2022.

ABILITA

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renewal of Agreement for HVAC and Refrigeration Maintenance and Repair Services with Aire Rite A/C and Refrigeration, Inc.

### INTRODUCTION

Aire Rite Air Conditioning and Refrigeration, Inc. has been assisting the City in providing routine maintenance and minor repair services since early 2011, on refrigeration and on City heating, ventilating and air conditioning systems and equipment at The Centre at Sycamore Plaza and other City facilities. Aire Rite has provided excellent service under their agreement to date. Staff recommends their agreement be extended.


### STATEMENT OF FACT


The Public Works Department is tasked with maintaining existing HVAC and refrigeration at citywide facilities and the City is in need of the part-time services of an HVAC system maintenance company to assist with routine and reoccurring maintenance and minor repairs. Aire Rite maintains the HVAC and refrigeration equipment in a cost-effective manner, evaluates the city's HVAC and refrigeration systems, and performs the necessary minor repairs upon specific authorization. Their agreement allows for a monthly service fee, and maintenance parts such as filters and belts. Their agreement also includes an allowance for minor repairs and replacement parts and components for the refrigeration and HVAC systems to prevent overload, reduce energy consumption, and employee or client discomfort and to reduce City/ Aire Rite administrative costs.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the HVAC and refrigeration maintenance service agreement with Aire Rite A/C and Refrigeration, Inc., for a one-year period ending June 30, 2023, in an amount not-to-exceed \$150,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

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

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for on-call services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 27, 2017, as amended on January 26, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

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

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

## **COUNCIL AGENDA**

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Agreement with All City Management Services for Crossing Guard Services

### **INTRODUCTION**

The City of Lakewood oversees a crossing guard program for elementary school aged students to ensure they get to and from school safely. Due to ongoing staffing shortage, the city is unable to adequately cover all crossing guard posts for the upcoming school year. Contracting with a company that specializes in crossing guard services, the city can ensure adequate coverage of all posts thereby ensuring the safety of schoolchildren going to and from school.

### **STATEMENT OF FACTS**

Lakewood has administered a crossing guard program comprised of city employed guards for many years, ensuring schoolchildren and other pedestrians can safely cross streets at designated crosswalks. However, due to the challenges of maintaining a full roster to provide coverage at all the established crossing guard posts, a hybrid program that incorporates contracted crossing guard services was introduced for the 2021-2022 school year.

The contracted crossing guard service provider, All City Management Services (ACMS), provided five dedicated crossing guards for the established posts within the ABC Unified School District area and relief coverage citywide on an as needed basis. Their service included supervision of the assigned crossing guards and providing coverage due to any absences.

ACMS has provided exceptional service during the school year and was very responsive and communicative with staff to address any questions or concerns.

As staff prepares for the 2022-2023 school year, we anticipate being understaffed due to usual attrition and unsuccessfully recruiting new crossing guards. Since April 2022, three crossing guards have resigned their employment. Additionally, the most recent recruitment garnered only 35 applications in three months, yielding only two applicants being hired, which is a trend we are experiencing and seeing within other recruitments and other job markets.

In an effort to ensure all crossing guard posts are covered, staff recommends expanding the number of contracted posts from five to ten. Based on current staffing levels, we will have sufficient number of guards to cover the remaining posts with an adequate relief factor.

ACMS has furnished a proposal to cover 10 designated posts and as-needed relief coverage. ACMS exclusively provides and specializes in crossing guard services, covering all aspects of the program including recruitment, training, supervision and coordination with school sites and



Contract Crossing Guard Services

June 14, 2022

Page 2

districts. ACMS has been providing crossing guard services since 1985, successfully managing over 260 programs in 25 states. They are well known for their reliability, customer service, and professionalism and are widely used throughout Southern California. ACMS strives to recruit and hire guards from within the local community. Additionally, crossing guards are assigned to the same post allowing them to establish a rapport with the kids and parents they service.

**RECOMMENDATION**

Staff recommends that the City Council approve an agreement with All City Management Services for contract crossing guard services at ten (10) designated posts and as-needed relief coverage citywide during the 2022-2023 and 2023-2024 school years for the term commencing July 1, 2022 through June 30, 2024, and authorize the Mayor to sign the agreement as approved by the City Attorney.



Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager



## AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated June 14, 2022 and is between the CITY OF LAKEWOOD (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on no later than July 1, 2022 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel for ten (10) sites as requested by the City. Such personnel shall be trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City. Furthermore, the Contractor shall provide relief work on a best availability basis of personnel basis for up to five (5) sites as requested by the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Lakewood.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) Contractor will promptly pay any judgement rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
  - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

- e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).
  - f) Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
  13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
  14. The City of Lakewood agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-seven Dollars and Eighty-one Cents (**\$27.81**) per hour, per Crossing Guard during the term. Crossing Guards will be on site no more than 3.0 hours per school day while being compensated 4.0 hours per day. In addition to the hourly rate stated, the City agrees to an additional administrative fee equivalent to .5 hours of billing per shift requested and successfully scheduled/staffed for relief work requested by the City. The Contractor shall endeavor to provide relief work on a best effort and best availability of personnel basis for the 2022/2023 school year.

The City of Lakewood agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-nine Dollars and Fifty-one Cents (**\$29.51**) per hour, per Crossing Guard during the term. Crossing Guards will be on site no more than 3.0 hours per school day while being compensated 4.0 hours per day. In addition to the hourly rate stated, the City agrees to an additional administrative fee equivalent to .5 hours of billing per shift requested and successfully scheduled/staffed for relief work requested by the City. The Contractor shall endeavor to provide relief work on a best effort and best availability of personnel basis for the 2023/2024 school year.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and

signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**CITY**

**CONTRACTOR**

**City of Lakewood**

**All City Management Services, Inc.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
D. Farwell, Corporate Secretary

Date \_\_\_\_\_

Date \_\_\_\_\_

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** First Amendment to Professional Services Agreement (PSA) for Water Quality Testing

### INTRODUCTION

The State Water Resources Control Board Division of Drinking Water (DDW) mandates that the City of Lakewood conduct scheduled water quality testing to ensure that the water we deliver to consumers meets or exceeds both the State and Federal standards. The City relies on the long-term partnership with ALS Group USA, Corp. (ALS) to provide this service.

### STATEMENT OF FACT

The existing agreement with ALS is scheduled to end on June 30, 2022. To date, ALS has fulfilled all contractual obligations in their agreement to provide water quality testing services to a high level of satisfaction for City staff. Staff therefore recommends amending the existing agreement with ALS to extend the agreement to June 30, 2024, for an amount not to exceed \$19,000.00 for both FY 2022-2023 & FY 2023-2024.

### FISCAL IMPACT

Funds are proposed in Operating Account 75008200-51840 Water Analysis with an allocation of \$19,000.00 in each of FY 2022-2023 and FY 2023-2024.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the existing agreement with ALS Group USA, Corp. for Water Quality Testing to June 30, 2024; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.



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



Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR  
WATER QUALITY TESTING**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and ALS GROUP USA, CORP, sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on July 1, 2020, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES FOR WATER QUALITY TESTING"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024,

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. The City agrees to pay to SERVICE PROVIDER a sum not to exceed \$19,000.00 for FY 2022-2023 and \$19,000.00 for FY 2023-2024.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

By: \_\_\_\_\_  
ALS Group USA, Corp

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Amendment of Engineering Services Agreement with Associated Soils Engineering, Inc.

### INTRODUCTION

Associated Soils Engineering has assisted the City with engineering services on street and water public works projects for many years. These services were consolidated under one agreement to eliminate the need for several individual agreements for similar work. The work performed under these agreements include various testing and observation services such as plant inspection, field-tests, laboratory tests, engineering and reporting.


### STATEMENT OF FACT


The City is in need of on-call services of a geotechnical engineer for street and water related engineering services. Associated Soils Engineering has the required licenses and experience to perform all aspects of the scope of work outlined in previous agreements. The costs will be allocated to various water and street projects as each one is undertaken and will be authorized by the Director of Public Works prior to commencement in accordance with the standard rates set forth in the contract.

Associated Soils Engineering has provided geotechnical engineering services for the City in a very professional and cost effective manner.

### RECOMMENDATION

That the City Council extend the engineering services agreement with Associated Soils Engineering for a period ending June 30, 2023, in an amount not to exceed budgeted amounts for geotechnical work, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager



RENEWAL OF AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
ASSOCIATED SOILS ENGINEERING, INC.

Per Section 4 of the Agreement dated July 1, 2001, the undersigned agree to extend the agreement for engineering services dated the 1<sup>st</sup> day of July 2001 under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the 2022 Fee Schedule for services actually rendered."

Dated the 14th day of June, 2022.

ENGINEER

CITY OF LAKEWOOD

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

\_\_\_\_\_  
Mayor

ATTEST

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

Approved as to form:

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

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** First Amendment to Professional Services Agreement (PSA) for On-Call Services for Well and Booster Pump Maintenance

### INTRODUCTION

The regular maintenance of City Well pumps/motors and booster pumps is a critical activity that ensures the reliability of providing water to the City of Lakewood. The Department of Water Resources routinely schedules maintenance of City facilities typically in low demand months, but often water well motors and pumps require timely repair and/or replacement due to various unforeseen reasons. Therefore, On-Call services are paramount for timely and efficient repairs/replacements that would ensure the continued water supply to our residents in the event of unforeseen maintenance/repair issues in the future.

### STATEMENT OF FACT

On July 28, 2020, the City Council approved an Agreement for Professional Services for On-Call Services for Well and Booster Pump Maintenance with Bakersfield Well & Pump Company (BWPC). Taking into consideration BWPC's exceptional performance in the recent drilling of Well 28 (as well as past successful drillings of Well 15 and Well 27), as well as their work on ongoing projects, staff recommends extending the agreement with BWPC until June 30, 2024, for an amount not to exceed \$175,000.00 for both FY 2022-2023 and FY 2023-2024.


### FISCAL IMPACT


Funds are proposed in Operating Account 75008200-55380 Maintenance/Operation not to exceed \$175,000.00 in both FY 2022-2023 and FY 2023-2024.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the agreement with Bakersfield Well & Pump Co. of Bakersfield, CA for On-Call Services for Well and Booster Pump Maintenance; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO AGREEMENT  
FOR ON-CALL SERVICES FOR WELL  
AND BOOSTER PUMP MAINTENANCE**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and BAKERSFIELD WELL & PUMP CO., sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on July 28, 2020, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL SERVICES FOR WELL AND BOOSTER PUMP MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024.

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

By: \_\_\_\_\_  
Bakersfield Well & Pump Co.

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Information Technology Services Agreement

### INTRODUCTION

The City contracts with BreaIT Solutions (BreaIT) for full information technology (IT) management services supporting the city's wide area network, encompassing City Hall and 13 other city facilities serving approximately 230 users. In many cases, these IT resources must operate on a 24/7 basis with the quality and reliability of the services being critical to the city's ability to function.


### STATEMENT OF FACT

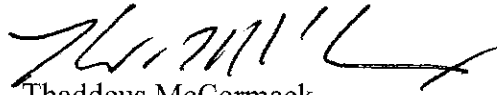
BreaIT has supported the city with information technology services since May 2008. They currently provide two full-time on-site Senior IT Specialists, a 24/7 emergency hotline, and access to after-hours support. They offer a breadth of additional IT services and on occasion have provided Geographic Information System (GIS) implementation and support, web development, and special project services. BreaIT is a long-time service-provider in the region that functions as an enterprise group within the City of Brea staff, providing IT management services to 10 local government agencies in Southern California. Of these agencies, eight are cities. Since 2008 they have provided IT management services to the City in an exemplary manner with no turnover in their assigned on-site staff.

In March 2019 staff conducted a comprehensive search and selected BreaIT among the ten vendors evaluated in the process. The City entered into a three-year agreement with an option to renew for an additional two years. As a result, BreaIT has provided a proposal for FY 2022-23 that includes a 2.9% rate increase from their current contractual rate and propose a FY 2023-24 not-to-exceed rate increase of 3.2%. It is important to note that in good faith and recognition of the economic impacts of the pandemic, BreaIT froze the City's FY 2021-22 rates at FY 2020-21 levels (2.9% lower) despite the agreed upon contractual increase being in place. The City's FY 2022-23 and 2023-24 Proposed Budget sufficiently provides for these services, inclusive of the adjustments.

### STAFF RECOMMENDATION

It is recommended that the City Council authorize the Mayor to execute an amendment to the professional services agreement with BreaIT Solutions for Information Technology Services for the period July 1, 2022, through June 30, 2024.

  
Jose Gomez  
Director of Administrative Services

  
Thaddeus McCormack  
City Manager

## AMENDMENT NO. 1

### INFORMATION TECHNOLOGY SUPPORT SERVICES AGREEMENT

This Amendment No. 1 to the Information Technology Support Services Agreement ("Amendment No. 1") is date for identification purposes as of June 14, 2022 by and between the City of Lakewood, a municipal corporation ("City") and Brea/T Solutions, a Division of the City of Brea ("Vendor").

#### RECITALS

- A. The City and Vendor entered into an Agreement for Vendor Services dated as of July 1, 2019 (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.
- B. The Original Agreement provided for Vendor to provide Information Technology (IT) Support Services to City for a three-year term through June 30, 2022 and allows the City and Vendor to extend the Original Agreement for one (1) additional one-year term on mutually agreed upon terms.
- C. The City and Vendor now desire to extend the term of the Original Agreement for such services to June 30, 2024 as set forth in this Amendment No. 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Vendor agree as follows:

1. Section B1, TERM, of the Original Agreement is hereby amended and rested in its entirety as follows:  
The initial term of this AGREEMENT commenced on the Effective Date (July 1, 2019) and provided for a three-year term through June 30, 2022 ("Initial Term"). By Amendment No. 1, the Initial Term was extended for an additional two-year renewal term commencing on July 1, 2022 ("Renewal Term") which Renewal Term shall remain and continue in effect until June 30, 2024, unless sooner terminated pursuant to the provisions of this AGREEMENT. The Initial Term and the Renewal Term are collectively referred to herein as the "Term."
2. Section B3, COMPENSATION, of the Original Agreement is hereby amended to read in its entirety as follows:  
The CITY agrees to pay VENDOR for services provided during the Initial Term in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A to the Original Agreement. Commencing July 1, 2022 and throughout the Renewal Term, CITY agrees to pay VENDOR for services in accordance with the payment rates and terms and the schedule of payment as amended by Exhibit A-1 to Amendment No. 1.
3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKEWOOD, a municipal corporation

"VENDOR"

Brea/T Solutions, a Division of the City of Brea

\_\_\_\_\_  
Steve Croft, Mayor

\_\_\_\_\_  
William Gallardo, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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

Attachment: Exhibit A-1

# Exhibit A-1

# SECTION 7 – PROPOSAL COST SHEET (AMENDED)

## Proposal Cost Sheet and Rates

Listed below are the base rates for BreaIT support services.

IT SUPPORT SERVICES	22/23	23/24
On-Site Desktop & Network Support	\$125/hour	\$129/hour
Annual Contract Not-to-Exceed fee (based on 2 IT Specialists, 4160 total hours)	**\$520,000	**\$536,640
***Emergency Support Fee – Two Hour Minimum	\$135/hour	\$139/hour

BreaIT support is based on a flat hourly rate, which includes desktop, network and application support provided by two on-site IT Specialists 40 hours per week, as stated within this proposal. The rate is the same regardless of location and also includes the Account Manager's time as well as some GIS support as described 348in Section 4. Desktop support also includes setup, maintenance and troubleshooting for all PCs. Network support consists of server and communications hardware setup, maintenance and troubleshooting.

As part of our BreaIT support model, we have staff experienced in all levels of technology support, and will work with the City of Lakewood to ensure that we provide the proper level of support for all systems. On-site BreaIT staff has access to the depth of knowledge of the entire BreaIT team as a resource for any technology questions or assistance.

\*\* Actual fee may be less depending on holidays or other closures.

\*\*\* Emergency support is provided by directly contacting your Account Manager, or other BreaIT management. All emergency support contact numbers will be given to the designated City contact to distribute to appropriate staff that can authorize an emergency callout. BreaIT will respond to after-hour services utilizing Kaseya remotely and/or live, on-site support.



## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

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

### INTRODUCTION

On June 8, 2021, the City Council approved an agreement for On-Call Consulting Services with Cannon Corporation related to specific projects designed to maintain, optimize, or upgrade areas in the City's water system.

### STATEMENT OF FACT

In addition to the services related to the Well 28 Equipping Project, DWR is still in need of a consultant to help plan and implement a few integral projects to optimize the City's water system. Cannon's clear understanding of the DWR's water system, the scope of the work and the overall goal of these future projects is important to the department, therefore, staff confidently recommends extending the existing Professional Services Agreement with Cannon Corporation to June 30, 2024, for an amount not to exceed \$50,000.00 for both FY 2022-2023 and FY 2023-2024.

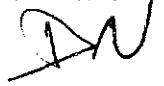
### FISCAL IMPACT

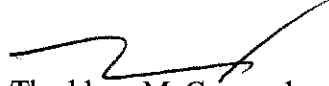
The City's Water Fund has the adequate reserve for this CIP project.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the existing Professional Services Agreement with Cannon Corporation for On-Call Consulting Services to June 30, 2024; and
2. Appropriate \$50,000.00 in Water Reserve Fund for On-Call Consulting Services for both FY 2022-2023 and FY 2023-2024; and
3. Authorize the Mayor to sign the agreement in a form approved by the City Attorney

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

  
Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES AGREEMENT FOR  
ON-CALL CONSULTING SERVICES**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and CANNON CORPORATION, sometimes hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, on June 8, 2021, the CITY and CONSULTANT entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CONSULTING SERVICES"; and

WHEREAS, the CITY and CONSULTANT desire to extend the existing agreement until June 30, 2024.

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the CONSULTANT for any successive one or two-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

CONSULTANT

By: \_\_\_\_\_  
Cannon Corporation

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Second Amendment to Professional Services Agreement (PSA) for Well 28 Equipping Project

### INTRODUCTION

On May 26, 2020, the City Council approved a Professional Services Agreement for the Well 28 Equipping Project with Cannon Corporation. On June 8, 2021, City Council approved an extension of this agreement to June 30, 2022. Since this project is still ongoing, staff recommends extending the contract to June 30, 2023, per the terms of the agreement.

### STATEMENT OF FACT

On May 26, 2020, the City Council approved an agreement with Cannon Corporation for the Well 28 Equipping Project. The scope of consulting services included designs for well pump and motor, pipeline, and electrical motor controls, a bid package with engineering drawings and specifications, as well as construction support and management services.

To date, Cannon has completed the design for well pump and motor, pipeline, and electrical motor controls and continues to oversee this ongoing project providing support and management services. Cannon's clear understanding of the scope of the work and overall project design is integral to the completion of the project and an extension of their expiring contract is a necessity. Staff therefore recommends that the City Council extend the Professional Service Agreement (PSA) with Cannon Corporation for the Well 28 equipping project until June 30, 2023.


### FISCAL IMPACT

The City's Water Fund has the adequate reserve for this CIP project. No budget changes are required for this on-going project.

### RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Second Amendment to Professional Services Agreement with Cannon Corporation to extend the existing contract to June 30, 2023; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney

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

  
Thaddeus McCormack  
City Manager

**SECOND AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR  
CONSULTING SERVICES FOR WATER WELL #28 EQUIPPING PROJECT**

THIS SECOND AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and CANNON CORPORATION, sometimes hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, on May 26, 2020, the CITY and CONSULTANT entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES FOR WATER WELL #28 EQUIPPING PROJECT"; and

WHEREAS, the CITY and CONSULTANT extended the existing agreement until June 30, 2022.

WHEREAS, the CITY and CONSULTANT desire to extend the existing agreement until June 30, 2023.

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

TERM. This agreement shall be extended until June 30, 2023 and may be renewed by the City with the concurrence of the CONSULTANT for any successive one-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

CONSULTANT

By: \_\_\_\_\_  
Cannon Corporation

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Water Rights Accounting Error Settlement Approval

### INTRODUCTION

The Central Groundwater Basin Judgment allows parties owning groundwater rights to pump, carry-over, or lease their water rights to other parties. The City of Lakewood owns 9,432 acre-feet of Allowed Pumping Allocation (APA) of extraction rights in the Central Basin.

### STATEMENT OF FACT

At the July 20, 2021 Water Resources Committee meeting, an update on the City's water pumping data and Water Replenishment District (WRD) water rights balance was given by staff. During this update, inconsistencies between the City's data and the WRD Watermaster record were observed and discussed. A meeting with WRD staff to analyze the apparent discrepancies was held on August 4, 2021, with a follow-up meeting held on August 11, 2021. Based on a previous discussion between City staff and WRD, the recorded difference is due to a new definition about normal carryover conversion to storage created by the most recent judgement. Per WRD's current interpretation, purveyors can only put their previous year's Normal Carryover amount (published in the Annual WaterMaster Report) to storage, and the amount of storage will be included in the next year's carryover percentage calculation.

After careful calculation of the City's water rights versus WRD's posted computations it was found that WRD had inadvertently understated the City of Lakewood's available carryover of water from administrative years 2016-2017 and 2018-2019 because the amount of the City's total production in those administrative years was not offset by the City's requested storage withdrawal. Accordingly, the amount of carryover water available from 2016-2017 and 2018-2019 was understated by 1,815.24 acre feet and 2,156.47 acre feet respectively.

After further discussions with City staff, WRD staff, and legal counsel for both agencies, a settlement agreement was proposed that would enable the City to realize the 3,971.71 acre feet in understated water rights and add them to storage. In order to do so, the City will have to pay WRD the amount of \$1,270,169.61 in five separate installments of \$254,033.92 on October 1<sup>st</sup> of each year (beginning October 1, 2022) until this amount is paid in full. After each payment received, WRD will credit 794.34 acre feet of water production rights into the City's storage account until the total of 3,971.71 acre feet have been credited. Under this settlement agreement, the City reserves the right to pay this amount in full, which would result in the full 3,971.71 acre feet of production rights being credited to the City's storage account upon receipt of payment.

Water Rights Accounting Error Settlement Approval

June 14, 2022

Page 2

In its January 13, 2022, meeting, the Central Basin Water Rights Panel approved this agreement and in their June 2, 2022, meeting, the City Council Water Resources Committee approved the recommendation to City Council to authorize the Mayor to execute the Agreement.

**FISCAL IMPACT**

The payment amount of \$254,033.92 for 794.34 acre feet of water production rights has been included as a line item in the Department of Water Resources proposed budgets for both FY 2022-2023 and FY 2023-2024.

**RECOMMENDATION**

Staff recommends that the City Council:

1. Approve the settlement agreement between the City of Lakewood and the Water Replenishment District regarding the correction to the Central Basin Water Rights Storage account balance of the City of Lakewood; and
2. Authorize its execution by the Mayor on behalf of the City upon approval of the City Attorney as to form.



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



Thaddeus McCormack  
City Manager

AGREEMENT TO PROVIDE FOR THE CORRECTION TO THE CENTRAL  
BASIN WATER RIGHTS STORAGE ACCOUNT BALANCE OF THE CITY  
OF LAKEWOOD

This Agreement ("Agreement") is made and entered into as of the 3<sup>rd</sup> day of March, 2022 by and between the Water Replenishment District of Southern California ("WRD" hereinafter) and the City of Lakewood ("City" hereinafter) concerning the correction of an accounting error on the amount of water stored in the Central Basin of Los Angeles County for the benefit of City.

**A. Recitals.**

(i). WRD serves as the Administrative Body of the Watermaster established by the Court to manage water production and use in the Central Basin of Los Angeles County ("the Basin") pursuant to the Third Amended Judgment entered in Central and West Basin Replenishment District v. Adams, et. al., Los Angeles Superior Court Case No. 786,656 ("Judgment" hereinafter).

(ii). City is a party to the Judgment entitled to produce water from the Basin in accordance with the allocation of water rights to City referred to as "Allowed Pumping Allocation" or "APA" and in accordance with other terms and provisions contained in the Judgment, including terms and provisions providing City with a right to carryover water it is allowed to produce in one administrative year to be deemed pumped in the next administrative year. Such water is referred to in the Judgment as "carryover." Further, the Judgment includes provisions by which carryover may be placed in storage for production by City at a later time on the condition that the replenishment assessment rate be paid to WRD for every acre foot of water so put into storage once placed in storage, that water is referred to as "stored water."

(iii). Per the Judgment Section III. A., a party may carryover up to sixty percent (60%) of their total APA, less the amount of stored water rights. If a producer chooses to offset production with stored water, that portion of the production is not deducted from a Party's APA when computing carryover. By way of illustration only, if a producer's allocation in an administrative year is 1,000 acre feet, the producer has 400 acre feet of water in storage, the producer pumps 800 acre feet during the administrative year, and the producer does not designate the use of its stored water for that year, then the carryover amount would be 200 acre feet based on the percentage of APA that can be carried over being 60%. But, if that same producer chooses to use its 400 feet of stored water that year, its production of APA would be reduced to 400 acre feet and its carryover water would be 600 acre feet.

(iv). WRD's computation of City's available carryover water from administrative years 2016-2017 and 2018-2019 was inadvertently understated because the amount of City's total production in those administrative years was not offset by the City's requested storage withdrawal. Accordingly, the amount of City's carryover water available from administrative years 2016-2017 and 2018-2019 was understated by 1,815.24 acre feet and 2,156.47 acre feet respectively.

(v). The purpose of this Agreement is to resolve and remediate the error in amount of carryover available to City stated above by providing City the opportunity to

now place in storage an equivalent amount of water based on the payment of the replenishment assessment at the rate outstanding at the time the accounting error occurred.

**B. Agreement**

NOW, THEREFORE, the parties agree as follows:

1. City shall pay to WRD (a) the amount of \$539,126.28 representing the amount of funds necessary to place 1,815.24 acre feet of City carryover water into storage based on the replenishment assessment rate of \$297 per acre foot effective during administrative year 2016-2017 and (b) the amount of \$731,043.33 representing the amount of funds necessary to place 2,156.47 acre feet of City carryover water into storage at the replenishment assessment rate of \$339 per acre foot in effect during administrative year 2018-2019.

2. The total payment of \$1,270,169.61 shall be paid to WRD in five (5) equal annual installments of \$254,033.92 each. The first payment shall be due October 1, 2022, and each subsequent installment shall be due on the anniversary of the first payment. City also reserves the right to pay the entire balance of \$1,270,169.61 (or any remaining balance) ahead of the regularly scheduled installment payment due dates with no penalty or restrictions.

3. Upon its receipt of each scheduled payment specified in Paragraph 2 above, WRD shall take any and all actions necessary to credit 794.34 acre feet of water production rights into City's storage account, until the total of 3,971.71 acre feet of water production rights have been so credited. In the event of an early payoff by City, WRD shall take any and all actions necessary to credit in full the remaining amount of acre feet of water production rights into City's storage account up to the total of 3,971.71 acre feet. Specifically, the amount will first be credited towards the City's Individual Storage Account, subject to individual storage capacity, and once full, the remainder will be stored in the Community Storage Pool, subject to available capacity, in accordance with the Judgment. WRD shall provide the City with written notice of said credit within twenty (20) days after making each such credit. The City shall submit any written objections to said credit within ten (10) days after receipt of said notice from WRD.

4. City, for itself and on behalf of all of its related, associated or affiliated persons and entities of any type or nature (including but not limited to any entity that controls or is controlled by the City Council), and on behalf of its City Council members, commissioners, board members, officers, directors, employees, consultants, contractors, agents, attorneys, insurers, representatives, and all persons acting by, through, under or in concert with any of them (collectively, the "City Parties"), hereby releases WRD and its board members, officers, directors, employees, consultants, contractors, agents, attorneys, insurers, representatives, and all persons acting by, through, under or in concert with any of them (collectively, the "WRD Parties"), from any and all claims, demands, liabilities, obligations, and causes of action, known or unknown, which any of the City Parties now owns or holds, or at any time hereto owned or held, arising out of or relating to the accounting and accounting adjustments referred to herein, save and except the obligations set forth this Agreement.



5. The person or persons executing this Agreement on behalf of a party hereto warrant and represent that they have the authority to execute this Agreement and the authority to bind that party to the performance of its respective obligations hereunder, and that such party has taken all requisite action to authorize the execution of this Agreement by said person or persons.

6. This Agreement reflects a compromise of disputed claims, and neither of the fact of entering into this Agreement nor anything set forth herein, shall constitute an admission by either party regarding the merits of any position taken by either party in connection herewith.

7. The parties shall bear all of their own attorneys' fees and costs incurred in connection with the accounting issues raised and discussed herein and entering into this Agreement.

8. The recitals set forth above are true and accurate, and are here incorporated into this Agreement by this reference.

9. This Agreement reflects the entire agreement of the parties. Any other oral or written communications or agreements regarding the subject matter of this Agreement are superseded by the terms of this Agreement.

10. The terms and provisions of this Agreement may be modified, but only by a written modification executed by all parties.

11. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof.

12. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. The parties hereby agree that nothing in this Agreement or in any document executed in connection with it shall be construed as creating any form of joint venture, partnership or other association between them.

14. No party shall do anything which shall have the effect of injuring the right of another party to receive the benefits of this Agreement or do anything which would render its performance under this Agreement impossible. Each party shall act on good faith and perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

15. Each party hereto agrees to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as may be reasonably necessary to carry out the matters contemplated by this Agreement.

16. This Agreement is made and entered into for the sole protection and benefit of the parties, and their successors and assigns. No other person shall have any right of

action, nor any affirmative defense to any right of action, based upon any provision in this Agreement.

17. No delay or omission by a party in exercising any right or power accruing upon non-compliance or failure to perform by another party under the provisions of this Agreement shall impair, or be construed to be a waiver of, any such right or power. A waiver by a party of any of the covenants or conditions to be performed by another party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

18. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision. Notwithstanding the foregoing or any other provisions of this Agreement, in the event that any material provision of this Agreement is found to be unenforceable, void or voidable, any party may seek a judicial determination as to whether the Agreement should be terminated, in whole or in part, based upon a failure of consideration, or otherwise, including based upon equitable considerations.

19. Time is of the essence of each and every provision in this Agreement.

20. Any party that claims the other party has breached this Agreement shall transmit a written notice specifying the alleged breach and providing at least 10 days to cure such alleged breach. The responding party shall not be in default under this Agreement if it has fully cured the alleged breach within the 10-day cure period, or within such additional time as may be reasonably required to cure the alleged breach.

21. All written notices, requests, demands and other communications between the parties regarding this Agreement, shall be provided in writing by e-mail, or other mutually agreed upon equivalent electronic means (excluding facsimile), and U.S. Certified Mail, to all of the following persons. Notice shall be deemed sufficient if sent to the following addresses, and it is the responsibility of each party to update the addresses as necessary by sending written notice of a change of address to other parties, including for the purpose of substituting a successor for the party:

If to City: City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712  
Attention: Thaddeus McCormack  
Telephone: (562) 866-9771  
E-mail: [tmack@lakewoodcity.org](mailto:tmack@lakewoodcity.org)

If to WRD: Water Replenishment District of Southern California  
4040 Paramount Boulevard  
Lakewood, CA 90712  
Attention: Stephan Tucker  
Telephone: (562) 275-4222  
E-mail: [stucker@ wrd.org](mailto:stucker@ wrd.org)

22. This Agreement may be executed in any number of counterparts with the same effect as if the parties had signed the same document, and all counterparts shall be construed together and shall constitute one agreement. Signatures transmitted electronically shall be binding and effective, and shall be considered original signatures for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Steve Croft, Mayor

ATTEST:

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

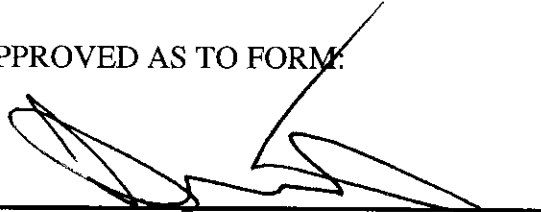
WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

By:   
President, Board of Directors

ATTEST:

  
Secretary, Board of Directors

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leal • Trejo APC  
Attorneys for the Water Replenishment  
District of Southern California

## COUNCIL AGENDA

June 14, 2022

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

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

### INTRODUCTION

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

### STATEMENT OF FACT

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

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

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

The Agreement with CJ Construction, Inc. entitles them to a price increase based on the April to April CPI for this area which is 7.87% this year. The past few months have seen a rapid rise in the cost of fuel and concrete. CJ has proposed unit prices above the CPI that are reasonable when compared to ten recent bids staff reviewed for similar work. The proposed Schedule of Compensation incorporates the proposed unit prices.

### RECOMMENDATION

That the City Council extend the hardscape maintenance agreement with CJ Construction, Inc. for a period ending June 30, 2023, in an amount not to exceed budgeted amounts for hardscape and asphalt repairs and amounts funded by other than general funds, and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler  
Director of Public Works



Thaddeus McCormack  
City Manager



RENEWAL OF AGREEMENT FOR  
HARDSCAPE MAINTENANCE  
BETWEEN THE CITY OF LAKEWOOD AND  
CJ CONSTRUCTION, INCORPORATED

Per Section 15 of the Agreement dated December 14, 2004, the undersigned agree to extend the agreement for hardscape and asphalt maintenance services dated the 14<sup>th</sup> day of December 2004 under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as amended and as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 14<sup>th</sup> day of June 2022.

CJ CONSTRUCTION, INC.

CITY OF LAKEWOOD

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

\_\_\_\_\_  
Mayor

ATTEST

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

Approved as to form:

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

**CITY OF LAKEWOOD**  
**AGREEMENT**  
**for**  
**HARDSCAPE MAINTENANCE**

**EXHIBIT A**

**SCHEDULE OF COMPENSATION**

CJ Construction has carefully examined the hardscape infrastructure of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2023. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Unit Price</b>
1	R&R Sidewalk (4-inch)	SF	\$11.00
2	R&R Curb & Gutter	LF	\$50.00
3	R&R Driveway Approach (6-inch)	SF	\$11.00
4	R&R Asphalt Pavement (6-inch)	SF	\$8.00
5	R&R Curb Ramp	EA	\$5,000.00

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Maintenance Contract for Advanced Surveillance and Protection (ASAP) Project

### INTRODUCTION

On December 5, 2012 the installation of the Advanced Surveillance and Protection (ASAP) Project was completed. The purchase included 20 Automatic License Plate Recognition (ALPR) cameras and four Pan, Tilt, Zoom (PTZ) cameras. The current agreement for preventative maintenance service of the ASAP system expires on June 30, 2022.

### STATEMENT OF FACTS


The Advanced Surveillance and Protection system became fully functional on December 5, 2012. The 20 ALPR cameras are installed at the four major intersections surrounding Lakewood Center and cover multiple lanes on Lakewood Boulevard, Clark Avenue, Del Amo Boulevard and Candlewood Street. These cameras read the license plate on every vehicle traveling through the locations and identify stolen vehicles, as well as plates reported from other serious or critical crime. There are multiple PTZ cameras at the major intersections and can be used by personnel at the Lakewood Sheriff's Station to monitor criminal activity from their dispatch consoles.

Convergent Technologies is authorized to resell and service our current equipment and they are in good standing with all the manufacturers. They work closely with the Sheriff's Department Technology and Support Division, which is essential to the daily functions of the equipment. The Customer Support Program maintenance agreement will ensure that all ASAP equipment functions properly and continues to provide a valuable tool for law enforcement. The agreement will provide maintenance to all the equipment through June 30, 2025 at a base cost of \$56,614 plus hourly and daily rates ranging from \$70 to \$300 for additional as-needed services rendered.

### STAFF RECOMMENDATION

Staff recommends that the City Council approve an agreement with Convergent for maintenance of the ASAP system for a 3-year term commencing July 1, 2022 and expiring June 30, 2025 at a cost of \$56,614 plus hourly service rates, and authorize the Mayor to execute the agreement as approved by the City Attorney.

  
Joshua Yordt  
Director of Public Safety

  
Thaddeus McCormack  
City Manager



1983 S. Santa Cruz St., Anaheim, California 92805  
Phone Mobile (949) 940-6428  
Fabian.Escalante@convergint.com

April 18, 2022

City of Lakewood  
City of Lakewood  
5050 Clark Ave  
Lakewood, California 90712  
Attention: Josh Yordt

Quotation: FE00431762P  
License/Cert C-10 License #986407

Reference: Preventative Maintenance & T&M Proposal  
Citywide Video Surveillance

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.





# converjnt

## Scope of Work

Thank you for considering Converjnt Technologies as your security service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your installed video security system and minimize system malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system, prolong the life of your investment, and to assist you in providing a safe and secure environment for your community.

Converjnt Technologies is committed to providing long-term customer satisfaction and support for the City of Lakewood well beyond an initial system installation. All Converjnt installations include a standard warranty against all defects in material and workmanship for a period of one (1) year. A Converjnt Customer Support Program extends beyond the standard coverage described above. This proposal includes the following as part of our CSP Preventative Maintenance Agreement.

**Preventive Maintenance** – The Preventative Maintenance program will consist of quarterly sites visits to perform visual inspection and cleaning of all camera lenses/housing to the city's existing 8 pan tilt zoom cameras and an annual cleaning of all 20 fixed license plate recognition cameras. Traffic management will be provided by the city, or it's designee, during the camera cleaning. In addition, this Preventative Maintenance will include an IT Specialist to be on-site, at Lakewood Station, for eight (4) hours per quarter to check the health of the system including the server(s), storage, and network. Proposal complies with Prevailing Wage labor requirements.

**System Upgrade** – Converjnt will dispatch an IT Specialist to perform an on-site system upgrade to the Genetec system once per year. This upgrade will ensure Genetec software is running at latest general release version to maximize new features sets and reduce risk of known system bug. The upgrade will also push the latest firmware upgrades to the surveillance cameras over the network. Note: City is required to be active with their Genetec Software Maintenance Agreement (SMA) in order to download new software versions required for the upgrade.

**Preferred 24/7 Hourly Rates** - Municipal Customers with a Converjnt Technologies Customer Support Program automatically receive a preferred flat hourly labor rate for all time & material related service calls. This preferred flat rate, listed below under T&M, applies to work performed during the normal working hours of Monday through Friday 8:00 AM to 5:00 PM. Work performed outside of normal working hours will be billed at an overtime rate of time and a half. Work performed on Sundays and holidays will be billed at double time rates.

**T&M** - For any work to be performed outside the scope of the Preventative Maintenance program, Converjnt has prepared the below listed fixed rates for our municipal customers. All on-site service calls will be billed with a 2 hour minimum and will require a truck charge. Remote service calls will be billed with 1 hour minimum. All work requiring a bucket truck will require 2-man crew for safety and will require a bucket truck charge.

Hardware Specialist:	\$160/hour
Software Specialist:	\$180/hour
Truck Charge:	\$70/day
Bucket Truck Charge:	\$300/day



**iCare Manager** - This value added online service provides our customers the ability to Create and View Service Work Orders, View Installation Jobs, View Service Work Order Status Report, Customer/Convergint Contact Information, Online Help and Customer Survey Feedback.

**3 Year Customer Support Program (CSP) for City of Lakewood Video Surveillance System:**

	Year 1	Year 2	Year 3
<b>CSP Program Cost:</b>	<b>\$18,316.00</b>	<b>\$18,866.00</b>	<b>\$19,432.00</b>

Pricing for this Customer Support Program is valid for 60 days from the date of the proposal. If accepted, please sign and date below and return to Convergint Technologies with the appropriate purchase order information.

Contract may be renewed annually subject to a 3% annual increase on hourly and annual rates.





### Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 7:00 am - 4:00 pm.
2. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
3. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.





Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante  
Convergint Technologies

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Josh Yordt

April 18, 2022

---

Customer Name (Printed)

---

Date

---

Authorized Signature

---

Title



Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the work is being performed.

#### SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergint and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

- To promptly approve submittals provided by Convergint;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergint; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, title with respect to such materials shall pass to Customer upon delivery to Customer site.

#### SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

#### SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

#### SECTION 4. WARRANTY

Convergint provides the following SOLID AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request of Customer, Convergint will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergint, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

#### SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergint. If Customer orders any additional work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

#### SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

#### SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence / aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergint shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

#### SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergint is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergint.

#### SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergint, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergint has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergint and Customer. Notwithstanding the foregoing, Customer and Convergint agree that Liabilities suffered by a third party (other than an affiliate of Convergint) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

#### SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

#### SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renew Engineering Services Agreement – Craftwater Engineering, Inc.

### INTRODUCTION

The City of Lakewood is in need of additional consulting engineering services. Craftwater Engineering, Inc. has been an on-call engineer that offers a wide array of project experience, including stormwater and drinking water systems. Staff recommends their agreement be renewed.

### STATEMENT OF FACT

Craftwater was formed several years ago by several key engineers who worked on the design of the Bolivar and Mayfair Stormwater Projects. Lakewood staff is very familiar with Craftwater's capabilities and depth of expertise and knowledge. Since the stormwater projects are relatively new to Lakewood, and the technology is still evolving and advancing, it is helpful to have access to Craftwater's expertise as we continue to optimize the operations at Bolivar, as well as Mayfair, when it comes on line shortly. In addition, Craftwater is highly skilled in the Measure W funding arena and would be very helpful in the development of future stormwater project development and preparation of funding applications.


The Engineering Services Agreement is structured the same as the previous agreements with our other on-call engineering firms. The firm would prepare a proposal for a project scope established by staff. Larger projects with fees in excess of \$20,000 would be presented to Council for approval. Smaller projects with fees less than \$20,000 could be authorized by the City Manager. Billing would be on an hourly basis with a not-to-exceed cap.


