

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

April 13, 2021

Pursuant to Governor Newsom's Executive Order No. N-29-20, members of the City Council of the City of Lakewood or staff may participate in this meeting via Zoom video/teleconference. While maintaining appropriate social distancing, members of the public may participate in person at 5000 Clark Avenue, Lakewood, California. Public comments and questions pertaining to any item on the agenda will be accepted via email at cityclerk@lakewoodcity.org up to 5:00 p.m. on the day of the meeting. We ask that you please indicate the specific item on which you wish to be heard or whether your comments will be under oral communications.

SPECIAL MEETING:

5:30 p.m.

PUBLIC HEARING TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE CREATION OF A DISTRICT-BASED ELECTION SYSTEM - It is recommended that the City Council: 1) receive a report from staff on the districting process and permissible criteria to be considered to create district boundaries; and 2) conduct a public hearing to receive public input on district boundaries. VIA ZOOM VIDEO/TELECONFERENCE

CALL TO ORDER

7:30 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE:

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

ANNUAL REORGANIZATION OF CITY COUNCIL

Election of Mayor and Vice Mayor

ANNOUNCEMENTS AND PRESENTATIONS:

Presentation on Donate Life by Lakewood Ambassador Maria Jimenez

ROUTINE ITEMS:

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

RI-1 MEETING MINUTES - Staff recommends City Council approve Minutes of the Meetings held March 9, and March 23, 2021

City Council Agenda

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ROUTINE ITEMS: - Continued

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

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

RI-4 CITY COUNCIL COMMITTEES' ACTIVITIES - Staff recommends City Council approve report of City Council Committees' activities.

RI-5 AUTHORIZE MAINTENANCE SERVICES AND MODIFICATIONS BY NSWC MECHANICAL SERVICE FOR BURNS HVAC SYSTEM - Staff recommends City Council approve an HVAC comprehensive maintenance service agreement with NSWC Mechanical Service, for a five-year period in an amount not to exceed \$58,496, as well as the piping modifications at Burns Community Center as a separate amount not to exceed \$28,250 and authorize the City Manager to sign the agreement in a form approved by the City Attorney; and approve a tolling agreement between the City and BasX, the equipment manufacturer, and authorize City Manager to sign the agreement in a form approved by the City Attorney.

RI-6 PROFESSIONAL SERVICES AGREEMENT FOR PLANT 27 TREATMENT SYSTEM REWIRING - Staff recommends City Council appropriate \$35,000 in Water Reserve Fund for Plant 27 Treatment System Rewiring; award a Professional Services Agreement in an amount not to exceed \$35,000 to Pureflow Filtration Division for Plant 27 Treatment Plant Rewiring and Services; and authorize the Mayor to sign the contract in a form approved by the City Attorney.

RI-7 AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR SCADA SYSTEM MAINTENANCE - Staff recommends City Council amend the Professional Services Agreement to a total amount not to exceed \$39,400.00 for FY 2020-2021 and \$50,000.00 for FY 2021-2022 with Macro Automatics Corporation for SCADA System Maintenance; appropriate \$30,100.00 in Water Reserve Fund for SCADA System Maintenance for FY 2021-2022; and authorize the Mayor to sign the contract in a form approved by the City Attorney.

PUBLIC HEARINGS:

1.1 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN FISCAL YEAR 2021-2022 - Staff recommends City Council conduct a public hearing to receive comments on the proposed Action Plan and following the public hearing, approve the FY 2021-2022 Action Plan, and authorize the City Manager to direct staff to submit to HUD the approved Action Plan along with the required CDBG certifications, no later than May 13, 2021.

1.2 AWARD OF BID FOR PUBLIC WORKS PROJECT NO. 2021-1, TRAFFIC SIGNAL MODIFICATION ON LAKEWOOD BLVD AT HARDWICK - Staff recommends City Council award contract in amount of \$287,248.00 to low bidder, Belco Elecnor Electric, Inc. of Chino and authorize Mayor to sign contract in a form approved by City Attorney; authorize staff to approve a cumulative total of change orders, as needed, not to exceed \$62,307; authorize staff to execute Willdan's proposal to provide construction management in amount of \$34,845; and adopt plans, specifications, and working details for project.

City Council Agenda

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LEGISLATION:

- 2.1 ADOPTION OF SIGNATURE RESOLUTIONS FOR THE REORGANIZATION OF THE CITY COUNCIL - Staff recommends City Council adopt proposed resolutions.
 - a. Resolution No. 2021-9; Authorizing the City Treasurer to Deposit Funds for Safekeeping and Investment and Authorizing the Withdrawal of Funds from Depositories
 - b. Resolution No. 2021-10; Authorizing the Use of the Facsimile Signature of the Mayor in the Execution of Public Securities and Instruments of Payment
 - c. Resolution No. 2021-11; Authorizing the Use of the Facsimile Signature of the Vice Mayor in the Execution of Public Securities and Instruments of Payment

REPORTS:

- 3.1 NEW CITY WEBSITE CONTENT MANAGEMENT SYSTEM - Staff recommends City Council award the service agreement for the design, implementation, maintenance and support of a new City website and content management system to OpenCities; and authorize the Mayor to sign the agreement with OpenCities, in an amount not to exceed \$52,000, of which \$32,500 is for one-time set up costs and \$19,500 for annual maintenance and support costs, subject to the approval as to form by the City Attorney.

AGENDA

LAKESWOOD HOUSING SUCCESSOR AGENCY

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

ORAL COMMUNICATIONS:

ADJOURNMENT

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

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

DIVIDER SHEET

COUNCIL AGENDA

April 13, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Public Hearing to Receive Input from the Community Regarding the Creation of a District-Based Election System

INTRODUCTION

On January 12, 2021, the City Council adopted Resolution No. 2021-2 initiating the process to transition from an at-large election system to a district-based election system. By voluntarily proceeding to transition to district-based elections, the City retains its own ability to determine and adopt an appropriate district map instead of having the risk of a court doing so.

STATEMENT OF FACT

The first step in the transition process is to hold two public hearings to invite public input regarding the composition of the City's voting districts before any draft maps are drawn. After these two public hearings are complete, the City Council must hold at least two additional public hearings on the map(s) of the districts themselves. The maps must be publicly available for at least seven days before the public hearing, and if a change is made to the map after the first public hearing, the revised map must be available at least seven days before the districts are adopted by ordinance.

The purpose of the first two public hearings is to inform the public about the districting process and to hear from the community on what factors should be taken into consideration while creating district boundaries. The public is requested to provide input regarding communities of interest and other local factors that should be considered while drafting district maps. A *community of interest* is a neighborhood or group that would benefit from being in the same district because of shared interests, views, or characteristics. Possible community features include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
 - (1) Similar levels of income, education, or linguistic insolation;
 - (2) Languages spoken at home; and
 - (3) Single-family and multi-family housing unit areas.

In creating the district boundaries, the City must ensure compliance with the following state and federally-mandated criteria:

Federal Laws:

1. Each council district shall contain a nearly equal population as required by law; and
2. Each council district shall be drawn in a manner that complies with the Federal Voting Rights Act. No council district shall be drawn with race as the predominate factor in violation of the principles established by the United States Supreme Court in *Shaw v. Reno*, 509 U.S. 630 (1993), and its progeny.

California Criteria for Cities:

1. Geographically contiguous
2. Undivided neighborhoods and "communities of interest" (socio-economic geographic areas that should be kept together)
3. Easily identifiable boundaries Compact (do not bypass one group of people to get to a more distant group of people)
4. Compact (do not bypass one group of people to get to a more distant group of people)

Other Traditional Districting Principles:

1. Respect voters' choices / continuity in office
2. Future population growth

Next Steps

At the April 27, 2021, City Council Special Meeting, the City Council will conduct Public Hearing #2 to seek additional public input and provide direction on criteria to be considered while drafting district maps. Following that hearing, draft district maps and proposed election sequencing will be posted to the City website and available at City Hall. The draft maps will be posted at least seven days prior to Public Hearings #3 and #4. The dates for these hearings are yet to be determined because it depends on the release of the delayed U.S. Census data and state prisoner population adjusted counts.

RECOMMENDATION

It is recommended that the City Council:

- 1) Receive a report on the districting process and permissible criteria to be considered to create district boundaries; and
- 2) Conduct a public hearing to receive public input on district boundaries.


Thaddeus McCormack
City Manager

DIVIDER SHEET

Routine Items

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

DIVIDER SHEET

COUNCIL AGENDA

April 13, 2021

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

<u>Name</u>	<u>Title</u>	<u>Schedule</u>	<u>Effective Date</u>
1. FULL-TIME EMPLOYEES			
A. Appointments			
Lorraine Delarosa	Community Services Supervisor	24B	03/21/2021
Jessica Johnson	Community Transportation Supervisor	24B	02/08/2021
B. Changes			
Jeremiah Wopschall	Management Aide Senior Management Analyst	15B to 26B	03/07/2021
C. Separations			
None			
2. PART-TIME EMPLOYEES			
A. Appointments			
None			
B. Changes			
Ian Girling	Maintenance Trainee I Maintenance Trainee II	B	02/07/2021
Mason Mota	Maintenance Services Aide III Maintenance Trainee I	B to B	04/04/2021
Kelsea Rizzo	Relief Parking Control Officer I Parking Enforcement Technician II	A to B	03/21/2021
Jessica Robledo	Recreation Leader II Community Services Leader II	A to B	03/21/2021
Austin Robles	Maintenance Services Aide III Maintenance Trainee I	B to B	04/04/2021

C. Separations

Kyle Jaffke	Maintenance Trainee II	B	03/19/2021
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Jalen Rudd	Maintenance Trainee I	B	03/18/2021
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Thaddeus McCormack
City Manager

DIVIDER SHEET

**CITY OF LAKEWOOD
FUND SUMMARY 3/25/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 101459 through 101520. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	103,334.76
1020	CABLE TV	1,361.46
1050	COMMUNITY FACILITY	1,999.42
1623	LA CNTY MEASURE W	3,976.25
3001	CAPITAL IMPROV PROJECT FUND	28.17
3070	PROPOSITION "C"	61.30
5010	GRAPHICS AND COPY CENTER	357.75
5020	CENTRAL STORES	3,689.67
5030	FLEET MAINTENANCE	1,927.73
6020	GEOGRAPHIC INFORMATION SYSTEM	115.07
7500	WATER UTILITY FUND	156,672.97
8030	TRUST DEPOSIT	100.00
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		273,624.55