The services that they provide for stormwater related projects are eligible for funding under both the Measure W 5-year regional grant for Operations and Maintenance for both Bolivar and Mayfair, as well as Lakewood's local allocation of Measure W funding. This amendment updates Craftwater's rate schedule.

### RECOMMENDATION

Staff recommends that the City Council:

- (1) Renew the on-call Engineering Services Agreement with Craftwater Engineering, Inc. for a one-year period ending June 30, 2023, and authorize the mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

The Agreement dated May 25, 2021 as amended is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read “For consideration of the Engineering services performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate determined by the Schedule of standard hourly rates attached, for services actually rendered.”
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of May 25, 2021 is reaffirmed in all other aspects, except as amended herein.  
Dated the 14<sup>th</sup> day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
CRAFTWATER ENGINEERING INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

**craft water**  
 engineering, inc.  
**BILLING RATE SCHEDULE**

<b>Job Category</b>	<b>Hourly Billing Rate (2022)</b>
<b>MANAGEMENT</b>	
President	\$294
Principal Engineer/Scientist	\$271
Senior Project Manager	\$255
Project Manager	\$240
<b>ENGINEERING AND SCIENCE</b>	
Senior Engineer	\$223
Senior Associate Engineer	\$207
Associate Engineer	\$184
Junior Engineer	\$146
Senior Water Resources Specialist or Hydrologist	\$190
Associate Water Resources Specialist or Hydrologist	\$169
Junior Water Resources Specialist or Hydrologist	\$136
Senior Scientist	\$196
Associate Scientist	\$158
Junior Scientist	\$125
<b>TECHNICAL</b>	
Senior Programmer/Web Developer	\$217
Associate Programmer/Web Developer	\$163
Civil Designer	\$153
CADD Technician	\$130
Senior GIS Analyst	\$174
Associate GIS Analyst	\$141
<b>PRODUCTION AND ADMINISTRATIVE</b>	
Senior Graphics Artist	\$163
Staff Graphics Artist	\$120
Senior Technical Editor	\$136
Technical Editor	\$114
Contract Administrator	\$163
Administrative/Clerical	\$87
Water Resources Intern	\$59



## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approval of Agreement for Roof Warranty Inspection and Consulting Services with D7 Consulting Inc.

### INTRODUCTION

In the course of work assigned to the Public Works Department specialized engineering and technical consultants are needed. The City has a major investment in the roofing materials and systems used on buildings and other structures. In order to preserve this investment, staff recommends a service provider agreement be approved with D7 Consulting Inc., to provide routine inspections and consulting services for roofing systems and for future re-roofing projects.

### STATEMENT OF FACT


The City is in need of the part-time services of a roofing inspection and consulting services company to inspect and provide recommendations for maintenance of roofing systems installed at various city facilities. D7 Consulting Inc. are qualified to perform this service. They have provided such services on a number of past projects as a consultant with the City. Their work is performed on a time-and-material basis, under D7 Consulting Inc.'s standard rate schedule, with cost proposals submitted prior to work authorization. Work is assigned on an as-needed basis during the year and proposals are approved by the City Manager prior to issuance of an approval to proceed.

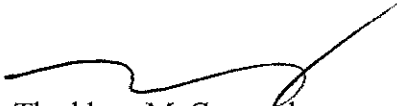
Most recently, D7 is working on the design engineering of the roof replacement project at several City facilities. On March 9, 2021, Council approved the proposal for the roof replacements project and authorized amending their agreement to increase the not-to-exceed limit to \$250,000 to allow for their design work on the project, as well the on-site daily quality insurance inspection services that will take place during construction. The design work is still being completed, and the on-site daily observation is expected to take place during construction in the next fiscal year.

### RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with D7 Consulting Inc. for roof warranty and inspection services for a one-year period ending June 30, 2023, in an amount not-to-exceed \$250,000, and authorize the Mayor and City Clerk to sign the agreement in a form as approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN CITY OF LAKEWOOD AND  
D7 CONSULTING INC.

The Agreement dated June 11, 2019, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for on-call services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 11, 2019, as amended on March 9, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

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

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

## COUNCIL AGENDA

June 14, 2022

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

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

### INTRODUCTION

In the course of work assigned to the Public Works Department, specialized architectural consultant services are necessary to complete the project. Dahlin Group has been successfully assisting the City with consulting Architectural Services since December of 2018.

### STATEMENT OF FACT


The City has a continued need of the services of a contract architectural planning, design and engineering firm and Dahlin Group has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. They offer a wide array of project experience, in particular park and civic buildings. They previously assisted the City with an ADA improvement project.

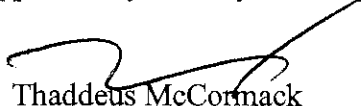
Staff recommends amending the on-call agreement with Dahlin Group. Dahlin Group has provided architectural planning, design and engineering services for the City in a very professional and cost-effective manner. This amendment updates their standard hourly rates for the upcoming fiscal year.

### RECOMMENDATION

Staff recommends that the City Council:

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

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

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

1. Revise first paragraph, Section 4 PAYMENT to read “For consideration of the Architectural services performed by the Architect and when approved by the City, the City agrees to pay to the Architect on a time and material basis, at a rate determined by the Schedule of standard hourly rates attached, for services actually rendered.”

The Agreement of December 11, 2018, as amended June 11, 2019 is reaffirmed in all other aspects, except as amended herein. Dated the 14<sup>th</sup> day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
DAHLIN GROUP

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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



## 2022 BASIC HOURLY RATE SCHEDULE

President, Vice President, Founder	\$300
Principal, Director, Senior Principal, Senior Director	\$200 - \$250
Senior - Architect, Designer, Project Manager, Planner, Interior Designer, Project Specialist	\$180 - \$190
Architect, Designer, Project Manager, Planner, Multimedia Designer, Project Specialist	\$150 - \$170
Job Captain, Interior Designer, Planner	\$125 - \$150
Designer/Drafter	\$100 - \$115
Administration	\$85 - \$125

Rates effective through December 31, 2022 and may be adjusted annually

**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Approve Amendment of On-Call Architectural Services Agreement  
With David George + Associates

**INTRODUCTION**

In the course of work assigned to the Public Works Department, specialized architectural consultant services are necessary to complete the project. David George + Associates has been successfully assisting the City with consulting architectural services since January of 2021.

**STATEMENT OF FACT**


The City has a continued need of the services of a contract architectural planning, design and engineering firm and DG+A has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. They offer a wide array of project experience, in particular park and civic buildings. They are currently assisting the City with the Community Development and Public Works counter improvement project.


Staff recommends amending the on-call agreement with DG+A who has provided architectural planning, design and engineering services for the City in a very professional and cost effective manner. This amendment updates their standard hourly rates for the upcoming fiscal year.

**RECOMMENDATION**

Staff recommends that the City Council:

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

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ON-CALL ARCHITECTURAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND DG+A

The Agreement dated January 26, 2021 as amended is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read "For consideration of the Architectural services performed by the Architect and when approved by the City, the City agrees to pay to the Architect on a time and material basis, at a rate determined by the Schedule of standard hourly rates dated 2 attached, for services actually rendered."

The Agreement of January 26, 2021 is reaffirmed in all other aspects, except as amended herein.  
Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
David George  
DAVID GEORGE & ASSOCIATES

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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



**DG+A FISCAL YEAR 2022-23 STANDARD HOURLY RATE SCHEDULE**

Principal.....	\$200.00 - 250.00
Project Managers.....	\$150.00 - 175.00
Senior Designer/Technical Personnel.....	\$80.00 – 100.00
Intermediate Designer/Technical Personnel.....	\$65.00 – 75.00
Junior Designer/Technical Personnel.....	\$40.00 - 50.00
Graphic Designer/Technical Personnel.....	\$35 - 60.00
Clerical / Word Processing.....	\$35.00



## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Upgrade of the Holiday Tree & Renewal of Dekra-Lite Holiday Lighting and Equipment Agreement

### INTRODUCTION

Dekra-Lite has provided Holiday decorations for the Centre at Sycamore Plaza for the past several years. Staff recommends their agreement be extended. In addition, the large Holiday tree is aging and the equipment is starting to fail. Staff recommends authorizing required upgrades to the tree before the next Holiday season.

### STATEMENT OF FACT


Located in southern California, Dekra-Lite has provided cities with an innovative approach to lighting and fixtures since 1987. Dekra-Lite staff is able to assist from design to installation, storage, and maintenance. The agreement includes the installation, removal, and storage of previously purchased lighting and equipment in an amount not to exceed \$44,000 per year. Dekra-Lite has provided lighting and equipment in seven prior fiscal years and has performed in a satisfactory manner.


At the last holiday season, staff became aware of lighting failures in the tree. We were notified that the equipment is aging and beginning to fail. Replacement parts for the existing failing system are no longer supported and would have to be replaced with used parts when available. The necessary upgrades to the tree would include replacement of the failing internal controls, lighting, and branches. Required upgrades would be completed before the tree installation in the next holiday season. Dekralite submitted a proposal in the amount of \$28,761.93 for the tree upgrades. There are sufficient funds in the budget for the required upgrades.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the agreement for the installation, removal and storage of lighting and equipment from Dekra-Lite for a one-year period ending June 30, 2022, in an amount not to exceed \$40,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.
2. Authorize staff to purchase the Holiday tree upgrades from Dekra-Lite in an amount not to exceed \$28,762.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

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

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

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.
2. Paragraph 2 – Compensation for Services, the undersigned agree the total compensation under this Agreement shall not exceed \$70,000.

The Agreement of June 28, 2016, is reaffirmed in all other aspects, except as amended herein.  
Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

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

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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



Dekra-Lite  
 3102 W. Alton Ave.  
 Santa Ana, CA, 92704  
 Phone: (714) 436-0705  
 Web: www.dekra-lite.com

# Quote

Sales Install No.: QT096310  
 Order Date: 1/21/2022  
 Ship Date: 11/24/2022  
 Customer ID: LAK029  
 Currency: USD

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505	City of Lakewood City Hall and The Centre Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	50%/NET 30	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood	Installation	INSTALLATION

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
1	LABORINST	Labor Installation Installation of Customer Owned IPS System Location: Center Building Pointing Down	2.00	EA	565.00	1,130.00
2	LABOROTHER	Labor Removal and Storage of Customer Owned IPS System Location: Center Building Pointing Down	2.00	EA	304.43	608.86
3	LABORINST	Labor Installation of Customer Owned Fiberglass Sleigh	1.00	EA	1,885.20	1,885.20
4	LABOROTHER	Labor Removal and Storage of Customer Owned Fiberglass Sleigh	1.00	EA	1,015.12	1,015.12
5	LABORINST	Labor Installation of Customer Owned Toy Soldier	2.00	EA	460.10	920.20
6	LABOROTHER	Labor Removal and Storage of Customer Owned Toy Soldier	2.00	EA	247.74	495.48
7	LABORINST	Labor Installation of Customer Owned Drum Base for Toy Soldiers	2.00	EA	460.10	920.20
8	LABOROTHER	Labor Removal and Storage of Customer Owned Drum Base for Toy Soldiers	2.00	EA	0.00	0.00
9	LABORINST	Labor Installation of Customer Owned 24" Fiberglass Giant Present	5.00	EA	460.10	2,300.50
10	LABOROTHER	Labor Removal and Storage of Customer Owned 24" Fiberglass Giant Present	5.00	EA	247.74	1,238.70
11	LABORINST	Labor Installation of Customer Owned 48" Fiberglass Giant Present	2.00	EA	460.10	920.20
12	LABOROTHER	Labor of Customer Owned 48" Fiberglass Giant Present	2.00	EA	247.74	495.48
13	LABORINST	Labor Installation of Customer Owned 24" Double Bow Accent Kit - No Decor Unlit	2.00	EA	102.20	204.40
14	LABOROTHER	Labor Removal and Storage of Customer Owned 24" Double Bow Accent Kit - No Decor Unlit	2.00	EA	49.63	99.26
15	LABORINST	Labor Installation of Customer Owned Undecorated 8' Wreaths w/ LED Mini Lights and Red Bows Location: Center Building	2.00	EA	892.45	1,784.90
16	LABOROTHER	Labor Removal and Storage of Customer Owned Undecorated 8' Wreaths w/ LED Mini Lights and Red Bows Location: Center Building	2.00	EA	480.54	961.08
17	LABORINST	Labor Installation of Customer Owned Undecorated 9' Scroll Lit w/ LED Mini Lights and Red Bow Location: City Hall	1.00	EA	701.85	701.85



Dekra-Lite  
 3102 W. Alton Ave.  
 Santa Ana, CA, 92704  
 Phone: (714) 436-0705  
 Web: www.dekra-lite.com

# Quote

Sales Install No.: QT096310  
 Order Date: 1/21/2022  
 Ship Date: 11/24/2022  
 Customer ID: LAK029  
 Currency: USD

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505	City of Lakewood City Hall and The Centre Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	50%/NET 30	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood	Installation	INSTALLATION

#	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	TOTAL
18	LABOROTHER Labor Removal and Storage of Customer Owned Undecorated 9' Scroll Lit w/ LED Mini Lights and Red Bow Location: City Hall		1.00	EA 377.92	377.92	377.92
19	LABORINST Labor Installation *Replacement Bulbs for Perimeter Lighting		100.00	EA 1.39	139.00	139.00
20	PERIMETERLABOR Perimeter Lighting Labor Includes: Installation and Maintenance of 1030' C9 Faceted Warm White LED Perimeter Lighting		1.00	EA 2,316.00	2,316.00	2,316.00
21	LABOROTHER Labor Includes: Removal and Storage of 1030' C9 Faceted Warm White LED Perimeter Lighting		1.00	EA 0.00	0.00	0.00
22	LABORINST Labor Installation of Customer Owned Wall Washers (Custom Programmed) with Custom Brackets on Tree Trunks		6.00	EA 97.50	585.00	585.00
23	LABOROTHER Labor Removal and Storage of Customer Owned Wall Washers (Custom Programmed) with Custom Brackets on Tree Trunks		6.00	EA 52.49	314.94	314.94
24	LABORINST Labor Installation of Customer Owned 850mm Snowfall Tubes		25.00	EA 31.00	775.00	775.00
25	LABOROTHER Labor Removal and Storage of Customer Owned 850mm Snowfall Tubes		25.00	EA 16.71	417.75	417.75
26	LABORINST Labor Installation of Customer Owned 570mm Snowfall Tubes		10.00	EA 31.00	310.00	310.00
27	LABOROTHER Labor Removal and Storage of Customer Owned 570mm Snowfall Tubes		10.00	EA 16.71	167.10	167.10
28	LABORINST Labor Installation of Customer Owned Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)		1.00	EA 701.85	701.85	701.85
29	LABOROTHER Labor of Customer Owned Topiary Deer (1 Standing, 1 Prancing w/ LED Mini Lights)		1.00	EA 0.00	0.00	0.00
30	TREELTGLABOR Tree Lighting Labor Installation of (12) Warm White LED Mini Lights on Sycamore Tree		4.00	EA 224.95	899.80	899.80
31	LABOROTHER Labor Removal and Storage of (12) Warm White LED Mini Lights on Sycamore Tree		4.00	EA 0.00	0.00	0.00
32	LMLED5M50L6GWWH Warm White (2400 - 2500K) LED Mini Lights, 5MM Reflective, 6x6x6" sp, Grn Wire (50 Bulbs) *Replacement Strands		12.00	EA 14.85	178.20	178.20
33	LABORINST Labor Installation of Customer Owned 24' RGB Sequoia Tree w/ Classic Decor Package and 24" Crystal Tree Topper		1.00	EA 12,372.00	12,372.00	12,372.00
34	LABOROTHER Labor Removal and Storage of Customer Owned 24' RGB Sequoia Tree w/ Classic Decor Package and 24" Crystal Tree Topper		1.00	EA 0.00	0.00	0.00
35	LABORINST Labor Installation of Customer Owned 32" Fiberglass Giant Present		5.00	EA 460.10	2,300.50	2,300.50



Dekra-Lite  
 3102 W. Alton Ave.  
 Santa Ana, CA, 92704  
 Phone: (714) 436-0705  
 Web: www.dekra-lite.com

# Quote

Sales Install No.: QT096310  
 Order Date: 1/21/2022  
 Ship Date: 1/24/2022  
 Customer ID: LAK029  
 Currency: USD

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 Ext. 2505	City of Lakewood City Hall and The Centre Lakewood CA 90712 Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	50%/NET 30	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood	Installation	INSTALLATION

36	LABOROTHER	Labor	5.00	EA	247.74	1,238.70
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of Customer Owned 32" Fiberglass Giant Present

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Removal and Storage on SO# TBD	<b>Sub Total:</b>	38,775.19
Install Date: Nov. 1-23, 2022	<b>Freight &amp; Misc.:</b>	0.00
Removal Date: Jan. 2-18, 2023	<b>Tax Total:</b>	18.27
50% due by June 1, 2022 for preferred installation dates	<b>Total (USD):</b>	38,793.46
50% due Net 30 at time of install		
*Tax Subject to Change per California Sales and Use Tax Regulation		
**Installation Date Range is Not Guaranteed Until Order is Approved**		

## Dekra-Lite Terms and Conditions

**Prices:** All Prices subject to change without notice. All minimums are per color/or size (solid pack). Mixing colors to meet minimums is not acceptable. All orders are F.O.B. Santa Ana, California.

### Payment Terms:

Credit Card - We Accept: AMEX, Discover, MasterCard, Visa ACH, EFT and Wire Transfers.

Any order being paid for with a credit card is subject to a maximum limit of \$15,000.

Prepaid - please add estimated freight of 15% to order total.

Upon approved credit we will determine Net Terms and Credit Limit.

New Customers - Please furnish five (5) references, complete and sign our credit application. Credit approval may take 10 business days, so you may prefer your first order to be credit card or prepaid.

**Warranty:** We warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all steel frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

LED Light strands have a warranty for three (3) 60 day seasons or 25,000 hours, whichever comes first. Simply ship the product to us and we will replace the LED Light strand free of charge.

Frame Trees are covered by a ten (10) year warranty against defect under normal conditions and use.

All items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Labor to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before packing and is packed in an approved manner in approved cartons when it leaves the warehouse.

For the purposes of this warranty one (1) season is defined as one installation and removal for a duration lasting no more than 60 days.

**Return Policy:** Any returned products under the following conditions will result in a 20% restocking fee and the customer will incur the freight charges: Customer ordered incorrect product. Never opened or used product for its intended purpose. No merchandise returns will be accepted without prior written authorization. Return requests will be accepted for credit if submitted and approved within 30 days of receipt of product.

**Acceptance of Merchandise:** Consignee/customer is responsible to notify Dekra-Lite of all impending claim(s) of merchandise delayed, lost or damaged in transit. When accepting shipment, consignee/customer must inspect all merchandise completely and any claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with Dekra-Lite within 48 hours of delivery or in the case of concealed damage, within 48 hours of identifying the concealed damages. Customer/consignee is to provide required information and evidence of damage or loss according Dekra-Lite claims procedure. This may include preservation of evidence of damage/loss for future inspection. Failure to follow Dekra-Lite claims procedure may result in claim denial by the carrier.

**General Terms:** The parties agree to the following additional terms of this contract. This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County, CA before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation date or upon shipping unless specified in payment terms on the proposal/order. Cancellation and reductions are subject to a 20% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). All payments are due according to the terms of each individual proposal/order.

**Installation:** All requested changes to the described work on the proposal/order will be subject to additional charges. Installation dates are approximate and generally scheduled as a date range. All installation or ship dates specified are subject to change due to inclement weather, acts of God or unforeseen circumstances beyond our control. Changes may occur for reasons including but not limited to, weather conditions, property accessibility, early project completion, or acts of God.

**Electrical Requirements:** Owner is responsible for providing and maintaining adequate and functional electrical outlets adjacent to the proposed locations for lit decorations, tree lights and building lights. GFI receptacles can, will, and should interrupt power to decor or lighting in the presence of water or heavy moisture sometimes caused by rain, fog, dew, and sprinklers. Wet decor, lighting, outlets and surrounding areas may take several hours after exposure, and in some cases days, to completely dry before receptacles can be reset and power restored. Dekra-Lite is not responsible for outlets that will not reset due to the presence of moisture. Lighting or decor outages must be reported to our operations department. Dekra-Lite is not responsible for unreported outages that we have never been made aware of. Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God. This includes leased product. The owner accepts all responsibility while the decor is installed on their property. Dekra-Lite will make efforts when possible to replace such product for an additional charge.

**Storage:** Storage charges and dates begin upon removal of decor each year and end November 1st annually. Items not installed must be picked up or have a storage fee paid prior to November 1st of the current year. Unpaid storage or unclaimed items may be discarded without further notice.

**Insurance:** Our standard liability coverage limits are \$2,000,000.00 General Aggregate; 2,000,000.00 Products-Comp/Op Aggregate.; \$1,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation. Our excess liability coverage limits are \$2,000,000.00 General Aggregate; \$2,000,000.00 Products-Comp/Op Aggregate.; \$2,000,000.00 Each Occurrence. Other insurance requirements including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.

### Section 301 Tariffs:

The US Government has taken action on Chinese-origin goods subject to additional tariffs under Section 301. While you will find slight increases throughout our product lines, our goal is to minimize the impact to our valued customers and partners. We will continue to monitor the developments of these tariffs and



Dekra-Lite  
 3102 W. Alton Ave.  
 Santa Ana, CA, 92704  
 Phone: (714) 436-0705  
 Web: www.dekra-lite.com

# Quote

Sales Install No.: QT096715  
 Order Date: 3/9/2022  
 Ship Date: 11/23/2022  
 Customer ID: LAK029  
 Currency: USD

BILL TO:	SHIP TO:
City of Lakewood 5050 N. Clark Ave. Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 Ext. 2505	City of Lakewood City Hall and The Centre Lakewood CA 90712 United States Attn: Sam Chambers 562-866-9771 ext. 2505

CUSTOMER P.O. NO.	TERMS	SALES REP
	50%/NET 30	Dulce Diaz
SALES TAX CODE	SHIPPING TERMS	SHIP VIA
City of Lakewood	Installation	INSTALLATION

NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	EXTENDED PRICE
1	SALES DECOR	Miscellaneous Custom Decor To Upgrade RGB Branches to RGB Plus, NDBs, Cables, and Smart T's	1.00	EA	21,131.00	21,131.00
2	LABOROTHER	Labor to Remove Ornaments from Existing Branches and Add to New RGB Branches	1.00	EA	5,465.00	5,465.00

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please sign and email or fax to (714) 436-0612	<b>Sub Total:</b>	26,596.00
Install Date: Nov. 1-24, 2022	<b>Freight &amp; Misc.:</b>	0.00
Removal Date: Jan. 2-18, 2023	<b>Tax Total:</b>	2,165.93
50% due by June 1, 2022 for preferred installation dates	<b>Total (USD):</b>	28,761.93
50% due Net 30 at time of install		
*Installation Date Range is Not Guaranteed Until Order is Approved		
**Tax Subject to Change per California Sales and Use Tax Regulations		

## Dekra-Lite Terms and Conditions

**Prices:** All Prices subject to change without notice. All minimums are per color/or size (solid pack). Mixing colors to meet minimums is not acceptable. All orders are F.O.B. Santa Ana, California.

### Payment Terms:

Credit Card - We Accept: AMEX, Discover, MasterCard, Visa ACH, EFT and Wire Transfers.

Any order being paid for with a credit card is subject to a maximum limit of \$15,000.

Prepaid - please add estimated freight of 15% to order total.

Upon approved credit we will determine Net Terms and Credit Limit.

New Customers - Please furnish five (5) references, complete and sign our credit application. Credit approval may take 10 business days, so you may prefer your first order to be credit card or prepaid.

**Warranty:** We warranty to the original buyer that all of our displays and accessories will be free from manufacturer's defects. Under normal conditions of use and service, this protection is extended for six (6) seasons on all steel frames, five (5) seasons on garland, three (3) seasons on electrical wiring, and one (1) season on all computerized lighting modules. This warranty does not apply to light bulbs or light strands. Pole Mount displays are designed to withstand up to 40 mph winds with no ice load. Obligation under this warranty is limited to repairing or replacing any part that is found to be defective.

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All items not specifically listed are covered by a one (1) season (60 day) warranty.

Under this warranty, the company's obligation to repair or replace is on a non pro-rated basis.

Labor to install and the cost of shipping are not included in this warranty and are expressly in lieu of all other warranties expressed or implied. Bulb burnouts or electrical damage caused by the buyer or weather elements, or damage caused by rough handling in transit are not covered by this warranty. Therefore, units should be inspected and tested for bulb outage upon delivery and prior to installation. All merchandise is carefully inspected before packing and is packed in an approved manner in approved cartons when it leaves the warehouse.

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**Acceptance of Merchandise:** Consignee/customer is responsible to notify Dekra-Lite of all impending claim(s) of merchandise delayed, lost or damaged in transit. When accepting shipment, consignee/customer must inspect all merchandise completely and any claims of any missing cartons or visible damage must be noted on delivery driver's bill of lading or the receipt of delivery. All claims must be filed with Dekra-Lite within 48 hours of delivery or in the case of concealed damage, within 48 hours of identifying the concealed damages. Customer/consignee is to provide required information and evidence of damage or loss according Dekra-Lite claims procedure. This may include preservation of evidence of damage/loss for future inspection. Failure to follow Dekra-Lite claims procedure may result in claim denial by the carrier.

**General Terms:** The parties agree to the following additional terms of this contract. This contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County, CA before a single arbitrator selected through J.A.M.S./ENDISPUTE. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. A deposit of 50% plus any applicable sales tax is due upon execution of any contract with installation services, custom or special product. The balance is due on the installation date or upon shipping unless specified in payment terms on the proposal/order. Cancellation and reductions are subject to a 20% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). All payments are due according to the terms of each individual proposal/order.

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**Insurance:** Our standard liability coverage limits are \$2,000,000.00 General Aggregate; 2,000,000.00 Products-Comp/Op Aggregate.; \$1,000,000.00 Personal & Adv. Injury; \$1,000,000.00 Each Occurrence; \$1,000,000.00 Automobile Liability; \$1,000,000.00 Workers' Compensation. Our excess liability coverage limits are \$2,000,000.00 General Aggregate; \$2,000,000.00 Products-Comp/Op Aggregate.; \$2,000,000.00 Each Occurrence. Other insurance requirements, including special language, endorsements or additional coverage may be able to be obtained at the expense of the customer.

### Section 301 Tariffs:

The US Government has taken action on Chinese-origin goods subject to additional tariffs under Section 301. While you will find slight increases throughout our product lines, our goal is to minimize the impact to our valued customers and partners. We will continue to monitor the developments of these tariffs and



## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

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

### INTRODUCTION

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

### STATEMENT OF FACT

Retaining a trusted service provider with a proven record of accomplishment and a wealth of knowledge of the City's water system will help the City reach its goal of maintaining the continual health of its system. Dive/Corr has identified areas in the City's water system that can benefit from their services in the coming years. Some of the proposed projects include the inspection and cleaning of Reservoirs 1, 2, 3, & 4 at Plant 13 and the monitoring of sediment accumulation in Plant 4 Reservoir 3 in FY 2022-2023, as well as the inspection and cleaning of Reservoirs 1, 2, & 3 at Plant 4 in FY 2023-2024.

The existing agreement with Dive/Corr Inc. is scheduled to end on June 30, 2022; therefore, staff recommends amending the existing agreement with Dive/Corr to extend the agreement to June 30, 2024, with the option to further extend for any successive one or two-year terms thereafter. Staff further recommends that the compensation for services for this agreement extension be for an amount not to exceed \$24,000.00 for FY 2022-2023 and \$25,000.00 for FY 2023-2024.

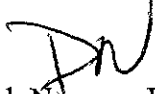
### FISCAL IMPACT

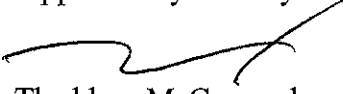
Funds are proposed in Operating Account 75008200-55380 Maintenance/Operation of Equipment with an allocation of \$24,000.00 in FY 2022-2023 and \$25,000.00 in FY 2023-2024.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the existing agreement with Dive/Corr Inc. for Water Storage Facility Inspection and Maintenance to June 30, 2024; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO AGREEMENT  
FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DIVE/CORR, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 9, 2020, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR WATER STORAGE FACILITY INSPECTION AND MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024.

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year terms unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

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

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

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

### INTRODUCTION

On June 12, 2018, the City Council approved an agreement with Doty Bros. Construction (DBCC) for On-Call Emergency Utility Repairs and extended it on June 9, 2020. The existing agreement with DBCC is scheduled to end on June 30, 2022; therefore, staff recommends extending the agreement to June 30, 2024, per the stated renewal terms of the original agreement approved on June 12, 2018.

### STATEMENT OF FACT

The contract with DBCC allows for contracting services to assist in the emergency repair of water pipelines and facilities. These services may include supplementing City personnel, materials and equipment required to take immediate action necessary to prevent a system outage, restore services to normal operating conditions and to maintain services during such an emergency. To date, DBCC has been readily available for on-call emergency utility repairs and has therefore fulfilled their existing contract with the City of Lakewood. Therefore, staff recommends extending the existing agreement to June 30, 2024, per the stated renewal terms of the original contract.

### FISCAL IMPACT

Services will be performed on a time and materials basis, with any expenditures more than \$20,000.00 for an individual repair project requiring a separate City Council action in accordance with the City's Purchasing Policy.

### RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to Professional Services Agreement with DBCC to extend the existing contract to June 30, 2024; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.



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



Thaddeus McCormack  
City Manager

**SECOND AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR  
ON-CALL EMERGENCY UTILITY REPAIRS**

THIS SECOND AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and DOTY BROS. CONSTRUCTION, sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 12, 2018, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES FOR ON-CALL EMERGENCY UTILITY REPAIRS"; and

WHEREAS, the CITY and SERVICE PROVIDER extended the existing agreement until June 30, 2022.

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024.

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

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

Assigned to the Director of Water Resources

**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Charter Bus Agreement Between City of Lakewood and Durham School Services for Youth Excursion Programs

**INTRODUCTION**

In April, 2019, the City of Lakewood published a request for proposals for charter bus services for youth transportation supporting youth excursion programs. Upon review of proposals, Durham School Services was selected for services based on a variety of rating criteria.

**STATEMENT OF FACT**

The City of Lakewood selected the proposal submitted by Durham School Services to provide bus services for the city's Day Camp and Junior Lifeguard programs and other youth excursions as programmed. Durham School Services significantly demonstrated best pricing, while maintaining a large fleet of buses adequate to support transportation to theme parks and attractions for youth excursions. Additionally, both past performance with the City of Lakewood as well as a review of submitted references, further supported the selection. The City of Lakewood was desirous of entering into a three year agreement with Durham School Services for bus services for youth camp excursions.

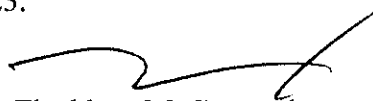
Durham School Services continues to represent itself well in the marketplace and has served the needs of the City of Lakewood in a professional manner since it was selected as a preferred provider of charter bus services in 2019.

**RECOMMENDATION**

Staff recommends that the City Council approve the Charter Bus Agreement between City of Lakewood and Durham School Services for Youth Excursion Programs for a period of one year beginning July 1, 2022, and ending on June 30, 2023.

**VF**

Valarie Frost, Director  
Recreation and Community Services



Thaddeus McCormack  
City Manager

**CHARTER BUS AGREEMENT BETWEEN CITY OF LAKEWOOD  
AND DURHAM SCHOOL SERVICES FOR YOUTH EXCURSION PROGRAMS**

THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of June 2022, by and between City of Lakewood, a Municipal Corporation, hereinafter referred to as "City", and Durham School Services, hereinafter referred to as "Carrier".

**WITNESSETH**

**WHEREAS**, City wishes to retain Carrier for transportation of participants and staff to varying destinations as part of City's Youth Excursion Program.

**WHEREAS**, Carrier provides motor coach and related services, is an independent contractor and is willing to perform hereunder in accordance with the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. CARRIER REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES**

Carrier represents and warrants the following:

- a. That all buses and equipment necessary to fulfill this Agreement are clean, in good working order, and conform with proper standards of the industry.
- b. That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations. Carrier further represents that it is properly licensed under all applicable laws and rules.
- c. That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- d. That all driving staff provided confirm to all applicable requirements for motor carrier drivers.
- e. That all driving staff provided are prepared with routing information.
- f. That the driver will refrain from the use of tobacco products while on excursions, during routes, or in view of participants. Tobacco products include cigarettes, cigars, pipes, smokeless tobacco and chewing tobacco. Any tobacco products possessed by drivers shall be out of sight at all times when on duty, or in the bus. This policy also prohibits the appearance of tobacco products, tobacco use or tobacco brands on drivers clothes.
- g. That it will disqualify as a driver or any person who has committed: Any felony crime involving the physical neglect of a child, the physical injury or death of another person including a child, sexual exploitation of a child; sexual offenses against other persons and where a minor is the victim; promoting prostitution of a minor; the sale or purchase of a minor, felonies, acts of terrorism or violation of similar laws. The responsibility for checking drivers' criminal backgrounds to ensure they have not been convicted of any of the aforementioned or related crimes is an ongoing responsibility, which lies solely upon Carrier.

- h. That Carrier will inform City of any delays or potential delays as soon as possible. Communication of any delay is very important.
- i. That all of the services to be performed by Carrier under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
- j. That Carrier has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement and the individual executing this Agreement on behalf of Carrier has been duly authorized to act for and bind the company.
- k. Carrier acknowledges that City is allowing the use of Carrier's standard forms (such as purchase order, acknowledgements of Orders, and Invoices) to administer its dealings under this Agreement for convenience purposes but all provisions thereof shall be deemed stricken.
- l. Carrier acknowledges that no subcontracting is permitted unless written consent is received from City's Community Transportation Supervisor or his/her designee prior to transfer.
- m. Carrier further acknowledges that if subcontracting is necessary, Carrier agrees that the subcontractor will provide equipment, services and has insurance comparable to, equivalent to or better than Carrier. Carrier remains liable to client.

**2. PAYMENT**

City agrees to pay Carrier a total fee for actual services performed under this agreement per charter reservation. The total fee shall be paid within 15 business days of receipt of Carrier's invoice and satisfactory performance. The fees for service provided are outlined on Exhibit A.

**3. COMPLIANCE WITH LAW**

Carrier warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by Carrier and its drivers.

**4. TERM AND TERMINATION**

The term of this agreement shall be one year, commencing on July 1, 2022 and terminating on June 30, 2023, unless terminated earlier by City as provided in this section. The parties have the right to terminate this Agreement upon written notice to the other for any reason upon thirty (30) days' notice.

**5. BREACH**

Upon City's knowledge of a material breach by Carrier, City shall either:

- a. Provide an opportunity for Carrier to cure the breach or end the violation and terminate the Agreement if Carrier does not cure the breach or end the violation within the time specified by City; or
- b. Immediately terminate this Agreement if Carrier has breached a material term of this Agreement and cure is not possible.

**6. CONFLICT OF INTEREST**

Carrier affirms that there exists no actual, potential or appearance of conflict between Carrier's family, businesses, or financial interest and Carrier's performance of services as described herein.

**7. LIMITATION OF LIABILITIES**

Except for the obligation of City to pay Carrier pursuant to the terms of this Agreement, City shall have no liability to Carrier or to anyone claiming through or under this Agreement by reason of the execution or performance of this Agreement.

**8. INDEMNIFICATION**

To the fullest extent permitted by law, Carrier shall and does hereby indemnify, protect, defend with counsel approved by City, and hold harmless City, its respective agents, officers, trustees, directors, attorneys, employees, representatives (collectively "Indemnitees") from and against all damages, losses, liens, cause of action, suits, judgments, expenses (including attorney's fees), and other claims of any nature, kind or description (collectively "claims") by any person or entity, arising out of, caused by, or resulting from Carrier's performance under this agreement. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law. This provision shall survive the termination of this Agreement for any reason whatsoever.

**9. INDEPENDENT CONTRACTOR**

Carrier recognizes that it is engaged as an independent contractor and covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of City by reason hereof and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of City.

**10. INSURANCE**

Prior to the beginning of and throughout the duration of work, Carrier will maintain insurance in conformance with the requirements set forth below. Carrier will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Carrier agrees to amend, supplement or endorse the existing coverage to do so. Carrier 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 City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Carrier shall provide the following types and amounts of insurance:

- a. Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$5,000,000 per occurrence for all covered losses and no less than \$10,000,000 general aggregate.
- b. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01. Limits are subject to review, but in no event to be less than \$10,000,000 per accident.
- c. Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
- d. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with



defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Carrier, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval by City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$10,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Carrier. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section. Carrier and City agree to the following with respect to insurance provided by Carrier:

- a. Carrier agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Carrier also agrees to require all Carriers and subcontractors to do likewise.
- b. No liability insurance coverage provided to comply with this Agreement shall prohibit Carrier, or Carrier's employees, or agents, from waiving the right to subrogation prior to a loss. Carrier agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Carriers and subcontractors to do likewise.
- c. All insurance coverage and limits provided by Carrier and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operation limits the application of such insurance coverage.
- d. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to City and approved in writing.
- e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Carrier or subcontractor.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Carrier shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Carrier's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement or

supplemental coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Carrier or deducted from sums due Carrier, at City's option.

- h. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any reduction or cancellation of coverage. Carrier agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- i. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Carrier or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
- j. Carrier agrees to ensure that subcontractor, and any other party involved with the work who is brought onto or involved in the work by Carrier, provide the same minimum insurance required of Carrier. Carrier 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. Carrier agrees that upon request, all agreements with subcontractors and others engaged in the work will be submitted to City for review.
- k. Carrier agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Carrier, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to City. If Carrier's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to City. At that time, City shall review options with Carrier, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- l. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Carrier 90 days advance written notice of such change. If such change results in substantial additional cost to Carrier, City will negotiate additional compensation proportional to the increased benefit to City.
- m. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- n. Carrier acknowledges and agrees that any actual or alleged failure on the part of City to inform Carrier of non-compliance with an insurance requirement in no way imposes any additional obligations to City nor does it waive any rights hereunder in this or any other regard.
- o. Carrier will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is

canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

- p. Carrier shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Carrier's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of coverage.
- q. The provisions of any Workers' Compensation or similar act will not limit the obligations of Carrier under this Agreement. Carrier expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
- r. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. 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 limiting or all-inclusive.
- s. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
- t. Carrier agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge City or Carrier for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- u. Carrier agrees to provide immediate notice to City of any claim or loss against Carrier arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

## **11. ASSIGNMENT**

This Agreement is a personal service Agreement for the services of Carrier, and Carrier's interest in this Agreement, duties hereunder and fees due hereunder may not be subcontracted, assigned or delegated to any party without the prior written approval of City and any attempt to do so shall be void and of no effect.

## **12. ENTIRE AGREEMENT; MODIFICATIONS**

This Agreement supersedes all prior agreements, written or oral, between Carrier and City and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by City and Carrier.

**13. FORCE MAJEURE**

Neither party shall be liable or responsible to the other for any loss or damages or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage or any other circumstances of like character.

**14. GOVERNING LAW**

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of California.

**15. WAIVERS**

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

**16. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

**17. SEVERABILITY**

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

**18. NOTICES**

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

To CITY:                      Director of Recreation and Community Services  
   City of Lakewood, 5050 Clark Avenue, Lakewood, CA 90712

To LESSEE:                    Durham School Services  
   2601 Navistar Drive, Lisle, IL. 60532-3679

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

CITY OF LAKEWOOD

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

Durham School Services

By \_\_\_\_\_

\_\_\_\_\_  
Title

EXHIBIT A  
 CHARTER BUS TRANSPORTATION BASE/ADDITIONAL FEE SCHEDULE  
 FOR THE CITY OF LAKEWOOD

Bus Size (Passenger Load)	Base Price Per Bus Per Day (5-Hours Per Day)	Additional charter pre bus @15 minute increments over base hours
01-20	\$470.89 (may use larger bus)	\$19.35 / addl 15 minutes
21-30	\$470.89 (may use larger bus)	\$19.35 / addl 15 minutes
31-42	\$470.89 (may use larger bus)	\$19.35 / addl 15 minutes
43-54	\$470.89 (may use larger bus)	\$19.35 / addl 15 minutes
55-72	\$470.89 (may use larger bus)	\$19.35 / addl 15 minutes
73-89	\$470.89	\$19.35 / addl 15 minutes
<p>Fuel Surcharge: Should current Los Angeles area diesel prices exceed \$6.00/gal as shown on <a href="http://gasprices.aaa.com">gasprices.aaa.com</a> a fuel surcharge may be applied. A surcharge of \$3.00/bus/\$0.25 increase above \$6.00/gal. Example, a diesel rate of \$6.12/gal would result in a surcharge of \$3.00/bus. A diesel rate of \$6.55/gal would result in a surcharge of \$9.00/bus.</p>		

**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Support and Maintenance Contract for Document Imaging System

**INTRODUCTION**

The City's current agreement with ECS Imaging, Inc. to provide maintenance and technical support for the City's document imaging system has reached the end of its term and requires renewal.

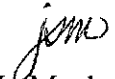
**STATEMENT OF FACT**


Since 1999, the City has utilized the Laserfiche document imaging system software. The system currently stores over a million pages in the database, including the entire text of the Lakewood Municipal Code, City Council minutes back to incorporation and the City's building permit records.

ECS Imaging, Inc. provides ongoing technical support and troubleshooting, both via telephone and on site service, and provides for the upkeep of the system software with upgrades as they become available. ECS Imaging, Inc. is one of the largest authorized dealers for Laserfiche document imaging software in California and specializes in support and maintenance to local government agencies. It is proposed that the existing agreement be extended through June 30, 2023.

**RECOMMENDATION**

It is the recommendation of staff that the City Council authorize an extension through June 30, 2023, of the agreement with ECS Imaging, Inc. for maintenance and support of the Laserfiche system in an amount not to exceed \$10,667, and authorize the Mayor to execute an amendment to the agreement subject to the approval of the City Attorney.

  
Jo Mayberry  
City Clerk

  
Thaddeus McCormack  
City Manager

AMENDMENT TO AGREEMENT  
WITH ECS IMAGING, INC.

THIS AMENDMENT is entered into this 14th day of June, 2022, by and between the City of Lakewood, a municipal Corporation (hereinafter referred to as "City") and ECS Imaging, Inc., (hereinafter referred to as "Integrator").

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

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

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

1. Integrator agrees to provide to CITY, annual support for the LaserFiche Document Imaging System, including installation of upgrades and telephone/on-site support as specified in Attachment A.
2. The term of the agreement shall be extended through June 30, 2023.
3. Except as amended hereby, said agreement of November 30, 2000, is hereby affirmed in all other aspects.

IN WITNESS WHEREOF, the parties hereby have cause this agreement to be executed on this 14th day of June, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

Approved as to form:

ECS IMAGING, INC.

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

By: \_\_\_\_\_  
Title:





# Invoice

Date	Invoice #
6/2/2022	16928

<b>Bill To</b>
City of Lakewood Finance Division P.O. Box 220 Lakewood, CA 90714-0220

<b>Ship To</b>
City of Lakewood Jo Mayberry jmayberry@lakewoodcity.org purchasing@lakewoodcity.org

P.O. Number	Project	Terms	Due Date	Job#	Rep	Rep Phone #
	Annual Renewal	Net 30	7/2/2022		Anjy	951-787-8768

Quantity	Description	Price Each	Taxable	Amount
1	LF Standard Server LSAP	1,450.00		1,450.00
8	LF Full, Snapshot and Email User LSAP	166.00		1,328.00
25	LF Retrieval User LSAP	50.00		1,250.00
1	LF WebLink LSAP	1,590.00		1,590.00
1	LF Plus Plug-in LSAP	1,590.00		1,590.00
1	Canon DR-M1060 1yr eCarePak Warranty S/N: GQ301134 -Coverage 07/23/22-07/22/23 --Water Department	295.00		295.00
1	Canon DR-M160II 1 Yr eCarePak Warranty S/N: GXY01990 Coverage: 09/30/22-09/29/23	89.00		89.00
1	Canon Flatbed Unit 102 1 Yr eCarePak Warranty S/N: HJ300200 Coverage: 10/12/22-10/11/23	75.00		75.00
	ECS Gold Priority Support consists of 17 hours of on-line or on-site support time, unlimited phone support, and a 4 hour response time for most services offered by ECS including Laserfiche tech support, installations, configurations of workflow and forms, and integration services. Support beginning 07/03/2022 and expiring 07/02/2023. An additional 5 hours of Professional Services for version updates, during normal business hours, is included. Additional on-line or on-site support will be billed at your current hourly support rate. Minimum on-site time is calculated at 2 hours. ECS may allow planned after hours support in rare circumstances. In these circumstances Priority Support will be billed at double the hourly rate.	1,750.00		1,750.00
	**Your organization LSAP's expire on 07/02/2022 - Laserfiche imposes a 10% reinstatement fee for each month of an expired LSAP - support site access will be suspended if payment is not received by your expiration date**	0.00		0.00

Standard Processing Fee Added to all Credit Card Payments*	<b>Subtotal</b>
	<b>Sales Tax (8.75%)</b>
	<b>Total</b>



# Invoice

Date	Invoice #
6/2/2022	16928

Bill To
City of Lakewood Finance Division P.O. Box 220 Lakewood, CA 90714-0220

Ship To
City of Lakewood Jo Mayberry jmayberr@lakewoodcity.org purchasing@lakewoodcity.org

P.O. Number	Project	Terms	Due Date	Job#	Rep	Rep Phone #
	Annual Renewal	Net 30	7/2/2022		Anjy	951-787-8768

Quantity	Description	Price Each	Taxable	Amount
	All Software, Licenses and Updates will be downloaded from the Laserfiche website. LSAP= LaserFiche Software Assurance Plan includes product updates and enhancements for 12 months.	0.00		0.00

Standard Processing Fee Added to all Credit Card Payments*	<b>Subtotal</b>	\$9,417.00
	<b>Sales Tax (8.75%)</b>	\$0.00
	<b>Total</b>	\$9,417.00

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and Members of the Council

**SUBJECT:** Renewal of Agreement with Fair Housing Consultants Inc.

### STATEMENT OF FACT


As a Community Development Block Grant (CDBG) entitlement jurisdiction, the City is required to provide a fair housing counseling program for residents. The City currently contracts for these services which are paid for with CDBG funds. The City's fair housing counseling program consists of public outreach, education, and the coordination of fair housing training for local real estate agents, apartment managers and property owners. In addition, the fair housing consultant provides referrals to other agencies, which may better assist a tenant or landlord with his or her particular situation.

Since February 2001, the City has contracted with Sharron Hillery (dba Fair Housing Consultants) for the provision of a fair housing counseling program, which meets the U.S. Department of Housing and Urban Development requirements. Ms. Hillery provides Lakewood residents and property owners with professional service in the areas of landlord/tenant relations, fair housing information and education, and client service referrals. Staff has worked with Ms. Hillery to update the scope of services to clarify counseling services to be provided and the monthly reporting requirements. The current contract expires on June 30, 2022. The cost for said services for the renewal of this contract will be funded by CDBG funds.

### RECOMMENDATION

Staff recommends that the City Council approve the renewal of the contract and amended scope of services with Sharron Hillery for fair housing consulting services through June 30, 2022, and authorize the contract amount not to exceed \$38,700 for the year. Funds for this contract are included in the City's proposed FY 2022-23 budget.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

## AGREEMENT FOR FAIR HOUSING CONSULTING SERVICES

THIS CONTRACT made and entered into this 14<sup>th</sup> day of June 2022 by and between the City of Lakewood, a municipal corporation hereinafter referred to as "City", and SHARRON C. HILLERY, dba FAIR HOUSING CONSULTANTS, hereinafter referred to as "Consultant", is made with reference to the following facts:

### WITNESSETH:

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

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

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

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

1. Consultant shall implement and operate a fair housing counseling program for City and its residents as described in Exhibit A, attached hereto and made a part hereof as though set forth in full. If there should be any conflict between this Agreement and Exhibit A, this Agreement shall govern.
2. Consultant, shall whenever necessary to carry out their duties and obligations described hereunder and to properly maintain a fair housing consulting service within the City of Lakewood, occupy, utilize and work out of an office provided for Consultant by City within City at no cost to Consultant for local telephone services and other local services.
3. This Agreement shall be for a term of twelve (12) months commencing July 1, 2022 and ending June 30, 2023 at midnight. By mutual agreement, this Agreement may be extended in writing for additional terms.
4. Except as authorized herein or subsequently in writing, Consultant shall provide the described services at their own cost and expenses. For these services, City agrees to pay Consultant the aggregate sum of \$38,700 for a twelve (12) month period, payable in twelve (12) equal monthly installments. Consultant shall submit month invoices for such payments, which shall include any authorized actual cost incurred during the preceding month.
  - a. Consultant shall maintain books, financial statements, and files necessary to support its financial statements, and such books, financial records and files shall be retained by Consultant for a period of three (3) years following termination or expiration of this Agreement, or until

after final payments are made and all pending matters are closed, whichever comes later.

- b. Representatives of City, the Department of Housing and Urban Development (HUD), the Comptroller General of the United States or any other duly authorized representatives shall have access, at all reasonable times, to any books, documents, papers and records of Consultant which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions and to ascertain compliance with provisions of the Agreement. Such examinations and reviews shall be conducted during the Consultant's regular business hours in a manner, which causes as little inconvenience to Consultant as possible.
5. Consultant shall not utilize any of the funds derived from federally appropriated funds for political campaign contributions or for promotions of political candidates or any other political purpose.
6. The funds provided by City pursuant to this Agreement have been received from a grant under the Community Development Block Grant Program of the United States Department of Housing and Urban Development. Consultant shall comply with all applicable regulations governing use of these funds, including all equal opportunity requirements.
7. Consultant shall submit to City the names and address of any person, agent or officer of Consultant performing any of the Consultant's duties under this Agreement. Consultant acknowledges that City has entered into this Agreement with Consultant based on her resume filed with City and on the basis that Consultant will be providing said Consultant services unless City agrees otherwise in writing.
8. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant's activities or the employees of Consultant; and Consultant expressly warrants not to, at any time or in any manner, represent that Consultant or any of Consultant's agents, volunteers, subscribers, members, officers or employees are in any manner the agents, volunteers, subscribers, officers or employees of City, it being distinctly understood that Consultant is, and shall at all times remain as to City, a wholly independent contractor, and Consultant's obligations to City are solely such as are prescribed in this Agreement.
9. Consultant shall hold City, its Councilpersons, Commissioners, officers and employees harmless and defend same from any and all actions, claims, demand costs, loss or expenses of any kind or nature whatsoever which may be imposed upon City, its Commissioners, officers or employees, or any of them, arising out of or attributable or connected with the performance of Consultant contemplated hereunder. Consultant shall file and maintain on file with City at all times during the term of this Agreement a Certificate of public liability and property damage insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one accident, and \$50,000 property damage. Said certificate shall name City as an additional insured, and the Certificate of Insurance forms shall be approved by the City Attorney. Such insurance shall not be cancelable without thirty (30) days prior written notice to City.

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

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

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

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

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

CITY:

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

FAIR HOUSING CONSULTANTS:

P.O. Box 88744  
Los Angeles, CA 90009

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

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

CITY OF LAKEWOOD  
A Municipal Corporation

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

ATTEST:

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

FAIR HOUSING CONSULTANT

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



## EXHIBIT A

### Scope of Services

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

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

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

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

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

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

- i. Client Complaint Services – The Fair Housing Consultants will intake document, investigate and review allegations of discriminatory housing practices as mandated by HUD's Enforcement Division which includes intake of complaints, investigation for gathering of evidence and facts to support allegations of housing discrimination, testing to support complaints and referral to HUD or private attorney for investigation conciliation or litigation. The Fair Housing Consultants coordinates with the Fair Housing Alliance, Fair Housing Foundation, and Fair Housing of Orange County for testing services. The Fair Housing Consultants agree to provide to the CITY the results of such tests and any recommendation for corrective action deemed necessary by the Fair Housing Consultants.
- j. Client Service Follow-Up – The Fair Housing Consultants will maintain the capability to determine the outcome of all client contact deemed to require such extended program staff monitoring.
- k. Other Housing Counseling and Assistance – The Fair Housing Consultants will provide:
  1. Provisions for information on tenant landlord rights.
  2. Referral assistance to low- and moderate-income housing consumers, especially those who are handicapped, members of minority groups, elderly, and those who are or have been unable to find suitable, safe, decent, and sanitary dwelling units. Unless the client specifies otherwise, efforts will be made to make placements outside of areas that have high concentrations of low income and/or minority residents.
- l. Monthly Reporting – The Fair Housing Consultants shall prepare monthly reports, which provide a detailed summary of discrimination complaints, counseling activities and other activities of the Fair Housing Consultants as they relate to the CITY and a cumulative activity year-end report.
- m. Billing Procedure – The Fair Housing Consultants will bill the CITY in twelve (12) monthly installments. The Fair Housing Consultants will submit monthly invoices for such payments. No expenditures or payments will exceed the aggregate sum of \$38,700. Each month prior to receiving the monthly billing request, the Fair Housing Consultants will submit the Monthly Reports as detailed above and no further advance shall be made until such report is received and accepted by the CITY.

## COUNCIL AGENDA

June 14, 2022

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

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

### INTRODUCTION

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

### STATEMENT OF FACT

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


FBA Engineering performs electrical engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement. They are currently designing Centre lighting improvements and the generator replacements for the civic center. They are also providing the design engineering and consulting of the electrical infrastructure improvements, including main panel replacements, at multiple City facilities.


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

### RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with FBA Engineering for electrical engineering services for FY 2022-2023 in an amount not-to-exceed \$100,000, and authorize the Mayor and City Clerk to sign the agreement in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF LAKEWOOD AND FBA ENGINEERING

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

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for electrical engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 27, 2017, as amended on March 9, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
STEPHEN R. ZAJICEK, P.E.  
FBA ENGINEERING

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

**FBA HOURLY RATE SCHEDULE – 2022**

Principal / Project Director.....	\$ 210.00/hour
V.P. / Senior Associate.....	\$ 160.00/hour
Associate / Project Manager.....	\$ 160.00/hour
Construction Support.....	\$ 135.00/hour
Electrical Designer.....	\$ 110.00/hour
CAD / BIM Designer.....	\$ 90.00/hour
Technical Typist.....	\$ 50.00/hour

**COUNCIL AGENDA**

June 14, 2022

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

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

**INTRODUCTION**

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

**STATEMENT OF FACT**


The Public Works Department is tasked with maintaining existing electrical systems at citywide facilities. Our two talented electricians are constantly challenged with meeting the requirements of the workload. In 2011, council authorized an on-call agreement with Finline Electric to assist the city with these minor electrical maintenance projects. Finline continues to do a superb job accommodating staff requests.


Finline's assistance has been invaluable to the Public Works Facilities division. Their work is performed on a time-and-material basis, under Finline's standard rate schedule, with cost proposals submitted prior to work authorization. Work is assigned on an as-needed basis during the year and proposals are approved by the City Manager prior to issuance of an approval to proceed. Staff recommends this service agreement be extended.

**RECOMMENDATION**

Staff recommends that the City Council:

Extend the Service Provider agreement with Finline Electric for electrical support services for FY 2022-2023, in an amount not to exceed \$55,000, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ON-CALL ELECTRICAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND FINELINE ELECTRIC, INC.

The Agreement dated June 28, 2011, as amended June 25, 2013, is hereby further amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for on-call electrical services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 28, 2011, as amended June 25, 2013, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

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

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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



## **COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Agreement with G2 Construction, Inc. to Provide, Purchase and Install Catch Basin Inserts and Authorize Willdan to Conduct the Project Management and Inspection

### **INTRODUCTION**

As a part of the city's compliance with the municipal storm water regulations, it is necessary to purchase and install full-capture trash devices in 10% of the catch basins located in high priority use locations every year over a period of 10 years.

### **STATEMENT OF FACT**

On April 7, 2015, the State Water Resources Control Board adopted the Statewide Trash Amendments to the Water Quality Control Plan for Ocean Waters of California to address the significant trash pollution in California's waters. These amendments require cities to install, operate and maintain full-capture systems in catch basins located within/on Priority Land Uses to effectively capture 100% of trash generated. Priority Land Uses include high-density residential, industrial, commercial, mixed urban and public transportation centers. As an owner and operator of a municipal storm drain system, Lakewood is required to comply with the Trash Amendments. Cities have 10 years to demonstrate full compliance with the Trash Amendments by installing, operating and maintaining full-capture systems for storm drains that capture runoff from priority land uses. Full capture systems are defined as treatment controls that trap all particles five millimeters or greater in size and allow water to flow at a certain rate.

### **BACKGROUND**

In 2021, the County of Orange released a Request for Proposals for trash and debris capture devices. The County received pre-qualified contractors that submitted bid prices for the various size catch basin trash and debris capture devices. One of the pre-qualified contractors is G2 Construction, Inc. who has entered into a Master Purchase Agreement with the County of Orange for trash and debris capture devices (MA-080-20011478), which includes a clause for cooperative agreements, extending the provisions and pricing to other California local or State government agencies wishing to procure trash and debris capture devices.

### **DISCUSSION**

The proposed scope of work will consist of the purchase and installation of approximately 250 full-capture catch basins inserts in both City and County-owned catch basins. G2 will be providing all of the services and materials necessary for the installation of the catch basin inserts in all locations, including traffic control. Installation is anticipated to be completed by the end of

this calendar year. Staff is focusing on high-priority land use areas with catch basins in both the Lower Gabriel River and Los Cerritos watersheds.

The County Flood Control District requires all cities to obtain a permit and pay a fee to install any devices in County-owned catch basins. Retrofitting existing LACFCD catch basins with any device requires detailed testing, accurate design and installation, and routine maintenance to prevent flooding. In addition, the City and LACFCD will enter into and execute an MOU agreement that will require the City to maintain all catch basin devices retrofitted on and/or in LACFCD catch basins in the future. Permit costs, which include design review and final inspection on all installations, will range from \$100-\$300 per catch basin.

Willdan's Project Manager/Inspector who has been working on numerous other City of Lakewood projects is available to assist the City in managing and inspecting the catch basin screen installation. Attached is a proposal that would allow this work to be done under Willdan's on-call service provider agreement.

### **FISCAL IMPACT**

The funds utilized for this purchase will be grant monies that were not utilized from the Caltrans Mayfair Park Storm Water project. Caltrans has approved the reallocation of these funds for this project. No general fund monies will be utilized for the purchase of the catch basin inserts or any associated County Flood Control permits fees, however, funds from the State, Clean, Water Program municipal program allotment will be used to cover the ongoing maintenance of the LACFCD inserts.

The following is the project estimate provided to Caltrans for the final project billing. These funds have already been received by the City.

<b>Task</b>	<b>Contractor/Vendor</b>	<b>Unit Cost</b>	<b>Est. # of Units</b>
CPS Units - Installed	G2 Construction	\$1,500	271
Catch Basin Prep	Ron's Maintenance	\$20	\$406,500
Permit & Inspection fees	LA County Public Works	\$200	\$5,420
Construction Management	Willdan Engineering	\$200	\$54,200
City Staff Time	Lakewood		\$12,000
		\$1,920	\$532,320
\$ Available Under CIA			\$532,320

Staff recommends that the not-to-exceed contract amount for G2 be set at \$500,000, plus a contingency of 10%. This set amount is to allow for the use of additional remaining Caltrans funds from the Mayfair Park Storm Water project which will be determined after change orders

Agreement with G2 Construction, Inc.

June 14, 2022


Page 2


for the project have been finalized. Similarly, it is recommended to set a not-to-exceed amount of \$65,000, plus a contingency of 10%, for Willdan. Should additional funding be required after the finalization of project costs from the Mayfair Park Storm Water project, funds would be allocated from the State, Clean, Water Program municipal funds.

### **RECOMMENDATION**

It is the recommendation of staff that:

- (1) City Council approve the amendment to the agreement with G2 Construction, Inc., in an amount not-to-exceed \$500,000, plus a 10% contingency, utilizing the terms and pricing from the County of Orange Master Agreement for the purchase and installation of catch basins inserts.
- (2) Authorize Willdan Engineering to perform Project Management and Inspection services under their on-call Service Provider Agreement on a time-and-material basis in an amount not-to-exceed \$65,000, plus a 10% contingency.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
STORM WATER SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
G2 CONSTRUCTION, Inc.

Per Section 5 of the Agreement dated May 22, 2018, the undersigned agrees to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as amended as follows:

1. Amend Agreement for one year under the terms and pricing set forth by the County of Orange Master Agreement (MA-080-20011478) dated October 7, 2021 in an amount not- to-exceed \$500,000, plus a 10% contingency, is incorporated herein.

Dated the 14th day of June, 2022.

G2 CONSTRUCTION, INC.

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

ATTEST

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

Approved as to form:

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

## PRICING

Product 1 of 3

### CPS-Mod™ patented Modular Design Water Board Certified Full Trash Capture System

Offered With or Without Installation

PRODUCT SIZES	Unit	Orange County Volume Discounts					
		1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Up to 6.0 SQFT of stainless steel screen & deflector, if needed. 18" CB discharge pipe max.	Device & Install	\$2,359	\$2,120	\$1,680	\$1,284	\$1,241	\$1,199
	Device Only	\$1,623	\$1,499	\$1,154	\$899	\$874	\$849
Up to 9.0 SQFT of stainless steel screen & deflector, if needed. 24" CB discharge pipe max.	Device & Install	\$2,910	\$2,472	\$1,916	\$1,524	\$1,408	\$1,362
	Device Only	\$2,226	\$1,884	\$1,413	\$1,142	\$1,056	\$1,028
Up to 11.0 SQFT of stainless steel screen & deflector, if needed. 30" CB discharge pipe max.	Device & Install	\$3,324	\$2,822	\$2,180	\$1,718	\$1,636	\$1,554
	Device Only	\$2,680	\$2,268	\$1,701	\$1,375	\$1,306	\$1,237
CPS-Mod Mini* - Up to 4.5 SQFT screen. *Customer to verify FCS.	Device & Install	\$1,887	\$1,696	\$1,344	\$1,027	\$993	\$960

Larger & Custom devices are custom priced.

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional. Combo-Discount (\$50) when new CPS-Mod™ and ARS-CL™ installed in same catch basin on same project.

Unit	1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
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**PRODUCT OPTIONS**

*Additional Cost per Unit*

		1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
Larger Size Stainless Steel Screen	SQFT SS Screen	\$135	\$113	\$113	\$113	\$113	\$113
Mosquito Abatement Deflector	Deflector	\$320	\$306	\$288	\$275	\$261	\$248
Removable System	CPS-Mod™	\$387	\$367	\$350	\$329	\$315	\$298
Hemmed Top for smoother edges	CPS-Mod™	\$137	\$137	\$137	\$103	\$103	\$86
Extra Bracing (eg. inbound pipes)	CPS-Mod™	\$514	\$514	\$450	\$321	\$268	\$268

**INSTALLATION OF PRODUCT**

		1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
PROJECT BONDS (If Required)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In Orange County)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Catch Basin (CB) Cleaning	1 CB	\$280	\$224	\$112	\$56	\$50	\$47
Staff Gauge Painting	CB	\$230	\$184	\$92	\$81	\$71	\$69
Traffic Control during Installation	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Training Contractor	1 Day	\$5,600	\$5,600	\$5,600	\$5,600	\$5,040	\$4,480
Remote Support (phone or online )	1 Hour	\$138	\$131	\$125	\$118	\$112	\$107

**FIELD SERVICES**

		1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
Product Maintenance Inspections	Device	\$280	\$224	\$168	\$84	\$56	\$56
Locating CBs and inlets.	CB	\$224	\$224	\$168	\$84	\$56	\$56
CB Field Review/ measurement.	CB	\$224	\$224	\$168	\$84	\$56	\$56
Collecting Lat. / Long. of CBs	CB	\$224	\$224	\$168	\$84	\$56	\$56

**PROFESSIONAL SERVICES**

		1-2 Units	3-5 Units	6-20 Units	21-100 Units	101-500 Units	501+ Units
Custom Product Design	Hourly	\$250	\$168	\$168	\$168	\$168	\$168
Custom Drawings - Product	Device	\$336	\$294	\$252	\$252	\$252	\$210
Project Management	Hourly	\$150	\$150	\$138	\$120	\$120	\$120

# PRICING

Product 2 of 3

**GITS™** Grated Inlet Trash Screen

**Water Board Certified Full Trash Capture System**

With or Without installation			Orange County Volume Discounts					
PRODUCT SIZES	GITS™ Models	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
Rectangular Grate 24"x 24" (or less)	GITS- 24x24	Device & Install	\$2,909	\$2,499	\$2,299	\$2,149	\$1,999	\$1,899
		Device Only	\$2,699	\$2,290	\$2,090	\$1,940	\$1,790	\$1,690
Rectangular Grate 40"x 24" (or less)	GITS- 40x24	Device & Install	\$3,243	\$2,736	\$2,536	\$2,386	\$2,236	\$2,136
		Device Only	\$2,969	\$2,463	\$2,263	\$2,113	\$1,963	\$1,863
Round 26" Diameter Grate (or less)	GITS- 26R	Device & Install	\$3,061	\$2,526	\$2,326	\$2,176	\$2,026	\$1,926
		Device Only	\$2,861	\$2,319	\$2,119	\$1,969	\$1,819	\$1,719
Round 39" Diameter Grate (or less)	GITS- 39R	Device & Install	\$4,037	\$3,549	\$3,449	\$3,349	\$3,249	\$3,149
		Device Only	\$3,779	\$3,295	\$3,195	\$3,095	\$2,995	\$2,895
Larger and Custom	GITS-Custom		custom	custom	custom	custom	custom	custom
GITS LoPRO* - 5" Depth Design. *Customer to verify FCS.		Up to 30% discount on select models.						

Price shown per Device. Shipping costs and taxes on non-installed devices are additional. Bond costs additional.

PRODUCT OPTIONS	Product Code	Unit	1-2 Devices	3-5 Devices	6-20 Devices	21-100 Devices	101-500 Devices	501+ Devices
<i>Additional Cost per Unit</i>								
Vector Control Port	VECT	SQFT SS Screen	\$334	\$287	\$239	\$239	\$239	\$239
Inlet Steps - Custom Design	STEPS	GITS™	\$624	\$535	\$446	\$423	\$401	\$379
Custom Drawings - Product	DRAW	GITS™ Drawing	\$335	\$293	\$251	\$251	\$251	\$209

**FILTRATION OPTIONS**

Hydrocarbon Polypropylene Filter (18"x24"x3")	HCPF-PIL	Filter	\$71	\$68	\$58	\$53	\$50	\$47
Others Available		Deflector	varies	varies	varies	varies	varies	varies

**INSTALLATION OF PRODUCT**

PROJECT BONDS	BONDS	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	OC	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Inlet Cleaning prior to installation	CB Clean	1 CB	\$279	\$223	\$112	\$56	\$50	\$47
Traffic Control during installation.	TC-1Day	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Remote Support (phone or online)	Support1 Hr	1 Hour	\$138	\$131	\$125	\$118	\$112	\$107

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

# PRICING

Product 3 of 3

## ARS-CL™

Patented CamLock Automatic Retractable Screen

With Installation

SIZE: Catch Basin Width (ft)	Unique Screens per CB	ARS-CL™ Model	Unit	1-2 Catch Basins (CBs)	Orange County Volume Discounts				
					3-5 CBs	6-20 CBs	21-100 CBs	101-500 CBs	501+ CBs
up to 3'	1	ARS-CL-03	CB	\$2,121	\$1,856	\$1,591	\$1,098	\$1,054	\$1,010
3.1 - 5'	1	ARS-CL-05	CB	\$2,433	\$2,121	\$1,809	\$1,435	\$1,363	\$1,291
5.1' - 7'	2	ARS-CL-07	CB	\$3,950	\$3,430	\$2,911	\$2,516	\$2,390	\$2,264
7.1 - 10'	2	ARS-CL-10	CB	\$4,231	\$3,842	\$3,242	\$2,762	\$2,623	\$2,485
7.1 - 10' x	3	ARS-CL-10x	CB	\$5,066	\$4,592	\$4,044	\$3,407	\$3,237	\$3,066
10.1 - 14'	3	ARS-CL-14	CB	\$5,458	\$4,678	\$4,093	\$3,586	\$3,407	\$3,228
10.1 - 14' x	4	ARS-CL-14x	CB	\$6,514	\$5,556	\$4,828	\$4,426	\$4,204	\$3,983
14.1 - 16'	4	ARS-CL-16	CB	\$6,655	\$5,647	\$5,102	\$4,638	\$4,407	\$4,175
16.1 - 21'	5	ARS-CL-21	CB	\$8,067	\$6,806	\$6,101	\$5,798	\$5,508	\$5,218
16.1 - 21' x	6	ARS-CL-21x	CB	\$8,725	\$7,318	\$6,811	\$6,473	\$6,150	\$5,826
21.1 - 28'	6	ARS-CL-28	CB	\$8,888	\$7,703	\$7,170	\$6,814	\$6,473	\$6,133
21.1 - 28' x	8	ARS-CL-28x	CB	\$10,883	\$9,757	\$9,082	\$8,256	\$7,843	\$7,430
28.1 - 35' x	10	ARS-CL-35x	CB	\$12,683	\$11,557	\$10,882	\$10,056	\$9,643	\$9,230

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

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

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

Additional Cost per Unit

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

### INSTALLATION OF PRODUCT

CONTRACT BONDS (If Req'd)	Project Cost	4.0%	4.0%	4.0%	4.0%	3.5%	3.0%
Install Travel (In OC)	Project Loc.	FREE	FREE	FREE	FREE	FREE	FREE
Traffic Control during Install.	6 Hours	\$2,613	\$2,613	\$2,427	\$2,427	\$2,427	\$2,427
Catch basin top deck repair.		varies					

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

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

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

### INTRODUCTION

On June 9, 2020, the City Council approved an agreement with Greene Backflow for Annual Backflow Testing and Repair Services. The agreement with Greene Backflow is scheduled to end on June 30, 2022; therefore, staff recommends extending the agreement to June 30, 2023.

### STATEMENT OF FACT

The agreement with Greene Backflow ensures that proper safeguards are both in place and functioning correctly in order to protect our potable water system from the potential contamination risks imposed by cross connections. Through Greene Backflow's testing procedures, customers with backflow devices are able to have their devices tested and certified at their own cost. To date, Greene Backflow has fulfilled all contractual obligations in regards to the testing and repair of both "city" and "non-city" backflow devices to a high level of satisfaction for City staff. Therefore, staff recommends extending the agreement with Greene Backflow to June 30, 2023, for an amount not to exceed \$20,000.00 for FY 2022-2023.


### FISCAL IMPACT

Funds are proposed in Operating Account 75008200 51000 Contractual Services for an amount not to exceed \$20,000.00 for FY 2022-2023.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the agreement with Greene Backflow of Santa Clarita, CA for Annual Backflow Testing and Repair Services to June 30, 2023; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager



**FIRST AMENDMENT TO AGREEMENT  
FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and GREENE BACKFLOW, sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 9, 2020, the CITY and SERVICE PROVIDER entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL SERVICES FOR ANNUAL BACKFLOW TESTING AND REPAIR SERVICES"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2023.

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

TERM. This agreement shall be extended until June 30, 2023 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER a sum not to exceed \$20,000.00 for FY 2022-2023.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

By: \_\_\_\_\_  
Greene Backflow

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Amendment of Storm Water Services Agreement with John L. Hunter & Associates (JLHA)

### INTRODUCTION


The City has utilized storm water consultant services for the past several years. The services provided for under the proposed agreement include assisting the City in storm water inspections, annual reporting assistance, Safe Clean Water Program assistance and reporting, and review of development and redevelopment plans to meet Low Impact Development (LID) requirements. Additional storm water assistance may be required in order to comply with any new reporting requirements.

### STATEMENT OF FACT

The City has been using a storm water consulting firm to provide assistance with compliance with the National Pollution Discharge Elimination System (NPDES). JLHA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time-and-material basis, under JLHA's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with JLHA and provide written authorization to proceed.

### RECOMMENDATION

It is the recommendation of staff that the City Council amends the storm water services agreement with John L. Hunter & Associates for period ending June 30, 2023, in a not-to-exceed budgeted amount for storm water consultant services and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
STORM WATER SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
JOHN L. HUNTER & ASSOCIATES

Per Section 5 of the Agreement dated October 14, 2014, the undersigned agree to extend the agreement for storm water services dated the 14th day of October 2014 under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as amended as follows:

1. Section 2 Compensation for Services to include an update to the current fee schedule on a time and material basis when approved by the City, at a rate set forth in Exhibit A "Fee Schedule" for services incorporated herein.

Dated the 14th day of June 2022.

JOHN L. HUNTER

CITY OF LAKEWOOD

---

Mayor

ATTEST

---

City Clerk

Approved as to form:

---

City Attorney

## JLHA Rate Schedule 2022

Principal	\$210 / hour
Director	\$185 / hour
Program Manager	\$185 / hour
Staff Engineer	\$185 / hour
Project Manager	\$175 / hour
Assistant Project Manager	\$160 / hour
Project Engineer	\$160 / hour
Compliance Specialist II	\$130 / hour
Project Analyst II	\$130 / hour
Compliance Specialist I	\$120 / hour
Project Analyst I	\$120 / hour
Administrative Assistant, Laborer (OSHA 40hr certified)	\$80 / hour
Inspection – Combined NPDES and IW/FOG, or CBR and IW/FOG	\$165 / unit
Inspection – NPDES (industrial/commercial) or IW/FOG facility	\$130 / unit
State Certified Laboratory Analysis	Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	\$275 / hour
Subcontracted equipment	Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

**FIRST AMENDMENT TO**  
**AGREEMENT FOR PROVISION OF CITY ATTORNEY SERVICES**

This Amendment is made and entered into as of June 14, 2022, by and between the City of Lakewood, a California general law city ("City") and Jones & Mayer, a professional law corporation ("Contractor"). It amends the "Agreement for Provision of City Attorney Services" (the "Agreement") that the parties entered into as of July 1, 2020. In consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Beginning on July 1, 2022, Contractor may adjust any of the fees and rates set forth in Sections 4 and 5 of the Agreement by percentages that do not exceed the net percentages of pay increases granted to unrepresented management level City employees, subject to a cap of a 3% increase for each category in any fiscal year.
2. In all other respects, the Agreement shall remain in full force and effect.

Intending to be legally bound, the parties' authorized representatives have executed this Agreement in the spaces below, as of the date first set forth above.

City of Lakewood

\_\_\_\_\_  
Steve Croft, Mayor

Attest:

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

Jones & Mayer

\_\_\_\_\_  
Richard D. Jones

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Amendment of Agreement for Elevator Preventative Maintenance and Repair Services with Liftech Elevator Services, Inc.

### INTRODUCTION

Liftech Elevator Services, Inc. has been assisting the City in providing repair and preventative maintenance on the city's three elevators since July 2009. Staff recommends their agreement be amended.

### STATEMENT OF FACT


The City has a substantial investment in the elevators at The Centre at Sycamore Plaza and Burns Community Center. Elevators are licensed by the State and require routine maintenance, inspection and testing services in order to maintain their state certifications. Occasionally, the elevators will require repairs. Downtime of an elevator must be kept to a minimum. Liftech Elevator Services, Inc. has been providing these services for several years. Currently the elevator at Burns Community Center is maintained by a separate service provider. Liftech will be providing maintenance services for the two elevators at the Centre at Sycamore Plaza.

Staff recommends that the existing service provider agreement with Liftech Elevator Services, Inc. be amended for fiscal year 2022-2023 to provide for general preventative routine maintenance, inspections and required testing. Staff believes their rates are very competitive and they are available for on-call emergency services as needed. Funds have been budgeted in the Public Works Facilities division for such services. This amendment updates their standard monthly rates for the upcoming fiscal year.

### RECOMMENDATION

Staff recommends that the City Council:

Amend the elevator services agreement with Liftech Elevator Services, Inc., for a period of one year ending June 30, 2023, in an amount not-to-exceed \$20,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ELEVATOR MAINTENANCE AND REPAIR SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND LIFTECH ELEVATOR SERVICES, INC.

The Agreement dated June 23, 2009, as amended, is further hereby amended as follows:

1. Paragraph 1– Scope of Services, the undersigned agree to amend the 2019 service fee rates contained in Exhibit A of said Agreement, Amendment to establish new rates based on the attached Fee Schedules dated June 2022.
  
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for elevator maintenance and repair services identified in said Agreement, under the same terms and conditions for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 23, 2009, as amended June 22, 2010, June 25<sup>th</sup>, 2013, June 27<sup>th</sup>, 2017, June 12<sup>th</sup>, 2018, and June 11<sup>th</sup> 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
Dan Simon  
Liftech Elevator Services, Inc.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

June 2, 2022

City of Lakewood  
5050 N. Clark Ave.  
Lakewood, CA 90712

**Referenced Property:**

The Centre  
5000 Clark Ave.  
Lakewood, CA 90712

Dear Accounts Payable,

Per the terms and conditions of the service contract, Liftech Elevator Services, Inc. will be increasing your monthly Service Contract from **\$406.00 per month** to **\$426.00 per month** for the next twelve (12) months.

This increase will take effect on your anniversary date of **July 1, 2022**.

Thank you for your continued business with us and please do not hesitate to contact me if you need any further assistance at [Suriel@liftechelevator.com](mailto:Suriel@liftechelevator.com).

Sincerely,

*Suriel Castro*

Suriel Castro  
Administrative Manager  
Liftech Elevator Services, Inc.



**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Approve Amendment of Transportation Planning and Engineering Services Agreement with LSA Associates, Incorporated

**INTRODUCTION**

LSA has assisted the City with transportation planning and engineering related services for several years. LSA is available to provide planning and engineering for large and small projects when requested by the city on an as needed basis.


**STATEMENT OF FACT**


The City is in need of the part-time services of a contract transportation planning and engineering firm and LSA has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

LSA has provided transportation planning and engineering services for the City in a very professional and cost effective manner.

**RECOMMENDATION**

That the City Council extend the transportation planning and engineering services agreement with LSA for a period ending June 30, 2023, in an amount not to exceed budgeted amounts for transportation planning and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
TRANSPORTATION PLANNING AND ENGINEERING SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
LSA ASSOCIATES, INC.

Per Section 4 of the Agreement dated July 1, 2002, the undersigned agree to extend the agreement for transportation planning and engineering services dated the 1<sup>st</sup> day of July 2002 under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the June 2022 Hourly Billing Rates for services actually rendered."

Dated the 14th day of June 2022.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST:

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

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

**COUNCIL AGENDA**

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Agreement with Macerich Lakewood LP for Law Enforcement Services at Lakewood Center Mall

**INTRODUCTION**

The City of Lakewood contracts with the Los Angeles County Sheriff's Department for deputies assigned to Lakewood Center Mall. Cost of the deputies is shared with the managing agent, Macerich Lakewood LP (Macerich).

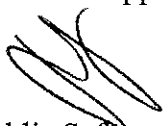
**STATEMENT OF FACTS**

The City contracts with the Los Angeles County Sheriff's Department for two 40-hour relief deputies who are assigned to Lakewood Center Mall. The cost per deputy for FY 2022-2023 is \$367,869.54, inclusive of the Liability Trust Fund surcharge. The Agreement with Macerich provides that Macerich will fund the cost of one deputy and reimburse the City \$30,655.80 per month for 12 months beginning July 1, 2022.

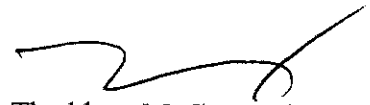
**RECOMMENDATION**

Staff recommends that the City Council approve the agreement with Macerich Lakewood LP for funding a deputy sheriff from July 1, 2022 through June 30, 2023, and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager



## LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement (referred to herein as this "Agreement"), is made as of June 14, 2022, by and between **Macerich Lakewood LP**, a Delaware limited partnership (referred to herein as "Manager"), and the **City of Lakewood**, a municipal corporation (referred to herein as "City"), based upon the following facts and circumstances:

A. Manager is the managing agent on behalf of the owner(s) of the shopping center located at 500 Lakewood Center Mall, Lakewood, CA 90712 and commonly known as Lakewood Center (referred to herein as the "Center"); and,

B. City contracts with the Los Angeles County Sheriff's Department ( "LASD") for law enforcement services within City's territorial jurisdiction; and,

C. Manager desires to continue with the long-standing practice of collaborating with City to obtain the services of LASD deputies to perform Law Enforcement Services (as defined below) at the Center, as set forth in this Agreement.

In consideration of the fees to be paid by Manager to City and the covenants to be performed by each of the parties hereunder, Manager and City do hereby enter into this Agreement upon the terms and conditions hereinafter set forth.

**1. Law Enforcement Services.** Subject to the terms and conditions set forth in this Agreement, City hereby agrees to cause the LASD to provide Manager with uniformed LASD deputies ("Deputies") to perform law enforcement functions at the Center (referred to herein as the "Law Enforcement Services") at the times and for the amounts set forth and further described in Exhibit A, attached hereto and incorporated herein by this reference, which may be modified by the parties from time to time to meet the specific needs of the Center. Deputies working at the Center are subject to the LASD's policies and procedures and, as such, are required to observe the LASD's standards of conduct and uniform and shall not be required to perform tasks that are outside the routine services provided by the LASD to the general public. Discipline for Deputies will be initiated by the LASD only and Manager shall have no liability with respect to any disciplinary action taken against any Deputy. It is understood by the parties that the LASD and its Deputies do not owe a greater level of police services or protection under this Agreement than is owed to the public generally.

**2. Term.** The term ("Term") of this Agreement shall commence on July 1, 2022 and shall expire on June 30, 2023, unless sooner terminated as provided for herein. Either party may terminate this Agreement at any time and without cause upon thirty (30) days' prior written notice. City may, at its discretion, cancel any or all contracted Law Enforcement Services at any time due to unavailability of Deputies, or due to emergencies.

**3. Payment for Services.** Manager shall pay to City, within thirty (30) days of receipt of an invoice from City, the agreed upon costs (as set forth in Exhibit A) to City for providing the Law Enforcement Services at the Center.

**4. Notices.** All notices, demands, requests and other communications hereunder shall be in writing either personally delivered or mailed, via certified mail, return receipt requested, or sent by reputable overnight courier to the following addresses:

If to Manager, to: c/o The Macerich Company  
401 Wilshire Boulevard, Suite 700  
Santa Monica, CA 90401  
Attn: General Counsel

If to City, to: City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712  
Attn: Joshua Yordt, Director of Public Safety

or to such other address as either party may direct by notice given to the other as hereinabove provided. Notices will be deemed to have been given upon either receipt or rejection. For notices to be delivered to Manager, a copy shall also be sent to the manager for the Center.