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101459	03/25/2021	4644	AGRI-TURF DISTRIBUTING	313.77	0.00	313.77
101460	03/25/2021	5518	MNRO HOLDINGS, LLC	593.52	0.00	593.52
101461	03/25/2021	1700	ALLIED REFRIGERATION INC	21.94	0.00	21.94
101462	03/25/2021	4684	AMAZON.COM LLC	977.06	0.00	977.06
101463	03/25/2021	58000	AMERICAN TRUCK & TOOL RENTAL INC	73.35	0.00	73.35
101464	03/25/2021	4693	APEX DRUM COMPANY, INC.	531.07	0.00	531.07
101465	03/25/2021	4724	ARC DOCUMENT SOLUTIONS, LLC	244.55	0.00	244.55
101466	03/25/2021	59748	BIG STUDIO INC	81.69	0.00	81.69
101467	03/25/2021	4800	BISHOP COMPANY	109.11	0.00	109.11
101468	03/25/2021	307	CALIF. STATE DISBURSEMENT UNIT	405.80	0.00	405.80
101469	03/25/2021	43135	CERRITOS, CITY OF	12,566.40	0.00	12,566.40
101470	03/25/2021	45894	CINTAS CORPORATION	61.14	0.00	61.14
101471	03/25/2021	5213	COPELAND, VERONICA	446.78	0.00	446.78
101472	03/25/2021	5536	DEVITO, DAVID	350.00	0.00	350.00
101473	03/25/2021	4043	DIAMOND ENVIRONMENTAL SERVICES LP	572.10	0.00	572.10
101474	03/25/2021	4680	DIAZ, ISABELLE	105.00	0.00	105.00
101475	03/25/2021	3213	DIRECTV INC	35.00	0.00	35.00
101476	03/25/2021	43597	DIVE/CORR INC	3,780.00	0.00	3,780.00
101477	03/25/2021	51393	EMPLOYMENT DEVELOPMENT DEPT	24,594.63	0.00	24,594.63
101478	03/25/2021	4411	EPOWER NETWORK INC	686.88	0.00	686.88
101479	03/25/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	71.04	0.00	71.04
101480	03/25/2021	52316	FEDERAL EXPRESS CORP	387.77	0.00	387.77
101481	03/25/2021	4886	GROH, MARK LEE	400.00	0.00	400.00
101482	03/25/2021	35477	HARA M LAWNMOWER CENTER	2,225.96	0.00	2,225.96
101483	03/25/2021	42031	HOME DEPOT	741.79	0.00	741.79
101484	03/25/2021	4688	HUNTER, JOHN L & ASSOCIATES	3,976.25	0.00	3,976.25
101485	03/25/2021	4622	JHM SUPPLY INC	280.13	0.00	280.13
101486	03/25/2021	4180	JONES RICHARD D. A PROF LAW CORP	25,072.40	0.00	25,072.40
101487	03/25/2021	55469	LAKEWOOD CITY EMPLOYEE ASSOCIATION	2,020.00	0.00	2,020.00
101488	03/25/2021	18550	LAKEWOOD, CITY OF	100.00	0.00	100.00
101489	03/25/2021	62156	LOS ANGELES CO SANITATION DISTRICTS	357.37	0.00	357.37
101490	03/25/2021	615	MUNI SERVICES LLC	3,071.74	0.00	3,071.74
101491	03/25/2021	1028	NETWORK INNOVATION ASSOCIATES INC	2,460.00	0.00	2,460.00
101492	03/25/2021	4443	O'REILLY AUTOMOTIVE STORES INC	363.79	0.00	363.79
101493	03/25/2021	47554	OFFICE DEPOT BUSINESS SVCS	315.44	0.00	315.44
101494	03/25/2021	43079	ORKIN SERVICES OF CALIFORNIA, INC.	80.00	0.00	80.00
101495	03/25/2021	5532	CHEN, PATRICIA P.C.	3,225.00	0.00	3,225.00
101496	03/25/2021	4374	PITNEY BOWES INC	253.38	0.00	253.38
101497	03/25/2021	4309	SAFESHRED	25.00	0.00	25.00
101498	03/25/2021	5197	SIGNAL HILL AUTO ENTERPRISES INC.	661.50	0.00	661.50
101499	03/25/2021	5230	SITEONE LANDSCAPE SUPPLY, LLC	197.66	0.00	197.66
101500	03/25/2021	52279	SMART & FINAL INC	39.66	0.00	39.66
101501	03/25/2021	26900	SO CALIF SECURITY CENTERS INC	70.10	0.00	70.10
101502	03/25/2021	29400	SOUTHERN CALIFORNIA EDISON CO	41,922.38	0.00	41,922.38

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101503	03/25/2021	29500	SOUTHERN CALIFORNIA GAS CO	13,214.22	0.00	13,214.22
101504	03/25/2021	1737	SOUTHERN COUNTIES LUBRICANTS	502.08	0.00	502.08
101505	03/25/2021	4201	AUDIO MESSAGING SOLUTIONS LLC	278.64	0.00	278.64
101506	03/25/2021	5278	THE TECHNOLOGY DEPOT	561.30	0.00	561.30
101507	03/25/2021	4480	TYLER BUSINESS FORMS	104.31	0.00	104.31
101508	03/25/2021	1437	U S BANK NATIONAL ASSOCIATION	26,691.06	0.00	26,691.06
101509	03/25/2021	31800	U S POSTMASTER	1,320.00	0.00	1,320.00
101510	03/25/2021	5284	UNIFIRST CORPORATION	23.61	0.00	23.61
101511	03/25/2021	5003	WALTOWER, SHAWN	42.25	0.00	42.25
101512	03/25/2021	17640	WAXIE ENTERPRISES INC	775.32	0.00	775.32
101513	03/25/2021	37745	WESTERN EXTERMINATOR CO	53.50	0.00	53.50
101514	03/25/2021	4837	XEROX CORPORATION	357.75	0.00	357.75
101515	03/25/2021	5469	YARDNEY WATER MANAGEMENT SYSTEMS, INC.	93,000.00	0.00	93,000.00
101516	03/25/2021	3699	JALAD, JUSTIN	236.75	0.00	236.75
101517	03/25/2021	3699	RAMOS, MIRTHA	45.40	0.00	45.40
101518	03/25/2021	3699	SHIVANSH LLC	499.95	0.00	499.95
101519	03/25/2021	3699	SHIVANSH LLC	984.26	0.00	984.26
101520	03/25/2021	3699	SPROUSE, SARAH	66.00	0.00	66.00
Totals:				<u>273,624.55</u>	<u>0.00</u>	<u>273,624.55</u>

**CITY OF LAKEWOOD
SUMMARY ACH/WIRE REGISTER MAR 2021**

ACH date	Amount	Recipient	Purpose	Period
3/1/21	\$1,369.72	MidAmerica	ARS aka APPLE	Feb 7-20, 2021
3/1/21	\$2,900,000.00	LAIF	investment	Mar 2021
3/1/21	\$16,974.01	VOYA	VOYA 401(a)	Feb 7-20, 2021
3/1/21	\$8,578.71	PARS via U.S. Bank	stackable plan	Feb 7-20, 2021
3/1/21	\$28,180.70	VOYA	VOYA 457 & ROTH	Feb 7-20, 2021
3/1/21	\$101,120.92	CalPERS	PERS contributon	Feb 7-20, 2021
3/1/21	\$59,984.26	City Light & Power	monthly maint fee	Mar 2021
3/5/21	\$100,528.00	CalPERS	PERS Health	Mar 2021
3/10/21	\$96,734.12	IRS via F&M	Fed taxes	Feb 21-Mar 6, '21
3/11/21	\$3,580.00	F&A Fed C/U	employee savings account	Feb 21-Mar 6, '21
3/11/21	\$6,422.00	Southland C/U	employee savings account	Feb 21-Mar 6, '21
3/11/21	\$26,761.04	EDD	State taxes	Feb 21-Mar 6, '21
3/12/21	\$1,611.34	MidAmerica	ARS aka APPLE	Feb 21-Mar 6, '21
3/12/21	\$15,954.30	VOYA	VOYA 401(a)	Feb 21-Mar 6, '21
3/12/21	\$5,081.97	PARS via U.S. Bank	stackable plan	Feb 21-Mar 6, '21
3/12/21	\$3,425.00	PARS via U.S. Bank	excess stackable plan	Feb 21-Mar 6, '21
3/12/21	\$28,280.70	VOYA	VOYA 457 & ROTH	Feb 21-Mar 6, '21
3/16/21	\$101,864.45	CalPERS	PERS contribution	Feb 21-Mar 6, '21
3/17/21	\$25,366.38	MidAmerica	HRA aka CEMRB	Mar 2021
3/24/21	\$97,107.87	IRS via F&M	Fed taxes	Mar 7-20, 2021
3/25/21	\$3,530.00	F&A Fed C/U	employee savings account	Mar 7-20, 2021
3/25/21	\$6,422.00	Southland C/U	employee savings account	Mar 7-20, 2021
3/25/21	\$26,806.61	EDD	State taxes	Mar 7-20, 2021
3/25/21	\$163,401.00	CJPIA	ADA loan payment (2of5)	FY 20-21
3/26/21	\$1,729.67	MidAmerica	ARS aka APPLE	Mar 7-20, 2021
3/26/21	\$16,963.44	VOYA	VOYA 401(a)	Mar 7-20, 2021
3/26/21	\$8,595.00	PARS via U.S. Bank	stackable plan	Mar 7-20, 2021
3/26/21	\$28,435.70	VOYA	VOYA 457 & ROTH	Mar 7-20, 2021
3/26/21	\$2,000,000.00	LAIF	investment	Mar 2021

Council Approval

Date

City Manager

Attest:

City Clerk

Director of Finance & Administrative Services

**CITY OF LAKEWOOD
FUND SUMMARY 4/1/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 101521 through 101589. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

1010	GENERAL FUND	160,743.42
1020	CABLE TV	414.97
1050	COMMUNITY FACILITY	139.18
1621	LA CNTY MEASURE R	1,848.80
1622	LA CNTY MEASURE M	2,615.60
3001	CAPITAL IMPROV PROJECT FUND	73,171.44
3070	PROPOSITION "C"	119.98
5010	GRAPHICS AND COPY CENTER	285.77
5020	CENTRAL STORES	2,138.39
5030	FLEET MAINTENANCE	26,348.81
6020	GEOGRAPHIC INFORMATION SYSTEM	57.88
7500	WATER UTILITY FUND	24,405.55
8020	LOCAL REHAB LOAN	100.00
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		292,389.79