**5. Miscellaneous.**

a. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

c. In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding.

d. Except as the parties may specify in writing, neither party shall have the authority, express or implied, to act on behalf of the other party in any capacity whatsoever as an agent. Neither party shall have any authority, express or implied, pursuant to this Agreement to bind the other to any obligation whatsoever.

e. All Deputies will be employees of the LASD only, and will at all times be subject to the direct supervision and control of the LASD. Manager shall not have any responsibility for paying the salaries, statutory benefits (including Worker's

Compensation), insurance, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes) and any other expenses relating to each such employee of the LASD.

f. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right thereunder.

g. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date aforesaid.

**Manager**

MACERICH LAKEWOOD LP,  
a Delaware limited partnership

By: Macerich Lakewood GP LLC,  
a Delaware limited liability company  
its general partner

**City**

CITY OF LAKEWOOD,  
a municipal corporation

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

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

Name: \_\_\_\_\_

Name: Steve Croft

Title: \_\_\_\_\_

Title: Mayor

## EXHIBIT A

### 1. Payment:

- a. Provided City is discharging its obligations hereunder, as full payment for all Services rendered under this Agreement, Manager shall pay City in accordance with the following:
  - i. Manager shall pay to City as the service fee (the "Service Fee") the sum of \$30,655.80 per month, which shall be due and payable on the fifteenth day of each month. City shall invoice Manager monthly for each such payment.
  - ii. In the event that this Agreement is terminated by either party, with or without cause, Manager will receive a pro-rata refund of the then applicable Service Fee, to the extent applicable.

### 2. Services:

- a. City shall cause the LASD to staff the Center during the Term with two Deputies for 40 hours per week, to be scheduled as agreed by the parties. It is the intent of the parties for the Deputies to be solely stationed at the Center and not to leave the Center unless it pertains to Center business. Manager and City shall periodically confer with respect to scheduling, patrolling, and other related police activities so as to arrange for proper police coverage within the Center building and adjacent parking areas coincident with those days and times during which police services are required by the Manager. The parties shall designate representatives and establish appropriate lines of communication.
- b. Manager shall exercise its own discretion and control over its private security personnel.
- c. The Deputies shall be supervised by the Lakewood Sheriff's Station Captain, or his/her designee. Any requests for specific activities or modification to schedules involving the Deputies shall be submitted to and approved by the Captain, or his/her designee.

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Second Amendment to Professional Services Agreement (PSA) for SCADA System Maintenance

### INTRODUCTION

On July 1, 2020, the City Council approved a Professional Services Agreement (PSA) for SCADA System Maintenance with Macro Automatics Corporation (MAC). The agreement with MAC is scheduled to end on June 30, 2022; therefore, staff recommends extending the agreement to June 30, 2024, per the stated renewal terms of the original agreement approved on July 1, 2020.

### STATEMENT OF FACT

The City of Lakewood's Department of Water Resources has identified a few projects that are integral to the maintenance of the DWR system and would require MAC's expertise, specifically in the support and maintenance of our SCADA system. The scope of these projects will span the next two Fiscal Years and include start-up procedures for the Mayfair Park Stormwater Project, maintenance of the SCADA systems for both the Bolivar Park and Caruthers Park Stormwater Projects, as well as installation of Plant 13 Water Treatment Plant instrumentation and programming of new VFDs. Also included in the scope of work for the next two Fiscal Years is the routine identification and repair of any failures in PLC and control panel equipment, field instruments, central computer system, and communications equipment.

Staff recommends extending the existing agreement to June 30, 2024 for an amount not to exceed \$83,300.00 for FY 2022-2023 and \$60,140.00 for FY 2023-2024.

### FISCAL IMPACT

Funds are proposed in Operating Account 75008200-51000 Contractual Services in the Department of Water Resource's proposed budget for FY 2022-2023 and FY 2023-2024.

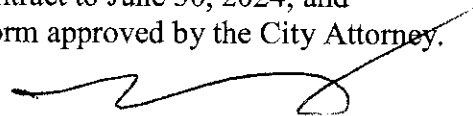
### RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Second Amendment to Professional Services Agreement with Macro Automatics Corporation to extend the existing contract to June 30, 2024; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.



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



Thaddeus McCormack  
City Manager



**SECOND AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR  
SCADA SYSTEM MAINTENANCE**

THIS SECOND AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and MACRO AUTOMATICS CORPORATION, sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on July 1, 2020, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES FOR SCADA SYSTEM MAINTENANCE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024,

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

COMPENSATION FOR SERVICES. The City agrees to pay to SERVICE PROVIDER a sum not to exceed \$83,300.00 for FY 2022-2023 and \$60,140 for FY 2023-2024.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

By: \_\_\_\_\_  
Macro Automatics Corporation

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Rental Agreement with Mother's at Work, Inc. for the use of the Burns Community Center Child Care Facility

### INTRODUCTION

The City of Lakewood recommends the renewal of the Mothers at Work, Inc. (M.A.W.) rental agreement to provide childcare services at the Burns Community Center for the period of July 1, 2022 through June 30, 2026.

### STATEMENT OF FACT

Founded in 1973 and licensed through the State of California, M.A.W. has provided quality childcare service at the Burns Community Service Center since 1976. The program operates Monday through Friday, 6 a.m. to 6 p.m. for children ages two through six. M.A.W. has a licensed capacity of 56 children and has a daily average attendance of 54 children. In accordance with State regulations, M.A.W. provides one teacher per 12 children. In addition to a daily nutrition program, M.A.W. has an Educational Director who develops curriculum, evaluates each child's early education needs and prepares programs to fit their needs.

As a condition of the rental agreement to use the 2,970 square foot childcare center, M.A.W. will pay the City of Lakewood \$3,564.28 per month for the first year, with an annual adjustment based on the April to April CPI during the term of the agreement. The monthly rental fee will offset the cost of utilities and custodial and maintenance services provided by the City for the childcare center.

### SUMMARY

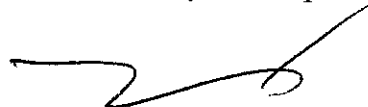
M.A.W. has consistently met the City's standards for a quality childcare program and has been a responsible tenant. Renewal of the program's rental agreement to continue to operate at the Burns Community Service Center is a benefit to Lakewood families.

### RECOMMENDATION

Staff recommends that the City Council approve the Rental Agreement with Mother's at Work, Inc. for the use of the Burns Community Center Child Care Facility for the period of July 1, 2022 to June 30, 2026.

VF

Valarie Frost, Director  
Recreation and Community Services



Thaddeus McCormack  
City Manager

**RENTAL AGREEMENT WITH MOTHER'S AT WORK, INC.  
FOR THE USE OF  
THE BURNS COMMUNITY CENTER CHILD CARE FACILITY**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2022 by and between the CITY OF LAKEWOOD, a municipal corporation, hereinafter referred to as "City", and MOTHERS AT WORK INCORPORATED, a non-profit corporation, hereinafter referred to as "Tenant."

**WITNESSETH:**

WHEREAS, the City Council of the City of Lakewood did on June 14, 2022, authorize the execution of a rental agreement for the childcare facilities of the Burns Community Center located at 5510 Clark Avenue, Lakewood California, for the operation of a community child care program by Mothers at Work, Incorporated, 5510 N. Clark Avenue, Lakewood, California, and sometimes herein referred to as Tenant; and

WHEREAS, said Tenant will occupy the child care facilities of the Burns Community Center to perform services of a community nature and for the general public benefit; and

WHEREAS, Tenant has agreed to pay for the occupancy of said portion of the Burns Community Center.

**NOW, THEREFORE, CITY AND TENANT AGREE AS FOLLOWS:**

1. City does hereby grant to Tenant the exclusive right and privilege to use and occupy that portion of the Burns Community Center located at 5510 Clark Avenue, Lakewood, California, and hereinafter referred to as "premises" and more specifically described as:

That portion of the first floor of the Burns Community Center designed specifically for use as a childcare center, illustrated and incorporated as part of this agreement by Exhibit "A" attached hereto.

2. The term shall commence on July 1, 2022 and terminate on June 30, 2026, subject to all the terms, provisions and conditions of this agreement.
3. The parties hereto agree that the approximate square footage of said premises is two thousand nine hundred seventy (2,970) square feet and City does hereby find and determine that the rental value of said premises for July 1, 2022 – June 30, 2023 will be \$3,564.28 per month. The minimum monthly rent shall be adjusted annually each May based on April to April Consumer Price Index by the Director of Finance and Administrative Services using the Consumer Price Index for Los Angeles-Riverside-Orange County for each subsequent year, through June 30, 2026. Said percentage adjustment shall be a minimum of 2% and a maximum of 4%. Said adjusted percentage shall be effective the first day of July each year. Tenant will be notified in writing what the adjusted minimum monthly rent will be each fiscal year.

It is therefore agreed by and between the parties hereto that Tenant shall pay the appropriate rent, per schedule, to City as and for the use of said premises by the 25th day of each calendar month following each month in which Tenant operates said childcare program during the term of this agreement. Rental payments for any portion of a month shall be prorated accordingly.

4. Tenant agrees to maintain on said premises complete and accurate books and records of daily attendance open to inspection by City at all reasonable times.
5. It is understood by and between the parties hereto that Tenant will provide all personnel, supplies and equipment necessary for the purpose of conducting its childcare program and that Tenant agrees to observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuation of this agreement by City, Los Angeles County, State of California, and the Federal government. Tenant must also comply with all child care licensing agency rules and regulations.
6. It is further covenanted and agreed by and between the parties hereto that said premises shall be used only for child care purposes of Tenant, and shall not be used for any services or activities that are not of a community nature or of general public benefit. It is further covenanted and agreed by and between the parties hereto that Tenant shall not sublet said premises to anyone and that Tenant shall not assign this agreement or sublease said premises without the approval of the Lakewood City Council.
7. Indemnification and Hold Harmless. City shall not be liable to Tenant for any damage to Tenant or Tenant's property, or Tenant's employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors, for any cause.

Tenant shall indemnify, hold harmless, and defend City, its elected or appointed officers, agents, officials, employees, and volunteers, each of which is an indemnitee, from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury, including death, or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Tenant, including, but not limited to, Tenant's development, construction, occupation, use, operation, or maintenance of the premise, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of City, its elected or appointed officers, agents, officials, employees, and volunteers.

Tenant waives all claims against City for damages to person or property arising for any reason except that City shall be liable to Tenant for damages to Tenant or Tenant's person or property resulting from the acts or omissions of City or its authorized agents or representatives.

Tenant hereby waives all claims and recourse against City, including the right to contribution for loss of damage by reason of death or injury to persons or damages to

property, whether the person or property of Tenant, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this agreement, except claims arising from the sole negligence or sole willful misconduct of City, its elected or appointed officers, agents, officials, employees, and volunteers.

The provisions of this section shall survive the termination or expiration of this agreement.

Tenant shall require a signed waiver and release, on a form approved by City, from any guest, invitee or person utilizing services provided by Tenant.

City shall have no responsibility to safeguard the equipment and property of Tenant or any of its invitees. City shall have no responsibility to safeguard or protect Tenant, or its employees, volunteers, invitees, customers, guests, agents, subcontractors, or contractors from bodily injury, including death, or personal injury.

In the event a claim is made against City or City is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Tenant, Tenant shall immediately notify City of such fact, and at City's option shall either retain legal counsel of City's choice to represent City in such action at Tenant sole expense or reimburse City for City's litigation costs, expenses and attorneys' fees in undertaking to represent itself.

In the event a claim is made against both City and Tenant for joint and several liability, notwithstanding any apportionment of liability between City and Tenant, Tenant shall nevertheless be responsible to indemnify and hold harmless City as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of City, its elected or appointed officers, agents, officials, employees, and volunteers.

Notwithstanding the foregoing, City shall save, keep and hold harmless Tenant and all of its officers, agents, and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operation of City, its agents or employees or contractors or any of them, or any act or omission to act on the part of said parties, or any one of them, during such time that City, its agents, employees or contractors are on premises performing any function or act including the installation of improvements to be installed by City, aforementioned.

City shall, by appropriate written notice to City, advise Tenant as soon as practicable regarding any potential liability of Tenant under this section.

8. Insurance Requirements. Without limiting Tenant's indemnification of City, and prior to commencement of this agreement, Tenant 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 City.

- a. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000.00 per occurrence for all covered losses and no less than \$4,000,000.00 general aggregate.
  - b. Worker's Compensation Insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.
9. It is agreed by and between the parties hereto that Tenant shall at all times be responsible for the planning and operation of the child care program and City's participation therein is only that of landlord as herein provided. It is further agreed by and between the parties hereto that City shall not be responsible for any costs and charges incurred in the conducting of said program when due and owing.
10. No person employed by Tenant in the performance of the childcare program shall be deemed a City employee.
11. It is further agreed by and between the parties hereto that this agreement is subject to the following conditions and that this agreement may be terminated by City if any of said conditions should be breached.
  - a. Although said premises shall be under the exclusive occupancy of Tenant, City reserves through the Director of Recreation and Community Services, in whom is vested over-all supervision of the use of said premises, or any agent or employee thereof, the right to enter said premises at any time for the purpose of ascertaining compliance with the terms and provisions of this agreement.
  - b. The use of said premises and the Program conducted thereon shall be nondiscriminatory as to sex, race, creed, or natural origin.
  - c. Tenant shall comply with or cause to be complied with any rules and regulations of the Director of Recreation and Community Services or the City Council in the occupancy of these premises. Any such rules shall be kept posted at all times on premises. Tenant acknowledges that it is its responsibility to see that said rules and regulations are complied with by its agents, employees, officers and members, as well as any member of the public.
  - d. No alteration, addition, sign, structure, or fixture shall be made or placed in or on the interior or exterior of said premises without the consent of the Director of Recreation and Community Services. Any alteration or addition installed or constructed by Tenant with the consent of the Director of Recreation and Community Services shall be the sole responsibility and charge of Tenant.

- e. Tenant shall protect the building and premises from any lien or charge whatsoever by reason of said alteration or improvement or addition. All alterations or additions or improvements shall be in accordance with the rules and regulations imposed by the Director of Recreation and Community Services or the City Council. Tenant agrees to pay and discharge all liens and obligations of any kind or nature which shall be attached to or be imposed upon said premises when created or incurred by Tenant.
12. City agrees to provide custodial maintenance services for said premises as well as utility services other than telephone and internet. City agrees to maintain said premises at the same level and standard as it maintains the remainder of the Burns Community Center. Tenant, however, covenants and agrees to keep said premises in a reasonably clean and satisfactory condition and not to deposit or accumulate on said premises any unreasonable accumulation of garbage, trash, waste, refuse, or other debris.
13. Tenant agrees to provide and pay for all telephone and computer related services necessary for Tenant.
14. It is further agreed by and between the parties hereto that nothing herein contained shall be construed as giving Tenant any right, title or interest in the land or building of City, or the equipment or fixtures located therein, including any partitions, fixtures, furniture or other equipment installed or provided by City to Tenant as part of said premises or in the performance of Tenant's duties. Partitions or improvements or fixtures installed by Tenant shall belong to City and may not be removed by Tenant unless said equipment, fixtures or fittings are not nailed, bolted, screwed or cemented or otherwise fastened to premises and may be removed without damage to premises.
15. City agrees to maintain, repair and/or replace, all equipment identified on Exhibit "B" Attached hereto. Equipment identified on Exhibit "B" belongs to City and remains on premises if this agreement is terminated.
16. City agrees to inspect and repair playground equipment located on premises. In the event that playground equipment is non-repairable, City will notify Tenant and remove any unsafe equipment. City will not purchase and replace any playground equipment. Tenant may purchase and replace playground equipment at Tenant's own expense, upon approval from City.
17. Upon termination of this agreement, Tenant agrees to vacate said premises and to restore said premises, fixtures, furniture or other equipment installed or provided by City to Tenant as part of said premises, to the same condition they were in prior to the occupancy by Tenant, except where directed otherwise by the Director of Recreation and Community Services, reasonable wear and tear excepted.
18. It is agreed by and between the parties hereto that Tenant shall have reasonable and necessary right of access to said premises and said right of access shall include the right to use the doors, hallways and grounds, and other facilities of the Burns Community

Center serving said premises. Nothing, however, herein contained shall be deemed to give or grant to Tenant the right or privilege to occupy any other portion of the Burns Community Center or the right to use any other portion of the Burns Community Center other than those portions of the Burns Community Center building and grounds necessary for the purpose of parking, ingress and egress.

19. It is understood by and between the parties hereto that City has, by this agreement, rented a portion of public property to Tenant for Tenant's exclusive use on the basis that Tenant is engaged in a program affecting the public interest. However, it is understood and agreed by and between the parties hereto that Tenant's occupancy of said premises is subordinate to the right of the public to the general use of said premises of City Council should determine that said premises should be made available for other public use. It is, therefore, agreed by and between the parties hereto that City may, at any time in its discretion, terminate this agreement upon giving Tenant one hundred eighty (180) days notice in writing of its election to terminate this agreement and Tenant agrees to vacate said premises on or before the expiration of said (180) days. It is further agreed by City that Tenant may terminate this agreement at any time by giving to City a written notice of its election to terminate this agreement at least one hundred eighty (180) days prior to the termination date.

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

To City: Director of Recreation and Community Services  
City of Lakewood  
5050 Clark Avenue, Lakewood, CA 90712

To Tenant: Wendy Moonier  
Mothers at Work Incorporated  
5510 Clark Avenue, Lakewood, CA 90712



IN WITNESS WHEREOF City has, by motion, caused these presence to be executed by the Mayor and attested by the City Clerk and the City Council has caused the same to be executed the day and year first above written.

CITY OF LAKEWOOD  
A Municipal Corporation

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

MOTHER'S AT WORK INCORPORATED

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Exhibit "A"

Burns Community Center  
Child Care Facility

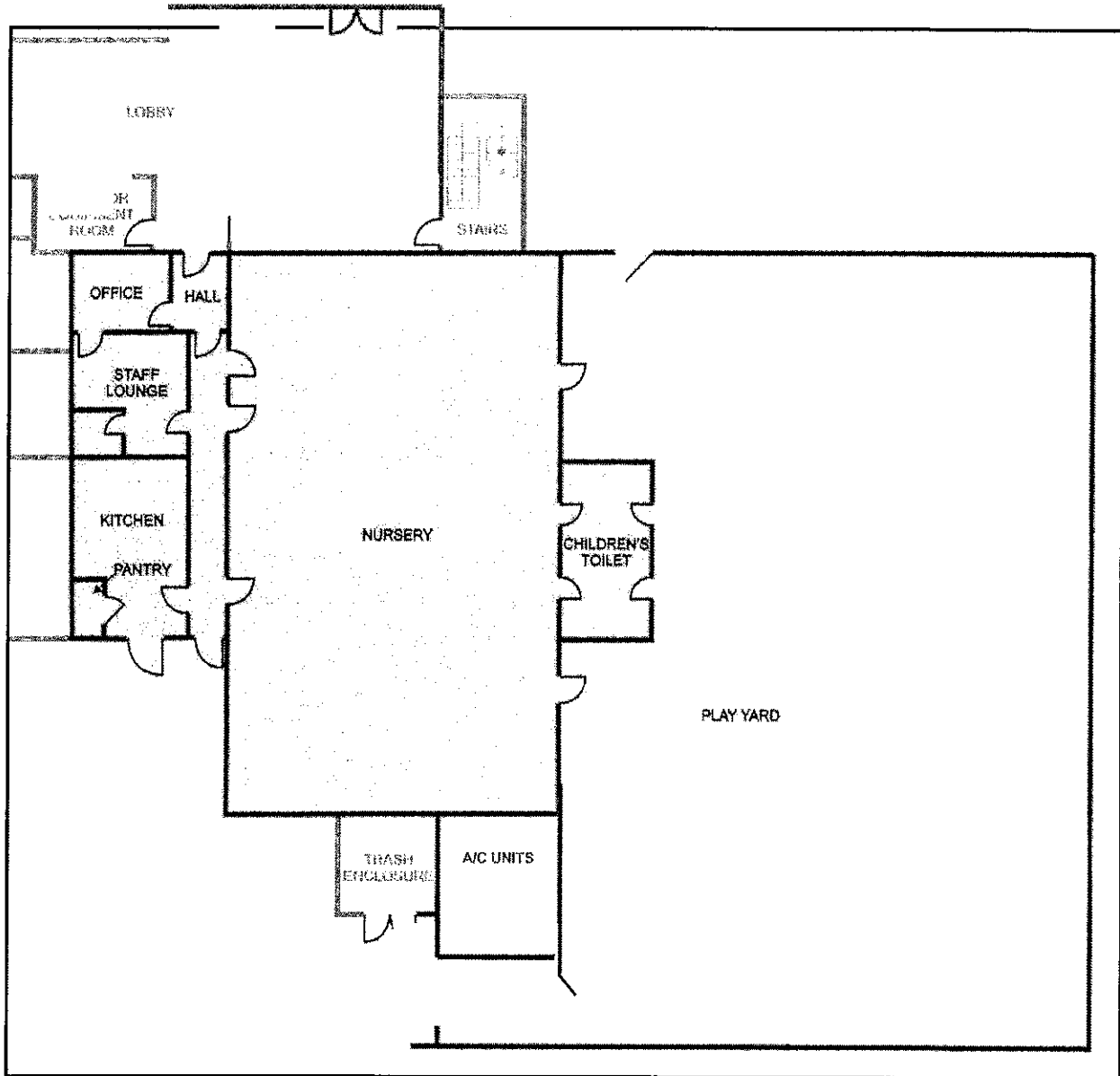


Exhibit "B"

QUANTITY

OFFICE

Modular desk unit	1
Overhead storage hutch	1

KITCHEN

Gas stove and oven – Imperial	1
Refrigerator – Frigidaire	1
Freezer – Traulsen	1
Dishwasher – Miele	1

CLASSROOM

Room partition	2
Large storage cabinets	3
Attached storage cubby units, sets	3
Open storage units, sets	2
Drinking fountain	1

PLAY YARD

Picnic table	2
Attached drinking fountain	1

CHILDREN'S RESTROOM

High closed storage cabinets, sets	2
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## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Third Amendment to Professional Services Agreement (PSA) for Design and Engineering Services for Well 13A Treatment Plant Project

### INTRODUCTION

On November 10, 2020, the City Council approved an agreement with Murraysmith, Inc. for the design and engineering services for Well 13A Treatment Plant Project. In the June 8, 2021 City Council meeting, the agreement with Murraysmith, Inc. was extended to June 30, 2022, per the terms of the original agreement.

### STATEMENT OF FACT

On November 10, 2020, the City Council awarded a contract to Murraysmith, Inc. for the design and engineering services for Well 13A Treatment Plant Project. The design for this new treatment plant has been completed but the costs of the construction phase of this project were too high and all bids were rejected. The project design was split into two different phases to reduce the scope and overall cost. City staff has selected a contractor to complete Phase I of the construction phase of this project, with Phase II expected to be bid out later this year.

Murraysmith, Inc. continues to provide needed services that are integral to the completion of the construction of the Well 13A Treatment Plant. Based on the attached scope of work provided by the consultant, an updated assessment of the costs associated with the continuing construction support for the completion of Phase I and Phase II of this project has been identified. Staff recommends that the existing agreement with Murraysmith be extended to June 30, 2023.

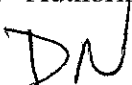
### FISCAL IMPACT

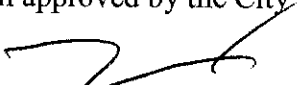
Funds exist in FY 2021-2022 PO# 21002139 sufficient for the scope of work in the existing agreement. Should the scope of work change and a need for additional funds arise, the City's Water Fund has the adequate reserve to cover any possible amendments to this agreement in FY 2022-23.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the existing Professional Services Agreement with Murraysmith, Inc. to June 30, 2023; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney

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

  
Thaddeus McCormack  
City Manager

**THIRD AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR  
DESIGN AND ENGINEERING SERVICES  
FOR WELL 13A TREATMENT PLANT PROJECT**

THIS THIRD AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and MURRAYSMITH, INC., sometimes hereinafter referred to as CONSULTANT.

W I T N E S S E T H:

WHEREAS, on November 10, 2020, the CITY and CONSULTANT entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT WITH MURRAYSMITH, INC."; and

WHEREAS, on June 8, 2021 the CITY and CONSULTANT extended the existing agreement until June 30, 2022; and

WHEREAS, on June 8, 2021 the CITY and CONSULTANT appropriated additional funds related to the design modification and construction support for the Well 13A Treatment Plant; and

WHEREAS, the CITY and CONSULTANT desire to extend the existing agreement until June 30, 2023;

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

TERM. This agreement shall be extended until June 30, 2023 and may be renewed by the City with the concurrence of the CONSULTANT for any successive one-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

CONSULTANT

By: \_\_\_\_\_  
Murraysmith, Inc.

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Extension of Engineering and Traffic Survey Services Agreement with Newport Traffic Studies

### INTRODUCTION

Newport Traffic Studies (NTS) has assisted the City with traffic-related services over the past several years. These services include conducting traffic counts for the Traffic Census Report, radar studies that must be filed with the Court for enforcement of speed limit violations, and various other traffic engineering services as requested by the City on an as needed basis.


### STATEMENT OF FACT

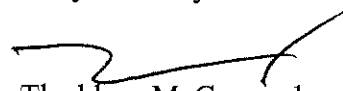
The City is in need of the part-time services of a contract engineering and traffic survey firm and NTS has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement.

NTS has provided engineering and traffic survey services for the City in a very professional and cost effective manner.

### RECOMMENDATION

That the City Council extend the engineering and traffic survey services agreement with NTS for a period ending June 30, 2023, in an amount not to exceed budgeted amounts and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ENGINEERING AND TRAFFIC SURVEY SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
NEWPORT TRAFFIC STUDIES

Per Section 10 of the Agreement dated November 14, 2000, the undersigned agree to extend the agreement for engineering and traffic survey services dated the 14th day of November 2000 under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as amended and as further amended as follows:

1. Revise first paragraph, Section 3 Payment to read "For and in consideration of the engineering performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate set forth in the January 2022 Hourly Billing Rates for services actually rendered."

Dated the 14th day of June 2022.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

Approved as to form:

ATTEST:

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

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

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Amendment for Environmental Consulting Services with Nicholls Consulting

### INTRODUCTION

The City has utilized solid waste consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental-related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. Nicholls Consulting has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates established by the State.


### STATEMENT OF FACT


The City is in need of on-call services from an environmental services consulting firm. Nicholls Consulting has the experience to perform all aspects of the scope of work outlined in their existing agreement. The work is performed on a time-and-material basis, under Nicholl Consulting's standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with Nicholls Consulting and provide written authorization to proceed.

When Nicholls Consulting is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services Agreement. For smaller projects or studies where fees are less than \$20,000, Nicholls Consulting provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the solid waste operating budget or with Beverage Container Recycling or Used Oil Recycling grant funds.

### RECOMMENDATION

It is the recommendation of staff that the City Council amends the environmental services agreement with Nicholls Consulting for a period ending June 30, 2023 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager



RENEWAL OF AGREEMENT FOR  
ENVIRONMENTAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
NICHOLLS CONSULTING

Per Section 5 of the Agreement dated July 21, 2016, the undersigned agrees to extend the agreement for environmental services under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as amended and as further amended as follows:

1. Revise first paragraph, Section 2 Compensation for Services to include an update to the current fee schedule on a time and material basis when approved by the City, at a rate set forth in Exhibit A "Fee Schedule" for services actually rendered.

Dated the 14th day of June 2022.

NICHOLLS CONSULTING

CITY OF LAKEWOOD

\_\_\_\_\_  
Mayor

ATTEST

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

Approved as to form:

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



P.O. Box 10335  
Torrance, CA 90505

**CITY OF LAKEWOOD FEE SCHEDULE  
(Effective July 1, 2022 through June 30, 2023)**

**PROFESSIONAL SERVICES RATE SHEET**

Staff	Rate/Hour
Principal.....	\$95.00
Professional Staff.....	\$65.00
Administrative/Clerical.....	\$50.00

**General Terms**

1. Scheduled rates are effective through June 30, 2023. Work performed thereafter is subject to a new Fee Schedule.
2. Scheduled labor rates include overhead, administration, overtime, holidays, and profit.
3. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence are billed at actual cost plus a five percent administrative fee.
4. Copies and printing (over 15 pages) will be billed at \$0.20 per page.
5. Outside printing services will be billed at actual cost, plus a five percent administrative fee.
6. Mileage is charged at the stated Federal rate, which may adjust every calendar year. In CY2022, the rate is \$0.585/mile.
7. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
8. Payment of Nicholls Consulting, Inc. invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by Nicholls Consulting, Inc. in collecting any amounts past due and owing on client's accounts.
9. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** First Amendment to Professional Services Agreement (PSA) for Maintenance of the Bolivar Park Stormwater Capture Facility

### INTRODUCTION

The Bolivar Park Stormwater Capture Facility has been in operation since May 2018. This Stormwater Capture Facility has resulted in captured water being used both for irrigation and for the replenishment of our groundwater through infiltration into the ground.

### STATEMENT OF FACT

The Bolivar Park Stormwater Capture Facility has been in operation for over four years, and has collected and diverted over 113 million gallons of both wet and dry weather flow. With the capture of wet and dry weather flow comes the need for routine inspection and maintenance, clearing of underground storage basins, inspection and maintenance of the pump station, and the cleaning out of the Nutrient Separating Baffle Box (NSBB). O.C. Vacuum has been the City's sole provider of these services and has provided the City with timely and efficient service.

With their existing professional relationship and the satisfactory completion of aforementioned projects, DWR staff confidently recommends extending the existing Professional Services Agreement with O.C. Vacuum Environmental Services for the Maintenance of the Bolivar Park Stormwater Capture Facility until June 30, 2024, in an amount not to exceed \$80,000.00 for both FY 2022-2023 and FY 2023-2024.


### FISCAL IMPACT

Regional Measure W Funds will be used for these services for FY 2022-2023 and FY 2023-2024.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the existing Professional Services Agreement with O.C. Vacuum Environmental Services for Maintenance of Bolivar Park Stormwater Facility to June 30, 2024; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and O.C. VACUUM ENVIRONMENTAL SERVICES., sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 8, 2021, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR MAINTENANCE OF BOLIVAR PARK STORMWATER FACILITY."; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024; and

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

PAYMENT. The City agrees to pay SERVICE PROVIDER for Services satisfactorily performed in accordance with the cost of design modification and construction support, in an amount not to exceed \$80,000.00 for both FY 2022-2023 and FY 2023-2024.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

By: \_\_\_\_\_  
O.C Vacuum Environmental Services

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renewal of Agreement for On-Call Hazardous Waste Removal Services with Ocean Blue Environmental Services, Inc.

### INTRODUCTION

Ocean Blue Environmental Services, Inc. has been our on-call service provider to provide hazardous waste removal services for the City of Lakewood. Staff recommends their agreement be renewed.

### STATEMENT OF FACT

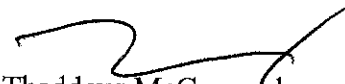
The City relies on hazardous waste removal services to pick up hazardous materials from our City Yards and clean up emergency hazardous waste spills and homeless encampments. Ocean Blue Environmental Services, Inc. has the required skills to provide such services. Due to the unforeseen circumstance of hazardous waste emergencies and the importance of providing hazardous waste clean-up in a timely fashion, staff recommends renewing the contract service provider agreement with Ocean Blue.

### RECOMMENDATION

Staff recommends that the City Council:

Renew the environmental services agreement with Ocean Blue Environmental Services, Inc., for a one-year period ending June 30, 2023, in an amount not to exceed \$135,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
HAZARDOUS WASTE REMOVAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND OCEAN BLUE ENVIRONMENTAL  
SERVICES, INC.

The Agreement dated December 13, 2016 is hereby amended as follows:

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for hazardous waste removal services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of December 13, 2016, as amended on November 11, 2020, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
Justin Lee, Director of Administration  
OCEAN BLUE ENVIRONMENTAL SERVICES,  
INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

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

### INTRODUCTION

On June 8, 2021, the City Council approved a Professional Services Agreement (PSA) for On-Call Electrical Services with Oscar's Electric, Inc.. The agreement is scheduled to end on June 30, 2022; therefore, staff recommends extending the contract to June 30, 2024 per the stated renewal terms of the original agreement approved on June 8, 2021.

### STATEMENT OF FACT

As part of normal operations, electrical issues are encountered throughout the year to integral pieces of equipment that require a swift response by an electrical contractor that has the requisite skill, experience, and equipment to complete the job. The Department of Water Resources has been using Oscar's Electric, Inc. as their on-call electrical contractor since 2014. In these past 8+ years, Oscar's Electric, Inc. has performed service on pump motors, control panels, variable frequency drives (VFDs), installed various power monitors, and has worked on rewiring a few of the valves on the DWR Arsenic Treatment system.

Staff recommends extending the existing contract to June 30, 2024, per the stated renewal terms of the original agreement. Services will be performed on a time and materials basis for an amount not to exceed \$20,000.00 for both FY 2022-2023 and FY 2023-2024.

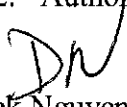
### FISCAL IMPACT

Sufficient funds exist in the Department of Water Resource's proposed budget for FY 2022-2023 and FY 2023-2024.

### RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to Professional Services Agreement with Oscar's Electric, Inc. to extend the existing contract to June 30, 2024; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO AGREEMENT  
FOR ON-CALL EMERGENCY ELECTRICAL SERVICES**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and OSCAR'S ELECTRIC, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

WITNESSETH:

WHEREAS, on June 8, 2021, the CITY and SERVICE PROVIDER entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL ELECTRICAL SERVICES"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024.

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

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive two-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

By: \_\_\_\_\_  
Oscar's Electric, Inc.

Assigned to the Director of Water Resources



**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Approve Amendment of Agreement for Traffic Striping Maintenance Services with PCI

**INTRODUCTION**

PCI has assisted the City with traffic striping maintenance services for the past five years. The City does not have its own crews or equipment for maintenance of traffic striping.

**STATEMENT OF FACT**

PCI has provided traffic striping maintenance services for the past five years for the City in a very professional and cost effective manner.

The Agreement with PCI entitles them to a price increase based on the April to April CPI for this area. The proposed Schedule of Compensation reflects a 7.87% CPI increase which is the CPI increase for this area during the past year.

**RECOMMENDATION**

That the City Council extend the traffic striping maintenance services agreement with PCI for a period ending June 30, 2023, in an amount not to exceed budgeted amounts for pavement striping and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ENGINEERING SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
PCI

Per Section 15 of the Agreement dated June 27th, 2017, the undersigned agree to extend the agreement for traffic striping maintenance services under the same terms and conditions for one year commencing July 1, 2022 and ending June 30, 2023 except as further amended as follows:

1. Exhibit A "Schedule of Compensation" is incorporated herein.

Dated the 14th day of June, 2022.

ENGINEER

CITY OF LAKEWOOD

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Mayor

ATTEST

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

Approved as to form:

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

**CITY OF LAKEWOOD  
 AGREEMENT  
 FOR  
 TRAFFIC STRIPING MAINTENANCE - 2023  
 EXHIBIT A**

**SCHEDULE OF COMPENSATION**

PCI has carefully examined the herein proposal documents of the City of Lakewood and agrees to provide the following specified services to the City of Lakewood for a term ending June 30, 2023. The City of Lakewood will have the right to extend the Agreement yearly with annual price adjustments to be negotiated at that time, however not to exceed the increase (or decrease) represented in the U.S. Consumer Price Index, Los Angeles – Riverside – Orange County, California for April of the year for which adjustments are contemplated.

**A. Maintenance Unit Prices (Thermo)**

<b>Item No.</b>	<b>Description (Caltrans StanPlans)</b>	<b>Units</b>	<b>Unit Price</b>
1	Detail 2 (Thermo)	LF	\$0.47
2	Detail 9 (Thermo)	LF	\$0.66
3	Detail 22 (Thermo)	LF	\$1.07
4	Detail 29 (Thermo)	LF	\$1.01
5	Detail 32 (Thermo)	LF	\$1.07
6	Detail 38 (Thermo)	LF	\$1.19
7	Detail 39 (Thermo)	LF	\$0.47
8	Type IV Arrow (Thermo)	EA	\$95.44
9	4-inch Traffic Stripe (Thermo)	LF	\$0.71
10	12-inch (Limit Lines, Crosswalks) (Thermo)	LF	\$3.34
11	Pavement Markings (Legends) (Thermo)	SF	\$6.56
12	Raised, Reflective Pavement Markers (in addition to ones in above Details)	EA	\$5.95

**EXHIBIT A (continued)**

**B. Maintenance Unit Prices (Paint)**

<b>Item No.</b>	<b>Description (Caltrans StanPlans)</b>	<b>Units</b>	<b>Unit Price</b>	
1	Detail 1 (Paint)	LF	\$0.14	
2	Detail 8 (Paint)	LF	\$0.14	
3	Detail 21 (Paint)	LF	\$0.27	
4	Detail 28 (Paint)	LF	\$0.27	
5	Detail 31 (Paint)	LF	\$0.27	
6	Detail 38A (Paint)	LF	\$0.27	
7	Detail 39 (Paint)	LF	\$0.23	
8	Type IV Arrow (Paint)	EA	\$65.63	
9	4-inch Traffic Stripe (Paint)	LF	\$0.36	
10	12-inch (Limit Lines, Crosswalks) (Paint)	LF	\$1.61	
11	Pavement Markings (Legends) (Paint)	SF	\$4.77	
12	Curb Painting (Paint)	LF	\$1.49	

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renewal of Agreement with Pocock Design Solutions Inc. – On-Call Mechanical and Plumbing Engineering Services

### INTRODUCTION

In the course of work assigned to the Public Works Department specialized engineering and technical consultants are needed. Pocock Design Solutions Inc. (PDS) has been our on-call service provider to provide mechanical and plumbing engineering services for the City of Lakewood. Staff recommends their agreement be renewed.

### STATEMENT OF FACT

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

PDS performs mechanical and plumbing engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. PDS provides design engineering services as required to provide both HVAC systems and plumbing systems designs that comply with California code. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement.

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

### RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with Pocock Design Solutions for mechanical and plumbing engineering services for a one-year period ending June 30, 2023, in an amount Not-To-Exceed \$60,000, and authorize the Mayor and City Clerk to sign the amendment in a form as approved by the City Attorney.

Kelli Pickler  
Director of Public Works

  
Thaddeus McCormack  
City Manager

AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF LAKEWOOD AND POCOCK DESIGN SOLUTIONS INC.

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

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for mechanical and plumbing engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 27, 2017, as amended on June 11, 2019 and March 09, 2021, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
ANDREW GOSSMAN  
POCOCK DESIGN SOLUTIONS, INC.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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



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Consulting Engineers

**Hourly Rates:**

<b><u>Classification</u></b>	<b><u>Billing Rate (Per hr)</u></b>	<b><u>Overtime Rate (Per hr)</u></b>
Principal	\$200.00	\$300.00
Engineer	\$175.00	\$262.50
Associate	\$175.00	\$262.50
Project Manager	\$165.00	\$247.50
Senior Designer	\$140.00	\$210.00
Designer	\$120.00	\$180.00
CAD Drafting	\$ 90.00	\$135.00
Clerical	\$ 70.00	\$105.00

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approval of Renewal of the Memorandum of Understanding with Red Rover to Provide Assistance for Household Pets and Service Animals Following a Major Disaster or Emergency

### INTRODUCTION

Because Red Cross shelters do not allow animals, pet owners have limited options when disasters force them from their home. The Pets Evacuation and Transportation Standards (PETS) Act requires state and local agencies to include provisions for people with pets or service animals to safely evacuate with their animals in the event of a disaster.

### STATEMENT OF FACT

On Friday, October 6, 2006, President Bush signed into law H.R. 3858, the Pets Evacuation and Standards Act of 2006, which amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act, to ensure state and local emergency preparedness operational plans address the needs of individuals with household pets and service animals following a major disaster.

To serve the needs of Lakewood residents with concerns for the care of their pets/service animals after a disaster, staff initiated an agreement with Red Rover to care for displaced animals should the need arise due to an emergency event.

This agreement provides a broad framework for cooperation and communications between Red Rover and the City of Lakewood in providing assistance and service to Lakewood residents' animal victims of disaster.

### SUMMARY

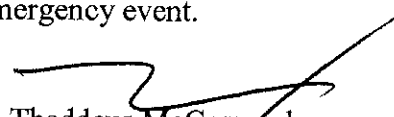
In order to comply with the Pets Evacuation and Standards Act of 2006, the city has maintained a Memorandum of Understanding (MOU) with Red Rover to provide care for Lakewood residents' household pets and service animals in the wake of a disaster. An extended agreement, proposed to terminate on June 15, 2027 will maintain an MOU for an additional five (5) years. The MOU may be terminated by written notification from either party at any time.

### RECOMMENDATION

It is staff's recommendation that the City Council approve the renewal of the Memorandum of Understanding with Red Rover for operational assistance with the care of household pets and service animals of Lakewood residents during an emergency event.

**VF**

Valarie Frost, Director  
Recreation and Community Services

  
Thaddeus McCormack  
City Manager



## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Authorize Amendment No. 7 to the Agreement with R.F. Dickson for Street Sweeping Services

### INTRODUCTION

The City currently contracts with R.F. Dickson Company for street sweeping services. On February 28, 2012, Council authorized Amendment No. 5 to Dickson's contract which allowed for a term of five years and four months, as well as two subsequent 5-year term extensions. The initial term expired on June 30, 2017. Council authorized the first 5-year term extension in 2017 and approved Amendment No. 6 in 2019 which added one more additional term extension to the contract. As of this date, two additional term extensions remain.

### STATEMENT OF FACT

For over 60 years of service, R. F. Dickson Company has been an integral part of the group of Lakewood service contracts. They have maintained a reputation as an efficient, responsible service provider. R. F. Dickson has demonstrated their understanding of Lakewood's commitment to outstanding customer service and always strives to put the customer first. R.F. Dickson's ability to adapt to the changing needs of the City has become a valued asset over the years.

Over their many years of service to Lakewood, Dickson has worked closely with staff to change their fleet to clean air vehicles. In 2019, they purchased two new technologically advanced, "Near Zero" emission sweeper trucks that use Renewable Natural Gas to sweep Lakewood streets. They have also been helpful in responding to residential complaints and concerns and have helped implement the City-wide street sweeping posting program. In addition, during difficult economic times, they have waived their contractually allowed CPI increase. For these reasons, staff recommends that Council approve Amendment No. 7 which would authorize the second of three 5-year term extensions allowed. This extension would expire on June 30, 2027, with one final extension to June 30, 2032. Amendment No. 7 would also expand non-discrimination languages to include compliance with all Federal, State, County and Local regulations.

### RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 7, which will authorize the second of three 5-year term extensions and would also expand non-discrimination language.

Kelli Pickler  
Director of Public Works

  
Thaddeus McCormack  
City Manager

CITY OF LAKEWOOD  
STREET SWEEPING CONTRACT  
AMENDMENT NO. 7

THIS AGREEMENT, made and entered into this 14th day of June, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY", and R. F. DICKSON, INC., 12524 Columbia Way, Downey, California, a corporation, hereinafter referred to as "Contractor",

WITNESSETH:

That, in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto do mutually agree as follows:

It is understood and agreed that this is an amendment to the agreement entitled "STREET SWEEPING CONTRACT" made and entered into on the 26<sup>th</sup> day of August 1997, as amended, by and between the parties and that said STREET SWEEPING CONTRACT of August 26, 1997, as amended, is hereby reaffirmed in all other aspects. In the event of any conflict between the terms and provisions of Amendment No. 7 and said STREET SWEEPING CONTRACT of August 26, 1997, as amended, this amendment shall prevail.

Paragraphs 1 and 17 of the STREET SWEEPING CONTRACT shall be deleted and replaced with the following:

1. TERM OF CONTRACT

This contract shall be for a period of five (5) years commencing on the 1st day of July, 2022 and ending on the 30<sup>th</sup> day of June, 2027, unless sooner terminated as hereinafter provided. The contract may be extended for (1) one additional (5) five-year term at the option of both parties.

17. NON-DISCRIMINATION

In connection with the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin or because an otherwise qualified person is handicapped. CONTRACTOR shall take affirmative action to insure that applicants are employed and that employees are treated, during their employment, without regard to their race, religion, sex, age, national origin or handicap. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rate of pay or other forms of compensation, and selection for training, including apprenticeship.

The agreement entitled "STREET SWEEPING CONTRACT" made and entered into on the 26th day of August, 1997, shall be further amended by adding the following paragraph:

20. APPLICABLE LAWS

CONTRACTOR shall comply with all applicable federal, state, county, and local laws, rules, statutes and regulations. In the event of any inconsistency between the contract and any such laws, rules, statutes and regulations, the laws, rules, statutes and regulations shall govern.

EXECUTED by the parties hereto the day and year first above written.

R.F. DICKSON COMPANY, INC.

CITY OF LAKEWOOD

by: \_\_\_\_\_  
Authorized Representative

by: \_\_\_\_\_  
Mayor

ATTEST

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

Approved as to form:

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

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renewal of Agreement with Richard Fisher Associates – Landscape Architectural Support Services

### INTRODUCTION

In the course of work assigned to the Public Works Department, specialized engineering and technical consultants are needed, specifically for landscape architectural support services. Richard Fisher Associates has been our on-call service provider to provide landscape architectural design services and construction observation services. Staff recommends their agreement be renewed.

### STATEMENT OF FACT

Over the past several years, the Public Works Department has undertaken a number of small and large capital improvement projects, studies, and development projects. The staff needs the assistance of specialized engineering and technical consultants for various projects. Due to this, staff recommends continuation of the on-call professional services agreement with Richard Fisher Associates.

Richard Fisher Associates performs landscape architectural design services as well as construction observation services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement.

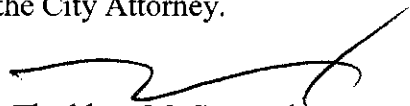
Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work is performed on a time-and-material basis, under Richard Fisher Associate's standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project, a separate fee proposal specific to the project will be submitted for authorization prior to the start of work. The attached amendment to the existing on-call agreement extends the term to June 30, 2023.

### RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the consulting agreement with Richard Fisher Associates for landscape architectural support services for a one-year period ending June 30, 2023 in an amount not-to-exceed \$20,000, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler  
Director of Public Works

  
Thaddeus McCormack  
City Manager

AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF LAKEWOOD AND RICHARD FISHER ASSOCIATES

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

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for landscape engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 27, 2017, as amended on June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
RICHARD FISHER, PRESIDENT  
RICHARD FISHER ASSOCIATES

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

3, 4



Richard  
Fisher  
Associates

**ASSOCIATES**

## SCHEDULE OF HOURLY RATES

Valid through June 30, 2023

Professional Fees proposed for any of the Landscape Architectural Design services, Plan Check/Peer Review services, Inspection services or other Landscape Architectural services will be on a Time & Materials basis. Invoices will be billed to the City once a month.

The following Fee Schedule will be the basis of Professional Fees:

### RICHARD FISHER ASSOCIATES – LANDSCAPE ARCHITECTS

Principal Landscape Architect	\$145.00
Associate / Project Manager	\$110.00
CADD Designer	\$ 85.00
Principal Plan Checker	\$145.00
Plan Checker	\$110.00
Principal Landscape Inspector	\$145.00
Landscape Inspector	\$110.00
Clerical Support	\$ 60.00

### REIMBURSABLE EXPENSES

Reimbursable Expenses are in to addition to fees for professional services and are billed at cost plus a 15% processing fee. Reimbursable Expenses may include, but are not limited to:

- A. Reprographics, such as original plots, reports, estimates, photocopying of project-related documents, copies of drawings and presentation quality perspectives.
- B. Postage, shipping and messenger expenses other than first class mail.
- C. Parking and mileage costs for meeting and site visits. The mileage rate will be equivalent to the current IRS Standard Mileage Rates.

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renew Consulting Agreement with Robert F. Daniels Structural Engineer – On-Call Structural Engineering Services

### INTRODUCTION

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

### STATEMENT OF FACT

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


Robert F. Daniels performs structural engineering services for both small projects that do not require public works contracts, as well as our larger capital improvement projects. They have provided such services on a large number of past projects as a sub-consultant under our previous on-call architectural services agreement.

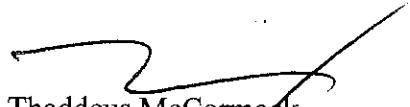
Funds have been budgeted in the Engineering division or within a specific capital project for consulting services. All work would be performed on a time-and-material basis, under Robert F. Daniels' standard rate schedule. In the event they are assigned to work on a budgeted capital improvement project,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

### RECOMMENDATION

Staff recommends that the City Council:

1. Renew the consulting agreement with Robert F. Daniels Structural Engineer for structural engineering services for a one-year period ending June 30, 2023, in an amount not-to-exceed \$20,000, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

AGREEMENT FOR SERVICES  
BETWEEN  
CITY OF LAKEWOOD AND ROBERT F. DANIELS S.E.

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

1. Paragraph 5- Term, the undersigned agree to extend the Agreement for structural engineering services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of June 27, 2017, as amended on June 11, 2019, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
ROBERT F. DANIELS, S.E.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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



**Robert F. Daniels**  
**Structural Engineer**

8350 Merilee Lane  
Flagstaff, AZ 86004-3280  
(928) 522-0109 Office  
(928) 380-5581 Cellular  
Flaggman1@live.com

June 03, 2022

File: Lakewood, CA 2022

To: Samantha Chambers  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

Re: Hourly Rates for On Call Services

Dear Ms. Chambers:

Below you will find a table containing my hourly rates for the calendar period July 2022 - June 2023.

Services	Billing Rate
Project manager/principal	\$165.00 per hour
Structural Engineer	\$135.00 per hour
Designer	\$95.00 per hour
CAD Operator/Drafter	\$80.00 per hour
Clerical	\$40.00 per hour
Misc. Expenses <sup>1</sup>	Cost plus 20%.
Travel fee: Flagstaff to Lakewood and return for requested meetings and job site visits.	\$560.00 based upon 14 hours x \$40.00 per hour <sup>2</sup>

1. Plotting, copying, shipping and etc.
2. Actual job site time and office time and office time resulting from job site conditions will be billed at standard rates.

Please contact me at your convenience if you wish clarification or further discussion of these matters. I thank the City of Lakewood for the opportunities to be of service.

Very truly yours,



Robert F. Daniels, SE



DATE SIGNED:  
June 03, 2022

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and Members of the Council

**SUBJECT:** Renewal of Agreement with Sams Painting – Fix-Up Paint-Up Program

### STATEMENT OF FACT

The Lakewood Redevelopment Agency Fix-Up Paint-Up Program was developed to provide property owners with the financial assistance needed to make necessary minor improvements to their properties to preserve the structures, increase the livability, and aesthetically enhance the overall appearance of the neighborhood. The financial assistance for this program is in the form of a grant which does not require residents to repay.


Funding for this program is provided by the Lakewood Redevelopment Agency's Housing Set Aside Funds. The improvement and preservation of housing are vital eligible activities permitted and encouraged by the State for the use of local redevelopment agencies' housing funds. Also, the rehabilitation of existing homes in Lakewood is a valid and necessary means of maintaining our existing housing stock.

Since July of 2008, the City has contracted with Samir Sindaha (dba Sams Painting) for the Fix-Up Paint-Up Program. Samir Sindaha, of Sams Painting, is a well-established licensed contractor with a state license in painting and decorating since 1986 and has done extensive work in the City of Lakewood since 2000. Mr. Sindaha provides income qualifying Lakewood residents with interior and exterior painting. He also provides services including repair and replacement of gates, fences, doors, screen, deadbolts, damaged wood replacement, and weatherization services. The current contract expires on June 30, 2022.

### RECOMMENDATION

Staff recommends that the City Council approve the renewal of the contract and scope of services to provide painting and minor home repairs to eligible homeowners through the Fix-Up Paint-Up Program with Sams Painting through June 30, 2023, within the \$21,600 budgeted for this program. Funds for this contract are included in the City's proposed FY 2022-23 budget.

  
Abel Avalos  
Director of Community Development

  
Thaddeus McCormack  
City Manager

**AGREEMENT FOR  
FIX-UP PAINT-UP PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of July 2022, by and between the City of Lakewood, a Municipal Corporation, hereinafter referred to as the "City," and SAMS PAINTING hereinafter referred to as the "Contractor."

**WITNESSETH:**

WHEREAS, the City desires to engage the Contractor to operate the neighborhood cleanup program for certain neighborhoods within the City of Lakewood to assist low income homeowners in making needed improvements to preserve and weatherproof their homes. The program has been named the Fix-Up-Paint-Up Program; and

WHEREAS, the Contractor has the necessary skills, qualifications, City of Lakewood business license and other licenses required by law to perform the services required under this agreement in connection with the Fix-Up Paint-Up Program; and

WHEREAS, it is anticipated that the maximum grants to low income homeowners will not exceed \$3,6000.00 and will service approximately six homes under the Program per year; and

WHEREAS, the Successor Housing Agency is funding the Fix-Up Paint-Up Program grants through loans that have been repaid back to the Successor Agency; and

WHEREAS, previously through the adoption of the budget the City Council, authorized a Fix-Up Paint-Up service contract.

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

1. DEFINITIONS. As used in this agreement, the following definitions shall be applicable:
  - A. Contractor. Contractor shall mean SAMS PAINTING, 1643 Michel Torena Street, Los Angeles, CA 90026.
  - B. City. City shall mean the City of Lakewood, a municipal corporation, 5050 Clark Avenue, Lakewood, California.
  - C. City Council. City Council shall mean the City Council of the City of Lakewood.
  - D. Services. Services shall mean painting and repair services to be performed by the Contractor pursuant to this agreement.
  
2. SCOPE OF SERVICES. Contractor agrees to provide the City, following written authorization from the City to proceed, services as set forth in the City of Lakewood for the Fix-Up Paint-Up Program as specified in Exhibit "A".

3. INVOICE. Contractor shall submit invoices upon completion of the services for each homeowner for which a grant is awarded. Such invoice shall: 1.) Reference the contract number assigned thereto; 2.) Describe the services performed; 3.) Show the total amount of the invoice; and 4.) Include certification by a principal member of Contractor's business that the work has been completed and performed in accordance with the provisions of this Agreement.

4. PAYMENT AND REVIEW PERIOD. The City shall review the invoices submitted by the Contractor for each home repair to ensure the services performed and repairs are consistent with the scope of services approved by the City. The City shall notify the Contractor within fifteen (15) business days of receipt of the invoice should the City determine the Contractor's work is unsatisfactory. The Contractor shall then have thirty (30) business days in which to respond or remedy said deficiencies. All costs for such corrections shall be borne by the Contractor and shall not increase the fees as described in the specific grant proposal for the homeowner. Should approval of City not be obtained within thirty (30) business days of the submission of the corrected work, the City may then terminate this Agreement upon written notice to Contractor. If City does not notify the Contractor in writing of any perceived deficiencies in work products or performance, the work shall be considered adequate and consistent with the terms of this Agreement. Payment shall be made within thirty (30) days following approval of the invoice by City.

5. COMPENSATION. The Contractor shall be compensated for all services rendered under the Scope of Services a maximum fee of Three Thousand Dollars (\$3,000) per grant. The City shall approve the specific proposal prepared by Contractor for each homeowner grant which shall not exceed the sum of \$3,000.00 unless approved by City in writing prior to commencement of the services for that homeowner.

6. INDEPENDENT CONTRACTOR. The Contractor acknowledges his independent contractor's status in performing said safety services, and risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon the Contractor pursuant to this agreement, and does hereby release the City, its officers and personnel from any liability to the Contractor for any loss or damage thereby incurred, or for contribution as a joint tortfeasor therefore, except for those acts performed by the contractor at the direction of the City.

Neither the City, nor any of its officers or employees, shall have any control over the conduct of Contractor, or any of Contractor's employees, except as herein set forth. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, representatives or agents, or in fixing their number, compensation, or hours of service. Contractor expressly warrants not to, at any time, or in any manner, represent that it, or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor is and shall at all times remain as to City, a wholly independent contractor, and Contractor's obligations to City are solely such as are prescribed by this Agreement.

Contractor shall cover all its officers and employees where required by law with workers' compensation insurance or benefits. Contractor certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

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

7. LIABILITY AND INDEMNIFICATION. Without limiting Contractor's indemnification of Agency, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency:

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

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

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

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

- **Workers' compensation insurance.** The Contractor shall obtain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code should the Contractor hire or utilize employees to assist with the Fix-Up Paint-Up Program. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

Contractor shall submit to Agency, along with the certificate of insurance. The certificate of insurance shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, City shall be notified by registered mail or certified mail, postage prepaid, return receipt requested, not less than thirty (30) days before expiration or cancellation is effective. Notice shall be sent to the Risk Manager, City of Lakewood, at the City's address listed below.

8. ASSUMPTION OF RISK. The Contractor does hereby assume all risks to himself, his personnel, subcontractors, and agents and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by the Contractor and said Contractor further releases City, its officers and employees, from any liability therefore, except to the extent same are caused by the negligence, misconduct or other fault of City, its officers, agents or employees.

9. DATA AND SERVICES. All information, data, reports, records, and maps as are existing and readily accessible in the City as necessary for the carrying out of the work shall be furnished to Contractor without charge by City. The services to be provided are set forth in Exhibit 'B' of this Agreement.

10. RECORDS. The Contractor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City at all proper times and the right to examine and audit the same, and to make transcripts there from as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission or percentage from the award or making of this Agreement, except for subcontractors, if any, listed in this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. INTEREST OF CITY REPRESENTATIVE. No member of City shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she directly or indirectly is interested; nor shall any member, officer, agent, or employee of City or City have any interest directly or indirectly in this Agreement or the proceeds thereof.

13. OWNERSHIP OF DOCUMENTS. Original documents, drawings, and reports generated by this Agreement shall belong to and become the property of City. Notwithstanding such ownership, Contractor shall be entitled to retain copies for its files and may distribute and reproduce such information as it deems appropriate. Any information furnished to Contractor by any tenant or the owner of any property within the City boundaries, which is furnished in confidence, shall not be disclosed by Contractor to either City or any other person. Any use of such material by Contractor shall be reported only in statistical form without disclosure of the identity of the person furnishing such information. The parties acknowledge that documents prepared for this project may be considered public records under the California Public Records Act (Government Code §6250, et seq.) and that disclosure by City may be required by law notwithstanding ownership rights set forth herein.

14. PUBLICATION REPRODUCTION AND USE OF MATERIAL. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor. City shall have authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement without the permission of Contractor.

15. HOLD HARMLESS. The Contractor shall indemnify, hold harmless, and defend the City of Lakewood, and their respective officers, employees and agents from any claim, demand, damage, liability, loss, cost, or expense for any damage whatsoever, including but not limited to, death or injury to any person and injury to any property, proximately resulting from any act or omission of Contractor or any of its officers, employees, servants, agents, or contractors in the performance of this Agreement.

16. PERFORMANCE BONDS. A faithful performance bond and a payment bond required to be filed by Contractor to whom the contract is awarded if the Contract involves an expenditure in excess of five thousand dollars (\$5,000.00). No work for a specific home is estimated to be over \$5,000.00. Therefore, Contractor shall not be required to provide either bond.

17. TERM AND TERMINATION. The term of this agreement shall be one year, from July 1, 2022 to June 30, 2023 unless terminated earlier by the City as provided in this section. The City may terminate this agreement at any time by giving the Contractor at least fifteen (15) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. In the event of termination, the Contractor shall be required to provide to City all invoices for finished or unfinished services and reports prepared by the Contractor as may be requested by City. Upon termination, the Contractor shall be paid the value of the work performed, less payments of compensation previously made for the same property being rehabilitated under a specific work order. Payments previously made by City to Contractor shall be credited to the amount payable to Contractor for allowable costs and fees for a specific work order. Contractor shall be entitled to terminate this Agreement with thirty (30) days written notice if any change in a government mandate affects Contractor's ability to provide the services provided for hereunder.

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

To City: Director of Community Development  
City of Lakewood  
5050 Clark Avenue  
Lakewood, California 90712

To Contractor: SAMS PAINTING  
Attn: Samir Sindaha  
1643 Michael Torena Street  
Los Angeles, CA 90026

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

CITY OF LAKEWOOD

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM

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

ATTEST:

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

SAMS PAINTING  
  
\_\_\_\_\_



**Exhibit "A"**  
**FIX-UP PAINT-UP PROGRAM**  
City Of Lakewood

Scope of Services

A performance standards list has been compiled to give quality services for our City's residents participating in any of our Housing Programs. This list will assist both City staff as well as contractors who are providing quality customer service to our residents. This outline lists the minimum standards that the City and contractors agree to provide to its clients under the City of Lakewood Fix-up Paint-up Program. City staff on an individual case-by-case basis will decide upon any specific items or issues in question that are not listed below.

1. Provide all labor, equipment, and supplies for the program.
2. Prepare work orders for all proposed repair services.
3. The repairs will be scheduled and conducted on an as-needed basis.
4. A file folder will be maintained for each home/job order, which shall include a description of repairs completed.
5. Maintain appropriate documentation and records for review and audit for purposes to ensure compliance with all City requirements.

Description of Repairs

Exterior Repairs

- 1) Exterior Painting (all wood surfaces): Both the house and garage are always to be painted unless otherwise noted. Wood surfaces include but are not limited to, fascia boards, rafter tails, and rafter covers, window sills and frames, siding, door frames, and eaves. The following measures shall be taken for these items:
  - a) Prepare for painting. Sand or scrape all loose and peeling paint. No sandblasting is permitted. Water-blasting alone cannot be substituted for sanding or scraping. Patch all necessary gaps, cracks, and holes. All fillings to match the existing color and texture of the existing wall.
  - b) Apply one coat of primer and a minimum of 2 layers (BEHR, Dunn Edwards, or better) exterior wood paint. Wood paint shall not be used on stucco surfaces. The Contractor shall have homeowner select paint color of choice and will match paint accordingly.
- 2) Exterior Painting (stucco):
  - a) Patch, fill, and sand all holes. Missing spots and cracks in the stucco to be filled with stucco patch. New patches shall be completed flush with the existing wall as closely as possible. Newly applied stucco surface to match the color and texture of the existing stucco as closely as possible. No flat stucco patches.
  - b) Paint stucco with stucco paint only (Behr or better).

- 3) Exterior Painting (wrought iron):
  - a) Clean area thoroughly and dry completely. Paint with weather-resistant paint for metal. The Contractor shall have the homeowner select paint color of choice and will match paint accordingly.
- 4) Repairs and Replacements of exterior openings:
  - a) For replacement items such as doors, garage doors, window glass, and vent screens and other items, all required hardware that is part of the item being replaced must be replaced as well. Window replacement can only be done if the Contractor has a B or C17 state license and or if a permit is required.
  - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 5) Installation of Security Devices:
  - a) Replacement or installation of security devices such as deadbolt locks, window locks, and door peephole.
  - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 6) Exterior Plumbing Repairs:
  - a) All plumbing repairs or replacement requires a B or C36 state license. The only repair that may be done without a license or permit is that of a leaky hose bib.
- 7) Fence and Gates:
  - a) Fence and gate repairs.
  - b) Fences and gates are eligible for painting. For wooden fences, see *instructions for exterior wood painting*. For wrought iron, see *exterior painting wrought iron*.
- 8) Roof Gutter Repair:
  - a) Replacement and installation of rain gutters and downspouts.
- 9) Handicap Facilitation Accessories:
  - a) Installation or repair of devices for the elderly or handicapped must meet ADA requirements.
  - b) Any scratches, holes, or cracks created by the removal and or replacement of an item must be fixed to match the existing color, material, and texture of existing.
- 10) Emergency and Energy Conservation Improvements and Repairs:
  - a) Emergency conservation repairs are eligible. This includes the installation of attic insulation and water heater insulation blankets and earthquake straps.

- b) Energy conservation improvements such as weather stripping, caulking, and replacement glazing are eligible improvements. Improvements of minimal alteration must match existing color, texture, and material as closely as possible.

#### Outreach Activities

The Housing Section will conduct all marketing for the Fix-Up Paint-Up Program.

#### Home Assessment/Work Performance/Production

1. The home assessment will consist of a pre-photo inspection to be conducted by City staff and Sam Painting.
2. If the estimate of repairs exceeds \$3,000, City Staff will consult with the homeowner to prioritize the repairs.
3. The City staff will authorize work to begin after receiving a cost estimate from Sam Painting and approval by the grant committee.
4. Sam Painting will report daily on the work to be scheduled and performed.
5. Upon completion of home repairs, City staff will perform a post photo inspection.
6. Sam Painting will be responsible for submitting to City staff all reports, expenses, and invoices. The procedures and process for invoicing and payment reimbursement shall be agreed upon before performing any repair services.
7. If any work is being done, which may involve removal or disturbance of asbestos-containing materials, Sam Painting shall notify the City to obtain an appropriate inspection by a specialist before proceeding with any such work, and follow the recommendation of such report.
8. Sam Painting shall give notices required and shall comply with all applicable laws, ordinances, and codes of the City of Lakewood and all other agencies as may be required by law.

**Exhibit "B"**  
**FIX-UP PAINT-UP PROGRAM**  
City Of Lakewood

Non-Federal Labor-Standards Provisions

The following Non-Federal Labor-Standards Provisions apply to services under the Agreement.

1. Prevailing Wage Rates

This Agreement is being entered into between Contractor and the City based upon their understanding that prevailing wages are not required to be paid by Contractor since the work to be performed consists of minor repairs to existing private residences. Contractor acknowledges that if the repairs being made to private residences pursuant to this Agreement are determined to be public improvements, certain contract requirements would be applicable in accordance with California Public Contract Code Sections 20688.1 through 20688.4, Health & Safety Code Sections 33422 through 33423, inclusive, and payment of wages pursuant to Labor Code Section 1720 et seq. Contractor shall hold harmless and indemnify City from any claim or action which may determine that such requirements are applicable to Contractor's construction or repairs on private residences pursuant to this Agreement.

2. Hours of Labor

Eight (8) hours labor constitutes a legal day's work under this contract. The time of service of any workman employed in the performance of this is restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week; provided, however, that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay. The provisions of this paragraph are mandated by Labor Code Sections 1810, 1811, and 1815.

The Contractor and each subcontractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed by him in connection with this contract. The record shall be kept open at all reasonable hours to the inspection by the public agency awarding the contract and to the Division of Labor Law Enforcement.

The Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit fifty dollars (\$50.00) each workman employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. This paragraph is included pursuant to the mandate of Labor Code Section 1813. The public agency awarding the contract is required by law to take cognizance of violations of Article 3 committed in the course of the execution of the

contract and must report such violations to the officer of the State or political subdivision who is authorized to pay the Contractor money due him under the contract.

3. Workmen's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of compensation to his employees.

The Contractor to whom the contract is awarded, in signing the contract, certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code section, and I will comply with such provisions before commencing the performance of the work of this contract."

4. Discrimination Prohibited

The Contractor shall not make any discrimination in the employment of persons for work to be done under this contract because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the California Government Code; and, if the Contractor violates this clause, he is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the California Labor Code.

5. Sanitary and Water Facilities

The Contractor shall provide, at his own expense, adequate drinking water and toilet facilities for workmen.

6. Substance Abuse Policy

Contractor shall be required to comply with and sign all proper documentation for the maintenance of a drug-free workplace. (Government Code Section 8355(c).)

7. U.S. Citizens

Contractor shall be required to comply with all provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Section 1101, et seq. as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against the City for such violation, Contractor hereby agrees to and shall reimburse City and City for the cost of all such liabilities or sanctions imposed, together with any and all costs and expenses, including attorney fees, incurred by City.

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Amendment of Environmental Services Agreement with S.C.S. Engineers

### INTRODUCTION

The City has utilized solid waste and environmental consultant services for over a decade. The services provided for under the proposed agreement include assisting the City in complying with mandated solid waste and environmental related programs, completing required reports, management of certain grant programs, and conducting training for contractors, residents, and city staff. S.C.S. Engineers has been instrumental in assisting the City in preparing many of the reports indicating the City's compliance with solid waste and other environmental mandates establish by the State.

### STATEMENT OF FACT


The City is in need of on-call services of an environmental services consulting firm. S.C.S. Engineers has the required licenses and experience to perform all aspects of the scope of work outlined in their existing agreement. The work would be performed on a time-and-material basis, under S.C.S.'s standard fee schedule. Before commencing on any specific assignment city staff will review the tasks, deliverables, and estimated costs with S.C.S. Engineers and provide written authorization to proceed.

When S.C.S. Engineers is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Professional Services agreement. For smaller projects or studies where fees are less than \$20,000, S.C.S. Engineers provides a written letter proposal with fees capped at a not to exceed amount. This proposal is authorized by the City Manager prior to starting work. All fees are either budgeted under professional services in the operating budget or within the capital project budget for a specific project.

### RECOMMENDATION

It is the recommendation of staff that the City Council amends the environmental services agreement with S.C.S. Engineers for a period ending June 30, 2023 and authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ENVIRONMENTAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
S.C.S. ENGINEERS

The Agreement dated July 1, 2001, as amended is hereby further amended as follows:

1. Revise first paragraph, Section 4 PAYMENT to read "For consideration of the environmental consulting services performed by the Consultant and when approved by the City, the City agrees to pay to the Consultant on a time-and-material basis, at a rate determined by the Schedule attached, for services actually rendered."
2. Paragraph 5- Term, the undersigned agree to extend the Agreement for environmental consultant services identified in said Agreement, as amended, under the same terms and conditions, for one year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of July 1, 2001 is reaffirmed in all other aspects, except as amended herein.  
Dated the 14<sup>th</sup> day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
S.C.S. ENGINEERS

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

Fee Schedule – 01 Long Beach ES  
(Effective April 1, 2022 through March 31, 2023)

	<b>Rate/Hour</b>
Clerical .....	75
Administrative/Secretarial .....	85
Project Administrator .....	95
Senior Project Administrator .....	125
Senior Office Services Manager.....	150
Technician .....	98
Senior Engineering Technician I.....	105
Senior Engineering Technician II.....	115
Technical Associate .....	118
CAD Drafter.....	108
CAD Designer .....	135
Associate Staff Professional.....	108
Staff Professional I.....	118
Staff Professional II.....	122
Staff Professional III.....	130
Project Professional I.....	135
Project Professional II .....	140
Project Professional III .....	145
Senior Project Professional I .....	155
Senior Project Professional II .....	160
Senior Project Professional III .....	165
Project Manager I.....	180
Project Manager II.....	195
Project Manager III.....	220
Senior Certified Industrial Hygienist .....	240
Senior Project Manager I .....	225
Senior Project Manager II.....	230
Senior Project Manager III.....	250
Senior Project Manager/Senior Project Advisor .....	270
Project Director I .....	265
Project Director II .....	270
Principals .....	See Note 7

**General Terms**

1. Scheduled rates are effective through March 31, 2023. Work performed thereafter is subject to a new Fee Schedule.
2. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.



SCS Fee Schedule

April 1, 2022

Page 2

3. Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed. Company trucks are charged at \$70 for up to a half day (4 hours) of use, and \$125 for up to a full day (company cars at \$60/\$100). These charges incorporate an allowance of 100 miles per job per day; a \$0.40 per mile surcharge is applied for additional miles. Vehicle charges for long-term and/or high-mileage projects may be negotiated on a case-by-case basis.
4. Invoices will be prepared monthly or more frequently for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
5. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's accounts.
6. For special situations such as expert court testimony and limited consultation, hourly rates will be on an individually negotiated basis.
7. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$298 for Principals, \$315/hour for Vice Presidents, \$340/hour for Senior Vice Presidents, and \$380/hour for Senior Executives.

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renewal of Agreement with Sierra Installations, Inc. for Lakewood's Street Banner Marketing Program

### INTRODUCTION

Sierra Installations, Inc. was hired in 2003 to install the city's street banner marketing campaigns, as one way of advertising citywide special events, and public awareness education. Staff recommends their agreement be renewed.

### STATEMENT OF FACT


In 2003, the City Council authorized funds for a street banner marketing program. Campaigns include advertising such as Shop Lakewood and marketing messages such as "Great Ideas Last for Generations", Neighborhood Watch, and Saving Water and Used Oil Recycling campaigns. The banners also provide the annual December holiday greetings and July fireworks education campaign.

The "Great Ideas Last for Generations" banner continues as the "default" banner, meaning it is the banner that is up on all 287 light pole locations city-wide if there is no special campaign being advertised.

### RECOMMENDATION

Staff recommends that the City Council:

Extend the agreement for the Street Banner Marketing Program for the installation, removal, cleaning and storage of city-owned banners with Sierra Installations, Inc., in an amount not to exceed \$55,000, for a one-year period ending June 30, 2023, and authorize the Mayor and City Clerk to sign the renewal agreement in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
STREET BANNER INSTALLATION AND REMOVAL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND SIERRA INSTALLATIONS, INC.

The Agreement dated August 12, 2003 as amended is hereby further amended as follows:

1. Paragraph 5 - Term, the undersigned agree to extend said Agreement for Street Banner Installation and Removal services under the same terms and conditions, for one year commencing July 1, 2022 and ending June 30, 2023, in an amount not to exceed \$55,000.

The Agreement of August 12, 2003, as amended on May 8, 2012, June 26, 2012, June 25, 2013, and June 12, 2018, is reaffirmed in all other aspects, except as amended herein. Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
Sierra Installations, Inc.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Amendment to Interconnection Agreement with City of Signal Hill

### INTRODUCTION

The existing agreement for the construction and operation of an interconnection between the Cities of Lakewood Signal Hill dated September 26, 2017, allows the City of Lakewood to pump its own groundwater annual pumping allocation (APA) to sell surplus water to Signal Hill. In an effort to utilize Lakewood's surplus water rights and fulfill the City of Signal Hill's need for water, an amendment to the existing agreement is being proposed that would be mutually beneficial to both parties.

### STATEMENT OF FACT

Low water demand due to various conservation efforts has resulted in larger than expected surplus water rights each year, which can continue to prove costly to carry over into future fiscal years. In an effort to gain more mutual beneficial use of our inter-connection with Signal Hill and use up some of the surplus water rights we are currently holding, the City has negotiated an amendment to the existing agreement with Signal Hill that would give us the ability to sell water directly to them at a discounted price.

This proposed amendment would allow the city to sell water directly to Signal Hill through our already existing interconnection at a sales price of 15% below the current Central Basin Municipal Water District Non-Interruptible Tiered Tier 1 Rate for Metropolitan Water District of Southern California treated potable water in effect at time of use.


While Signal Hill will benefit from purchasing water at a discounted rate, the City of Lakewood will benefit in selling water rights that would otherwise be surplus at the end of the year and would prove costly in the long run. The FY 2021/22 water purchase price would be \$971.55 per AF, (with Lakewood paying \$394.00 per AF sold to Water Replenishment District) which would yield an estimated profit of \$577.55 per AF. Future rate adjustments will be made semi-annually based on the CBMWD Tier 1 and WRD replenishment assessment rate adjustments respectively.

In their June 2, 2022, meeting, the City Council Water Resources Committee approved the recommendation to City Council to Authorize the Mayor to execute the Agreement.

### RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment to the existing agreement with the City of Signal Hill; and
2. Authorize its execution by the Mayor on behalf of the City upon approval of the City Attorney as to form.

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

  
Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO AGREEMENT FOR THE CONSTRUCTION AND  
OPERATION OF AN INTERCONNECTION BETWEEN THE WATER SYSTEMS OF  
THE CITIES OF LAKEWOOD AND SIGNAL HILL**

This FIRST AMENDMENT TO AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF AN INTERCONNECTION BETWEEN THE WATER SYSTEMS OF THE CITIES OF LAKEWOOD AND SIGNAL HILL, ("First Amendment") is made and entered into on May 24, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and CITY OF SIGNAL HILL, sometimes hereinafter referred to as SIGNAL HILL.

W I T N E S S E T H:

WHEREAS, on September 26, 2017, the CITY and SIGNAL HILL entered that certain Agreement for the Construction and Operation of an Interconnection between the Water Systems of the Cities of Lakewood and Signal Hill ("Agreement"); and

WHEREAS, the CITY and SIGNAL HILL now desire to amend the Agreement in order to clarify terms related to water purchase.

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

1. WATER PURCHASE. Section 4 of the Agreement is hereby amended in its entirety to read as follows:

"LAKEWOOD agrees to provide water to SIGNAL HILL, at SIGNAL HILL's request, provided that sufficient water is available after satisfying the needs of Lakewood's customers located within Lakewood's city limits. The rate charged for water flowing through the Facility from LAKEWOOD to SIGNAL HILL shall be based on the reads taken from the Interconnection meter and billed at a 15% discount of the Central Basin Municipal Water District Non-Interruptible-Tiered Tier 1 Rate for Metropolitan Water District of Southern California treated potable water in effect at time of use. SIGNAL HILL shall pay for the water within thirty (30) days of receipt of an undisputed invoice from LAKEWOOD. SIGNAL HILL will not be billed any additional fees or costs, or a higher rate, for the manual operation of the Facility outside of regular business hours. There shall be no minimum, stand by, or service charges included in any billing."

2. REMAINING PROVISIONS. All of the terms and conditions of the Agreement not modified by this First Amendment shall remain in full force and effect.

\*\*SIGNATURES ON FOLLOWING PAGE\*\*

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

CITY OF LAKEWOOD

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

CITY OF SIGNAL HILL

By: <sup>DocuSigned by:</sup> Hannah Shin-Heydorn  
CE0609F4471448  
Hannah Shin-Heydorn, City Manager

APPROVED AS TO FORM:

By: <sup>DocuSigned by:</sup> Matthew Richardson  
0A0E68677D874DC...  
Matthew E. Richardson, City Attorney  
City of Signal Hill

By: \_\_\_\_\_  
City Attorney  
City of Lakewood

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** First Amendment to Floor and Carpet Cleaning Services with SOLID Surface Care Agreement

### INTRODUCTION

The City of Lakewood is committed to keeping the floors and carpets in city facilities clean from dirt, bacteria, and allergens. The professional care of the floors and carpets throughout city facilities is beneficial in keeping them looking their best throughout the year. In October 2021, staff published Request for Proposals and selected Solid Surface Care to conduct these cleanings based on the organizations ability to provide specified services.

### STATEMENT OF FACT


Following nine months of ongoing floor care service for Lakewood City Hall, The Centre, Mayfair Park, Bloomfield Park, Mae Boyar Park, Palms Park, Weingart Senior Center, Lakewood Youth Center, and the Burns Community Center, staff have been pleased with the services rendered. Facilities presented to the public have been well maintained and represented high standards for cleanliness for use by residents for daily use and facility permits. The floor and carpet cleaning services have played a significant role in resident satisfaction.

### RECOMMENDATION

Staff recommends that the City Council authorize the mayor and city clerk to approve First Amendment to Floor and Carpet Cleaning Services with SOLID Surface Care Agreement, subject to approval as to legal form by the City Attorney, to commence on July 1, 2022, and terminate on June 30, 2023, with the option to extend agreement for one additional year through June 30, 2024, at a contracted rate not to exceed \$40,800 Annually.

**VF**

Valarie Frost, Director  
Recreation & Community Services



Thaddus McCormack  
City Manager

FIRST AMENDMENT TO AGREEMENT FOR  
FLOOR AND CARPET CLEANING SERVICE

This AMENDMENT, made and entered into as of the 1<sup>st</sup> day of July, 2022 by and between CITY of Lakewood, a municipal corporation, sometimes hereinafter referred to as "CITY", and SOLID Surface Care sometimes hereinafter referred to as "CONTRACTOR" amends that certain "CITY OF LAKEWOOD AGREEMENT FOR FLOOR AND CARPET CLEANING SERVICES" (the "AGREEMENT"), dated October 1, 2021.

The AGREEMENT is hereby amended as follows:

1. TERM. The term of this AMENDMENT shall commence on July 1, 2022 and terminate on June 30, 2023, with the option to extend AGREEMENT one additional year through June 30, 2024 at the conclusion of term hereupon agreed to.
2. SCOPE OF SERVICES. CONTRACTOR agrees to provide CITY, following written authorization from CITY to proceed, SERVICES as set forth in City of Lakewood Tasks To Be Performed attached hereto as Exhibit A, for specific work locations, square footage, and frequency.
3. PAYMENT. CITY agrees to pay CONTRACTOR monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on SERVICES. This amount shall not exceed \$40,800 annually for the total term of this AMENDMENT unless additional payment is approved as provided in this AMENDMENT.

In all other respects, the AGREEMENT shall remain in full force and effect.

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

To CITY: Director of Recreation and Community Services  
City of Lakewood  
5050 Clark Avenue  
Lakewood, CA 90712

To CONTRACTOR: SOLID Surface Care  
4672 S. Eastern Avenue  
Commerce, CA 90040



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

CITY OF LAKEWOOD

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

SOLID Surface Care

By \_\_\_\_\_

\_\_\_\_\_  
Title

Attachments:	Exhibit A	Scope of work to be performed
	Exhibit B	Consultant's schedule of fees

**EXHIBIT A**  
**TASKS TO BE PERFORMED**

A. Scope of Service

The City of Lakewood desires to retain the Contractor for the floor and carpet cleaning at The Centre, City Hall, Mayfair Park activity building, swim pavilion and locker rooms, Weingart Senior Center and Burns Community Center including daycare area under this agreement in connection with the work hereinafter described.