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

CITY OF LAKEWOOD

SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101521	04/01/2021	4644	AGRI-TURF DISTRIBUTING	62.75	0.00	62.75
101522	04/01/2021	4684	AMAZON.COM LLC	1,062.18	0.00	1,062.18
101523	04/01/2021	443	B&M LAWN AND GARDEN INC	349.19	0.00	349.19
101524	04/01/2021	52244	BELLFLOWER. CITY OF	227.85	0.00	227.85
101525	04/01/2021	1813	BIOMETRICS4ALL INC	960.00	0.00	960.00
101526	04/01/2021	4800	BISHOP COMPANY	165.33	0.00	165.33
101527	04/01/2021	5382	CANNON CORPORATION	12,420.50	0.00	12,420.50
101528	04/01/2021	5528	SEMA. INC.	285.77	0.00	285.77
101529	04/01/2021	40572	CHICAGO TITLE CO	100.00	0.00	100.00
101530	04/01/2021	45894	CINTAS CORPORATION	70.64	0.00	70.64
101531	04/01/2021	4654	BRAGG INVESTMENT COMPANY. INC.	108.49	0.00	108.49
101532	04/01/2021	5008	COLOR CARD ADMINISTRATOR CORP.	75.08	0.00	75.08
101533	04/01/2021	5376	CONSERVATION CORPS OF LONG BEACH	14,784.00	0.00	14,784.00
101534	04/01/2021	4498	DELTA DENTAL INSURANCE COMPANY	1,064.45	0.00	1,064.45
101535	04/01/2021	56889	DELTA DENTAL OF CALIFORNIA	7,403.88	0.00	7,403.88
101536	04/01/2021	4660	ZW USA INC.	402.04	0.00	402.04
101537	04/01/2021	4435	ELLIOTT AUTO SUPPLY COMPANY INC	165.12	0.00	165.12
101538	04/01/2021	52316	FEDERAL EXPRESS CORP	124.47	0.00	124.47
101539	04/01/2021	64215	GOLD COAST AWARDS INC	22.34	0.00	22.34
101540	04/01/2021	33150	GRAINGER W W INC	33.36	0.00	33.36
101541	04/01/2021	5272	GREENE BACKFLOW	200.00	0.00	200.00
101542	04/01/2021	42031	HOME DEPOT	687.32	0.00	687.32
101543	04/01/2021	4622	JHM SUPPLY INC	534.43	0.00	534.43
101544	04/01/2021	44339	KIDSGUIDE INC	440.00	0.00	440.00
101545	04/01/2021	64510	KRAUSE. DIANN	230.95	0.00	230.95
101546	04/01/2021	18400	LAKEWOOD. CITY WATER DEPT	1,722.57	0.00	1,722.57
101547	04/01/2021	2584	LANGUAGE NETWORK. INC	529.06	0.00	529.06
101548	04/01/2021	44733	LIEBERT CASSIDY WHITMORE	532.00	0.00	532.00
101549	04/01/2021	59144	LONG BEACH CITY	2,392.03	0.00	2,392.03
101550	04/01/2021	20300	LONG BEACH CITY GAS & WATER DEPT	224.58	0.00	224.58
101551	04/01/2021	36844	LA COUNTY DEPT OF PUBLIC WORKS	44,191.66	0.00	44,191.66
101552	04/01/2021	36844	LA COUNTY DEPT OF PUBLIC WORKS	18,123.94	0.00	18,123.94
101553	04/01/2021	58414	MANAGED HEALTH NETWORK	357.39	0.00	357.39
101554	04/01/2021	4190	NATIONAL UNION FIRE INSURANCE CO	516.20	0.00	516.20
101555	04/01/2021	4892	NESTLE WATERS NORTH AMERICA	99.25	0.00	99.25
101556	04/01/2021	4443	O'REILLY AUTOMOTIVE STORES INC	761.10	0.00	761.10
101557	04/01/2021	47554	OFFICE DEPOT BUSINESS SVCS	448.01	0.00	448.01
101558	04/01/2021	5136	OPUS INSPECTION. INC.	1,405.69	0.00	1,405.69
101559	04/01/2021	4403	ORIGINAL WATERMEN INC	953.28	0.00	953.28
101560	04/01/2021	4367	OROZCO'S AUTO SERVICE INC	6,277.17	0.00	6,277.17
101561	04/01/2021	63708	DY-JO CORPORATION	740.00	0.00	740.00
101562	04/01/2021	4719	JOYCE LOU. INC.	380.07	0.00	380.07
101563	04/01/2021	5360	PAYMENTUS CORPORATION	5,872.02	0.00	5,872.02
101564	04/01/2021	1615	PFM ASSET MANAGEMENT LLC	2,931.80	0.00	2,931.80

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK #	CHECK DATE	VEND #	VENDOR NAME	GROSS	DISC.	CHECK AMOUNT
101565	04/01/2021	63364	REEVES NORM HONDA	272.24	0.00	272.24
101566	04/01/2021	5045	SAN JUAN, CLYDE J	45.50	0.00	45.50
101567	04/01/2021	5230	SITEONE LANDSCAPE SUPPLY, LLC	3,007.48	0.00	3,007.48
101568	04/01/2021	52279	SMART & FINAL INC	250.76	0.00	250.76
101569	04/01/2021	26900	SO CALIF SECURITY CENTERS INC	13.03	0.00	13.03
101570	04/01/2021	5022	MWB COPY PRODUCTS, INC.	115.76	0.00	115.76
101571	04/01/2021	4972	CHARTER COMMUNICATIONS HOLDINGS, LLC	4,186.52	0.00	4,186.52
101572	04/01/2021	37930	STANDARD INSURANCE CO UNIT 22	2,381.60	0.00	2,381.60
101573	04/01/2021	37930	STANDARD INSURANCE CO UNIT 22	9,120.77	0.00	9,120.77
101574	04/01/2021	5369	FIELDS, MICHAEL	957.52	0.00	957.52
101575	04/01/2021	4086	TALLAL, INC.	45,495.00	0.00	45,495.00
101576	04/01/2021	59212	TETRA TECH INC	19,544.90	0.00	19,544.90
101577	04/01/2021	4873	TRANSAMERICA LIFE INSURANCE COMPANY	1,506.23	0.00	1,506.23
101578	04/01/2021	5305	TRUMAN ARNOLD COMPANIES	16,930.19	0.00	16,930.19
101579	04/01/2021	5284	UNIFIRST CORPORATION	23.61	0.00	23.61
101580	04/01/2021	64652	CELLCO PARTNERSHIP	603.60	0.00	603.60
101581	04/01/2021	57135	VISION SERVICE PLAN	4,402.30	0.00	4,402.30
101582	04/01/2021	3943	WATERLINE TECHNOLOGIES INC	1,741.85	0.00	1,741.85
101583	04/01/2021	17640	WAXIE ENTERPRISES INC	931.06	0.00	931.06
101584	04/01/2021	4501	WEST COAST SAND AND GRAVEL, INC.	1,567.24	0.00	1,567.24
101585	04/01/2021	35146	WILLDAN ASSOCIATES	48,154.25	0.00	48,154.25
101586	04/01/2021	64713	WILLIAMS, TONY	53.99	0.00	53.99
101587	04/01/2021	5279	ZUMAR INDUSTRIES, INC.	406.43	0.00	406.43
101588	04/01/2021	3699	SUTTON, SAMANTHA	120.00	0.00	120.00
101589	04/01/2021	3699	VANOSSE, STACEY	120.00	0.00	120.00
Totals:				<u>292,389.79</u>	<u>0.00</u>	<u>292,389.79</u>

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

COUNCIL AGENDA

April 13, 2021

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: Environmental Management Committee.

STATEMENT OF FACT

On March 18, 2021, the Water Resources Committee met and discussed the following.

A presentation on the Water Rate Study was provided and discussion included:

- Raftelis Financial Consultants presented slides illustrating their rate study analysis.
- Staff provided an outlay of Capital Improvement Plan (CIP) projects and presented an alternate transitional rate structure.
- The Committee directed staff to return with a proposed transitional rate structure updated with a modified CIP budget for the water main project, inclusion of water sales to the City of Long Beach, a 0.8% water usage growth and any calculations augmented with additional reserves.

Oral Communications at the meeting included:

- Staff informed the Committee of Golden State Water Company's (GSWC) proposed rate increase.
- Council Member Pe and staff met with East Lakewood residents over concerns that fellow neighbors were not aware of proposed rate increase.
- The city agreed to assist in notifying all affected residents via letter that would include ways to track the proposal and submit comments.
- Staff met with GSWC General Manager in a regular annual meeting via zoom and notified that Lakewood will advocate for its residents. The City of Paramount participated in the call and was among other cities also advocating for its residents.
- Public hearings should occur around the end of April or beginning of May.

On March 22, 2021, the Water Resources Committee met and discussed the following.

Staff returned to the Committee with a proposed water rate structure updated with the following:

- Volumetric growth rate of 0.8%.
- Projected water sales to the City of Long Beach.
- A modification in the water main Capital Improvement Plan budget in years subsequent to Fiscal Year 2022.

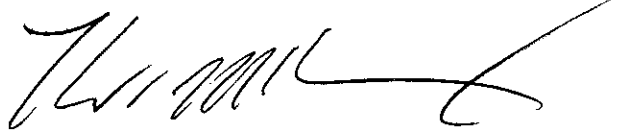
- Staff provided an overlay of the updated transitional rate structure with that of Raftelis' original third-year rate structure.
- The Committee approved recommending that City Council approve the recommended rate structure for a three-year period as outlined by staff.

Pumping optimization products and services were explained and discussed as follows:

- Staff informed of energy cost increases and reduction in solar power panel benefits seen due to a shift in Southern California Edison's (SCE) time of use charges.
- Staff provided an overview of an energy/demand response project in regard to SCE's detailed study and incentive award of \$80,000 if implemented.
- Staff received a proposal of \$89,000 for software with the capability of allowing such implementation, and provided information on cost and energy savings.
- The Committee approved to recommend that City Council approve the appropriation of a not to exceed amount of \$90,500 for a Professional Services Agreement.

RECOMMENDATION

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

A handwritten signature in black ink, appearing to read 'Thaddeus McCormack', with a long, sweeping horizontal line extending to the right.

Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

April 13, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Authorize Maintenance Services and Modifications by NSWC Mechanical Service for Burns HVAC System

INTRODUCTION

City staff has been working to resolve operational issues with the new HVAC system installed during the Burns Community Center Improvements Project. After a series of meetings with the involved parties, the manufacturer BasX and sales representative NSWC have provided a cost proposal to return the system to full operational service and provide a 5-year extended warranty with comprehensive maintenance. Staff recommends approving the repair to the Burns HVAC and approving a comprehensive maintenance agreement and extended warranty with NSWC Mechanical Service for HVAC maintenance and repair services at Burns Community Center.

STATEMENT OF FACT

As part of the Burns Community Center Improvements project, the building received a new HVAC system. After experiencing many operational issues with the HVAC system since it was installed, the City staff and our consultants held several meetings with all the involved parties to discuss the problems and potential solutions. These meetings included the contractor, sub-contractor, manufacturer and sales representative. Both the sales representative NSWC Mechanical Service and manufacturer BasX Solutions have been participating in the trouble shooting of the equipment since installation.

The manufacturer believed that the past failures of the compressors were due to the manner in which the coolant lines were constructed from the ground level condensers to the roof-top air handlers. BasX and NSWC believed that the return lines that traveled along the roof line, which had to go up and over two parapet walls before they reached the ground were causing the oil in the coolant to pool behind the compressors. This meant that the compressors were not getting the lubrication that they needed, which was causing them to cycle too frequently. BasX proposed that they would hire an independent 3rd party at their expense, to evaluate the system and make recommendations for repairs. NSWC proposed Emcor Mesa Energy who has substantial experience in large HVAC systems, and with the consultation of our City mechanical engineer, the City agreed to use the proposed expert.

It was Emcor's opinion that the oil in the return side of the coolant lines was being trapped behind the parapet walls, which was affecting the operation of the compressors. They also recommended that an energy management system be installed to better control the operation of the units, and that new sensors and digital controls be added to the dampers on the ducts that brought conditioned air to the various parts of the building. BasX proposed that if the City would reconstruct the coolant lines, then they would install four new compressors, and would provide a 5-year extended warranty on the condensers, if we would agree to have NSWC provide the routine maintenance on the system during the 5-year warranty period.

NSWC and BasX proposed a contractor of their choice as a condition to provide the City with the extended warranty. In the Appendix A of their April 1st, 2021 proposal, they quote a price to sub-contract Emcor Mesa Energy to replace the coolant lines at a cost of \$25,850. They also need to reprogram the operation of the system to assure that it did not output both cooling and heating at the same time and to reverse the programming changes during troubleshooting that were made to deal with the oil pooling issue, which would be an additional \$2,400. The total lump sum cost for the piping modifications and programming of compressors is \$28,250.


NSWC also provided a cost proposal for the 5 years of comprehensive maintenance. The first year of comprehensive maintenance totals \$11,064 and escalates by 3% a year, for a total over five years of \$58,496. The comprehensive maintenance agreement includes a five year extended warranty on all equipment, parts, and labor furnished for the system.