B. Work Locations and square footage:

The contract will include floor and carpet cleaning of vinyl composite tile floor, ceramic tile, and carpets included at any at the following locations:

Lakewood City Hall, 5050 Clark Avenue, Lakewood, CA 90712  
The Centre, 5000 Clark Avenue, Lakewood, CA 90712  
Mayfair Park, 5720 Clark Avenue, Lakewood, CA 90712  
Bloomfield Park, 21420 Pioneer Blvd., Lakewood, CA 90715  
Boyar Park, 6701 Del Amo Blvd., Lakewood, CA 90713  
Palms Park, 12305 207<sup>th</sup> Street, Lakewood, CA 90715  
Weingart Senior Center, 5220 Oliva Avenue, Lakewood, CA 90712  
Lakewood Youth Center, 4658 Woodruff Avenue, Lakewood, CA 90713  
Burns Community Center, 5510 Clark Avenue, Lakewood, CA 90712

Frequency of Cleanings at noted locations:

**Annually**

- Mayfair Park swim pavilion: Ceramic tile floor in locker rooms
- City Hall: Carpet throughout and ceramic tile in two sets of men's and women's restrooms
- Bloomfield Park: Carpet in activity building
- Boyar Park: Carpet in conference room
- Palms Park: Carpet in transportation coordination office (DASH)

**Two Times per Year**

- Weingart Senior Center: Carpet throughout, vinyl composite tile floor, ceramic tile in men's and women's restrooms
- Youth Center: Vinyl composite tile floor, ceramic tile and carpet
- Mayfair Park swim pavilion: Carpet

**Quarterly**

- Burns Community Center: Vinyl composite tile floor and carpet in daycare area

**Eight times per year scheduled at six week intervals**

- The Centre: Carpets;
  - Downstairs: Hallway and meeting rooms
  - Upstairs: Ballroom, corridor and stairway

**As Needed**

- Burns Community Center: Ceramic tile floor in lobby

FIGURES BELOW INDICATE SQUARE FOOTAGE								
Lakewood City Hall			Burns Community Center			Youth Center		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
644	10,714	X	1,080	1,606	575	1,228	2,085	3,185

Palms Park			Boyar Park			Bloomfield Park		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
X	726	X	1,100	380	X	X	540	X

Mayfair Park Swim Pavilion			The Centre			Weingart Senior Center		
Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT	Ceramic Tile	Carpet	VCT
4,602	1,764	X	X	8,509	X	380	4,558	5,419

<b>Total Sq Ft Ceramic Tile:</b>	<b>7,934</b>
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<b>Total Sq Ft Carpet:</b>	<b>30,882</b>
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<b>Total Sq Ft Vinyl Composite Tile:</b>	<b>9,179</b>
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# EXHIBIT B

# SOLID<sup>®</sup>

CARE FOR EVERY SURFACE

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## CONSOLIDATED CARE PLAN FOR:

### City of Lakewood



CARPET



STONE



METAL



WOOD



CONCRETE



TILE & GROUT



PAVERS



TERRAZZO



HIGH PERFORMANCE COATING



REPAIR & RESTORATION



VINYL & RESILIENT



ODOR NEUTRALIZATION & SANITIZATION

**SOLID Surface Care, Inc.**

**Client Information**

<b>Location Address:</b>	6/24/21	<b>Billing Address</b>	<b>Client PO#</b>
City of Lakewood 505 Clark Avenue Lakewood, CA 90712		City of Lakewood Attn: City Clerk 5050 Lakewood Ave Lakewood, CA 90712  Philip Lopez, Park Superintendent <a href="mailto:Plopez@lakewoodcity.org">Plopez@lakewoodcity.org</a>	
<b>Account Manager:</b> Bethany Legler	2074	<a href="mailto:blegler@solidcare.com">blegler@solidcare.com</a>	<b>Cell:</b> 657.249.0594
<b>Estimator, if applicable:</b> N/A		<b>Last Plans Review Date:</b>	6/24/21
Client's Invoice Instructions/Scheduling Preferences and details:			

**SCOPE OF WORK**

<p><b>Location: Multiple locations including:</b></p> <ul style="list-style-type: none"> <li>-Lakewood City Hall (5050 Clark Avenue)</li> <li>- The Centre (5000 Clark Avenue)</li> <li>- Mayfair Park (5720 Clark Avenue)</li> <li>- Bloomfield Park (21420 Pioneer Blvd)</li> <li>- Boyar Park (6701 Del Amo Blvd)</li> <li>- Palms Park (12305 207<sup>th</sup> Street)</li> <li>- Weingart Senior Center (5220 Oliva Avenue)</li> <li>- Lakewood Youth Center (4658 Woodruff Avenue)</li> <li>- Burns Community Center (5510 Clark Avenue)</li> </ul> <p><b>Frequency:</b> Annually, Semi-Annually, Quarterly, 8x/year and as needed (Depending on type of service listed below)</p> <p><b>Scope:</b> Carpet: Deep clean using SOLID's XL North dry-polymer carpet cleaning. Application of odor neutralizer. VCT: Strip, deep clean and wax Ceramic Tile and Grout: Deep clean and seal</p>
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**PRICE SUMMARY FOR ANNUAL SERVICES**

<b>SERVICE</b>	<b>Extended Description + Months of Service (if recurring)</b>	<b>Visit Price</b>	<b>Frequency</b>	<b>Annual Price</b>
Tile&Grout CARE	Mayfair Park Swim Pavillion Locker Rooms (4,602 sf)	\$2,301.00	1	\$2,301.00
Tile&Grout CARE	City Hall Restrooms (4 total) (644 sf)	\$805.00	1	\$805.00
Carpet CARE	City Hall (10,714 sf)	\$1,603.50	1	\$1,603.50
Carpet CARE	Bloomfield Park Activity Building (540 sf)	\$97.20	1	\$97.20
Carpet CARE	Boyar Park Conference Room (380 sf)	\$70.50	1	\$70.50
Carpet CARE	Carpet in Transportation Office (DASH) (726 sf)	\$70.50	1	\$70.50
<b>Annual Total:</b>		<b>\$4,947.70</b>		<b>\$4,947.70</b>

**PRICE SUMMARY FOR SEMI-ANNUAL SERVICES**

<b>SERVICE</b>	<b>Extended Description + Months of Service (if recurring)</b>	<b>Visit Price</b>	<b>Frequency</b>	<b>Annual Price</b>
Tile&Grout CARE	Weingart Senior Center Restrooms (380 sf)	\$342.00	2	\$684.00
Resilient CARE	Weingart Senior Center (5,419 sf)	\$2,980.45	2	\$5,960.90
Carpet CARE	Weingart Senior Center (4,558 sf)	\$730.26	2	\$1,460.52
Tile&Grout CARE	Youth Center (1,228 sf)	\$1,274.00	2	\$2,548.00
Resilient CARE	Youth Center (3,185 sf)	\$2,485.70	2	\$4,971.40
Carpet CARE	Youth Center (2,085 sf)	\$164.88	2	\$329.76
Carpet CARE	Mayfair Park (1,764 sf)	\$259.00	2	\$518.00
<b>Annual Total:</b>		<b>\$8,236.29</b>		<b>\$16,472.58</b>

**PRICE SUMMARY FOR QUARTERLY SERVICES**

<b>SERVICE</b>	<b>Extended Description + Months of Service (if recurring)</b>	<b>Visit Price</b>	<b>Frequency</b>	<b>Annual Price</b>
Resilient CARE	Burns Community Center (575 sf)	\$387.50	4	\$1,550.00
Carpet CARE	Burns Community Center (1,606 sf)	\$286.25	4	\$1,145.00
<b>Annual Total:</b>		<b>673.75</b>		<b>\$2,695.00</b>

**PRICE SUMMARY FOR 8X/YEAR**

<b>SERVICE</b>	<b>Extended Description + Months of Service (if recurring)</b>	<b>Visit Price</b>	<b>Frequency</b>	<b>Annual Price</b>
Carpet CARE	Downstairs at The Centre: Hallway and Meeting Rooms. Upstairs: Ballroom, Corridor and Stairway. (8,509 sf)	\$1,276.35	8	\$10,210.80
<b>Annual Total:</b>		<b>\$1,276.35</b>		<b>\$10,210.80</b>

**PRICE SUMMARY AS NEEDED**

<b>SERVICE</b>	<b>Extended Description + Months of Service (if recurring)</b>	<b>Visit Price</b>	<b>Frequency</b>	<b>Annual Price</b>
Tile&Grout CARE	Burns Community Center Lobby (1,080 sf)	\$1,820.00	TBD	
<b>Annual Total:</b>				<b>TBD</b>

<b>Overall Annual Total:</b>				<b>\$34,326.00</b>
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To: All Clients of SOLID Surface Care, Incorporated

From: Michael S. Crippen – CEO

Re: Current Economic Conditions/Fuel Surcharge

Date: April 6, 2022

Valued partner:

The past two years have truly been unprecedented in my 25 years as a service provider. As soon as we are getting a glimpse of the pandemic being in our rearview mirror, a new crisis emerges in the form of a conflict in Europe leading to significant rising oil prices. The impact has increased our fuel costs by 30% to date.

As a result, we are forced to add a fuel surcharge to our service delivery to you beginning with your April 2022 invoices. The increase will be \$10.00/service visit. When fuel prices return to normal levels, we will remove the surcharge.

We wish to thank you for your support of this modest increase. If you have questions reference to our approach, please contact your local Operations Manager or email us at [salesupport@solidcare.com](mailto:salesupport@solidcare.com).

Sincerely,



Michael S. Crippen, CEO

CARE FOR EVERY SURFACE

844.227.6543 • SOLIDCARE.COM • 3820 ROSE LAKE DRIVE • CHARLOTTE, NC • 28217

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve Amendment of the Animal Control Agreement

### INTRODUCTION

In July 2014, the City entered into a five-year agreement with the Southeast Area Animal Control Authority (SEAACA) for animal control services, and the term of agreement will expire June 30, 2022.

### STATEMENT OF FACT

The proposed amendment includes an increase to the contract rate and a compulsory interest rate on delinquent payments, with all other terms remaining the same as the current five-year agreement.


Services provided under our agreement with SEAACA include returning wayward dogs to owners, handling barking dog complaints, pick-up of deceased animals from public right-of-ways and residences, conducting vaccination/licensing clinics, and responding to non-routine animal control incidents like animal hoarding and vicious animal complaints.

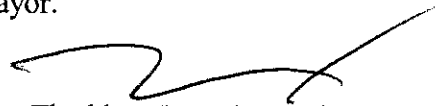
Staff has been satisfied with animal control services provided to Lakewood residents through a contract with Southeast Area Animal Control Authority (SEAACA). The contract has increased in cost by 5% from last year. The City has a guarantee of \$179,000 in licensing fees, with any amount above that amount becomes split with 50% going to SEAACA and 50% going to the City.

### RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amendment with SEAACA for animal control services for a period ending June 30, 2023, in an amount not to exceed \$752,672 per year, in a form approved by the City Attorney and authorize the signature by the Mayor.

Kelli Pickler   
Director of Public Works

  
Thaddeus MacCormack  
City Manager

RENEWAL OF AGREEMENT FOR  
ANIMAL CONTROL SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
SEAACA

Per Section 5 of the Agreement dated July 1, 2019, the undersigned agree to extend the agreement for animal control services dated the 1st day of July, 2019, under the same terms and conditions for one year commencing July 1, 2022, and ending June 30, 2023, except as further amended as follows:

1. Revise Section II, Item 2. a) - to establish a new contract rate not-to-exceed \$752,672. All other conditions of said section to remain the same.

Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
SEAACA EXECUTIVE DIRECTOR

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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

SEAACA

CITY OF LAKEWOOD

AMENDMENT TO THE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AMENDMENT is entered into this 1<sup>st</sup> day of July 2022, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF LAKEWOOD, a California Corporation, whose address is 5050 North Clark Avenue, Lakewood, California 90712 (herein "CITY").

RECITALS

WHEREAS, CITY and SEAACA previously entered into an Agreement for Animal Control and Sheltering Services dated July 1, 2019 for the fiscal years 2019-2024; and

WHEREAS, Said Agreement provides for annual costs and fees for Animal Control Services; and,

WHEREAS, SEAACA and CITY desire to set forth costs to CITY for Animal Control and Sheltering Services for the Fiscal Year 2022-2023:

NOW THEREFORE, SEAACA and CITY agree that the aforementioned Agreement for Animal Control Services dated July 1, 2019 shall be amended in the following regards:

SECTION II. Paragraph 2, Subsections a) and b) are amended to read as follows:

a) The total cost to the CITY for Fiscal Year 2022-2023 shall be \$752,672.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that the base revenues shall be \$179,000.00 for Fiscal Year 2022-2023; the guarantee will be provided by SEAACA annually. If license revenues exceed the guarantee, 50% shall be retained by SEAACA and 50% shall be returned to the CITY following the close of the fiscal year.

b) The net cost for Fiscal Year 2022-2023 to CITY for said services shall not exceed \$573,672.00 and shall be paid by CITY to SEAACA in two equal payments upon invoice on the following schedule: July 1, 2022, \$286,836.00 and \$286,836.00 on October 1, 2022. Said sums shall be paid within thirty (30) days after receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. If such payment is not delivered to SEAACA within the time set forth hereinabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.

SECTION II. All of the remaining provisions of the Agreement for Animal Control Services shall remain the same.

IN WITNESS WHEREOF, THE CITY OF LAKEWOOD, by order of its City Council caused this Amendment to Agreement to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this Agreement to be subscribed by the Chairperson of said Commission and attested to by the Executive Director and/or Clerk of said Commission.

AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AUTHORITY FOR  
ANIMAL CONTROL AND SHELTERING SERVICES FOR FISCAL YEAR 2022-2023  
-Signature Page-

CITY OF LAKEWOOD

BY: \_\_\_\_\_,  
Mayor

ATTEST:

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

APPROVED AS TO FORM AND CONTENT

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

SOUTHEAST AREA  
ANIMAL CONTROL AUTHORITY

BY: \_\_\_\_\_  
Joe Angel Zamora, Chairperson

ATTEST:

\_\_\_\_\_  
Denise Woodside, Executive Director

APPROVED AS TO FORM AND CONTENT

\_\_\_\_\_  
Scott Nichols, SEACA Attorney

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renewal of Agreement for Fire and Burglar Security Systems Monitoring and Maintenance Services with Stanley Convergent Security Solutions, Inc.

### INTRODUCTION

Stanley Convergent Security Solutions, formerly Sonitrol, has been providing monitoring and maintenance of the fire and security alarm systems at various City facilities since 1998. Stanley continues to provide excellent service under their agreement to date. Staff recommends their agreement be extended.

### STATEMENT OF FACT


The City is in need of the services of a company to monitor and maintain the fire and burglar systems currently installed at a number of city facilities. Stanley Convergent Security Solutions, Inc. of Santa Ana, formerly Sonitrol, has been installing the protection systems and providing the monitoring service for the City of Lakewood since 1998. Stanley Convergent Security Solutions, Inc.'s agreement expires on June 30, 2022. Staff wishes to amend the agreement with Stanley Convergent Solutions, Inc. for an additional one-year term. The extended agreement period allows us to lock in place a fee structure at current rates with no price increases during the term of the agreement.

Stanley Convergent Security Solutions, Inc. provides experienced technicians and 24-hour monitoring for seventeen (17) city facilities. Their agreement includes the monthly monitoring fees plus an additional amount for extraordinary service calls and any necessary new installations or upgrades.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the Monitoring and Maintenance agreement for fire and burglar security systems with Stanley Convergent Security Solutions, for a one-year period ending June 30, 2023, in an amount not to exceed \$150,000 per year, and authorize the Mayor and City Clerk to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

**RENEWAL OF AGREEMENT  
FOR FIRE AND BURGLAR SECURITY SERVICES  
BETWEEN THE CITY OF LAKEWOOD AND  
STANLEY CONVERGENT SOLUTIONS, INC.**

The Agreement dated June 25, 2013, as amended previously, is further hereby amended as follows:

1. Paragraph 5-Term, the undersigned agree to extend the agreement for Fire and Burglar security services, identified in said agreement under the same terms and conditions for one year commencing July 1, 2022, and ending June 30, 2023.

The agreement of June 25, 2013, as amended June 26, 2018, is reaffirmed in all other aspects, except as amended herein.

Dated the 14th day of June, 2022.

STANLEY CONVERGENT SOLUTIONS, INC.

CITY OF LAKEWOOD

\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST

APPROVED AS TO FORM:

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

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

EXHIBIT "A" JULY 1, 2022

	Monthly	Quarterly	Sub-total	Annual
CITY HALL SOUTH ENTRANCE - ACCESS CONTROL	86.22	258.66		
CITY HALL FIRE/BURG	715.02	2,145.06		
CITY HALL ADD-ON BURGLAR 2003	11.50	34.50		
CITY HALL CCTV CAMERAS (\$235+\$16) (INCLUDES CENTRE PILLARS 2004)	327.40	982.20		
CITY HALL CCTV ADD ON - PLAQUE	27.62	82.86		
CENTRE BURGLAR SYSTEM	8.18	24.54		
CITY HALL ADD-ON BUTTONS/\$ CLIP 2004	165.75	497.25		
CATV STUDIO AREA	86.22	258.66		
FIRE SYS MONITORING CITY HALL	915.62	2,746.86	\$ 7,030.59	
NIXON ST BLDG A	596.24	1,788.72		
NIXON CCTV	171.37	514.11		
NIXON ST BLDG B	178.80	536.40		
NIXON ST BLDG D & C	175.90	527.70	\$ 3,366.93	
<b>10106300 51060</b>			<b>\$ 10,397.52</b>	<b>\$ 41,590.08</b>
ARBOR RD - REPRO WIRHOUSE & SHOPS	189.11	567.33		
ARBOR YD BURG UPGRADE 7/04	254.76	764.28		
ARBOR RD - WATER OFFICES	187.39	562.17		
WATER BURGLAR COMMAND VEHICLE	40.93	122.79		
ARBOR FIRE - 2010 UPGRADE	159.60	478.80		
WATER GATE INTERCOM	23.53	70.59		
WATER ACCESS	18.41	55.23		
<b>75008000 51060</b>			<b>\$ 2,824.19</b>	<b>\$ 10,854.76</b>
BISCAILUZ-BURGLAR	211.78	635.34		
BISCAILUZ-CCTV	86.97	260.91	\$ 896.25	
BLOOMFIELD PARK-ACCESS CONTROL	95.15	285.45		
BLOOMFIELD PARK-BURGLAR	95.15	285.45		
BLOOMFIELD-CCTV	197.47	592.41		
BLOOMFIELD-MONITORING ADD 2 ACCESS CONTRC	4.10	12.30	\$ 1,175.61	
BOLIVAR PARK	264.62	793.86	\$ 793.86	
BOYAR BURGLAR	94.13	282.39		
BOYAR ACCESS	22.51	67.53		
BOYAR FIRE	196.44	589.32		
BOYAR CCTV	407.20	1,221.60	\$ 2,160.84	
BURNS-BURGLAR	216.90	650.70		
BURNS-FIRE	173.53	520.59		
BURNS-UP STAIRS ACTIVITY ROOM	8.18	24.54	\$ 1,195.89	
DEL VALLE PK BURG	97.20	291.60	\$ 291.60	
MAYFAIR PK	301.20	903.60		
MAYFAIR PK FIRE	129.93	389.79		
MAYFAIR PK CCTV ACT BLDG	163.70	491.10		
MAYFAIR PK SWIM PAVILION & SERVICE KITCHEN U	35.81	107.43		
MAYFAIR PK CCTV TOT LOT, SHELTER, GAME COUR	204.63	613.89	\$ 2,505.81	
MONTE VERDE BURGLAR	174.96	524.88		
MONTE VERDE FIRE	143.24	429.72	\$ 954.60	
PALMS PK	320.31	960.93		
PALMS PK CCTV	268.06	804.18		
PALMS PK FIRE	215.88	647.64	\$ 2,412.75	
SAN MARTIN-BURGLAR	94.13	282.39	\$ 282.39	
WEINGART SR CENTER	283.59	850.77		
WEINGART SR CENTER/CCTV	81.85	245.55		
WEINGART SR CENTER/FIRE	335.58	1,006.74	\$ 2,103.06	
YOUTH CENTER BURG	155.20	465.60		
YOUTH CENTER FIRE	188.26	564.78	\$ 1,030.38	
<b>10106400 51060</b>			<b>\$ 15,802.98</b>	<b>\$ 63,211.92</b>
	<b>9,607.23</b>	<b>28,821.69</b>		<b>\$ 115,286.76</b>
			<b>Grand Total</b>	<b>\$ 115,286.76</b>



**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Agreement for Helicopter Maintenance with STEAM Aircraft, Inc.

**INTRODUCTION**

STEAM Aircraft Inc. has been maintaining the Sky Knight helicopters since 2005. The current Agreement will expire on June 30, 2022 unless extended.

**STATEMENT OF FACT**

STEAM Aircraft is providing excellent maintenance for the Sky Knight helicopters at the Long Beach airfield. The helicopters are in good repair and STEAM mechanics have kept these aircraft airworthy and flying for every shift since their contract began.

The Agreement is based upon a minimum guaranteed aggregate annual flight hours of 800 at a per flight hour rate of \$151.50 for FY 2022-2023 and \$158.86 for FY2023-2024 for inspections, maintenance, labor and servicing. Sky Knight typically logs about 1,000 flights hours per year. The agreement will commence July 1, 2022 for a two year term, expiring June 30, 2024.

**RECOMMENDATION**

That the City Council approve the Agreement for Helicopter Maintenance with STEAM Aircraft Inc. from July 1, 2022 through June 30, 2024, and authorize the Mayor to sign the agreement as approved by the City Attorney.

Joshua Yordt  
Director of Public Safety



Thaddeus McCormack  
City Manager



AGREEMENT  
ROBINSON R44 HELICOPTER MAINTENANCE

THIS AGREEMENT, made and entered into this 14 day of June 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY" and STEAM Aircraft, sometimes hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, CITY and CONTRACTOR desire to enter into an agreement for the maintenance of the CITY's Robinson R44 Helicopters;

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

SECTION 1. PURPOSES

CONTRACTOR agrees to maintain Robinson R44 helicopters; N930DK (Model R44, S/N 13963), N130SK (Model R44, S/N 11781), and any additional helicopters of the same make and model owned by the CITY OF LAKEWOOD, 5050 N. Clark Avenue, Lakewood, California, as set forth herein and in sections 1-13. The charge for this service is agreed to be at the rate of \$151.50 per flight hour July 1, 2022 to June 30, 2023 and \$158.86 per flight July 1, 2023 to June 30, 2024. These rates shall apply to services to include inspections, maintenance, labor, and servicing. For the purpose of manpower and space requirements, it is agreed that the above hourly figure is based on a guaranteed aggregate annual minimum usage of 800 flight hours. It is also understood that the helicopters will be kept in an airworthy condition as much as possible for the convenience of the CITY to facilitate total utilization of the helicopters if and when needed.

SECTION 2. HANGARING AND SERVICING AGREEMENT

CONTRACTOR agrees to provide hangar space for City owned and operated Robinson R44 helicopters at Long Beach Airport. CONTRACTOR agrees to provide access and oil for servicing of the helicopters for a daily eight-hour shift, which will be set and changed by the CITY as they deem necessary. Any and all portions of the helicopters are to be kept in a clean and presentable manner any time they are airworthy for flight. The patrol aircraft will be cleaned and said helicopter ready for flight prior to the beginning of each shift. This is during normal work week hours. On weekends and holidays, the pilot will take care of moving the aircraft in and out of the hangar as well as cleaning windows. Cleaning materials shall be made available for the cleaning of aircraft windows by CITY personnel during non-operational hours of the CONTRACTOR.

Any aircraft on a non-flying status as determined by CITY for more than thirty (30) days due to, but not limited to, aircraft retirement, aircraft liquidation, and/or part sourcing, will incur a monthly storage fee. CITY agrees to pay CONTRACTOR \$4.00 per flight hour per month but not to exceed \$400 per month for storage fees.

### SECTION 3. INSPECTION AND MAINTENANCE AGREEMENT

At the factory recommended inspection times, the aircraft will be grounded at the CONTRACTOR's facility at the Long Beach Airport for that appropriate inspection and required maintenance. Regardless of factory recommended or required maintenance, the following inspection and maintenance shall be performed by the CONTRACTOR: Each 25 to 30 hours of flight time, the helicopter's main rotor head will be lubricated and then cleaned; each 50 to 60 hours of flight time, the engine spark plugs will be cleaned and/or changed; upon completion of each 100-hour inspection, the tail rotor will be balanced, and all aircraft systems approved for proper and smooth operation prior to being released for patrol. All pertinent maintenance logbooks must be updated with current mechanic endorsements for all work and inspections performed prior to the aircraft being returned to service. Test pilots to be one of the CITY's pilots or CITY approved CONTRACTOR pilots. All other unscheduled maintenance will be kept on an individual maintenance log and cleared within a responsible amount of time or at the next 100-hour inspection. Airworthiness defects will be cleared as soon as possible.

The flying time to ferry an aircraft to and from CONTRACTOR's facility at the Long Beach Airport will be performed by the CITY's personnel. It is recognized that certain on-site field repairs may be necessary to keep the aircraft operational and certain on-site field repairs may be required before an aircraft can be flown or the aircraft may need to be ground-handled or dollied back to said CONTRACTOR's facility. Labor required to perform repairs and equipment needed to ground-handle or dolly helicopters in the field may be charged to the CITY at the applicable rate as listed in Section 1 per man hour.

### SECTION 4. AIRCRAFT CLEANING SPECIFICATIONS

**DAILY:** Duty aircraft shall have the windscreens and doors cleaned prior to the start of shift. Tailboom, gas tank, support struts and stabilizers shall have any accumulations of exhaust, smog, or oil and grease spatters wiped off. Interior shall have any trash removed and floor swept as necessary.

**WEEKLY:** In addition to the daily cleaning, once a week each aircraft shall have all windows cleaned inside and out. Entire aircraft shall be washed with soap and water with special attention paid to removal of any accumulations of grease and oil from the chin fairing, cross tubes, aft cowl and impeller area. Engine shall be degreased and cleaned with either solvent or soap and water. Main rotor blades shall be washed with soap and water to remove any grease, smog, or salt accumulations then coated with WD-40 or equivalent to inhibit corrosion.

### SECTION 5. PARTS AGREEMENT

All Robinson parts required for maintenance of said helicopters will be billed to the CITY at CONTRACTOR's cost plus 15%. All parts other than Robinson manufactured parts will be billed to the CITY at CONTRACTOR's cost plus 15%. All parts suppliers must be approved by the CITY.

Avionics repair and installation will be performed by the authorized repair personnel or repair station selected by the CITY. The CONTRACTOR agrees to provide access to said helicopters for required avionics repairs by CITY selected personnel.

All damages caused by assigned personnel of the CITY, except those resulting from normal wear and tear, will be borne by the CITY at CONTRACTOR's cost, plus 15% for parts and labor, at

the applicable rate as listed in Section 1 per man hour. The CONTRACTOR shall be responsible for all damage caused by CONTRACTOR personnel to CITY property. This shall include all parts and labor to repair said damage.

#### SECTION 6. LIMITED LIFE REPLACEMENT PARTS

At the factory-recommended replacement time, all time-life items will be replaced or overhauled in accordance with standards established by the Federal Aviation Administration, or the Robinson Maintenance Manual. These items include main rotor blades, main rotor dampers, main rotor drive shaft and hub, main rotor thrust bearing, main rotor transmission, main rotor mast assembly, pitch bearing shafts, tail rotor blades, tail rotor drive shaft, tail rotor retaining strap, tail rotor transmission, tailboom, support struts, vertical stabilizer, horizontal stabilizer, lower coupling shaft, lateral bellcrank, upper, lower, and idler pulley bearings. Main rotor and tail rotor gearboxes shall be overhaul exchange by either the factory or a CITY approved overhaul facility.

In the event any time-life item requires replacement before its scheduled retirement, the CITY shall pay a portion of the labor cost to replace said item, based on a percentage of the time the item was short of retirement at the applicable rate as listed in Section 1 per man hour.

#### SECTION 7. ENGINE OVERHAUL AND INSTALLATION

The factory recommended engine overhaul time is 2,200 operating hours (R44). The labor to remove and install the engine is included in the hourly rate. Included is the labor required to prepare the engine for installation. The alternator shall be removed and overhauled at the time of engine overhaul. Additionally, at 500 hours time since overhaul, both magnetos shall be removed, cleaned, and inspected internally for conditioned and repaired/overhauled as necessary. The CITY will pay for any additional parts required for engine installation to include engine cowling, motor mounts, oil coolers, air filters, oil filters, oil lines, ducting, fittings, gaskets, clamps, and A.N. hardware at CONTRACTOR's cost plus 15% for labor and overhead.

In the event the engine requires replacement before its scheduled overhaul time, the CITY shall pay that portion of the labor cost to replace said engine based on percentage of the time the engine is short of its overhaul time. All engine suppliers and/or overhaul facilities must be approved by the CITY.

#### SECTION 8. MAINTENANCE EXPERIENCE

Maintenance personnel working on said helicopters will have three years of actual experience working on Robinson R44 series helicopters and will have completed the Robinson R44 series approved maintenance school. Any mechanic working on the helicopter that does not meet the three-years experience requirement shall be under the DIRECT SUPERVISION of a mechanic that does meet the three-years experience requirement and shall have all work inspected and signed off by the supervising mechanic. All mechanics shall have an FAA mechanic's license with an airframe and powerplant rating. The maintenance facility shall be an FAA approved, authorized maintenance repair station, or will have on staff a mechanic with an FAA approved mechanic's certificate (airframe and powerplant rated) with an Inspection Authorization.

SECTION 9. MAINTENANCE RECORDS AND INDEPENDENT INSPECTION

Maintenance work sheets, aircraft, and engine log books shall be maintained by the CONTRACTOR as recommended by Robinson Helicopters and FAA regulations, and shall be made available for inspection by the CITY personnel or its authorized agent upon request. Said records shall be maintained in a permanent and safe place, and none of said records shall be destroyed prior to four years after the termination of this agreement. At any time, upon reasonable notice to the CITY, CONTRACTOR shall release one or more of said aircraft to the Los Angeles County Sheriff's Department Aero Bureau, or such other agent selected by the CITY, for the purpose of inspection and verification of maintenance work.

SECTION 10. APPROVAL OF FACILITY AND MECHANICS

The CONTRACTOR will have fourteen days from award of the contract to set up and establish a facility at the Long Beach Airport that will provide for all aspects of this contract. All personnel and facilities are subject to approval by the CITY prior to the award and for the duration of this contract.

SECTION 11. HELICOPTER OIL AND LUBRICANT DISPOSAL

A \$15.00 surcharge will be added to each work order/invoice for the handling and disposal of helicopter oils and lubricants.

SECTION 12. PAYMENT

CITY agrees to pay the CONTRACTOR the aforementioned charges, costs, and consideration incurred each month during the term of this Agreement within thirty days after receipt of the CONTRACTOR's statement for said charges, costs, and consideration incurred during the preceding month. In addition to the foregoing, the CITY shall pay the sum of the applicable rate as listed in Section 1 per operational hour of each aircraft during the preceding month, as indicated by the time meter on each aircraft and recorded by the CITY with CONTRACTOR's approval.

SECTION 13. FINANCIAL RECORDS AND AUDIT

The CITY shall have the right to inspect and audit the CONTRACTOR's financial records, as to all of the CONTRACTOR's business transactions, and not limited to transactions arising under this Agreement, at any reasonable time prior to the CITY'S execution of this Agreement and during the term of this Agreement. CONTRACTOR shall furnish the CITY prior to the execution of this Agreement, and at the time of any subsequent renewal of this Agreement, a current and past two years of financial statements, and accounts payable and accounts receivable aging report, and any other related financial records as requested by the Director of Administrative Services of the CITY, which shall be subject to the approval of the Director of Administrative Services.

If the CONTRACTOR is a wholly owned and subsidiary of a larger company and the CONTRACTOR's financial statements are incorporated in the financial statement of the larger entity, the current and past two years of financial statements of the large entity must be provided and indicate that the CONTRACTOR is in fact a whole owned subsidiary and shall be subject to the approval of the Director of Administrative Services. If the financial statement of the larger entity, the CONTRACTOR must provide another means to confirm this claim, subject to the approval of the Director of Administrative Services.

When requested, CONTRACTOR shall warrant to any condition specified in the financial statement. During the term of this Agreement, and for a period of four years after the termination thereof, CONTRACTOR shall maintain, without destruction, all financial records pertaining to any transaction performed by the CONTRACTOR under and pursuant to the terms of this Agreement.

The Director of Administrative Services shall make the final determination on the acceptability of the CONTRACTOR, based on the financial records provided.

#### SECTION 14. INDEMNITY

It is agreed by and between the parties hereto that all members, officers, agents, employees, subcontractors and their officers, and agents of CONTRACTOR shall not be CITY officers, agents, or employees, and the CITY shall not be liable or responsible to them for anything whatsoever. CONTRACTOR agrees the CITY shall not be liable for injury or damage to person or property that shall be occasioned or caused by any act or omission of CONTRACTOR, or its members, officers, agents, employees, subcontractors, their agents, officers, or employees, or any organization CONTRACTOR should be associated with in the furtherance of this Agreement, and that it will hold the CITY, its officers and employees harmless from liability hereon, and will defend the same in respect to any claim or legal action that might ensue as a result of such injury or damages. CONTRACTOR waives as consideration for this Agreement any right it may have to seek indemnity or other relief against the CITY by reason of any judgment against it, or payment by it arising out of any suit, claim, or accident; and, further, CONTRACTOR releases CITY, its officers and employees from any liability for contribution as a joint tortfeasor.

#### SECTION 15. ASSUMPTION OF RISK

CONTRACTOR does hereby assume all risks to itself, its personnel, subcontractors, agents and employees thereof, of personal injury or death, and all risk of property damage, or loss to any property, wares, or materials of the CONTRACTOR from whatever source, and said CONTRACTOR further release CITY, its officers and employees from any liability therefore.

#### SECTION 16. WORKERS' COMPENSATION

CONTRACTOR certifies it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the terms and provisions of that Code, and it certifies it will comply with such provisions before commencing the performance of the work of this Agreement, and during the term of this Agreement.

#### SECTION 17. INSURANCE

During the term of this agreement, the CONTRACTOR shall maintain in full force and effect, and deposit with the City Clerk of the CITY, insurance or certificates of insurance, which shall evidence insurance coverage for bodily injury and property damage, including products of liability, with a combined single limit of at least \$10,000,000. In addition, CONTRACTOR shall maintain a \$900,000 fire/hangar coverage insurance policy. Said policy to cover fire and theft, as well as damage from other casualty. Said policy shall contain a provision that the same cannot be canceled without at least ten days notice to the CITY. CONTRACTOR shall obtain and file with the City Clerk during the term of this Agreement, an endorsement naming the CITY OF LAKEWOOD as co-insured.

SECTION 18. INDEPENDENT CONTRACTOR ASSIGNMENT

It is expressly understood and agreed that CONTRACTOR has the full management, supervision, and operation of the services herein specified to be performed by it. It is expressly understood and agreed that CONTRACTOR has been retained as an Independent Contractor, as distinguished from an employee or agent of the CITY to perform the aforementioned services. CONTRACTOR acknowledges the Independent Contractor status of performing said services, and assumes risk to itself and its employees for property damage or loss of property, or personal injuries or death arising out of the performance of this Agreement, and does hereby release the CITY OF LAKEWOOD, its officers and personnel from any liability for any loss or damage thereby incurred, or for contribution as a joint tort feisor therefore.

CONTRACTOR shall not assign the performance of this Agreement, not any part thereof, nor any money due hereunder, without the prior written consent of the CITY OF LAKEWOOD.

SECTION 19. REIMBURSEMENT

CONTRACTOR agrees to reimburse the CITY for any damage occasioned thereby the misfeasance or nonfeasance of said CONTRACTOR, its employees, agents, subcontractors, or employees thereof, in respect to the operation of this agreement or the use of any CITY equipment in the performance of this agreement.

SECTION 20. NOTICE

Any written notice to the parties hereto shall be deposited in the United States mail, postage prepaid, and addressed as follows:

CITY:                               City Clerk  
  City of Lakewood  
  5050 Clark Avenue  
  Lakewood, California 90712

CONTRACTOR:                    Andy Thompson  
  STEAM Aircraft  
  3250 Airflite Way  
  Long Beach, California 90807  
  714-522-2750

SECTION 21. CONTRIBUTION

CONTRACTOR waives, in consideration of this agreement, any right it might have to seek indemnity, contribution as a joint tort feisor, or other relief from the CITY by reason of any judgment against the CONTRACTOR for payment by it arising out of any lawsuit, claims, or actions brought by any person for or on account for any injuries or damages occurring in the performance of said contract by CONTRACTOR, its agents, subcontractors, and employees.

SECTION 22. TERM

This Agreement shall be effective on July 1, 2022, and ending at midnight on June 30, 2024. This Agreement may be sooner terminated by the CITY, without cause, on 30 days notice. This agreement may be sooner terminated by the CONTRACTOR, without cause, on 90 days notice. This Agreement may be sooner terminated by either party, for material breach hereof, at any

time, provided that the terminating party gives the other party 15 days' notice of such material breach, and such material breach remains uncured at the end of such 15-day period.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date aforementioned.

CITY OF LAKEWOOD

CONTRACTOR

\_\_\_\_\_  
Mayor

By \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM

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



## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Consultant Services Agreement with Telecom Law Firm, PC

### INTRODUCTION

City staff desires to continue to enlist the assistance of a consultant to help review wireless telecommunications applications to ensure that the information received complies with existing federal, state, and local laws and regulations.

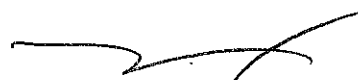
### STATEMENT OF FACTS

Providing the city with consultant services will be Telecom Law Firm, PC. Telecom's principals are Mr. Jonathan Kramer, Esq. and Mr. Robert May III. Mr. Kramer is the founder and managing partner of the firm, which serves the legal needs of corporate, government and private clients. The firm has handled more than 3,000 wireless and broadband projects and served more than 700 government clients in both legal and consulting capacities. They specialize in comprehensive telecommunications services from wired to wireless, including cell site leasing, wireless tower agreements, and right-of-way negotiations and agreements, to name a few. Mr. Kramer himself has more than 35 years of experience in wireless, cable television, telecommunications, technology, engineering and management. He is a nationally recognized attorney, telecom technology expert and expert witness. Mr. Kramer is also very familiar with Lakewood as his firm has provided consulting services to the city in the past, most recently assisting with the wireless telecommunications ordinances. Due to their extensive experience in this field, Telecom Law Firm, PC is the ideal firm to provide expert technical and regulatory consultation, advice and other assistance with wireless permit application reviews. The agreement is on a pay per use basis.

### RECOMMENDATION

That the City Council approves the consultant services agreement with Telecom Law Firm, PC for a period ending June 30, 2023, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran *PB*  
Deputy City Manager

  
Thaddeus McCormack  
City Manager

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 14th day of June, 2022, by and between the CITY OF LAKEWOOD, CALIFORNIA, a municipal corporation (herein referred to as "City"), and TELECOM LAW FIRM, PC, a California professional corporation (herein referred to as "Consultant"), and jointly, "Parties."

City and Consultant agree as follows:

**1. RETENTION AS CONSULTANT**

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the consulting services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services described in Section 2. The Parties intend that this Agreement does NOT create an Attorney-Client relationship between City and Consultant.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Consultant are shown in Exhibit A attached hereto and made a part hereof by this reference are for cell site projects.

**3. COMPENSATION AND PAYMENT**

The compensation and payment schedules to Consultant are shown in Exhibit B attached hereto and made a part hereof by this reference.

**4. ADDITIONAL SERVICES**

City shall pay Consultant for those City-authorized extra services, not reasonably included within the services described in Exhibit A, such amounts as mutually agreed to by the Parties in advance. Unless City and Consultant have agreed for the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The then applicable hourly rates for extra services shall be at the hourly rates set forth in in Section 3 of this Agreement.

**5. PROJECT MANAGERS**

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "City Project Manager", as that staff person is designated by City from time to time. City initially designates Ryan Bowman as the City Project Manager.

Within Consultant, the services to be performed by Consultant shall be accomplished under the direction and supervision of Dr. Jonathan Kramer, Esq. and Mr. Robert May III, Esq. who are designated as Consultant's Project Co-Managers. Dr. Kramer and Mr. May are solely responsible for the delegation of work tasks within Consultant.

## **6. TERM, PROGRESS AND COMPLETION**

The initial term of this Agreement is from the date first written above to June 30, 2023, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

This Agreement may be extended by prior written agreement for up to three (3) additional one (1) year Extension Terms after the initial term, with each additional one (1) year Extension Term so authorized by City's Project Manager and either of Consultant's Project Co-Managers for each such Extension Term.

Consultant shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services which are personal to City. Dr. Jonathan L. Kramer and Mr. Robert May III are deemed to be especially experienced and are key members of Consultant, and one or both shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with, and periodically report to City on the progress of the work. Should Dr. Kramer and Mr. May be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement.

## **9. HOLD HARMLESS AND INDEMNITY**

Consultant holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur as a result of Consultant's negligence or uncorrected error during the work required under this Agreement.

## **10. INSURANCE**

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Consultant shall also, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional insured except as to workers compensation insurance. Consultant shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

#### **11. RELATION OF THE PARTIES**

The relationship of the Parties to this Agreement shall be that Consultant is an independent contractor to City, and that in no event shall Consultant be considered an officer, agent, servant or employee of City. Consultant shall have no authority to bind City in any matter or circumstance. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **12. TERMINATION**

A. City, by notifying Consultant in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

City, by notifying Consultant in writing, may terminate for cause if such cause is provided to Consultant in writing, Consultant is given a reasonable opportunity to dispute or cure, and where not disputed Consultant does not thereafter cure any curable item.

B. Consultant, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Consultant, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Consultant provide any service which in Consultant's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Consultant.

C. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant.

#### **13. AUDIT OF RECORDS**

At any time during normal business hours and scheduled at a mutually convenient time, Consultant shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Consultant will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

#### **14. WAIVER**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

#### **15. CONFLICT OF INTEREST**

Consultant certifies that no City employee or official that has now or has ever had a financial interest in Consultant's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Consultant shall not offer, encourage or accept any financial interest or employment in Consultant's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

#### **16. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

#### **17. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

#### **18. GOVERNING LAW**

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.

#### **19. TAXPAYER IDENTIFICATION NUMBER**

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

## **20. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Consultant in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Consultant shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Consultant with written notice of such funds availability.

## **21. MODIFICATION OF AGREEMENT**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Consultant.

## **22. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

## **23. PERMITS AND LICENSES**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Consultant.

## **24. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit or describe the scope or intent of any provision or section of the Agreement.