Staff recommends approving the piping modifications at the total lump sum cost of \$28,250. There are adequate funds in the Burns Improvements project account for this work. In addition, staff recommends authorizing the total five-year comprehensive maintenance agreement with NSWC Mechanical Service in an amount not-to-exceed \$58,496, for a first year cost of \$11,064 and 3% escalation thereafter until the five year period is up. The five year comprehensive maintenance agreement and warranty will begin upon acceptance of the completed piping modifications and the return of normal system operations. After the system has operated successfully for a reasonable period, staff will further consider the 3rd party recommendation to replace the original control system and install an energy management system that will optimize the operations and energy efficiency of this new HVAC system, in collaboration with our consultants, our maintenance service provider (NSWC) and the manufacturer of the equipment.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve an HVAC comprehensive maintenance service agreement with NSWC Mechanical Service, for a five-year period in an amount not to exceed \$58,496, as well as the piping modifications at Burns Community Center as a separate amount not to exceed \$28,250 and authorize the City Manager to sign the agreement in a form approved by the City Attorney.
2. Approve a tolling agreement between the City and BasX, the equipment manufacturer, and authorize the City Manager to sign the agreement in a form approved by the City Attorney.


Lisa Ann Rapp
Director of Public Works


Thaddeus McCormack
City Manager

DIVIDER SHEET

COUNCIL AGENDA

April 13, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Professional Services Agreement (PSA) for Plant 27 Treatment System Rewiring

INTRODUCTION

Plant 27 at Arbor Yard is a water treatment system for Well 27. The routine inspection and maintenance of the facility, including the filtration vessels, backwash facilities and chemical storage tanks, is essential to the safe operation of the treatment plant.

STATEMENT OF FACT

Recently, a few control valves of the Well 27 Treatment Plant failed to operate intermittently. After thorough investigation, we concluded that the cause of the problem is a short in the control wiring due to water infiltrating the underground conduits, and conduits and wire replacement are needed. The rewiring for the automatic control system is complex and requires technical expertise. Since the treatment system is designed and installed by Pureflow Filtration Division. (Pureflow), staff recommends selecting Pureflow to perform rewiring and start-up of Plant 27.

Based on the proposal for the fieldwork and the cost estimates for startup services for this project, staff recommends an appropriation not to exceed \$35,000 for the rewiring of the Plant 27 Treatment System and the awarding of a Professional Services Agreement to Pureflow.

SUMMARY

This type of work requires proper handling by the contractor who designed and installed the treatment facility. The City has retained Pureflow since 2010 for various repair and maintenance of the system. We need their expertise to provide this professional service for rewiring and startup.

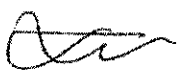
FISCAL IMPACT


Water Reserve Fund has sufficient funds to cover this agreement.

RECOMMENDATION

The City Council Water Resources Committee has reviewed and approved the appropriation in their April 9, 2021 meeting, and therefore Staff recommends that the City Council:

1. Appropriate \$35,000 in Water Reserve Fund for Plant 27 Treatment System Rewiring,
2. Award a Professional Services Agreement (PSA) in an amount not to exceed \$35,000 to Pureflow Filtration Division for Plant 27 Treatment Plant Rewiring and Services,
3. Authorize the Mayor to sign the contract in a form approved by the City Attorney.


Jason J. Wen, Ph.D., P.E.
Director of Water Resources


Thaddeus McCormack
City Manager

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT
WITH PUREFLOW FILTRATION DIVISION**

This Professional Services Agreement ("Agreement") is made and effective as of April 13, 2021 (the "Effective Date"), by and between the City of Lakewood, a California municipal corporation, (the "City") and Pureflow Filtration Division, a division of California Environmental Controls, Inc., a California corporation ("Service Provider"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the Services are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Service Provider shall perform the services described and set forth in Service Provider's Proposal attached hereto as Exhibit A ("Services"), incorporated herein as though set forth in full.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- A. The City agrees to pay Service Provider for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$35,000.
- B. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Service Provider shall be compensated for any additional services in the amounts and in the manner as agreed to in

- C. writing by the City and Service Provider at the time the City's written authorization is given to Service Provider for the performance of said services.
- D. Service Provider will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Service Provider's Services or fees, it shall give written notice to Service Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

7. DEFAULT OF SERVICE PROVIDER

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

8. OWNERSHIP OF DOCUMENTS

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

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

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

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

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

- B. Duty to Defend.

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

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

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

10. INSURANCE

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

11. INDEPENDENT SERVICE PROVIDER

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

worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Service Provider under this Agreement as a result of Service Provider's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

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

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Service Provider in performance of this Agreement shall be considered confidential and shall not be released by Service Provider without the City's prior written authorization, unless the information is clearly public. Service Provider, its officers, employees, agents, subcontractors, or subService Providers, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Service Provider gives the City notice of such court order or subpoena.
- B. Service Provider shall promptly notify the City should Service Provider, its officers, employees, agents, subcontractors, and/or subService Providers be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Service Provider is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Service Provider and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Service Provider in such proceeding, Service Provider agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Service Provider. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or

(iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

To Service Provider: Pureflow Filtration Division
 6739 S. Washington Ave
 Whittier, CA 90601
 Attention: Archie MacDonald

17. ASSIGNMENT

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

18. LICENSES

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous

agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

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

22. ATTORNEYS' FEES

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

23. CONSTRUCTION

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

24. WAIVER

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

25. SEVERABILITY

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

shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

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

CITY OF LAKEWOOD

SERVICE PROVIDER

Mayor

ATTEST:

SERVICE PROVIDER

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments: Exhibit A Service Provider's Proposal
 Exhibit B Insurance Requirements

EXHIBIT A

SERVICE PROVIDER'S PROPOSAL



PUREFLOW FILTRATION DIV.
6739 Washington Ave., P.O. Box 469, Whittier, Ca 90608-0469
(800) 926-3426 • (562) 945-3425
FAX (562) 693-8257
info@pfddiv.com • www.pfddiv.com

QUOTATION

TO: City of Lakewood
5704 Arbor Road
Lakewood, CA 907013

ATTENTION: Derwin Dy

OFFICE: (562) 866-9771 Ext. 2703

EMAIL: DDy@lakewoodcity.org

PAGE: 1 of 1

DATE: March 18, 2021

QUOTE NO.: P2103015

SUBJECT: Rewiring of butterfly valve actuators

REFERENCE: Pureflow Arsenic / Iron /
Manganese Removal Filter System

WE ARE PLEASED TO OFFER OUR QUOTATION ON THE FOLLOWING

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	LOT	Materials and labor to be provided by Oscars Electric Inc. to rewire fifteen electronic valves from the main control cabinet. This will require installing new rigid conduits to each existing valve. Run the wires in the conduits to expedite the change over from the existing wiring to the new wiring. Once Oscar's Electric is ready to do the changeover, it will be done in phases or altogether, depending on the City of Lakewood's schedule.	\$28,368.00	\$28,368.00
2	LOT	Pureflow engineering, field inspection of Oscar's Electric rewiring off the butterfly valves, field testing of the proper operation of the butterfly valves, inspection of the termination of the new valve actuator wiring at our Pureflow filter control panel and writing of our report will be charged at our standard field service rate of \$150.00 per hour, plus portal to portal expenses.	150.00 / hr.	

NOTE: PRICE(S) DOES (DO) NOT INCLUDE ANY TAX UNLESS SPECIFICALLY NOTED

PROGRESS PAYMENT TERMS: Net 30 Days

APPROX. DATE OF SHIPMENT: TBD

EST. SHIPPING WEIGHT: NA

F.O.B.: City of Lakewood, CA

PUREFLOW FILTRATION DIV.

By: 

Patrick Kennedy

Please sign and return original copy.

Retain duplicate copy for your records.

ACCEPTED BY: _____

Title

Date

IMPORTANT

- Prices specified herein are exclusive of all taxes unless specifically noted.

- This proposal is subject to all terms and conditions printed on face and reverse side.

ORIGINAL-PLEASE SIGN AND RETURN

White - Original Please sign and return 2nd White - Customer Copy Retain for your records Yellow - Representative Copy Pink - Pureflow Copy

PF FORM PF601.3 April 2013

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

Automobile liability insurance. Service Provider 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 Service Provider 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.

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

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

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

Other provisions or requirements

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

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

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

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

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

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Service Provider or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Service Provider hereby

waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subService Providers.

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

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

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

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

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

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

Pass through clause. Service Provider agrees to ensure that its subcontractors or subService Providers, and any other party involved with the Services who is brought onto or involved in the Services by Service Provider, provide the same minimum insurance coverage and endorsements required of Service Provider. Service Provider 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. Service Provider agrees that upon request, all agreements with Service Providers, subcontractors, subService Providers, and others engaged in the Services will be submitted to the City review.

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

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

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

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

DIVIDER SHEET

COUNCIL AGENDA

April 13, 2021

TO: Honorable Mayor and City Council

SUBJECT: Amendment to Professional Services Agreement (PSA) for SCADA System Maintenance

INTRODUCTION

Department of Water Resources (DWR) has retained Macro Automatics Corporation (MAC) as their service provider for SCADA System Maintenance for many years. On July 1, 2020, City of Lakewood entered into a Professional Services Agreement (PSA) with MAC for ongoing SCADA maintenance services at a time and material basis for a sum not to exceed \$19,900 for each of two fiscal years of FY 2020-21 and FY 2021-22 respectively. Due to unanticipated activities, a budget increase is needed to the existing PSA to complete the necessary tasks for the remainder of this fiscal year, and next fiscal year.

STATEMENT OF FACT

In FY 2020-21, DWR had a number of new initiatives aimed to increase the reliability and efficiency of our water system. A few examples of these planned initiatives were the Water Research Foundation project to study the relationship with water pressure and leaks, the upgrade of flow meters, and the Plant 4 VFDs. These were all budgeted in the original agreement with Macro Automatics Corporation in July 2020.

A few activities that DWR did not anticipate have caused the scope of work of this agreement to change and have thus made it necessary to increase the existing purchase order for FY 2020-21. The repair of Plant 27 electric wires has been a significant factor in the increase of expenses related to this agreement and other unforeseen expenses have led to a current budget overage of \$9,500.00. An additional \$10,000.00 in expenses for Well 28 Submittal review, Well 13A Treatment Plant Review, Plant 27 wiring, and Specific Energy device installation and programming is estimated for the remainder of FY 2020-21.

For FY 2021-22 several additional projects have been identified. These projects include the SCADA integration of the MWD interconnection (CB-49), Well 28 equipment and programming, and Well 13A Treatment Plant programming. These projects are integral to the maintenance of the DWR system and will require additional funds be added to this agreement for FY 2021-22. Based on an updated assessment of the costs associated with these projects, DWR recommends an additional \$30,100.00 be appropriated for FY 2021-22.

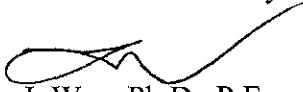
FISCAL IMPACT

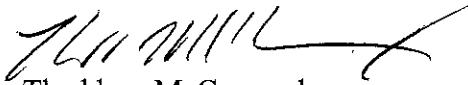
Sufficient funds to cover the amendment to this agreement exist in the Department of Water Resources Budget for FY 2020-2021. Water Reserve Fund will be used to cover the amendment to this agreement for FY 2021-2022.

RECOMMENDATION

The City Council Water Resources Committee has reviewed and approved the amendment and appropriation in their April 9, 2021 meeting, and therefore Staff recommends that the City Council:

1. Amend the Professional Services Agreement (PSA) to a total amount not to exceed \$39,400.00 for FY 2020-2021 and \$50,000.00 for FY 2021-2022 with Macro Automatics Corporation for SCADA System Maintenance
2. Appropriate \$30,100.00 in Water Reserve Fund for SCADA System Maintenance for FY 2021-2022
3. Authorize the Mayor to sign the contract in a form approved by the City Attorney.


Jason J. Wen, Ph.D., P.E.
Water Resources Director


Thaddeus McCormack
City Manager

**FIRST AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR
SCADA SYSTEM MAINTENANCE**

THIS FIRST AMENDMENT, to Agreement is made and entered into on April 13, 2021, 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.

W I T N E S S E T H:

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 increase the existing compensation for services from \$19,900.00 to \$39,400.00 for FY 2021 and from \$19,900.00 to \$50,000.00 for FY 2022,

NOW, THEREFORE, it is hereby agreed by and between the parties that:

COMPENSATION FOR SERVICES. The City agrees to pay to SERVICE PROVIDER a sum not to exceed \$39,400.00 for FY 2021 and \$50,000.00 for FY 2022

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

DIVIDER SHEET

Public Hearings

CITY COUNCIL AGENDA

April 13, 2021

TO: Honorable Mayor and Members of the Council

SUBJECT: Community Development Block Grant Action Plan Fiscal Year 2021-2022

INTRODUCTION

The U.S. Department of Housing and Urban Development ("HUD") oversees the Community Development Block Grant program ("CDBG") for entitlement cities, including the City of Lakewood ("City"). As part of CDBG guidelines, HUD requires the submission of a Five-Year Consolidated Plan that assesses a City's housing and community development needs. The City's current Five-Year Consolidated Plan was adopted in 2020 for Fiscal Years 2020-2024.

In addition to the Five-Year Consolidated Plan, HUD requires the preparation of an Annual Action Plan ("Action Plan") that identifies the priority needs, local objectives and activities for the upcoming year. The Action Plan also details the CDBG funding allocation and the anticipated program income to be received during the program year.

STATEMENT OF FACTS

The City will receive \$452,230 of CDBG funds and approximately \$30,000 in program income from the repayment of housing rehabilitation loans during Fiscal Year 2021-2022. The total amount of available funding in FY 2021-2022 is expected to be \$482,230.

The Housing and Community Development Act of 1974 (HCD Act) requires that not less than 70% of the CDBG funds be used for activities that either, 1) benefit low to moderate income individuals, 2) support activities to eliminate slum and blight, or 3) are designed to meet community development needs having a particular urgency. The primary objectives listed in the Action Plan must be activities that meet at least one of these three criteria.

Based on the objectives of the HCD Act, the City's short-term goals under the Action Plan are:

- A. Conduct a program of community conservation in conjunction with rehabilitation to eliminate deterioration and potential blight.
- B. Conduct a program to increase public awareness for Federal Laws relating to fair housing and equal opportunity.
- C. Maintain those programs that provide for the services and therapy needs of the low-and moderate income persons, seniors, youth, and disabled residents.
- D. Provide improvements to public facilities and streets in neighborhoods that contain a predominance of low and moderate income persons.

- E. Expand economic opportunities in neighborhoods that contain a predominance of low and moderate income persons.
- F. Coordinate with agencies that provide Continuum of Care to address the needs of homeless persons and persons at risk of homelessness.

Proposed Projects

The proposed projects within Lakewood's Action Plan for FY 2021-2022 are listed in the table below, with the proposed respective portion of the budgeted \$482,230 CDBG entitlement:

<u>PROJECTS</u>	<u>AMOUNT</u>	<u>PERCENTAGE</u>
Code Enforcement	\$45,222	9.3
Fair Housing	\$38,585	7.9
Weingart Senior Center Improvements	\$153,923	32.0
Community Family Guidance	\$8,000	1.7
Meals on Wheels	\$10,000	2.0
Pathways Volunteer Hospice	\$8,000	1.7
Human Services Association	\$8,500	1.8
Rehabilitation Delivery Costs	\$114,000	23.6
<u>Planning and Administration</u>	<u>\$96,000</u>	<u>20.0</u>
TOTAL	\$482,230	100%

Public Notice

CDBG guidelines require at least one public hearing to obtain citizen input prior to the adoption of the Action Plan. The City's process for obtaining citizen input includes two noticed public hearings. Pursuant to the City's Citizen Participation Plan ("Participation Plan"), which has been previously approved by HUD, a notice of the public hearing and commencement of a 30-day comment period to obtain citizen input on the Action Plan was published in the Press Telegram, and posted at the City Clerk's office, Bloomfield Park and Mayfair Park on February 12, 2021.

The notice advertised that the FY 2021-2022 Action Plan would be considered by the Planning and Environment Commission during their March 4, 2021 meeting and at the City Council meeting on April 13, 2021. At the March 4, 2021 meeting, the Planning and Environment Commission voted to recommend City Council approval of the Action Plan.

In addition to the public notices, a copy of the Action Plan has been made available for public review on Thursday, March 4, 2021 through Tuesday April 13, 2021 in the City Clerk's office and the Community Development Department at Lakewood City Hall, and at the Angelo M. Iacoboni Library. All comments received will be reviewed and considered at the public hearing by the City Council on April 13, 2021.

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing to receive comments on the proposed Action Plan and following the public hearing, approve the FY 2021-2022 Action Plan, and authorize the City Manager to direct staff to submit to HUD the approved Action Plan along with the required CDBG certifications, no later than May 13, 2021.



Abel Avalos
Director of Community Development



Thaddeus McCormack
City Manager

ATTACHMENTS

- 1) CDBG Annual Action Plan FY 2021-2022
- 2) Published Public Hearing Notice

CDBG ANNUAL ACTION PLAN

FY 2021-2022

**L
A
K
E
W
O
O
D**

CDBG Grantee Number: B-21-MC-06-0521
DUNS Number: 076943638

Prepared By:
City of Lakewood
Community Development Department
5050 Clark Avenue
Lakewood, CA 90712

May 13, 2021

City Lakewood

FY 2021-2022 Action Plan

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HUD-424-M Funding Matrix

The applicant must provide the funding matrix shown below, listing each program or program component for which HUD funding is being requested and submit this information with the application for federal financial assistance.

Grant Program*	HUD Share	Matching Funds	Carry-over CDBG Funds	Other Federal Share	State Share	Local/Tribal Share	Other Funds	Program Income	Total
CDBG	\$452,230							\$30,000	\$482,230
Grand Totals	\$452,230							\$30,000	\$482,230

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Fiscal Year (FY) 2021-2022 Action Plan for the City of Lakewood ("City") satisfies the statutory Department of Housing and Urban Development (HUD) requirements for the Community Development Block Grant (CDBG) Program. The Action Plan is prepared as an annual implementing tool for the 2020-2024 Consolidated Plan to establish current year priorities, resources and strategies.

The City is an entitlement community for the CDBG Program. The CDBG Program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. Pursuant to the Act, the primary objective of the CDBG Program is to develop viable urban communities by providing decent housing, promoting a suitable living environment, and expanding economic opportunities, primarily for low and moderate income persons. To achieve these goals, CDBG activities must meet at least one of the three national objectives:

- Benefit low to moderate income persons.
- Aid in the prevention of slum and blight.
- Meet other community development needs having a particular urgency.

CDBG activities implemented by the City are used to pursue the above-listed statutory goals for CDBG as detailed by the Community Development and Housing programs listed in the City's FY 2020-2024 Consolidated Plan. These activities are designed to improve Lakewood's neighborhoods and increase its capacity to address the needs of low and moderate income households, including special needs groups, seniors, and persons with disabilities.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Lakewood has prepared a strategy for addressing the housing and community development needs described in the Consolidated Plan during the fiscal years 2020-2024.

During FY 2021-2022, the City of Lakewood will assist the homeless through a contract with the Los Angeles County Sheriff Department and partnerships with People Assisting the Homeless (PATH), Los Angeles Homeless Services Authority (LAHSA), Housing Authority of the County of Los Angeles (HACOLA), Su Casa, and Gateway Cities Council of Governments (COG). Lakewood will also assist homeless persons at the Burns Community Center by providing referrals to services, bus vouchers, and use of the phone.

Other objectives include using CDBG funds to help support various public service organizations, such as Human Services Association which provides congregate and home delivered meals to Lakewood's elderly residents; Meals on Wheels which provides home delivered meals to Lakewood's elderly residents; and Su Casa Ending Domestic Violence an organization that provides continuum of care for survivors of domestic violence and their children.

Community Family Guidance, an organization that provides counseling to emotionally disturbed children; and to Pathways Volunteer Hospice, an organization that provides care to terminally ill patients. Lakewood also contracts with a Fair Housing consultant to assist Lakewood's residents in housing discrimination, complaints, and education.

The City is in the beginning stages of preparing plans for the renovation of the Weingart Senior Center. The improvements include removing the existing barriers to the disabled, replacing the flooring, converting excess assembly space to offices for social service delivery, enclosing the billiards room, and remodeling the lobby.

Lakewood will continue its efforts to eliminate slum and blight throughout the City through the use code enforcement. Other means to eliminate slum and blight include providing loans and grants to low income residents to rehabilitate their homes.

See Table 8 under AP 38 Projects Summary.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Lakewood, in partnership with non-profit organizations continues to monitor and evaluate the performance of the City's CDBG Programs to ensure regulatory compliance. The following list identifies some of the accomplishments realized during FY 2015-2019 (five year period covered by the previous Consolidated Plan) and FY 20-21:

- During Fiscal Years 2015-2019 Five-Year Consolidated Plan a total of 42 Single-Family Rehabilitation Loans and 28 Fix-Up, Paint-Up Grants were processed to assist Lakewood's low income residents improve their homes.
- During Fiscal Years 2015-2019 474 households received meals through Meals on Wheels, 550 households received congregate meals with Human Services Association, Pathways Volunteer Hospice provided non-medical hospice care to 150 households and Community Family Guidance provided counseling services to 307 households.
- During Fiscal Years 2015-2019 the Burns Community Center received necessary upgrades to provide a safe and modernized ADA compliant building. The improvements included the replacement of a non ADA compliant elevator with a compliant elevator, replacement of damaged brick pavers, expansion of the assembly room, expansion of the kitchen utilized by Meals on Wheels, upgraded restrooms to be ADA compliant, added an exterior door at an exterior stairwell, installed an automatic sliding door at the entrance, modified the window system on the second floor, removed the built up grade against the building, constructed a retaining wall, and removed the existing siding on building.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City has developed a detailed Citizen Participation Plan, which encourages the participation of all citizens and emphasizes the involvement of low to moderate income persons, particularly where housing and community development funds are spent. The citizen participation process includes a public review period of a minimum of 30 days to obtain citizen input on the projects or strategy proposed. The Citizen Participation Plan is available for public inspection through the City's Community Development Department, the City Clerk's Office, and the Angelo M. Iacoboni Library.

In accordance with the Lakewood Citizen Participation Plan, the following hearings were conducted for the development of the Action Plan:

- Public Hearing #1 (Planning and Environment Commission): March 4, 2021
- Public Hearing #2 (Lakewood City Council): April 13, 2021
- 30-Day Public Review Period: March 4, 2021 – April 13, 2021

On February 12, 2021, a notice was published in the Press Telegram announcing the public hearing before the Planning and Environment Commission on March 4, 2021 and announced a 30-day public comment period that concluded on April 13, 2021 at the Lakewood City Council meeting. The Draft Action Plan was available for public review at the following locations:

- Lakewood City Website www.lakewoodcity.org
- Lakewood City Hall, Community Development Department, 5050 Clark Avenue, Lakewood, CA 90712
- Lakewood City Hall, City Clerk's Office, 5050 Clark Avenue, Lakewood, CA 90712
- Angelo M. Iacoboni Library, 4990 N. Clark Avenue, Lakewood, CA 90712

The City welcomed any written recommendations, suggestions, or other input. Any opinions or comments related to the Action Plan were to be addressed to the following person:

Abel Avalos, Director of Community Development City of Lakewood 5050 North Clark Avenue Lakewood, CA 90712 (562) 866-9771 extension 2301.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City of Lakewood did not receive any public comments related to the Annual Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The City of Lakewood did not received any public comments related to the Annual Action Plan and therefore did not reject any comments.