## **25. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

## **26. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

## **27. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**28. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

CITY OF LAKEWOOD  
Attention: City Clerk  
5050 Clark Avenue  
Lakewood, CA 90712

TO CONSULTANT:

TELECOM LAW FIRM, PC  
Attention: LEGAL NOTICES  
3570 Camino del Rio N., Suite 102  
San Diego, CA 92108

Either party may change its address above by giving the other party no less than 30 days written notice of such change.

*It is so agreed.*

CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

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

Name: \_\_\_\_\_  
Title: Senior Partner/President

APPROVED AS TO FORM:

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

ATTEST:

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

**EXHIBIT "A"**

**SCOPE OF SERVICES**

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

**A. Wireless Siting Application Reviews:**

1. **Application Reviews:** At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below).

2. **Memorandum/Memoranda Content:**

a. **Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or

ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or

iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.

b. **Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, Consultant will:

i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; standby power generators, major modification; new site; etc.); and

ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;

iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;

v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;



- vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.
3. **Memorandum Revision:** At City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.
4. **Consultation Time:**
- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
  - ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement as set out in Exhibit B of this Agreement.

C. **General Consultation:** At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]

**EXHIBIT "B"**

**CONSULTANT'S SCHEDULE OF FEES**

The Consultant consults with and is responsible to the City. The City is responsible payment of for Consultant invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

1. **Flat Fees:** Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 1 through 3 and 4(i) for a fixed fee of \$2,598.00 per project. Project hours are not reported by Consultant for flat fee portion of flat fee projects.

Due to FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within one calendar day of receipt by the City from the Applicant. Accordingly, Consultant urges City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form as may be required by the City.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of City's notice of termination.

2. **Hourly Fees:** Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by City and Consultant, on an hourly fee basis as follows:

**Personnel Rate**

Per Partner or Senior Project Manager	\$	339
Per Associate/Of Counsel or Project Coordinator	\$	286
Per Paralegal or Senior Project Assistant	\$	212
Per Assistant or Project Assistant	\$	127

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

3. **Travel Time.** For travel paid solely by City, Consultant charges a discounted rate of sixty percent (60%) of the hourly rate for travel time for each staff member. For travel time

reimbursed by an applicant Consultant charges its regular hourly rate for travel time for each staff member.

4. Annual Fee Adjustments upon Extension. The Flat Rate and each Hourly Fee set out in this Agreement shall automatically increase by three percent (3%) on each anniversary and extension of this Agreement.
5. Expenses: City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to City pursuant to this Agreement.
6. The City's and Consultant's designated points of contact for billing queries are:

Paolo Beltran, Deputy City Manager

Name and Title

PBeltran@lakewoodcity.org

Email Address

(562) 866-9771 ext. 2129

Telephone Number

The Consultant's designated point of contact for billing queries is:

Val Halvorsen, Business Manager

Name and Title

BManager@TelecomLawFirm.com

Email Address

(310) 312-9900 ext. 135

Telephone Number

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

[End of Exhibit B]

**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Legal Services Agreement with Telecom Law Firm, PC

**INTRODUCTION**

From time to time, the City needs expert legal services regarding wireless communications infrastructure. The proposed agreement include assisting the City with these services.

**STATEMENT OF FACTS**

Providing the city with legal services will be Telecom Law Firm, PC. Telecom's principals are Mr. Jonathan Kramer, Esq. and Mr. Robert May III. Mr. Kramer is the founder and managing partner of the firm, which serves the legal needs of corporate, government and private clients. The firm has handled more than 3,000 wireless and broadband projects and served more than 700 government clients in both legal and consulting capacities. They specialize in comprehensive telecommunications services from wired to wireless, including cell site leasing, wireless tower agreements, and right-of-way negotiations and agreements, to name a few. Mr. Kramer himself has more than 35 years of experience in wireless, cable television, telecommunications, technology, engineering and management. He is a nationally recognized attorney, telecom technology expert and expert witness. Mr. Kramer is also very familiar with Lakewood as his firm has provided consulting services to the city in the past, most recently assisting with the wireless telecommunications ordinances. Due to their extensive experience in this field, Telecom Law Firm, PC is the ideal firm to provide these specialized legal services regarding wireless communications infrastructure. The agreement is on a pay per use basis.

**RECOMMENDATION**

That the City Council approves the legal services agreement with Telecom Law Firm, PC for a period ending June 30, 2023, and authorize the Mayor to sign the agreement in a form approved by the City Attorney.

Paolo Beltran **PB**  
Deputy City Manager



Thaddeus McCormack  
City Manager

**AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
THE CITY OF LAKEWOOD AND TELECOM LAW FIRM, PC**

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of June, 2022, by and between the CITY OF LAKEWOOD, CALIFORNIA, a municipal corporation (herein referred to as "City"), and TELECOM LAW FIRM, PC, a California professional corporation (herein referred to as "Lawyer"), and jointly, "Parties."

City and Lawyer agree as follows:

**1. RETENTION AS LAWYER**

City hereby retains Lawyer, and Lawyer hereby accepts such engagement, to perform the legal services described in Section 2. Lawyer warrants it has the qualifications, experience, and facilities to properly and timely perform said services described in Section 2. The Parties intend that this Agreement does create an Attorney-Client relationship between City and Lawyer.

**2. DESCRIPTION OF SERVICES**

The services to be performed by Lawyer are shown in Exhibit A attached hereto and made a part hereof by this reference are for cell site projects.

**3. COMPENSATION AND PAYMENT**

The compensation and payment schedules to Lawyer are shown in Exhibit B attached hereto and made a part hereof by this reference.

**4. ADDITIONAL SERVICES**

City shall pay Lawyer for those City-authorized extra services, not reasonably included within the services described in Section 2 Exhibit A, such amounts as mutually agreed to by the Parties in advance. Unless City and Lawyer have agreed for the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The then applicable hourly rates for extra services shall be at the hourly rates set forth in in Section 3 of this Agreement.

**5. PROJECT MANAGERS**

The services to be performed by Lawyer shall be accomplished under the general direction of, and coordinate with, City's "City Project Manager", as that staff person is designated by City from time to time. City initially designates Paolo Beltran as the City Project Manager.

Within Lawyer, the services to be performed by Lawyer shall be accomplished under the direction and supervision of Dr. Jonathan Kramer, Esq. and Mr. Robert May III, Esq. who are designated as Lawyer's Project Co-Managers. Dr. Kramer and Mr. May are solely responsible for the delegation of work tasks within Lawyer.

## **6. TERM, PROGRESS AND COMPLETION**

The initial term of this Agreement is from the date first written above to June 30, 2023, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

This Agreement may be extended by prior written agreement for up to three (3) additional one (1) year Extension Terms after the initial term, with each additional one (1) year Extension Term so authorized by City's Project Manager and either of Consultant's Project Co-Managers for each such Extension Term.

Lawyer shall not commence work on the services to be performed until City Project Manager gives written authorization to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

All reports and other documentation (other than Lawyer's drafts, notes and internal memorandum), including duplication of same prepared by Lawyer in the performance of these services, are the property of City. City shall be entitled to possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Lawyer harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Lawyer is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services which are personal to City. Dr. Jonathan L. Kramer and Mr. Robert May III are deemed to be especially experienced and are key members of Lawyer, and one or both shall be directly involved in performing, supervising, assisting, or reviewing the performance of this work. This key person shall communicate with, and periodically report to City on the progress of the work. Should Dr. Kramer and Mr. May be removed from assisting in this contracted work for any reason other than for temporary illness, travel, or vacation, City may terminate this Agreement.

This Agreement is not assignable by Lawyer without City's prior consent in writing except as follows. During the term of this Agreement, Lawyer anticipates reforming itself from a professional corporation to a limited liability partnership. As long as Dr. Jonathan Kramer and Mr. May are the managing partners of the surviving entity, City permits the transfer of this Agreement to the new entity upon written notice from Lawyer to City.

## **9. HOLD HARMLESS AND INDEMNITY**

Lawyer holds City, its elected officials, officers, agents, and employees, harmless from all claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Lawyer, to Lawyer's employees, to Lawyer's contractors or subcontractors, or to the owners of Lawyer's firm, which damages, losses, injuries or liability occur as a result of Lawyer's negligence or uncorrected error during the work required under this Agreement.

#### **10. INSURANCE**

Lawyer shall, at Lawyer's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits as required by law. Lawyer shall also, at Lawyer's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$1,000,000 each claimant, and \$1,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).

City, its elected officials, officers and employees, shall be named as additional insured except as to workers compensation insurance. Lawyer shall provide City with copies of certificates on an Accord form or other form reasonably acceptable to City for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without endeavoring to provide 30 days prior written notice to City or endeavoring to provide 10 days for non-payment of premiums.

#### **11. RELATION OF THE PARTIES**

The relationship of the Parties to this Agreement shall be that Lawyer is an independent contractor to City, and that in no event shall Lawyer be considered an officer, agent, servant or employee of City. Lawyer shall have no authority to bind City in any matter or circumstance. Lawyer shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **12. TERMINATION**

A. City, by notifying Lawyer in writing, may upon thirty (30) calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement.

City, by notifying Lawyer in writing, may terminate for cause if such cause is provided to Lawyer in writing, Lawyer is given a reasonable opportunity to dispute or cure, and where not disputed Lawyer does not thereafter cure any curable item.

B. Lawyer, by notifying City in writing, may upon thirty (30) calendar days' notice terminate without cause. Lawyer, by notifying City in writing, may immediately terminate with cause, which cause includes without limitation non-payment by City for non-disputed services, City's request that Lawyer provide any service which in Lawyer's sole opinion would create an ethical or legal conflict with the service provided to or directly with City or to other clients of Lawyer.

C. In the event of termination, Lawyer shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Lawyer within 30 days following submission of a final statement by Lawyer.

**13. AUDIT OF RECORDS**

At any time during normal business hours and scheduled at a mutually convenient time, Lawyer shall make available to a representative of City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Lawyer will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

**14. WAIVER**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach.

No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

**15. CONFLICT OF INTEREST**

Lawyer certifies that no City employee or official that has now or has ever had a financial interest in Lawyer's business. During the term of this Agreement and for a minimum period of two years after the natural expiration or earlier termination of this Agreement, Lawyer shall not offer, encourage or accept any financial interest or employment in Lawyer's business by any City employee or official who was an official or employee at the natural expiration or earlier termination of this Agreement.

**16. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the Parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**17. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the Parties shall make their best efforts to avoid and minimize the damages resulting from their conduct and the conduct of the other party.

**18. GOVERNING LAW**

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Los Angeles County.



**19. TAXPAYER IDENTIFICATION NUMBER**

Lawyer shall provide City with a complete Request for Taxpayer Identification Number and Certification, IRS Form W-9.

**20. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Lawyer for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Lawyer services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall promptly notify Lawyer in writing of the unavailability or exhaustion of City funds for this Agreement. Upon receipt of such notice Lawyer shall not be obligated to start or continue work on any City assignment until such funds become available and City has provided Lawyer with written notice of such funds availability.

**21. MODIFICATION OF AGREEMENT**

The tasks described in this Agreement and all other terms of this Agreement may be modified only upon mutual written consent of City and Lawyer.

**22. USE OF THE TERM "CITY"**

Reference to "City" in this Agreement includes the City Manager, City Attorney, and any authorized representative of City acting on behalf of City.

**23. PERMITS AND LICENSES**

Lawyer, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement. No City of Lakewood business license or business occupancy permit is required by City of Lawyer.

**24. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way are a part hereof, or define, limit or describe the scope or intent of any provision or section of the Agreement.

**25. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

**26. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Lawyer's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services.

**27. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**28. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

CITY OF LAKEWOOD  
Attention: City Clerk  
5050 Clark Avenue  
Lakewood, CA 90712

TO LAWYER:

TELECOM LAW FIRM, PC  
Attention: LEGAL NOTICES  
3570 Camino del Rio N., Suite 102  
San Diego, CA 92108

Either party may change its address above by giving the other party no less than 30 days written notice of such change.

*It is so agreed.*

CITY OF LAKEWOOD

TELECOM LAW FIRM, PC

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

\_\_\_\_\_  
Name: Dr. Jonathan L. Kramer  
Title: Senior Partner/President

APPROVED AS TO FORM:

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

ATTEST:

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

**EXHIBIT "A"**

**SCOPE OF SERVICES**

I. Legal Services.

At City's request, Lawyer will perform services for City on matters related to wireless communications infrastructure and any other services within Lawyer's expertise; provided, however that any services related to litigation shall require a separate written agreement which either City or Lawyer may decline in either party's individual judgment.

II. Attendance at Meetings.

At City's request, and subject to Lawyer's prior scheduling, Lawyer will attend meetings at City Hall or any project site as requested by City.

(End of Exhibit "A")

**EXHIBIT "B"**

**LAWYER'S SCHEDULE OF FEES**

1. **Hourly Fees:** Lawyer shall perform all services described in Exhibit A, and all other services not described in Exhibit A but requested by City and within Lawyer's expertise as accepted by Lawyer, on an hourly fee basis as follows:

<b><u>Personnel</u></b>	<b><u>Rate</u></b>
Per Partner	\$339
Per Associate/Of Counsel	\$286
Per Paralegal	\$212

2. **Travel Time:** For travel paid solely by City, Lawyer charges a discounted rate of sixty percent (60%) of the hourly rate for travel time for each staff member. For travel time reimbursed by a third-party Lawyer charges its regular hourly rate for travel time for each staff member.

3. **Annual Fee Adjustments upon Extension.** The Flat Rate and each Hourly Fee set out in this Agreement shall automatically increase by three percent (3%) on each anniversary and extension of this Agreement.

4. **Expenses:** City will reimburse Lawyer for all ordinary costs and expenses reasonably incurred by Lawyer in performance of the services provided by Lawyer to City pursuant to this Agreement. All reimbursements shall be limited to the actual cost, with no overhead.

5. **Billing Contacts.** The City's and Consultant's designated points of contact for billing queries are:

<u>Paolo Beltran, Deputy City Manager</u>	<u>PBeltran@lakewoodcity.org</u>
Name and Title	Email Address
<u>(562) 866-9771 ext. 2129</u>	
Telephone Number	

The Consultant's designated point of contact for billing queries is:

<u>Val Halvorsen, Business Manager</u>	<u>BManager@TelecomLawFirm.com</u>
Name and Title	Email Address
<u>(310) 312-9900 ext. 135</u>	
Telephone Number	

Either party may change its designated point of contact for billing queries at any time upon ten (10) business days' written notice to the other.

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** First Amendment to Professional Services Agreement (PSA) for Delivery of 12.5% Sodium Hypochlorite

### INTRODUCTION

On June 9, 2020, the City Council approved an agreement with Waterline Technologies for Delivery of 12.5% Sodium Hypochlorite. The agreement with Waterline Technologies is scheduled to end on June 30, 2022; therefore, staff recommends extending the agreement with Waterline Technologies to June 30, 2024.

### STATEMENT OF FACT

To date, Waterline Technologies has continued to supply all deliveries of 12.5% sodium hypochlorite required to fulfill their existing contract to a high level of satisfaction for City staff. Continuing with a current vendor provides the city with continuity of service from a trusted service provider.

Due to current economic constraints and the volatility of the price of chemicals, it is important that the City of Lakewood protect itself against sudden fluctuations in prices without fair warning. Therefore, staff recommends amending the expiring contract with Waterline Technologies to include a clause requiring a 30-day notice of any price changes during the life of this contract. Furthermore, staff recommends extending the existing agreement with Waterline Technologies for FY 2022-2023 and FY 2023-2024 for an amount not to exceed \$75,000 per fiscal year.


### FISCAL IMPACT

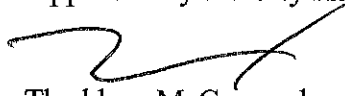
Funds are proposed in Operating Account 75008200-55100 Special Supplies for an amount not to exceed \$75,000.00 in both FY 2022-2023 and FY 2023-2024.

### RECOMMENDATION

Staff recommends that the City Council:

1. Amend the existing agreement to include a price change notification clause; and
2. Extend the agreement with Waterline Technologies of Santa Ana, CA for Delivery of 12.5% Sodium Hypochlorite to June 30, 2024; and
3. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

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

  
Thaddeus McCormack  
City Manager

**FIRST AMENDMENT TO AGREEMENT  
FOR PROFESSIONAL SERVICES FOR DELIVERY  
OF 12.5% SODIUM HYPOCHLORITE**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and WATERLINE TECHNOLOGIES, INC., sometimes hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, on June 9, 2020, the CITY and SERVICE PROVIDER entered into an Agreement entitled "AGREEMENT FOR PROFESSIONAL SERVICES FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE"; and

WHEREAS, the CITY and SERVICE PROVIDER desire to extend the existing agreement until June 30, 2024.

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

COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER for the bulk delivery of 12.5% sodium hypochlorite for a two-year period not to exceed \$2.25 per gallon, unless notice and corresponding back-up of any price changes are provided to CITY by SERVICE PROVIDER. Notice must be in writing and be received no later than 30-days before price change is in effect. Contingent on the City Council's budget approval, a purchase order not to exceed before sales tax prices of \$75,000 in FY 2022-2023, and \$75,000 in FY 2023-2024 will be executed.

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the SERVICE PROVIDER for any successive one or two-year term unless sooner terminated.

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

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

CITY OF LAKEWOOD

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

SERVICE PROVIDER

By: \_\_\_\_\_  
Waterline Technologies, Inc.

Assigned to the Director of Water Resources

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Renew Purchasing Agreement for Water Disinfectant with Waterline Technologies

### INTRODUCTION

On July 28, 2020 the City Council approved an agreement with Waterline Technologies for Delivery of 12.5% sodium hypochlorite and hydrochloric acid for a two-year period. The City currently utilizes around 20,000 gallons of 12.5% sodium hypochlorite and 4,000 gallons of hydrochloric acid per year to disinfect the City's two public pools. The agreement with Waterline Technologies is scheduled to end on June 30, 2022; therefore, staff recommends extending the agreement with Waterline Technologies to June 30, 2023.

### STATEMENT OF FACT


To date, Waterline Technologies has continued to supply all deliveries of 12.5% sodium hypochlorite and hydrochloric acid required to fulfill their existing contract to a high level of satisfaction for City staff.

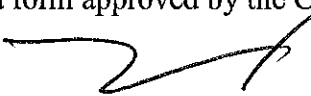
Due to current economic constraints and the volatility of the price of chemicals, it is important that the City of Lakewood ensure continuity of services and supply from a trusted service provider who has committed to prioritize Lakewood's delivery and to protect itself against sudden fluctuations in prices without fair warning. Therefore, staff recommends amending the expiring contract with Waterline Technologies to include a clause requiring a 30-day notice of any price changes during the life of this contract. Furthermore, staff recommends extending the existing agreement with Waterline Technologies for FY 2022-2023 for a not-to-exceed amount of \$90,000 per fiscal year.

### RECOMMENDATION

It is recommended that the City Council:

1. Amend the existing agreement to include a price change notification clause.
2. Amend the existing agreement to increase the not-to-exceed limit to \$90,000 per year.
3. Extend the agreement with Waterline Technologies of Santa Ana, CA for delivery of 12.5% Sodium Hypochlorite and Hydrochloric Acid to June 30, 2023.
4. Authorize the Mayor to sign the amendment in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

AMENDMENT TO AGREEMENT  
FOR DELIVERY OF 12.5% SODIUM HYPOCHLORITE AND HYDROCHLORIC ACID  
WITH WATERLINE TECHNOLOGIES

The Agreement dated July 28, 2020 is hereby amended as follows:

1. Paragraph 3 - COMPENSATION FOR SERVICES. For and in consideration of the professional services performed by the SERVICE PROVIDER and when approved by the CITY, the CITY agrees to pay the SERVICE PROVIDER for the bulk delivery of 12.5% sodium hypochlorite for a one-year period not-to-exceed \$2.44 per gallon and for the bulk delivery of hydrochloric acid not-to-exceed \$4.62 per gallon, unless notice and corresponding back-up of any price changes are provided to CITY by SERVICE PROVIDER. Notice must be in writing and be received no later than 30-days before price change is in effect. Contingent on the City Council's budget approval, a purchase order not-to-exceed before sales tax prices of \$90,000 in FY 2022-2023 will be executed.
  
2. Paragraph 7 - Term, the undersigned agree to extend the Agreement identified in said Agreement, as amended, under the same terms and conditions, for one-year commencing July 1, 2022, and ending June 30, 2023.

The Agreement of July 28, 2020 is reaffirmed in all other aspects, except as amended herein.  
Dated the 14th day of June, 2022.

SERVICE PROVIDER

CITY OF LAKEWOOD

\_\_\_\_\_  
WATERLINE TECHNOLOGIES

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

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

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



**COUNCIL AGENDA**

June 14, 2022

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

**SUBJECT:** Agreement for Page Composition, Printing and Preparation for Mailing of the City Newsletter for FY 2022-2023

**INTRODUCTION**

The *Lakewood Living* newsletter has been one of the City's principal public information outlets since 1978. The FY 2022-2023 budget authorizes the production of six editions of the City newsletter and anticipates that an independent contractor will handle printing and preparation for mailing of the newsletter and, on a non-exclusive basis, other publications as determined by the City Manager. City staff write and design the content of the newsletter.

**STATEMENT OF FACTS**


Based on cost, production quality and a very high degree of customer service support, Western Printing and Graphics (now known as Westprint) has been retained again to provide newsletter printing services.

Funding in the amount of \$47,000 for the production of six newsletters (and, on a non-exclusive basis, other publications as determined by the City Manager) has been allocated in the City budget for FY 2022-2023.

**STAFF RECOMMENDATION**

That the City Council authorize the Mayor and City Clerk to execute an agreement with Westprint, subject to approval as to legal form by the City Attorney.

  
Bill Grady  
Director of Communication

  
Thaddeus McCormack  
City Manager

AGREEMENT FOR  
PREPARATION OF CITY INFORMATIONAL PERIODICALS  
FOR FY 2022-2023

THIS AGREEMENT, made and entered into this 1st day of July 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as "CITY," and WESTPRINT, sometimes hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H :

WHEREAS, Lakewood residents will benefit from information about municipal programs and services through the publication of a periodical; and

WHEREAS, the City Council of the City of Lakewood authorized the publication of a periodical in adopting the 2022-2023 fiscal year budget;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services

CONTRACTOR agrees, under the supervision of the Public Information Officer, to prepare, print, and deliver for distribution, following text copy prepared by CITY, an informational periodical, ready and suitable for mailing, as determined by CITY, during the fiscal year 2018-2019, if determined necessary by CITY. In providing said service, CONTRACTOR shall furnish all printing, binding, and delivery of the completed publication. The publication shall be in a format and size as determined by the Director of Communication. The paper stock shall be coated, recycled stock. The same shall have two (or more) colors, as selected by the Director of Communication. Said periodical binding shall be saddle stitched. In addition, CONTRACTOR agrees on preparation of said publication for mailing. CONTRACTOR's preparation of the publication for mailing shall consist of affixing labels or sorting the copies by postal carrier route, and drop shipment of the sorted copies to the post office location determined by the Postal Service.

CITY will provide design notes, color directions, and electronically composed pages with scanned and digitized art ready for direct output.

CONTRACTOR shall consult with the Director of Communication in the preparation and printing of said publication, and shall submit a blueline and colorkey for approval by the Director of Communication at least five days before the specified delivery date and within seven working days of receipt of the electronically composed pages. CITY covenants to return the blueline within twenty-four hours with any changes or modifications.

Except as specifically provided herein, CITY shall not be liable or responsible for any of the costs or expenses incurred by CONTRACTOR, or for supplying CONTRACTOR with any of the material necessary to complete, print, develop, or deliver said publication, CONTRACTOR covenanting and agreeing to be solely responsible therefor. In performing said services, CONTRACTOR agrees to meet with the Director of Communication and, if necessary, the City Manager or City Council, from time to time in order to coordinate the aforementioned work.

2. Term

This Agreement shall be for a term commencing July 1, 2022, and terminating on June 30, 2023; however, CITY reserves the right to terminate this Agreement on a thirty-day prior written notice at any time during the term of this Agreement.

Labor and material costs are to remain firm for a period of one year. Paper prices may be adjusted upwards or downwards based on changing market prices. In all cases, such adjustments shall be documented and be at the option of CITY.

3. Consideration

CITY agrees to pay the CONTRACTOR in consideration of said printing, binding, and mailing services the following consideration plus sales tax, payable within thirty days after approval and acceptance of the delivered copies, as follows:

4 pages + Flap @ 27,600 copies.....\$5,938.00

4-Page + Flap with 4-Page Transit Guide @ 27,600.....\$11,320.00

For other printing or delivery services not specified in the foregoing, CITY shall pay CONTRACTOR an amount to be negotiated.

4. Ownership

All material, copy, layout, artwork compiled, developed, or prepared in the course of performing this Agreement shall belong to CITY, but CONTRACTOR shall at all times until said publication is finally delivered to CITY at the place indicated by the Director of Communication, bear the risk of loss from any cause for reason whatsoever other than any loss occasioned by any act of negligence of CITY. In the event this Agreement should be terminated for any reason, CONTRACTOR shall immediately deliver to CITY all material, visualization, writing, artwork, layout, printing, binding accumulated and in the possession of CONTRACTOR, or to which CONTRACTOR may then be entitled to.

5. Contractor's Status

Nothing herein contained shall be deemed to make or constitute CONTRACTOR a CITY

officer or employee, the relationship herein intended to be created being that of an independent CONTRACTOR. It is further agreed by and between the parties hereto that agents, officers or employees of CITY, and CITY shall not be liable or responsible to them for anything whatsoever other than the liability to CONTRACTOR as set forth in this Agreement. CONTRACTOR shall have full control over said employees in the preparation and printing of said publication.

#### 6. Liability

CONTRACTOR agrees CITY shall not be liable for injury or damage to person or property that should be occasioned or caused by any act or omission of CONTRACTOR, its agents, officers and employees, or any organization CONTRACTOR should be associated with in the furtherance of this Agreement, and that CONTRACTOR will hold CITY, its officers and employees, harmless from liability thereon, and will defend the same in respect to any claim or legal action that might ensue as the result of said injuries and damages.

CONTRACTOR shall maintain and deposit with CITY insurance or a certificate of insurance which shall evidence the fact CONTRACTOR has in full force and effect a personal injury and property damage policy, including vehicle operation, protecting CONTRACTOR and CITY from liability in an amount not less than \$25,000.00 property damage, \$100,000.00 per person and \$300,000.00 per accident for personal injuries. Said policy or certificate shall contain a provision that the same cannot be canceled without at least thirty days written notice to CITY thereof and CITY shall be named as an additional insured.

#### 7. Assignment

CONTRACTOR shall not assign this Agreement or the performance thereof, or any part thereof, without the written consent of CITY.

#### 8. Notice

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

THE CITY:                      Director of Communication  
   City of Lakewood  
   5050 Clark Avenue  
   Lakewood, California 90714

THE CONTRACTOR:            WESTPRINT  
   675 N. Main Street  
   Orange, CA 92868  
   Voice: 949-250-3212

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

CITY OF LAKEWOOD

By \_\_\_\_\_  
MAYOR

ATTEST:

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

By \_\_\_\_\_

Title \_\_\_\_\_  
WESTPRINT

## COUNCIL AGENDA

June 14, 2022

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

**SUBJECT:** Approve an Amendment to the Engineering Services Agreement with Willdan

### INTRODUCTION

Willdan Engineering has assisted the City with engineering services on public works projects for many years. In 2002, the City and Willdan entered into an Agreement for Willdan to provide engineering support services to the City.

### STATEMENT OF FACT


Willdan assists the City with many types of projects including design, construction management, technical studies, and traffic engineering. When Willdan is asked to provide services for any larger project where the proposed fees are in excess of \$20,000, they provide a detailed, written proposal. Staff asks the City Council to authorize that proposal under this Engineering Services Agreement. Most of these projects have been funded with grant funds or special project funds, such as transportation funds.

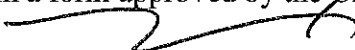
For smaller projects or studies where fees are less than \$20,000, Willdan provides a written letter proposal with fees capped at a not-to-exceed amount. This proposal is authorized by the city manager prior to starting work.

The funds for Willdan's authorizations are all budgeted, either in the operating budget in Professional Services, or in the specific larger projects. The Agreement with Willdan needs to be revised to incorporate the latest rate schedule.

### RECOMMENDATION

That the City Council approve an Amendment to the Agreement for Engineering Services with Willdan and authorize the Mayor to sign the revision in a form approved by the City Attorney.

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

COMPENSATION REVISION  
FOR  
ENGINEERING SERVICES AGREEMENT  
BETWEEN THE CITY OF LAKEWOOD AND WILLDAN

1. Revise first paragraph, Section 4 Payment to read “For and in consideration of the engineering services performed by the Engineer and when approved by the City, the City agrees to pay to the Engineer on a time and material basis, at a rate determined by Engineer’s July 2022 Schedule of Hourly Rates for services actually rendered.”

Dated the 14th day of June, 2022.

ENGINEER

CITY OF LAKEWOOD

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

\_\_\_\_\_  
Mayor

ATTEST

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

Approved as to form:

\_\_\_\_\_  
City Attorney

## COUNCIL AGENDA

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** First Amendment to Professional Services Agreement (PSA) with Worldwide Recovery Systems, Inc.

### INTRODUCTION

On March 21, 2022, the City approved an agreement with Worldwide Recovery Systems, Inc. (Worldwide) for the transportation and disposal of nonhazardous waste. The agreement with Worldwide Recovery Systems, Inc. is scheduled to end on June 30, 2022; therefore, staff recommends extending the agreement to June 30, 2024.

### STATEMENT OF FACT

The existing agreement with Worldwide allows city staff to rely on Worldwide for the disposal and removal of backwash waste generated by the City's Water Well 27 Plant, as well as any emergency response spill cleanup services at the same location. To date, Worldwide has fulfilled the terms of their agreement to a high level of satisfaction for City staff. Therefore, staff recommends extending the agreement with Worldwide to June 30, 2024 for an amount not to exceed \$42,000.00 for both FY 2022-2023 and FY 2023-2024.


### FISCAL IMPACT

Funds are proposed in Operating Account 75008200 55935 Hazmat Hauling for an amount not to exceed \$42,000.00 for both FY 2022-2023 and FY 2023-2024.

### RECOMMENDATION

Staff recommends that the City Council:

1. Extend the agreement with Worldwide Recovery Systems, Inc. of Pomona, CA for the transportation and disposal of nonhazardous waste to June 30, 2024; and
2. Authorize the Mayor to sign the agreement in a form approved by the City Attorney.

  
Derek Nguyen, Ph.D., P.E.  
Director of Water Resources

  
Thaddeus McCormack  
City Manager



**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH WORLDWIDE RECOVERY SYSTEMS, INC.**

THIS FIRST AMENDMENT, to Agreement is made and entered into on June 14, 2022, by and between the CITY OF LAKEWOOD, a municipal corporation, sometimes hereinafter referred to as CITY, and WORLDWIDE RECOVERY SYSTEMS, INC., sometimes hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, on March 21, 2022, the CITY and CONTRACTOR entered into an Agreement entitled "PROFESSIONAL SERVICES AGREEMENT WITH WORLDWIDE RECOVERY SYSTEMS, INC."; and

WHEREAS, the CITY and CONTRACTOR desire to extend the existing agreement until June 30, 2024; and

NOW, THEREFORE, it is hereby agreed by and between the parties that:

TERM. This agreement shall be extended until June 30, 2024 and may be renewed by the City with the concurrence of the CONTRACTOR for any successive one or two-year term unless sooner terminated pursuant to the provisions of this Agreement.

PAYMENT. The City agrees to pay CONTRACTOR for Services satisfactorily performed in an amount not to exceed \$42,000.00 for both FY 2022-2023 and FY 2023-2024.

All of the terms and conditions of the AGREEMENT not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAKEWOOD

By: \_\_\_\_\_  
Mayor

CONTRACTOR

By: \_\_\_\_\_  
Worldwide Recovery Systems, Inc.

Assigned to the Director of Water Resources

**COUNCIL AGENDA**

June 14, 2022

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Amending the Rate for Bin and Special Refuse Services

**INTRODUCTION**


The City of Lakewood's contract with EDCO Waste Services includes a provision for the annual adjustment of rates for bin and special refuse collection and disposal services, based upon the January to January CPI.

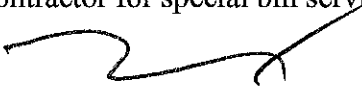
The tables attached to the proposed resolution have been adjusted to reflect an increase of 7.5 percent, based on the January-to-January CPI, to the amounts charged by EDCO for special bin service. The rates in the tables would be the maximum bin and special refuse rates that EDCO could charge, however, they are permitted to charge less. These rates will be effective July 1, 2022. EDCO will send notification to their commercial customers in their June billings.

Attached is the resolution, which implements these adjustments as listed in Appendix A.

**RECOMMENDATION**

It is recommended that the City Council adopt the attached Resolution, which adjusts the maximum amounts that may be charged by the contractor for special bin services

Kelli Pickler   
Director of Public Works

  
Thaddeus McCormack  
City Manager

RESOLUTION NO. 2022-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKEWOOD ADJUSTING THE MAXIMUM FEES OR  
CHARGES FOR BIN AND SPECIAL REFUSE SERVICE

WHEREAS, the City of Lakewood (the "City") and B-Z Disposal company (the "Contractor") did, on February 26, 2002, and on July 1, 2009 enter into an agreement for refuse collection; and

WHEREAS, the Agreement provides for an escalation rate to said maximum cap commencing July 1, 2009, and each fiscal year thereafter commencing on July 1, based on the January-to-January C.P.I. (Consumer Price Index), to be prepared by the Director of Administrative Services; and

WHEREAS, on June 10, 2003, the City Council approved the assignment of the Agreement for Solid Waste Collection from B-Z Disposal Services, Inc., to EDCO Waste Services, LLC, effective July 1, 2003.

NOW, THEREFORE, the City Council of the City of Lakewood does hereby resolve as follows:

SECTION 1. The Director of Administrative Services finds that the escalation rate is 7.5 percent.

SECTION 2. The fees or charges for bin and special service set forth in Appendix A, attached hereto, have been adjusted by the Director of Administrative Services based on the escalation rate. Said adjusted fees or charges shall be effective on July 1, 2022, and shall be the maximum fees or charges collected by the Contractor for special bin service.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, and the same shall be effective as of the 1st day of July, 2022.

ADOPTED AND APPROVED this 14th day of June, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Appendix A**  
**BIN AND SPECIAL REFUSE SERVICE**  
**MAXIMUM RATE SCHEDULE**  
Effective July 1, 2022

<b>Service</b>	<b>Maximum Fee</b>	
<i>Trash or Split Bin (½ Trash- ½ Recycle)</i>		
1 Pickup Per Week, 3 yard bin	\$146.50	per month
2 Pickup Per Week, 3 yard bin	\$229.10	per month
3 Pickup Per Week, 3 yard bin	\$311.57	per month
4 Pickup Per Week, 3 yard bin	\$394.01	per month
5 Pickup Per Week, 3 yard bin	\$ 476.69	per month
6 Pickup Per Week, 3 yard bin	\$559.32	per month
Lock Lids	\$23.73	per month
Automated Trash/Recycle Cart -1 x Week	\$56.85	per month
Automated Trash/Recycle Cart -2 x Week	\$113.68	per month
Extra Automated Trash or Recycle Cart	\$12.19	per cart per dump
Compactor Bins 1 x F/L	\$ 317.77	
Compactor Bins 2 x F/L	\$497.04	
Compactor Bins 3 x F/L	\$ 675.81	
Compactor Bins 4 x F/L	\$854.61	
Compactor Bins 5 x F/L	\$1,033.89	
Compactor Bins 6 x F/L	\$1,213.12	
Extra Pickups (Excluding Sundays)	\$71.09	
Sunday Pickups	\$104.87	
Steam Clean Bins	\$ 79.16	
Roll Off Compactors	\$827.29	
Steam Clean Compactors	\$ 187.97	
Bin Roll Out Service Over 50 Feet 1 x	\$31.65	per bin
Bin Roll Out Service Over 50 Feet 2 x	\$63.29	per bin
Bin Roll Out Service Over 50 Feet 3 x	\$94.98	per bin
Bin Roll Out Service Over 50 Feet 4 x	\$126.62	per bin
Bin Roll Out Service Over 50 Feet 5 x	\$158.28	per bin
Bin Roll Out Service Over 50 Feet 6 x	\$189.92	per bin
Scout Service 1x per week	\$36.28	per bin
Scout Service 2x per week	\$ 72.55	per bin
Scout Service 3x per week	\$108.84	per bin
Scout Service 4x per week	\$145.11	per bin
Scout Service 5x per week	\$181.41	per bin
Scout Service 6x per week	\$217.69	per bin
Bin Roll Off Containers (Recycling)	\$366.04	plus disposal fee
Shared Bin Usage	\$5.44	per month
Roll-Off Container	\$583.65	per bin
3 Yard Recycling Bins 1x per week	\$53.61	
3 Yard Recycling Bins 2x per week	\$91.93	
3 Yard Recycling Bins 3x per week	\$130.24	
3 Yard Recycling Bins 4x per week	\$ 168.54	
3 Yard Recycling Bins 5x per week	\$197.70	
3 Yard House Bin – No dirt or concrete	\$128.61	per bin
1 Yard House Bin – Dirt and concrete	\$128.61	per bin
Automated Recycling Carts 1x per week	\$24.57	
Additional Carts 1x per week	\$8.06	
Automated Recycling Carts 2x per week	\$49.13	
Additional Carts 2x per week	\$16.14	
Bulky Item Pick-up (One Item)	\$16.04	
Bulky Item Pick-up (2-4 additional items)	\$12.82	per item

**Appendix A (continued)**  
**BIN AND SPECIAL REFUSE SERVICE**  
**MAXIMUM RATE SCHEDULE**  
 Effective July 1, 2022

<b>Service</b>	<b>Maximum Fee</b>	
<i>Organic Waste Receptacles</i>		
1 Pickup Per Week, 65gl Cart	\$85.18	per month
2 Pickup Per Week, 65gl Cart	\$170.37	per month
3 Pickup Per Week, 65gl Cart	\$255.55	per month
4 Pickup Per Week, 65gl Cart	\$340.73	per month
5 Pickup Per Week, 65gl Cart	\$425.92	per month
6 Pickup Per Week, 65gl Cart	\$511.10	per month
7 Pickup Per Week, 65gl Cart	\$596.28	per month
Extra Pickup, 65gl Cart	\$34.08	per month
1 Pickup Per Week, 96gl Cart	\$91.00	per month
2 Pickup Per Week, 96gl Cart	\$181.99	per month
3 Pickup Per Week, 96gl Cart	\$273.00	per month
4 Pickup Per Week, 96gl Cart	\$364.00	per month
5 Pickup Per Week, 96gl Cart	\$454.99	per month
6 Pickup Per Week, 96gl Cart	\$545.98	per month
7 Pickup Per Week, 96gl Cart	\$636.98	per month
Extra Pickup, 96gl Cart	\$36.40	per month
1 Pickup Per Week, 1 cu. Yard Bin	\$128.08	per month
2 Pickup Per Week, 1 cu. Yard Bin	\$250.14	per month
3 Pickup Per Week, 1 cu. Yard Bin	\$375.22	per month
4 Pickup Per Week, 1 cu. Yard Bin	\$500.29	per month
5 Pickup Per Week, 1 cu. Yard Bin	\$624.98	per month
6 Pickup Per Week, 1 cu. Yard Bin	\$750.44	per month
7 Pickup Per Week, 1 cu. Yard Bin	\$875.51	per month
Extra Pickup, 1 cu. Yard Bin	\$51.22	per month
1 Pickup Per Week, 2 cu. Yard Bin	\$146.23	per month
2 Pickup Per Week, 2 cu. Yard Bin	\$285.89	per month
3 Pickup Per Week, 2 cu. Yard Bin	\$428.84	per month
4 Pickup Per Week, 2 cu. Yard Bin	\$571.79	per month
5 Pickup Per Week, 2 cu. Yard Bin	\$714.71	per month
6 Pickup Per Week, 2 cu. Yard Bin	\$857.66	per month
7 Pickup Per Week, 2 cu. Yard Bin	\$1,000.61	per month
Extra Pickup, 2 cu. Yard Bin	\$ 58.49	per month
1 Pickup Per Week, 3 cu. Yard Bin	\$182.58	per month
2 Pickup Per Week, 3 cu. Yard Bin	\$357.96	per month
3 Pickup Per Week, 3 cu. Yard Bin	\$536.97	per month
4 Pickup Per Week, 3 cu. Yard Bin	\$715.95	per month
5 Pickup Per Week, 3 cu. Yard Bin	\$894.95	per month
6 Pickup Per Week, 3 cu. Yard Bin	\$1,073.94	per month
7 Pickup Per Week, 3 cu. Yard Bin	\$1,252.91	per month
Extra Pickup, 3 cu. Yard Bin	\$ 73.04	per month

Commencing July 1, 2019, and each fiscal year thereafter, the City Council shall by resolution adjust said maximum cap based on the January-to-January C.P.I. The adjustment shall be prepared by the Director of Finance and Administrative Services.

Bad Check Fee: \$37.00

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## **COUNCIL AGENDA**

June 14, 2022

**TO:** Honorable Mayor and City Council

**SUBJECT:** Water Conservation State Mandate

### **INTRODUCTION**

Due to the Governor's proclaimed states of emergency caused by dry conditions that have been extended since April 12, 2021, the City of Lakewood must now comply with the State mandate of at least a 15% reduction in water consumption as well as the implementation of Phase/Level II of the City's Water Shortage Contingency Plan.