7. Summary

The City of Lakewood FY 2021-2022 Action Plan was considered by the Planning and Environment Commission on March 4, 2021 and by the Lakewood City Council on April 13, 2021. In accordance with the City of Lakewood Citizen Participation plan, notice of the public hearings was published in the Press Telegram on February 12, 2021, posted in three locations throughout the City, and draft copies of the FY 2021-2022 Action Plan were available for public review between March 4, 2021 and April 13, 2021.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Lakewood	Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

Community Development staff are responsible for the administration of the CDBG grant.

Consolidated Plan Public Contact Information

Carolyn Lehouillier
Housing Specialist
5050 Clark Avenue
Lakewood, CA 90712
(562) 866-9771, ext. 2320
clehouillier@lakewoodcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Consolidated Plan was prepared by the City of Lakewood Community Development Department. In preparing the Plan, input was sought from a variety of public agencies and non-profit and for-profit housing groups to determine the housing needs for the community. The Department facilitated consultation with, and participation of, public and private social and homeless services agencies as well as citizens concerned with these services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City is located within Service Planning Area (SPA) 7, a division within Los Angeles County designated by LAHSA to target the specific needs of the homeless in the community. City staff attends regular monthly SPA meetings to address homeless issues through the Continuum of Care (CoC) Model. The City along with LAHSA typically conducts an annual homeless count; this year, FY 2020-2021, the count was cancelled due to the COVID-19 pandemic, however, the count for FY 2019-2020 revealed that there are approximately 120 persons experiencing homelessness within the City of Lakewood.

Services are provided to people experiencing homelessness in Lakewood by PATH. Services begin with outreach and continue up to one year after a person is permanently housed. An outreach worker (Lakewood Sheriff) and case manager provide services in Lakewood. Activities in the outreach phase are focused on decreasing the barriers to housing and include:

- Providing **Basic Needs** such as: clothing, hygiene products and showers and transportation.
- Assistance **obtaining documents** necessary for housing i.e. social security card, picture identification, DD214, proof of income, disability verification etc.
- **Emergency and temporary housing** via SPA 7 facilities and motel placements.
- **Liaison and referral** to subsidy providers that include: Los Angeles Homeless Services Authority, Veteran's Administration, Department of Mental Health and non-profit providers like PATH Ventures.
- **Access** to medical and mental health, substance addiction treatment services, and primary care home establishment i.e. Department of Mental Health, Veterans Administration, and federally qualified health centers located in the SPA.
- **Benefit establishment assistance** for General Relief, Social Security programs, Temporary Assistance to Needy Families, and Veteran's Administration.
- **Referral** to employment and education services i.e. Goodwill Industries and local centers of the Workforce Investment Board.
- **Housing** location and re-location and rapid re-housing assistance.

Once a person is permanently housed, retention services can continue up to year and include:

- **Household** set up assistance

- **Case management**, including prevention assistance to maintain housing
- **Home visits**
- **Linkage** to mainstream support services.

During the program year 2021-2022 the following services are expected to be provided in Lakewood:

- 174 outreach contacts including those assessed at hot spots
- 63 unduplicated individuals and families contacts
- 18 people are expected to receive case management
- 23 people are expected to be linked to mainstream resources including: medical, mental health, employment, veteran's benefits and income supports
- 2 people are expected to be permanently housed and linked with move in assistance programs

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City coordinates with Su Casa Family Crisis and Support Center, a private non-profit organization in the City which operates a CoC Program. Su Casa provides both short-term emergency housing and transitional housing in two different locations within the City. The City has secured the transitional shelter with affordable housing covenants, which run through December 2025.

Burns Community Center staff will also provide information and referrals to social service agencies, emergency food, assistance for transportation and use of the telephone to approximately 15 homeless individuals and families when specific needs arise as part of the CoC Model.

LAHSA's 2017 Los Angeles CoC Housing Inventory Count includes a total of 79,563 county wide beds available within emergency shelters, transitional housing, safe havens, rapid re-housing, permanent supportive housing and other forms of permanent housing. SPA 7 has a total of 2,236 beds available.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Emergency Solutions Grants (ESG) are grants offered through HUD. The City does not receive ESG funds for the operation and administration of Homeless Management Information Systems (HMIS).

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Los Angeles Homeless Services Authority
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Lakewood staff attends monthly LAHSA meetings to discuss strategies to assist the homeless population. The anticipated outcomes of the consultation are to devise a strategy to end homelessness.
2	Agency/Group/Organization	Su Casa - Ending Domestic Violence
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Su Casa- Ending Domestic Violence was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 36 Lakewood residents will be provided shelter served by Su Casa- Ending Domestic Violence.
3	Agency/Group/Organization	PATH (People Assisting the Homeless)
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Lakewood staff regularly attends PATH meetings to discuss strategies to assist the homeless population. The anticipated outcomes of the consultation are to devise a strategy to end homelessness.
4	Agency/Group/Organization	Community Family Guidance Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Community Family Guidance Center was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 90 Lakewood residents will receive services by Community Family Guidance Center.
5	Agency/Group/Organization	Pathways Volunteer Hospice
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Pathways Volunteer Hospice was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 30 Lakewood residents will be served by Pathways Volunteer Hospice.
6	Agency/Group/Organization	Human Services Association
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Human Services Association was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 75 Lakewood residents will be served by Human Services Association
7	Agency/Group/Organization	Lakewood Meals on Wheels
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels was provided an application that requested extensive information regarding its operation. The anticipated outcome of the consultation is a total of 105 Lakewood residents will be served by Meals on Wheels.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	LAHSA	The Continuum of Care works to alleviate the impact of homelessness in the community through the cooperation and collaboration of social service providers. This effort aligns with the Strategic Plan's goal to provide supportive services for homeless individuals and families.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public meeting	Broad Community	n/a	n/a	n/a	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	452,230	30,000	2,334,998	2,817,228	0	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While the City does not leverage additional funds, the City partners with a private waste disposal company to offer an annual Neighborhood Clean-Up Program that is operated through the City's Code Enforcement program. The program provides assistance to tenants and property owners in disposing of unsightly and unwanted debris in neighborhoods identified as needing assistance. Each year a total of six clean-up events are scheduled and each event has three 40-yard roll-off bins or more available to the residents in the vicinity of the bin. Neighborhood residents are notified of the event date and community volunteer assistance is provided. The private waste disposal company donates the bins for this yearly event saving the City \$9,111.96 in rental fees.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Lakewood's City facilities that are used to address the needs identified in the plan includes the Weingart Senior Center and Burns Community Center. Both facilities serve Lakewood's senior population. The Weingart Senior Center hosts a wide variety of services for Lakewood's 50 plus population. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. Burns Community Center provides many services, including Meals on Wheels, senior exercise programs, Continuum of Care, and Mothers At Work, a day care operation.

Discussion

See discussion above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Equal Housing Opportunity	2021	2022	Non-Homeless Special Needs		Equal Housing Opportunity	CDBG: \$38,585	Public service activities for Low/Moderate Income Housing Benefit: 250 Households Assisted
2	Housing Preservation and Improvement	2021	2022	Affordable Housing		Housing Preservation and Improvement	CDBG: \$159,222	Homeowner Housing Rehabilitated: 16 Household Housing Unit and Code Enforcement
3	Housing Development	2021	2022	Affordable Housing		Housing Development	CDBG: \$0	Homeowner Housing Added: 37 Household Housing Unit
4	Improve and Provide Community Facilities	2021	2022	Non-Housing Community Development		Improve and Provide Community Facilities	CDBG: \$153,923	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted
5	Provide Assistance to Continuum of Care	2021	2022	Homeless		Assistance to the Continuum of Care	CDBG:	Homelessness Prevention: 36 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Housing Assistance	2021	2022	Affordable Housing		Housing Assistance		Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted
7	Provide Community Services	2021	2022	Non-Housing Community Development		Provide Community Services	CDBG: \$34,500	Public service activities other than Low/Moderate Income Housing Benefit: 300 Persons Assisted
8	Economic Development	2021	2022	Non-Housing Community Development		Economic Development	CDBG:	

Table 6 – Goals Summary
Goal Descriptions

1	Goal Name	Equal Housing Opportunity
	Goal Description	Equal Housing Opportunity
2	Goal Name	Housing Preservation and Improvement
	Goal Description	Housing Preservation and Improvement
3	Goal Name	Housing Development
	Goal Description	Housing Development
4	Goal Name	Improve and Provide Community Facilities
	Goal Description	Improve and Provide Community Facilities
5	Goal Name	Provide Assistance to Continuum of Care
	Goal Description	Provide Assistance to Continuum of Care
6	Goal Name	Housing Assistance
	Goal Description	Housing Assistance
7	Goal Name	Provide Community Services
	Goal Description	Provide Community Services
8	Goal Name	Economic Development
	Goal Description	Economic Development

Projects

AP-35 Projects – 91.220(d)

Introduction

Included in this Action Plan is a Listing of Proposed Projects identifying activities that will be undertaken during the FY 2021-2022 using CDBG funds. Anticipated accomplishments for each activity are also listed. All activities are expected to start and/or be completed during FY 2021-2022. Each activity identified in the following table includes a description of the FY 2020-2024 Consolidated Plan priority and local Action Plan objectives that will be addressed during the FY 2021-2022.

Projects

#	Project Name
1	Code Enforcement
2	Fair Housing Program
3	Community Family Guidance
4	Meals on Wheels
5	Pathways Volunteer Hospice
6	Human Services Association
7	Rehabilitation Delivery Costs
8	Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

According to the five year 2011-2015 American Community Survey, the City has about 37% of its households earning low and moderate incomes. Additionally, according to a 2016 Survey conducted by Southern California Association of Governments (SCAG), approximately 13% of Lakewood's population consists of persons 65 years and older. Programs such as those offered by Human Services Association which provide congregate meals and delivered meals to low income seniors helps low income seniors stay in their homes.

Lakewood is also prioritizing completing improvements for the Weingart Senior Center. This center provides services to over 2,000 seniors monthly. Services include educational and social engagement programs, fitness programs, special events, passive recreational programs, case management referrals, food assistance programs such as the congregate meals provided by Human Services Association, tax assistance and volunteer opportunities. The biggest obstacle to addressing the underserved needs is lack of funding.

AP-38 Project Summary

Project Summary Information

1	Project Name	Code Enforcement
	Target Area	City Wide
	Goals Supported	Housing Preservation and Improvement
	Needs Addressed	Housing Preservation and Improvement
	Funding	CDBG: \$45,222
	Description	Under this program, the City will continue to enforce existing building codes with Community Conservation Officers working in conjunction with the Crime, Public Nuisance, and Property Abatement Team serving CDBG-eligible areas.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 500 households will be served during FY 2020-2021. Of those 500 households approximately 250 household will be low to moderate income households located within CDBG Eligible Areas.
	Location Description	CDBG Eligible Areas- Census Tract 5550.01, BG 1, 2, 3 and 4; Census Tract 5550.02 BG 1 and 2; Census Tract 5551.02 BG 1 and 2; Census Tract 5551.03, BG 2; Census Tract 5551.04, BG 1; 5700.01, BG 2 and 4; Census Tract 5700.03, BG 1, 3 and 4; Census Tract 5708.00, BG 1; Census Tract 5714.00, BG 3; Census Tract 5715.03, BG 1.
	Planned Activities	Enforce building and zoning codes.
2	Project Name	Fair Housing Program
	Target Area	City Wide
	Goals Supported	Equal Housing Opportunity
	Needs Addressed	Equal Housing Opportunity
	Funding	CDBG: \$38,585
	Description	Provide funds for a fair housing counseling program and landlord tenant services for residents and property owners. The Fair Housing Consultant will function as a central source for fair housing information and education; investigate and conciliate housing discrimination complaints; make referrals to appropriate sources for the formal resolution of complaints when information conciliation efforts fail; distribute information on landlord tenant rights and assist low and moderate income families in maintaining suitable housing.
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	The City will actively implement the Fair Housing Programs, including conducting education, counseling, and special projects. A total of 250 low to moderate income households shall be assisted annually.
	Location Description	Citywide.
	Planned Activities	Administer a Fair Housing Program.
3	Project Name	Community Family Guidance
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$8,000
	Description	This program provides counseling services for emotionally disturbed children.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, an estimated 90 children from low to moderate income households, who are emotionally disturbed will receive counseling annually.
	Location Description	City Wide.
	Planned Activities	Counsel emotionally disturbed children.
4	Project Name	Meals on Wheels
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$10,000
	Description	This program provides in-home meal delivery to low income, senior, and disabled persons.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Under this program, the City will serve an estimated 105 low income and special needs individuals.
	Location Description	City Wide
	Planned Activities	Prepare and deliver meals to senior citizens.

5	Project Name	Pathways Volunteer Hospice
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$8,000
	Description	This program provides in-home non-medical services to terminally ill persons.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, the City will serve 30 low and moderate income households annually with in-home services for terminally ill persons.
	Location Description	Citywide
	Planned Activities	Provide in home non-medical care to terminally ill persons.
6	Project Name	Human Services Association
	Target Area	City Wide
	Goals Supported	Provide Community Services
	Needs Addressed	Provide Community Services
	Funding	CDBG: \$8,500
	Description	This activity will support senior citizen congregate meals at the Weingart Senior Center and home delivered meals to Lakewood residents.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Through this program, the Human Services Association will provide congregate and home delivered meals to 75 seniors annually.
	Location Description	City Wide
	Planned Activities	Provide congregate meals to senior citizens.
7	Project Name	Rehabilitation Delivery Costs
	Target Area	City Wide
	Goals Supported	Housing Preservation and Improvement
	Needs Addressed	Housing Preservation and Improvement
	Funding	CDBG: \$114,000

	Description	This program provides funds for the payment of reasonable administrative costs and carrying charges such as rehabilitation counseling, work specifications, loan processing, site inspections, reporting, processing loan paybacks and all administrative work related to loan and grant processing.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	16 low income families will benefit from the proposed activities
	Location Description	City Wide
	Planned Activities	Process 10 Single-Family Rehabilitation Loans and 6 Fix-Up, Paint-Up Grants and process approximately 11 loan paybacks
8	Project Name	Program Administration
	Target Area	N/A
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	CDBG: \$96,000
	Description	This program ensures the effective use of limited CDBG funds, for the community's priorities and federal regulations. Activities include the preparation of the Consolidated Plan, Action Plan, and Annual Performance Report, and continuous outreach to address the changing needs of the community. Staff is trained on CDBG requirements and future program development.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Effectively manage CDBG funds

Table 8 - Project Summary

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City's housing programs are marketed and available throughout the City which assists in the reduction of concentration of low income persons. The program is not directed to any one geographical area but rather to extremely low to low income (0 to 80% of the County MFI) persons and households. The City wants to promote a balanced and integrated community and is committed to providing assistance throughout the City.

The only exception to this policy is that some activities (Code Enforcement, Public Facilities and Street Improvements) are limited to special CDBG Target Areas, which are known as area benefit activities. An area benefit activity is an activity that meets the identified needs of low income persons residing in an area where at least 51 percent of the residents (or less if the exception criteria are applicable) are low income persons. An area where at least 43.05 percent of the residents are low to moderate income persons is considered an area where the exception criteria are applied. The benefits of the activity are available to everyone in that area despite their income. A map of these Target Areas is included in the Action Plan. The City has traditionally used 80 percent or more of its CDBG resources to benefit these special areas and/or to operate programs available exclusively to low and moderate income people (whereas HUD regulations only require a minimum 70 percent low and moderate benefit for CDBG activities). To continue to achieve this high ratio of low and moderate benefit for its CDBG resources, and because of the compelling need to assist these target areas, the City will continue to target CDBG resources to these special geographic areas. The allocation of funds is evenly distributed to the targeted Census Tracts.

The geographic areas of entitlement include 17 Block Groups within 10 Census Tracts where the majority of land is dedicated to residential uses and are populated with low-income families. There are a total of 5,712 parcels of land within those 17 Block Groups. Of those 5,712 parcels, 4,437 parcels are zoned Single-Family Residential, 1,087 parcels are zoned Multiple-Family Residential, two parcels are located in the Mobile Home Park zone, and the remaining 186 parcels are zoned for open space, agricultural, commercial uses, and manufacturing uses.

Geographic Distribution

Target Area	Percentage of Funds
5550.01	10
5550.02	10
5551.02	10
5551.03	10
5551.04	10
5700.01	10
5700.03	10
5708.00	10
5714.00	10
5715.03	10

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Lakewood's Housing and Community Development Strategy includes general priorities for allocating funds geographically in the City; the rationale for assigning the priority; the quantifiable objective to meet the priority; the funding sources used to meet the objective; and the activities approved to meet the objectives. To prevent the concentration of low-income persons, the majority of the City's programs are provided throughout the City and marketed to all neighborhood areas. However, based on federal eligibility issues for low-income households, some areas of the City may experience greater CDBG investment than others.

HUD defines a community's priority need levels as follows:

- *High Priority:* Activities to address this need will be funded by the City during the five-year period.
- *Medium Priority:* If funds are available, activities to address this need may be funded during the five-year period. Also, the City may take other actions to help this group locate other sources of funds.
- *Low Priority:* The City will not directly fund activities using funds to address this need during the five-year period, but other agencies' applications for federal assistance might be supported and found to be consistent with this plan.
- *No Such Need:* The City finds there is no need or that this need is already substantially addressed. The City will not support other entities applications for federal assistance for activities where no such need has been identified.

The Lakewood Consolidated Plan Strategy is outlined and presented as follows:

- Affordable Housing, Homeless, and Other Special Needs Strategy
- Non-Housing Community Development Strategy Plan
- Summary of Eligible Housing and Non-Housing Community Development Block Grant

Activities

- Anti-Poverty Strategy
- Reduction of Barriers to Affordable Housing
- Institutional Structure and Intergovernmental Cooperation

Discussion

See above discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Lakewood's one-year goals for the number of households to be supported are quantified as those homeless assisted by Su Casa- Ending Domestic Violence, Burns Center staff, LAHSA, the Department of the Los Angeles County Sheriff, and PATH, and the number of affordable housing units that are located in the City. There are three senior developments, a three-unit Neighborhood Stabilization Program (NSP) development and two Redevelopment Agency properties each with one affordable unit for a total of five affordable units. The senior housing developments include Candlewood Apartments, an 81 one-bedroom unit development, Whispering Fountains, a 201 unit development and Seasons Senior Apartments, an 85 unit development. The special needs to be supported are quantified as Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes, and Small Family Homes.

The City amended its zoning ordinance in 2018 to allow the construction of Accessory Dwelling Units (ADU) on Single-Family Residentially (R-1) zoned properties as mandated by the State of California.

During FY 19-20 the construction of 15 ADUs were approved by the City and completed. It is anticipated that during FY 20-21, the construction of 15 additional ADUs will be approved by the City and completed.

The one-year goals for the number of households supported through Rental Assistance are quantified through Section 8 Rental Assistance which is operated by HACOLA. The number of households supported through the rehabilitation of existing units is derived from the number of loans and grants the City processes each year.

One Year Goals for the Number of Households to be Supported	
Homeless	58
Non-Homeless	5
Special-Needs	9
Total	72

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	15
Rehab of Existing Units	16
Acquisition of Existing Units	0
Total	31

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

As shown in Table 6, the City proposes to assist 58 homeless persons. This number is derived from the number of homeless persons (43) PATH proposes to assist in Lakewood during FY 21-22 plus the proposed number of homeless persons (15) to be assisted at Burns Community Center during FY 21-22. The City anticipates the construction of 15 ADUs which contributes to the City's low-income housing inventory. Lakewood has one Neighborhood Stabilization Property (NSP) and two Redevelopment Agency properties that are developed with a total of five units and are occupied by extremely low to moderate-income families. Table 6 also shows that there are nine special-needs households being supported. This number is derived from the number of units Su Casa offers as transitional housing for up to 36 Lakewood residents. Su Casa provides transitional housing for up to one year in an apartment complex, which facilitates residents' ability to adapt to independent living and break the cycle of abuse. The City has provided funding for Su Casa operations in the past. The City has secured the transitional shelter with affordable housing covenants, which will run through December 2025.

There are three affordable senior housing developments located in the City offering a combined total of 367 affordable units. The City has secured a covenant on each development to maintain as affordable senior housing.

Although Lakewood does not directly provide affordable housing, the City is in possession of nine vacant properties remaining from the Housing Successor Agency that are reserved to be developed with affordable housing using private funding. The City is currently drafting a Request for Development Proposals for those sites which could yield up to 40 affordable housing units.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Actions planned during the next year to address the needs to public housing

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

Discussion

The City of Lakewood does not have public housing units located within city limits. The City continues its participation of the Section Housing Voucher Program through the County of Los Angeles.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City assists the homeless at the Burns Community Center and partners with PATH, Gateway Cities Council of Governments, HACOLA and LAHSA. The City also partners Su Casa- Ending Domestic Violence.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Lakewood contracts with the Los Angeles County Sheriff Department. A sheriff's deputy routinely performs outreach to persons experiencing homelessness to connect the homeless to services. Services are provided to people experiencing homelessness in Lakewood by LAHSA and PATH.

Addressing the emergency shelter and transitional housing needs of homeless persons

Su Casa Family Crisis and Support Center is a private non-profit organization that provides both short term emergency housing and transitional housing in two separate locations in the city.

Su Casa's 22 bed and emergency shelter serves 6-8 families at a time and meeting all their needs at no cost. Families receive individual and group counseling, case management, legal social advocacy, and life skills training.

At the second location, Su Casa provides a 24-bed transitional housing with five shard apartments, a children's area, counseling offices, and an outside area that provide families with longer term housing (3-12 months) and space for ongoing services. The maximum capacity at this facility is 24 persons and the residents are provided counseling, parenting classes, life skills training, case management, financial literacy training, household establishment assistance, budgeting and job search assistance. All clients in the shelter programs save 75% of their incomes, which provides the financial resources necessary to help obtain permanent housing in the future.

Admittance to the program is strictly on a referral basis. The City has secured the transitional shelter with affordable housing covenants, which run through December 2025.

In February 2012, the City amended the Zoning Ordinance to permit emergency shelters by right in the M-2 zone. This is to comply with State law (SB2) requiring that a zone be identified to permit emergency shelters by right. This was also identified as a program in the certified Housing Element.

In 2017, LAHSA released the Los Angeles Continuum of Care Housing Inventory Count. The Count shows that there are 6,505 emergency shelters within Los Angeles County offering 9,933 beds. There are 5,147 transitional housing units offering 6,665 transitional housing beds. SPA 7 offers 512 emergency shelters with 959 beds and 443 transitional housing units with 582 beds. The City will continue its work with community non-profit groups and community based organizations interested in providing transitional

housing services to the homeless.