### **STATEMENT OF FACT**

Following the proclaimed states of emergency on April 11, 2021, May 10, 2021, July 8, 2021, and October 19, 2021 due to dry conditions, and the continuing drought conditions throughout the state of California, the Governor issued Executive Order N-7-22 containing a call for Californians to voluntarily reduce their water use by 15% from their 2020 levels. This Executive Order called for the State Water Resources Control Board to consider adopting emergency conservation regulations that included:

- a. A requirement that each urban water supplier submit to the Department of Water Resources a preliminary annual water supply and demand assessment no later than June 1, 2022 and submit a final assessment no later than July 1, 2022.
- b. A requirement that each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources implement, at minimum, the water shortage response actions for a shortage level up to 20% (Phase/Level II) by the date set by the Water Board.
- c. A requirement that the Water Board define "non-functional" turf (turf that is ornamental and not used for human recreation purposes) and ban all irrigation of "non-functional" turf in the commercial, industrial, and institutional sectors.

In light of these new requirements, in order to remain in compliance with state-mandated water conservation efforts, the City of Lakewood will need to adopt a resolution that will place us into Phase II of our Water Shortage Contingency Plan, which was adopted on June 22, 2021. Currently, the City of Lakewood is operating under the "Voluntary" Phase of conservation mandated by our Water Shortage Contingency Plan. This Phase includes all water conservation restrictions in the City's Municipal Code that were updated and adopted in 2015, with the exception of any restrictions on frequency of outdoor landscape irrigation.

For reference, some of the existing water restrictions are summarized as follows:

- a. The prohibition of the application of potable water to outdoor landscapes in a manner that

Water Conservation State Mandate

June 14, 2022

Page 2

- causes runoff onto adjacent property, non-irrigated areas, public walkways, etc.
- b. The use of a hose that dispenses potable water to wash a motor vehicle, except where a hose is fitted with a shut-off nozzle.
  - c. The application of potable water to driveways and sidewalks
  - d. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
  - e. The application of potable water to outdoor landscapes during and within 48 hours after measureable rainfall.
  - f. The serving of drinking water other than upon request in eating or drinking establishments.
  - g. The irrigation with potable water of ornamental turf on public street medians.
  - h. The irrigation with potable water of landscapes outside of newly constructed homes and buildings in a manner inconsistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.

With the movement to Phase/Level II of Lakewood's Water Contingency Plan, the new additional water restrictions are summarized as follows:

- a. Residential and commercial landscape irrigation is restricted to no more than three (3) times per week for no more than ten (10) minutes per station during the months of June through September, and prohibited between the hours of 9:00 a.m. and 5:00 p.m.
- b. Residential and commercial landscape irrigation is restricted to no more than two (2) times per week for no more than ten (10) minutes per station during the months of October through May, and prohibited between the hours of 9:00 a.m. and 5:00 p.m.
- c. Leaks from indoor and outdoor plumbing fixtures shall be repaired within four (4) days upon receipt of written notice of observed water leak.


Based on the Governor's Executive Order, these restrictions will remain in effect as long as a state of emergency for dry conditions is in place. If statewide dry conditions persist, movement to higher phases/levels of water shortage contingency plans may have to be adopted by City Council action.

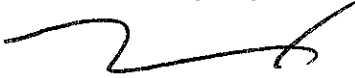
In their June 2, 2022 meeting, the City Council Water Resources Committee approved the recommendation to City Council to adopt the proposed resolution declaring the implementation of Phase II water conservation measures of the City of Lakewood's Water Shortage Contingency Plan.

**RECOMMENDATION**

Staff recommends that the City Council:

1. Adopt the proposed resolution declaring the implementation of Phase II water conservation measures of the City of Lakewood's Water Shortage Contingency Plan.

  
Derek Nguyen, Ph.D., P.E.  
Director of Water Resources

  
Thaddeus McCormack  
City Manager



RESOLUTION NO. 2022-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD DECLARING THE IMPLEMENTATION OF PHASE II WATER CONSERVATION MEASURES BY PURSUANT TO REGULATIONS IMPOSED BY THE STATE OF CALIFORNIA

WHEREAS, as part of the City of Lakewood's 2020 Urban Water Management Plan, the adoption of a stand-alone Water Shortage Contingency Plan was required by the State of California's Department of Water Resources for all water suppliers; and,

WHEREAS, as part of the City of Lakewood's 2020 Urban Water Management Plan, the City's Water Shortage Contingency Plan was approved by the State Department of Water Resources in 2022;

WHEREAS, said plan authorizes the City Council to declare the implementation of water conservation provisions by resolution; and

WHEREAS, on May 24, 2022 the State of California Water Resources Control Board, responding to the Governor's call for water conservation, adopted emergency water conservation regulations requiring urban water agencies to place mandatory water use restrictions on outdoor water use or to implement Water Shortage Contingency Plans to accomplish same; and

WHEREAS, it is necessary to comply with the State of California Water Resources Control Board regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Lakewood does determine that the statewide drought requires action by Lakewood residents and businesses to reduce water use by fifteen percent (15%) and directs staff to extend water use restrictions in Sections 7511.1(a) through 7511.14(j) of the Lakewood Municipal Code.

SECTION 2. The City Council hereby enacts Mandatory Phase 2 shortage response actions set forth by the Water Shortage Contingency Plan adopted on June 22, 2021.

SECTION 3. This Resolution shall be effect upon adoption and shall apply until any future water conservation mandates are proposed, at which time the City Council is to review the water supply conditions to determine the need for continued mandatory conservation measures.

ADOPTED AND APPROVED THIS 14TH DAY OF JUNE, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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**TO:** The Honorable Mayor and members of the City Council

**SUBJECT:** Proposed Ordinance Pertaining to Street Racing and Reckless Driving

**INTRODUCTION**

The purpose of this ordinance is to establish procedures for civil forfeiture of vehicles used in street racing activities and prohibit spectators attending street racing events in an effort to deter street racing and protect the public.

**STATEMENT OF FACT**

Street racing and related acts of reckless driving have grown in recent years nationwide and regionally, particularly the past couple of years during the Coronavirus pandemic, and popularized through movies and social media. Participants and spectators typically will gather at car shows or “meet ups” to show off their modified vehicles and then travel to a location to race or engage in “sideshows”, performing donuts and burnouts in an intersection or parking lot. Many times these events attract hundreds of people, blocking streets and impeding the normal flow of traffic.

These street racing activities pose a serious danger to the public, as well as the participants and spectators. In the past few years, there have been numerous incidents throughout Southern California of persons suffering serious injuries, or even death, as a result of street racing. Also, significant damage is caused to the asphalt from the tire marks or vehicle collisions that do occur.

California DMV reported a significant increase in 2021 in the number of reckless driving citations statewide and an 80 % increase in excessive speed violations. The California Highway Patrol has reported, in the past five years, 264 collisions statewide attributed to street racing and sideshows, resulting in 30 fatalities and 124 serious injuries.

In Lakewood, in the past three years, Deputy Sheriff’s have cited/arrested 38 drivers for speed contest, exhibition of speed or reckless driving, and impounded 11 vehicles.

California Vehicle Code (CVC) prohibits motor vehicle speed contests and speed exhibitions as well as reckless driving. Anyone engaged in these activities is guilty of a misdemeanor and faces penalties that may include up to 90 days in jail, a fine up to \$1,000, or both, and 40 hours of community service and suspension of their driver’s license for a period of three to six months. Repeat violations or violations resulting in serious bodily injury have increased jail time and penalties.

Additionally, the CVC further provides for a vehicle used in a speed contest, exhibition of speed or any act of reckless driving to be immediately impounded by law enforcement for a maximum of 30 days.

The proposed ordinance further addresses street racing activity in Lakewood by establishing a civil forfeiture procedure and prohibiting spectators at street racing events.

#### Civil Forfeiture

Establishing a civil forfeiture process allows Lakewood to seek additional remedies to deter street racing activity beyond existing California law. The threat of losing personal property, especially a costly vehicle that may have expensive modifications, serves as a deterrent to not engage in street racing or reckless driving behavior.

The civil forfeiture is initiated when:

- a vehicle is used in a speed contest, exhibition of speed or an act of reckless driving in violation of the CVC and impounded, and
- the registered owner or a member of their immediate family was the driver or a passenger of the vehicle at the time of the violation, and
- has a prior conviction of fleeing or evading law enforcement, speed contest, exhibition of speed, or reckless driving, or speeding in excess of 100MPH

The forfeiture process includes noticing all legal and registered owners of the subject vehicle of the intended forfeiture and provides an opportunity for a hearing to determine validity of the vehicle storage and oppose the intended forfeiture. If no claim is filed, the City Prosecutor is to prepare a written declaration of forfeiture. If a claim is filed, the City Prosecutor shall file a petition for forfeiture with the appropriate court.

During the forfeiture process, a vehicle may be released upon one of two situations:

- At the time of the violation there is a community property interest in the vehicle to be forfeited and the vehicle is the only vehicle available to the registered owner's family, provided certain conditions are met to include proof of the community interest and a stipulated vehicle release agreement is signed, or
- Completion of a signed stipulated vehicle release agreement, which provides for the automatic future forfeiture and transfer of title to the City of any vehicle registered to the signer that is used in future violations of speed contest, exhibition of speed or reckless driving. Such stipulated release agreement shall be in effect for five years.

Upon declaration of forfeiture by the City Prosecutor or an order of forfeiture is issued by the court, the forfeited vehicle is to be sold. Proceeds from the sale of the vehicle are to be distributed in the following priority:

- 1) to satisfy towing and storage fees, costs for providing notice of forfeiture, associated costs for the sale of the vehicle and any unfunded judicial proceeding costs
- 2) the city's legal expenditures for City Prosecutor services

Street Racing Ordinance

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- 3) the city's associated law enforcement expenditures, except personnel other than overtime costs
- 4) the city's costs to repair damage to streets or intersections as result of the initial violation
- 5) to the legal owner for outstanding indebtedness incurred prior to impoundment
- 6) any secondary lien holder
- 7) others person, other than registered owner or legal owner, that can reasonably establish an interest in the vehicle
- 8) any remaining balance is transferred to the city attention to the Director of Finance and Administrative Services.

If a determination is made that a vehicle has little to no value and cannot be readily sold, the city may donate the vehicle to a charitable organization or have the vehicle transferred to a licensed dismantler.

Spectators Prohibited at Street Races

Additionally, California law does not currently have any provisions specifically relating to prohibiting spectators at street races or sideshows. The proposed ordinance makes it unlawful for any person to be present at any type of street racing event or other such "sideshow" activity, or where preparations are being made for such activities.

This provision of the ordinance is intended to discourage spectators from gathering at street races, thereby removing the audience and discouraging these events from occurring, and providing law enforcement an additional tool to combat street racing.

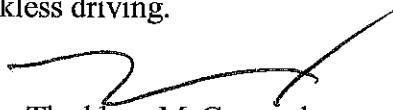
**RECOMMENDATION**

Staff recommends that the City Council introduce the proposed ordinance amending the Lakewood Municipal Code pertaining to street racing and reckless driving.

Joshua Yordt  
Public Safety Director



Thaddeus McCormack  
City Manager



ORDINANCE NO. 2022-2

AN ORDINANCE OF THE CITY OF LAKEWOOD AMENDING  
ARTICLE III OF THE LAKEWOOD MUNICIPAL CODE BY  
ADDING CHAPTER 4 RELATING TO STREET RACING AND  
RECKLESS DRIVING

WHEREAS, motor vehicle speed contests and exhibitions of speed are more commonly referred to as "street races," and common acts of reckless driving often occur during, or when preparations are being made for, such illegal street races. This includes pre-race events referred to as "sideshows" or motorcycle "stunting" in which groups of people block streets and sidewalks to form sideshow or stunt areas in conjunction with street races; and

WHEREAS, street races, sideshows, and motorcycle stunting pose an immediate threat to the health and safety of the public, interfere with pedestrian and vehicular traffic, create a public nuisance, and inhibit private business owners from enjoying the use of their property within the City; and

WHEREAS, groups of racers, sideshow participants, stunters, and spectators gather on the streets and in off-street parking facilities and, among other things, block traffic on the streets and sidewalks in order to form a racetrack, sideshow or stunt area, place bets and wagers, and otherwise encourage, aid and abet the street racing process; and

WHEREAS, illegal street racers accelerate to high speeds without regard to oncoming traffic, pedestrians, or other vehicles, and the racers drive quickly from street to street, race for several hours, and then move to different locations upon the arrival of law enforcement; and

WHEREAS, these activities often result in an increase in traffic accidents, property crimes and damage, and calls for law enforcement service; and

WHEREAS, illegal street racing, sideshows, and motorcycle stunting attract many spectators, and the presence of spectators at these events encourages street racing to continue and creates an environment in which illegal activities can flourish; and

WHEREAS, pursuant to California Vehicle Code sections 23103, et seq., and 23109, et seq., motor vehicle speed contests, reckless driving, exhibitions of speed conducted on public streets and highways, and reckless driving conducted on public streets, highways, and off-street parking facilities, as well as aiding and abetting in some of these violations, are already illegal under California law; and

WHEREAS, currently, the California Vehicle Code allows law enforcement to immediately arrest a driver and impound a vehicle used in violation of sections 23103 or 23109 for up to 30 days, and

WHEREAS, as such, the City Council desires to establish procedures for civil forfeiture of vehicles used in street racing or other acts of reckless driving; and

WHEREAS, currently, the California Vehicle Code does not contain a section specifically relating to prohibiting spectators at street races, sideshows, and reckless driving exhibitions; and

WHEREAS, as such, the City Council desires to make it a violation of the Lakewood Municipal Code to be a spectator at a street race, sideshow, or reckless driving exhibition on or in a public highway or off-street parking facility, or to be present during preparations for such events; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEWOOD DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. INTENT. Article III Public Safety of the Lakewood Municipal Code is hereby amended as provided in this Ordinance to provide legislative remedies to deter and address the public safety impacts of street races, reckless driving and exhibitions of speed by creating procedures for civil forfeiture of vehicles used in these unsafe, unlawful activities and prohibiting spectators at these events.

SECTION 2. PURPOSE. The purpose of this Ordinance is to discourage and prevent street racing, sideshows, and reckless driving exhibitions activities and prohibit spectators at such events, and provide appropriate enforcement measures to protect the public and deter this criminal activity.

SECTION 3. Chapter 4 Street Races, Sideshows, and Reckless Driving Exhibitions of Article III Public Safety of the Lakewood Municipal Code is hereby added to read as follows:

**CHAPTER 4 STREET RACES, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

**3400 DEFINITIONS**

The definitions in this Section apply to the following terms as used in this Chapter:

“Days” means workdays not including weekends and holidays.

“Director of Public Safety” means the Director of Public Safety for the City of Lakewood or designee.

“Driver” means any person who drives a motor vehicle.



"Exhibition of speed" means any unlawful motor vehicle exhibition of speed as defined by California Vehicle Code Section 23109(c), whether or not the exhibition of speed is attended by persons other than the drivers performing such unlawful activity on City streets.

"Immediate family" means father, mother, sister, or brother.

"Legal owner" means a person holding a security interest in a vehicle referred to in California Vehicle Code Section 370.

"Motor vehicle" means a vehicle as defined in California Vehicle Code Section 670.

"Motor vehicle speed contest" means any unlawful motor vehicle speed contest, as defined by California Vehicle Code Section 23109(a), whether or not the race is attended by persons other than the drivers racing the vehicles on City streets.

"Offstreet parking facility" has the same meaning as set forth in subdivision (c) of California Vehicle Code section 12500, as it may be amended from time to time, and includes any public or private parking facility open and accessible to members of the public.

"Preparations" for any street race, sideshow, or reckless driving exhibition include, but are not limited to, any of the following acts done for the purpose of a street race, sideshow, or reckless driving exhibition:

1. One (1) or more motor vehicles and persons have arrived at a predetermined location on a public street or highway or in an offstreet parking facility;
2. One (1) or more persons have gathered on, or adjacent to, a public street or highway;
3. One (1) or more persons have gathered in an offstreet parking facility;
4. One (1) or more persons have gathered for a sideshow, motorcycle stunting or other exhibition in conjunction with a street race or reckless driving exhibition;
5. One (1) or more persons have impeded the public use of a public street, highway, or offstreet parking facility by acts, words or physical barriers;
6. One (1) or more motor vehicles have lined up on a public street, highway, or offstreet parking facility with motors running;
7. One (1) or more drivers is revving a motor vehicle's engine or causing the motor vehicle's tires to spin; or
8. A person is standing or sitting in a location for the purpose of acting as a race starter.

A person is "present" at a street race or reckless driving exhibition if that person is within two hundred (200) feet of the location of the street race or reckless driving exhibition, or within two hundred (200) feet of the site of the preparations for either of these activities.

"Reckless driving exhibition" means any exhibition of reckless driving referred to in California Vehicle Code section 23103, as it may be amended from time to time.

“Registered owner” means a person registered by the Department of Motor Vehicles as the owner of a vehicle referred to in California Vehicle Code Section 505.

"Scene" means the site or location of a street race, sideshow, or reckless driving exhibition or the site or location of the preparations for a street race or reckless driving exhibition. The scene includes the path or course of the street race or reckless driving exhibition.

“Sideshow” means an event in which two or more persons block or impede traffic on a highway for the purpose of performing motor vehicle stunts, street racing, or reckless driving for spectators referred to in subdivision (i)(2)(A) of California Vehicle Code Section 23109, as may be amended from time to time.

"Spectator" means any person who is present at a street race or reckless driving exhibition, or the site of the preparations for either of these activities, for the purpose of viewing, observing, watching, or witnessing the event as it progresses. A spectator includes any person at the location of the event without regard to the means by which the person arrived.

“Street race” or “street racing” means any motor vehicle speed contest or motor vehicle exhibition of speed referred to in subdivisions (a) and (c) of California Vehicle Code Section 23109, as may be amended from time to time.

#### **3401 NONEXCLUSIVE REMEDY**

This Chapter is not the exclusive regulation or penalty for participation in a motor vehicle speed contest or an exhibition of speed. It supplements and is in addition to any other regulatory codes, statutes, and ordinances heretofore or hereafter enacted by the City, the State or any other legal entity or agency having jurisdiction.

#### **3402 SPECTATORS PROHIBITED AT STREET RACES, SIDESHOWS, AND RECKLESS DRIVING EXHIBITIONS**

- A. It shall be unlawful for any person to be knowingly present as a spectator at a street race, sideshow, or reckless driving exhibition conducted on a public street or highway or in an offstreet parking facility.
- B. It shall be unlawful for any person to be knowingly present as a spectator where preparations are being made for a street race, sideshow, or reckless driving exhibition conducted on a public street or highway or in an offstreet parking facility.
- C. Nothing in this section prohibits peace officers or their agents who are acting in the course of their official duties from being spectators at a street race, sideshow, or reckless driving exhibition and/or spectators at the location of preparations for any of these activities.

#### **3403 VIOLATIONS AND ADMISSIBLE EVIDENCE**

- A. Notwithstanding any other provision of law, to prove a violation of Section 3402 of this Chapter, admissible evidence may include, but is not limited to, any of the following:
  - 1. That the person charged has previously participated in or been a spectator at a street race, sideshow, or reckless driving exhibition;

2. That the person charged has previously aided and abetted street racing, sideshow, or a reckless driving exhibition;
  3. That the person charged has previously attended a street race, sideshow, or reckless driving exhibition; or
  4. That the person charged was previously present at a location where preparations were being made for a street race, sideshow, or reckless driving exhibition, or where a street race or reckless driving exhibition was in progress.
  5. To the fullest extent permissible by law, evidence of prior act(s) may be admissible to show the plan, opportunity, intent, knowledge, identity and/or propensity of the person charged to be present at a street race, sideshow, or a reckless driving exhibition if the prior act(s) occurred within three (3) years of the presently charged offense. The prior act(s) may also be admissible to show that, in the absence of a mistake or accident, the person charged had knowledge that a street race, sideshow, or reckless driving exhibition was taking place.
- B. In addition to the circumstances set out in subsection A of this Section, and notwithstanding any other provision of law, to prove a violation of any provision of this Chapter, admissible evidence may also include, but is not limited to, any of the following:
1. The time of day;
  2. The nature and description of the scene, including the number and configuration of traffic lanes;
  3. The number of people at the scene;
  4. The location of the person charged in relation to any person or group of persons present at the scene;
  5. The number and types of motor vehicles at the scene;
  6. That the motor vehicles at the scene have been modified or altered to increase power, handling, or visual appeal;
  7. That the person charged drove or was transported to the scene; or
  8. That the person charged admitted to being a spectator at a street race, sideshow, or reckless driving exhibition.

#### **3404 FORFEITURE OF NUISANCE VEHICLES**

A motor vehicle shall be declared a nuisance and subject to forfeiture under this chapter if:

- A. It is used in violation of California Vehicle Code Section 23109(a) or (c) or 23103(a) or (b); and
- B.
  - a. The registered owner of the vehicle is the driver or a passenger of the vehicle at the time of the violation; or
  - b. A member of the registered owner's immediate family is the driver or a passenger of the vehicle at the time of the violation; or
  - c. The driver or a passenger lives at the same address as the registered owner at the time of the violation; or
  - d. The driver or a passenger in the vehicle at the time of the violation has a prior contact in the vehicle, as determined by law enforcement records; and

- C. The driver or in passenger at the time of the violation who has a prior contact in the vehicle has:
- a. A previous misdemeanor or felony conviction for California Vehicle Code sections 2800.2(a) or 23104(a); or
  - b. A previous misdemeanor conviction for a violation of California Vehicle Code sections 2800.1(a) or (b), or California Vehicle Code sections 23103(a) or (b), or 23109(a) or (c); or
  - c. A previous conviction for a violation of California Vehicle Code section 22348(b).

**3405 RIGHT TO REQUEST A HEARING**

A registered or legal owner at the time of the violation may request a hearing pursuant to Section 3406 to determine the validity of the forfeiture action authorized by this Chapter.

**3406 POST STORAGE HEARING**

- A. The City shall provide the opportunity for a post-storage hearing to determine the validity of the storage to the persons who were the registered and legal owners of the vehicle at the time of impoundment. The hearing request shall be made to the City Clerk not later than 10 days after the date the vehicle was impounded. However, the hearing request shall be made within three days after the date the vehicle was impounded if personal service was provided to the registered or legal owner pursuant to Section 3408 and no mailed notice is required.
- B. The post-storage hearing shall be conducted not later than two days after the date it was requested. The hearing shall be conducted by an independent hearing officer. Failure of either a registered or legal owner to request a hearing as provided in Section 3406(A) or to attend a scheduled hearing shall satisfy the post-storage hearing requirement.

**3407 NOTICE OF FORFEITURE TO LEGAL AND REGISTERED OWNERS**

- A. When a violation of California Vehicle Code sections 23109(a) or (c) or 23103(a) or (b) occurs causing a vehicle to be subject to forfeiture under this Chapter, the Director of Public Safety shall ascertain from the Department of Motor Vehicles the names and addresses of all legal and registered owners of that vehicle.
- B. Within three days of impoundment, the Director of Public Safety shall send a notice of forfeiture by certified mail, return receipt requested, to all legal and registered owners of the vehicle proposed for forfeiture. The notice shall be sent to the addresses obtained from the Department of Motor Vehicles.

**3408 PERSONAL SERVICE OF NOTICE OF FORFEITURE**

If a legal or registered owner was personally served a notice of forfeiture at the time of the violation which caused a vehicle to be subject to forfeiture under this division, and the notice contains all the information required to be provided by Section 3409, no further notice is required to be sent to that owner. However, a notice shall still be sent to other current legal or registered owners of record of the vehicle, if any.

**3409 CONTENTS OF NOTICE OF FORFEITURE**

The notice shall inform legal and registered owners of the vehicle that the vehicle will be declared a nuisance and forfeited to the City subject to Article III, Chapter 4 of the Lakewood Municipal Code, and will be sold or otherwise disposed of pursuant to Sections 3417, 3418, and 3419. The notice shall also include instructions for filing a claim with the City Clerk, and the time limits for filing a claim.

**3410 ADMINISTRATIVE FORFEITURE**

If no claims are filed and served within 15 days of the mailing of the notice pursuant to Section 3407 or within 5 days of personal service of the notice pursuant to Section 3408, the City Prosecutor shall prepare a written declaration of forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the City Prosecutor under this Section shall be deemed to provide good and sufficient title to the forfeited vehicle. A copy of the declaration shall be provided on request to any person informed of the pending forfeiture pursuant to Sections 3407 and 3408. A claim that is filed and later withdrawn by the claimant shall be deemed to not have been filed.

**3411 CLAIM OPPOSING FORFEITURE AND PETITION FOR FORFEITURE**

If a claim is timely filed and served with the City Clerk, then the City Prosecutor shall file a petition for forfeiture with the appropriate Court within 10 days of the receipt of the claim. The City Prosecutor shall establish an expedited hearing date in accordance with instructions from the court. Any court filing fee established by the court, shall be paid by the claimant made payable to the court, but shall be reimbursed by the City if the claimant prevails.

**3412 JUDICIAL FORFEITURE PROCEEDINGS**

The filing of a claim within the time limit specified in Section 3410 is considered a jurisdictional prerequisite for initiating a forfeiture proceeding. A proceeding in the civil case is a limited civil case. The burden of proof in the civil case shall be on the City by a preponderance of the evidence. All questions that may arise shall be decided and all other proceedings shall be conducted as in an ordinary civil action. A judgment of forfeiture does not require as a condition precedent the conviction of a defendant for the current violation which gave rise to the nuisance and caused these forfeiture proceedings to be initiated.

**3413 COMMUNITY PROPERTY INTEREST RELEASE**

If at the time of the violation there is a community property interest in the vehicle to be forfeited, and at the time of the violation the vehicle is the only vehicle available to the registered owner's immediate family that may be operated with a class C driver's license, the vehicle shall be released to a registered owner or to the community property interest owner upon compliance with all of the following requirements:

- A. The registered owner or the community property interest owner requests release of the vehicle and the owner of the community property interest submits proof of that interest; and
- B. The registered owner or the community property interest owner submits proof that the vehicle is properly registered pursuant to the California Vehicle Code; and

- C. All towing and storage charges and any administrative charges authorized pursuant to California Vehicle Code section 22850.5 are paid; and
- D. The registered owner and the community property interest owner sign a stipulated vehicle release agreement, as described in Section 3414, in consideration for the nonforfeiture of the vehicle.

**3414 STIPULATED VEHICLE RELEASE AGREEMENT**

- A. A stipulated vehicle release agreement shall provide for the consent of the signers to the automatic future forfeiture and transfer of title to the City of any vehicle registered to that person, if the vehicle is used in violation of California Vehicle Code sections 23109(a) or (c) or 23103 (a) or (b). The agreement shall be in effect for five years from the date of signing and shall be maintained by the Director of Public Safety.
- B. No vehicle shall be released pursuant to Section 3413 if the Director of Public Safety has on file a prior stipulated vehicle release agreement signed by that person within the previous five years.

**3415 VEHICLE TITLE VESTING IN THE CITY**

All right, title, and interest in the vehicle shall vest in the City upon commission of the act giving rise to the nuisance under this division.

**3416 SALE OF FORFEITED VEHICLE AFTER DECLARATION OF FORFEITURE**

Any vehicle forfeited pursuant to this division shall be sold once a declaration of forfeiture is issued by the City Prosecutor or an order of forfeiture is issued by a court, as the case may be, pursuant to Sections 3410 and 3412.

**3417 SALE OF FORFEITED VEHICLE BY LEGAL OWNER**

- A. Any legal owner who is a motor vehicle dealer, bank, credit union, acceptance corporation, or other licensed financial institution legally operating in this state, or the agent of that legal owner, may take possession and conduct the sale of the forfeited vehicle if the legal owner or agent notifies the Director of Public Safety of its intent to conduct the sale within 15 days of either the mailing of the notice pursuant to Section 3407 or personal service of the notice pursuant to Section 3408. Sale of the vehicle after forfeiture pursuant to this division may be conducted at the time, in the manner, and on the notice usually given for the sale of repossessed or surrendered vehicles. The proceeds of any sale conducted by or on behalf of the legal owner shall be disposed of as provided in Section 3420. A legal owner's notice to conduct the sale pursuant to this Section may be presented in person, by certified mail, by facsimile transmission, or by electronic mail.
- B. The agent of a legal owner acting pursuant to Section 3417(A) shall be licensed, or exempt from licensure, pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code.

### **3418 SALE OF FORFEITED VEHICLE**

If the legal owner or agent of the owner does not notify the Director of Public Safety of its intent to conduct the sale as provided in Section 3417, the City shall offer the forfeited vehicle for sale at public auction within 60 days of receiving title to the vehicle. Low value vehicles shall be disposed of pursuant to Section 3419.

### **3419 DISPOSITION OF LOW-VALUE VEHICLES**

If the City determines that the vehicle to be forfeited and sold pursuant to this division is of so little value that it cannot readily be sold to the public generally, the vehicle shall be conveyed to a licensed dismantler or donated to a charitable organization. License plates shall be removed from any vehicle conveyed to a dismantler pursuant to this section.

### **3420 DISTRIBUTION OF SALE PROCEEDS**

A. The proceeds of a sale of a forfeited vehicle shall be disposed of in the following priority:

- a. To satisfy the towing and storage costs following impoundment, the costs of providing notice pursuant to Sections 3407 and 3408, the costs of sale, and the unfunded costs of judicial proceedings, if any; then,
- b. To the City for all legal expenditures, made or incurred by the City Prosecutor's office in connection with the enforcement of this Chapter, including, but not limited to, costs for investigation, litigation, and notices resulting from enforcement of this chapter; then
- c. To the City for local law enforcement for all expenditures other than personnel costs, made or incurred in connection with enforcement of this chapter, including, but not limited to, costs for equipment, investigation and supplies related to enforcement of this chapter; provided, however, that any overtime costs incurred by local law enforcement resulting from such enforcement of this chapter will be reimbursed to the City; then
- d. To the City for all expenditures incurred by the Public Works Department for the necessary repairs to any public streets or intersections damaged as a result of the illegal street racing contest(s) or exhibitions of speed; then
- e. Upon satisfactory proof to the Director of Public Safety, to the legal owner in an amount to satisfy the indebtedness owed to the legal owner remaining as of the date of sale, excluding any accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment; then,
- f. To the holder of any subordinate lien or encumbrance on the vehicle, other than a registered or legal owner, to satisfy any indebtedness so secured if written notification of demand is received before distribution of the proceeds is completed. The holder of a subordinate lien or encumbrance, if requested, shall furnish reasonable proof of its interest and, unless it does so upon request, is not entitled to distribution pursuant to this section; then

- g. To any other person, other than a registered or legal owner, who can reasonably establish an interest in the vehicle, including a community property interest, to the extent of his or her provable interest, if written notification is received before distribution of the proceeds is completed; then
  - h. Of the remaining proceeds, 100% shall be transferred to the City to the attention of the Director of Administrative Services.
- B. A vehicle may be destroyed only if the condition of the vehicle warrants destruction and there are no lien holders or claimants who did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.
- C. A forfeited vehicle shall not be sold to any person identified under Section 3404 of this Chapter at the time the vehicle was seized.

**3421 ACCOUNTING OF SALE PROCEEDS**

The person conducting the sale shall disburse the proceeds of the sale as provided in Section 3420 and shall provide a written accounting regarding the disposition to the Director of Public Safety and, on request, to any person entitled to a share of the proceeds or to any person validly claiming a share of the proceeds, as determined by the Director of Public Safety, within 15 days after the sale is conducted.

**3422 STOLEN VEHICLES**

No vehicle shall be sold pursuant to this division if the Director of Public Safety determines the vehicle to have been stolen. In this event, the vehicle may be claimed by the legal or registered owner at any time after impoundment, providing the vehicle registration is current and registered owner has no outstanding traffic violations or parking penalties on his or her driving record or on the registration record of any vehicle registered to the person. If the identity of the legal and registered owners of the vehicle cannot be reasonably ascertained, the vehicle may be sold.

**3423 INNOCENT OWNER REMEDY**

Any owner of a vehicle who suffers any loss due to the forfeiture of any vehicle pursuant to this Chapter may recover the amount of the loss from the person who violated California Vehicle Code section 23109(a) or (c), or 23103(a) or (b) which gave rise to the nuisance under this division.

**3424 TOWING AND STORAGE FEES**

- A. The City shall be responsible for the costs incurred for towing and storage if it is determined that the driver at the time of impoundment did not violate California Vehicle Code section 23109(a) or (c), or 23103(a) or (b) and did not give rise to the nuisance.
- B. Charges for towing, storage and administrative fees for any vehicle impounded pursuant to this Chapter shall not exceed the normal towing, storage and administrative rates for other vehicle towing and storage as set forth by resolution by the City Council.

SECTION 4. The City Council hereby declares it would have passed this Ordinance sentence by sentence, paragraph by paragraph and section by section, and does hereby declare the provisions of this Ordinance are severable, and if for any reason any section of this Ordinance



should be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code, directs the City Clerk to cause said Ordinance within fifteen (15) days after its passage to be posted in at least three (3) public places within the City as established by Ordinance.

ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following roll call vote:

	AYES	NAYS	ABSENT
Mayor Croft	_____	_____	_____
Council Member Pe	_____	_____	_____
Council Member Rogers	_____	_____	_____
Council Member Stuckey	_____	_____	_____
Council Member Wood	_____	_____	_____

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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## COUNCIL AGENDA

June 14, 2022

**TO:** The Honorable Mayor and City Council

**SUBJECT:** Civic Center Block Party Preview

### INTRODUCTION

The Civic Center Block Party (Block Party) is returning on Saturday, June 25 from 4 to 9 p.m. City staff representing all departments are planning the blockbuster event. This year's event will include familiar components from past years including the event finale, a spectacular fireworks display.

### STATEMENT OF FACTS

Beginning in 2004, the city has presented this community event in an effort to bring residents and their families together to enjoy family entertainment, food, and a professional fireworks display. The event returns in 2022 following a three-year hiatus. Event components include the following:

- A Family Fun Zone with kids' amusements and carnival games
- "A Taste of Lakewood" featuring popular Lakewood eateries
- Live entertainment
- Shop Lakewood and Community Organization Promotional Booths
- Fireworks display

This report will provide details pertaining to each event component and highlight important information regarding street closures, parking, event supervision and public safety.

#### **Family Fun Zone**

Fun Zone activities will begin at 4 p.m. with ticket sales ending at 8 p.m. Elite Special Events will again provide kid-oriented attractions at the Block Party. The Family Fun Zone offers more than 25 attractions and carnival games. Amusements may include a giant slide, an inflatable obstacle course, rock-climbing walls, and bounce houses. Other featured attractions may include a Bungee Run, a Mega Obstacle Course, and Mechanical Bull. Traditional carnival games include mini-bowling, ring toss, milk bottle toss, and baseball radar pitch. Tickets for all activities will be sold only at the venue. Attendees can save by purchasing an unlimited ride pass for \$35 or a 25-ticket bundle for \$20. Individual tickets are \$1 each. Attractions and rides will require between 2-5 tickets each.

#### **Taste of Lakewood**

A major component of the Block Party is the Taste of Lakewood coordinated by the Friends of the Lakewood Libraries. Local restaurants and food truck vendors will sell a wide variety of food and beverage items with proceeds benefitting Lakewood's libraries. The Taste of Lakewood begins at 4 p.m. with ticket sales ending at 8 p.m. The Taste of Lakewood will be located on Clark Avenue, on the east curb adjacent to The Centre building. Lines will form across Clark Avenue, toward

the west. Attendees are encouraged to buy tickets early to avoid long lines at the venue. Taste of Lakewood tickets will go on sale beginning Monday, June 13 at City Hall in the Recreation Department, and Tuesday, June 14 at the Iacoboni and Nye Libraries. Tickets are sold in packets of 4 for \$5, or 10 for \$10. Single tickets are available only at the Block Party venue at \$1.50 each.

The following food vendors have confirmed their support with this year's Taste of Lakewood.

Black Angus	Kona Ice
Cassidy's Corner	Manna Kettle Korn
Charo Chicken	Pepe's Red Tacos
Chinitos Tacos	Pick Up Stix
Costco Wholesale	Raising Cane's
Crazy Delights La Michoacana	Red Robin
George's Greek Café	Round Table Pizza
Kabob Express	Sugar from the Heart
Kabobaholic	Yogurtland

This event element is supported with two picnic areas for attendees to utilize. A canopy just south of The Centre will be set up with picnic tables placed underneath, and individual tables with umbrellas will augment seating in the west parking lot of City Hall.

#### **Live Entertainment**

*The MVPs*, a well-known cover band will perform starting at 5:00 p.m. This high-energy entertainment group will give the audience a dynamic show covering many musical styles. The band is also slated to play familiar patriotic tunes for concertgoers.

To get the audience excited for the evening's live show, Bell Sound will play familiar musical tunes that the audience can sing along and dance.

The entertainment stage will be located on Clark Avenue at Hardwick Street. Concertgoers are encouraged to bring low-back lawn chairs and blankets to enjoy the stage entertainment.

#### **Shop Lakewood and Community Organization Promotional Booths**

Lakewood community organizations and Lakewood Center Mall businesses will participate in this year's Block Party by providing free promotional material and information about their business or organization. These promotional booths will be located in the Civic Center parking lot, just east of the concert seating area on Clark Avenue.

#### **Fireworks Display**

The event finale is a spectacular 15-minute fireworks display by Fireworks America, a leader in the pyrotechnics industry. The choreographed display is complemented with patriotic music for those in close proximity to the main stage and near the launch area adjacent to the Costco parking lot.

The parking lot southwest of Costco will be the launching area for the fireworks. Prime viewing areas will be Hardwick Street, as well as the Home Depot and Albertsons parking lots. Synchronized music

## Civic Center Block Party Preview

June 14, 2022

Page 3

will best be heard on Clark Avenue between Hardwick Street and The Centre plaza. As a safety precaution, lights on Clark Avenue and at the Civic Center will remain in operation during the fireworks.

### **Street Closures**

In order to protect Block Party attendees and to facilitate set-up, Clark Avenue will be closed from Del Amo Boulevard north to Hardwick Street at 6:00 a.m. on Saturday, June 25. Hardwick Street and the remainder of Clark Avenue north to Candlewood Street will also be closed at 6:00 a.m. Street closures will remain in effect until Sheriff Deputies and Public Works crews have determined it to be safe to reopen the streets.

Persons who need access to the Sheriff Station or Post Office will be allowed to travel south on Clark Avenue from Candlewood Street until 3:00 p.m., though no through traffic will be permitted the entire day. All traffic along Clark Avenue, from Del Amo to Candlewood, will be halted beginning at 3 p.m. for the start of the Block Party.

The Iacoboni Library and businesses along Clark Avenue between Del Amo Boulevard and Candlewood Street will be informed of the street closure either via a letter from the city (businesses on the east side of Clark Avenue) or from their landlord, Lakewood Center (businesses on the west side of Clark Avenue).

Working in conjunction with law enforcement and fire personnel, staff has developed an operations plan that allows emergency access for fire trucks at the corner of Clark Avenue and Del Amo Boulevard and for Sheriff's vehicle access from either the north or south end of Clark Avenue.

### **Parking**

The public is encouraged to use Civic Center Way to access free parking behind city hall and The Centre. Additional accessible parking spaces will be designated in the parking lot directly behind city hall. Parking for recreational vehicles and trailers is prohibited at Lakewood Center mall and in the civic center complex.

### **Event Supervision and Public Safety**

Nearly 200 city staff will be working during the course of the event, monitoring the various event components, assisting Block Party attendees, entertainers, Taste of Lakewood and Fun Zone vendors, and handling crowd control issues, such as litter collection, replenishing event supplies, distributing handouts, and staffing the first aid stations. Event staff will be identifiable, as they will be wearing a Block Party signature t-shirt.

Additionally, the Los Angeles County Sheriff's Department will provide uniformed security on foot throughout the event complex. Their highly visible presence, combined with Community Safety Officers and Sheriff Explorers, provides a greater sense of safety and security for all event attendees.

Two information and first aid centers will be available at the Block Party. One will be located on Clark Avenue in front of the Iacoboni Library and the second will be in the lobby at The Centre. Staff will also be out on foot greeting and directing guests and distributing informational handouts. Paramedics from Los Angeles County Fire will be on-site at the event to assist with first aid and medical emergencies.

**SUMMARY**

Since 2004, the Civic Center Block Party has ignited spirit throughout the Lakewood community. This year will be no different. The 2022 Lakewood Civic Center Block Party has something for everyone: the Taste of Lakewood showcase of a variety of local food vendors, games and ground attractions for kids, and live entertainment. All of this will be topped off by a spectacular fireworks show.

**RECOMMENDATION**

It is the recommendation of staff that City Council receive and file this report.

**VF**

Valarie Frost, Director  
Recreation and Community Services

Thaddeus McCormack **PB for TM**  
City Manager

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**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
FUND SUMMARY 5/19/2022**

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be paid by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

3901	HOUSING SUCCESSOR AGENCY	100.00
		<hr/>
		<b>100.00</b>

Council Approval

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

Attest

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Director of Finance and Administrative Services



**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING  
SUMMARY CHECK REGISTER**

<u>CHECK DATE</u>	<u>VENDOR NAME</u>	<u>CHECK AMOUNT</u>
05/19/2022	CHICAGO TITLE CO	100.00
	<b>Totals:</b>	<u>100.00</u>