Another form of transitional housing in the City is Adult Residential Facilities, Residential Care Facilities for the Elderly, Group Homes and Small Family Homes and is described as follows:

- There are a total of 16 Adult Residential Facilities located in the City of Lakewood. The facilities provide 24 hour non-medical care to individuals who may be physically, mentally or developmentally disabled. Each home can house up to six adults aged 18-59.
- There are a total of 10 Residential Care Facilities for the Elderly located in the City of Lakewood. Each of these facilities house up to six persons aged 60 or older. These facilities were accepted as transitional housing by the State Department of Housing and Community Development during the FY 2013-2021 Housing Element update.
- There is one Small Family Home located in the City of Lakewood that provides 24-hour care for families with less than six children who are in need of assistance because of a physical, mental or developmental disability.

In addition to assisting in providing emergency shelter and transitional housing, the City will continue to provide support services such as job training and counseling. The County of Los Angeles also offers an array of work training programs, housing placement assistance, and other support resources.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City contracts with the Los Angeles County Sheriff Department. A sheriff's deputy takes the lead in providing outreach to over 250 homeless persons annually in the City of Lakewood connecting them to PATH and LAHSA for services. Many homeless persons reject the services offered while many accept the support services provided.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will continue its work with community non-profit groups and community based organizations interested in assisting individuals and families avoid becoming homeless by providing rapid-rehousing, emergency shelter and transitional housing, the City will continue to provide support services such as job training and counseling. The County of Los Angeles also offers an array of work training programs, housing

placement assistance, and other support resources.

Section 8 Housing Choice Voucher Program was voluntarily transferred back to the Housing Authority of the County of Los Angeles (HACOLA) as of July 1, 2011. Residents on the program's waiting list who are seeking Section 8 Housing Assistance are still given priority over non-residents, even though affordable housing within the city limits is difficult to find. New potential participants who are not currently on the waiting list are referred to the HACOLA for further assistance.

The Assistance Directory at the Burns Community Center enables staff to assist the low-income individuals and families, especially extremely low-income individuals and families, who are likely to become homeless or who are receiving assistance from public or private agencies to address housing, health, social services, employment, education or youth needs.

Discussion

See discussion above

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City is committed to addressing the negative effects of public policies over which it has control. In order to promote integration and prevent low income concentrations, the City has designed its affordable housing programs to be available Citywide. This priority also serves to make sure that the City does not have any policies, rules, or regulations that would lead to minority or racial concentrations.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Since 1989, Lakewood has demonstrated a willingness to encourage housing development of all types. It has approved several zone changes to allow the construction of housing including General Commercial (C-4) to Multiple Family Residential (M-F-R) to allow for the building of a 201-unit senior citizen apartment complex in 1989, Light Manufacturing (M-1) to Planned Development Single Family (PDSF), to allow for the building of 184 single family residences in 1994, Open Space (O-S) to MFR, to allow for the building of a 85-unit senior citizen apartment complex in 1996, C-4 to MFR, to allow for the conversion a motel into apartments in 1999, Intermediate Commercial (C-3) to PDSF to all a 20 unit single-family residential project in 2003, C-4 to M-F-R in 2014 allowing an existing apartment complex to expand by adding 22 additional apartments, O-S to M-F-R to allow a three-unit condominium project in 2015, and Code amendments to allow for development of a variety of housing types, including those that benefit low and moderate income people. The City makes an effort to fast track projects and process permits in a timely manner. The City intends to maintain its current posture of openness and willingness to consider new ideas and eliminate any regulatory barriers under its control in the provision of a variety of housing to meet the needs of all income groups.

During 2018, the City amended its zoning ordinance to allow the construction of ADUs in Single-Family Residential (R-1) zoned properties, as mandated by State Law. The California Government Code provides that ADUs facilitate and expedite the construction of affordable housing; they provide housing for family members, students, the elderly, in-home health providers, the disabled, and others at below market prices within existing neighborhoods; they may add income and an increased sense of security to homeowners; they will provide additional rental housing stock; they offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character; and they are an essential component of California's housing supply. The ordinance is consistent with current state law and establishes local control of the regulations related to ADUs.

During the next year, the City will continue to work cooperatively within existing legislatively mandated constraints to develop or encourage public policies that foster affordable housing development and assistance

Discussion:

See discussion above

AP-85 Other Actions – 91.220(k)

Introduction:

The City continues to address obstacles to meeting underserved needs, to foster and maintain affordable housing, to reduce lead-based paint hazards, to reduce the number of poverty-level families, to develop institutional structure, enhance coordination between public and private housing and social service agencies. These efforts are discussed in more detail below.

Actions planned to address obstacles to meeting underserved needs

Like most communities, a major obstacle to meeting the needs of the community is funding. Over the years, community partnerships with county, state, and federal agencies have been integral to meeting the needs of the underserved community. During the FY 2021-2022 program year, the City intends to aggressively continue these relationships as well as foster new ones to ensure that the needs of the community are adequately fulfilled.

The City promotes its housing and community service programs in the areas with the highest concentration of low and moderate income households to address the continuing needs of the underserved population. The City will use the Chamber of Commerce, local newspaper, City newsletter, and community events to promote these services. The City will continue to provide the services listed below for low and moderate income Renter Households and Owner-occupied Households.

Actions planned to foster and maintain affordable housing

As articulated in the Consolidated Plan, the City will implement Coordination with Los Angeles County Housing Authority and will collaborate with the Los Angeles County Community Development Department for the following actions to foster and maintain affordable housing:

- Mortgage assistance program referrals
- Coordination with neighborhood networks to elaborate on the needs of the community
- Code enforcement
- Home Improvement Programs
- Infrastructure improvements
- Provision of Fair Housing Services

Actions planned to reduce lead-based paint hazards

To reduce lead-based paint hazards in Lakewood, the City will continue to disseminate information and monitor the lead-poisoning data provided by the County. In addition, the City's Residential Rehabilitation Program will provide funding to low and moderate-income households in making necessary improvements and correcting code violations. Finally, the City will continue to attend HUD training on lead based paint reduction requirements and continue to evaluate City programs to address lead hazards.

Actions planned to reduce the number of poverty-level families

A fundamental way to reduce poverty is through job creation and enhancement. There are a number of local, state and Federal programs that focus on job creation and retention. The most notable is the State of California's welfare reform plan, known as CalWORKS. CalWORKS is designed to move welfare recipients from dependency to self-sufficiency through employment and to divert potential recipients from dependency. Job related education and training are provided through the County of Los Angeles, Department of Public Social Services.

The County's Department of Public Social Services also administers various programs that provide cash aid and other benefits and services to individuals and families in need. These programs are designed to alleviate hardship and promote family health, personal responsibility, and economic independence. According to the County, the majority of persons who seek these programs are primarily in need of medical assistance and in-home support services.

Actions planned to develop institutional structure

The institutions involved in carrying out the aforesaid Priority actions include the Lakewood Community Development Department, the Housing Authority of the County of Los Angeles, and private sector owners of rental property. The City, for its part, will promote and encourage fair housing, housing assistance and single-family home rehabilitation through:

- Continued utilization of the services of a Fair Housing Contractor or organization to promote, educate and enforce fair housing in the community.
- Continued use of the Los Angeles County Housing Authority to refer residents who are interested in receiving affordable housing assistance.
- Continued use of CDBG funds to assist low income homeowners in rehabilitating their homes and in eliminating substandard conditions. The City will continue to encourage the Single Family Residential Rehabilitation Loan Program by advertising in local publications to attract qualified applicants.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's housing programs, which will be administered over the next year, are limited by resources to housing rehabilitation and rental assistance referral (Section 8). These two programs do not require a lot of coordination efforts.

The Single Family Residential Rehabilitation Loan and Fix-Up Paint-Up Grant Program are funded with Housing Successor Agency Loan Payback funds. The Section 8 Existing Housing Program is federally funded and is administered entirely by Housing Authority of County of Los Angeles. City staff continues to refer residents who are interested in affordable housing to contact HACOLA. No other special coordination efforts will be required during the next Federal Fiscal Year to administer these programs.

Discussion:

See discussion above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The sole source of projected program income for the City of Lakewood is rehabilitation loan payback. The City has consistently received approximately \$30,000 per year in loan payback and the City anticipates this number to stay consistent.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

The is committed to the activity of emergency preparedness and will spend approximately \$120,000 of General Fund monies during FY 21-22 on the following emergency preparedness programs and functions: participate as a member in Area E of Los Angeles County of Emergency Planning Office, coordinate and integrate City forces into the resources available and on call through the Los Angeles County Sheriff's Department (LASD) emergency operation program, the Los Angeles County Fire Department (LACoFD), American Red Cross (ARC), and other emergency organizations, maintain City staff awareness of emergency responsibilities through training programs, coordinate an ongoing citizen training program, coordinate a public information program, and assess local needs to develop courses of action in cooperation with LASD, LACoFD and ARC.

CERTIFICATIONS



CPMP Non-State Grantee Certifications

- ☐ This certification does not apply.
- ☒ This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- *It will or will continue to provide a drug-free workplace by:*

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted –
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

- 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;
- 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; and
- It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

April 13, 2021

Signature/Authorized Official

Date

Thaddeus McCormack

Name

City Manager

Title

5050 North Clark Avenue

Address

Lakewood, CA 90712

City/State/Zip

562-866-9771

Telephone Number

- | |
|---|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

- **Maximum Feasible Priority -** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- **Overall Benefit -** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015-2016 (a period specified by the grantee consisting of one program year), shall principally benefit persons of low- and moderate-income in a manner that ensures that at least 70% of the amount is expended for activities that benefit such persons during the designated period;
- **Special Assessments -** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

- A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.

April 13, 2021

Signature/Authorized Official

Date

Thaddeus McCormack

Name

City Manager

Title

5050 North Clark Avenue

Address

Lakewood, CA 90712

City/State/Zip

562-866-9771

Telephone Number

- ☐ This certification does not apply.
- ☒ This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
 - The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
 - Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
 - Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
 - If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

Place Name	Street	City	County	State	Zip
City of Lakewood	5050 N. Clark Ave.	Lakewood	Los Angeles	CA	90712

- Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: All "direct charge" employees; all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

- 1. Analysis of Impediments to Fair Housing**
- 2. Citizen Participation Plan**
- 3. Anti-displacement and Relocation Plan**

April 13, 2021

Signature/Authorized Official

Date

Thaddeus McCormack

Name

City Manager

Title

5050 North Clark Avenue

Address

Lakewood, CA 90712

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562-866-9771

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ASSURANCES

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

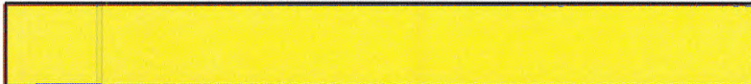
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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 1683, and 1685-1686), 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 handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Lakewood	DATE SUBMITTED 04/13/2021

APPLICATION

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

05/13/2021

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Lakewood

* b. Employer/Taxpayer Identification Number (EIN/TIN):

95-6065417

* c. Organizational DUNS:

0769436380000

d. Address:

* Street1: 5050 Clark Avenue

Street2:

* City: Lakewood

County/Parish:

* State:

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Carolyn

Middle Name:

* Last Name: Lehouillier

Suffix:

Title:

Organizational Affiliation:

* Telephone Number: (562) 866-9771, ext. 2320

Fax Number:

* Email: clehouillier@lakewoodcity.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

14-218

* Title:

Community Development Block Grant (CDBG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Fiscal Year 2021-2022 Action Plan for the City's CDBG program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="452,230.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="30,000.00"/>
* g. TOTAL	<input type="text" value="482,230.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

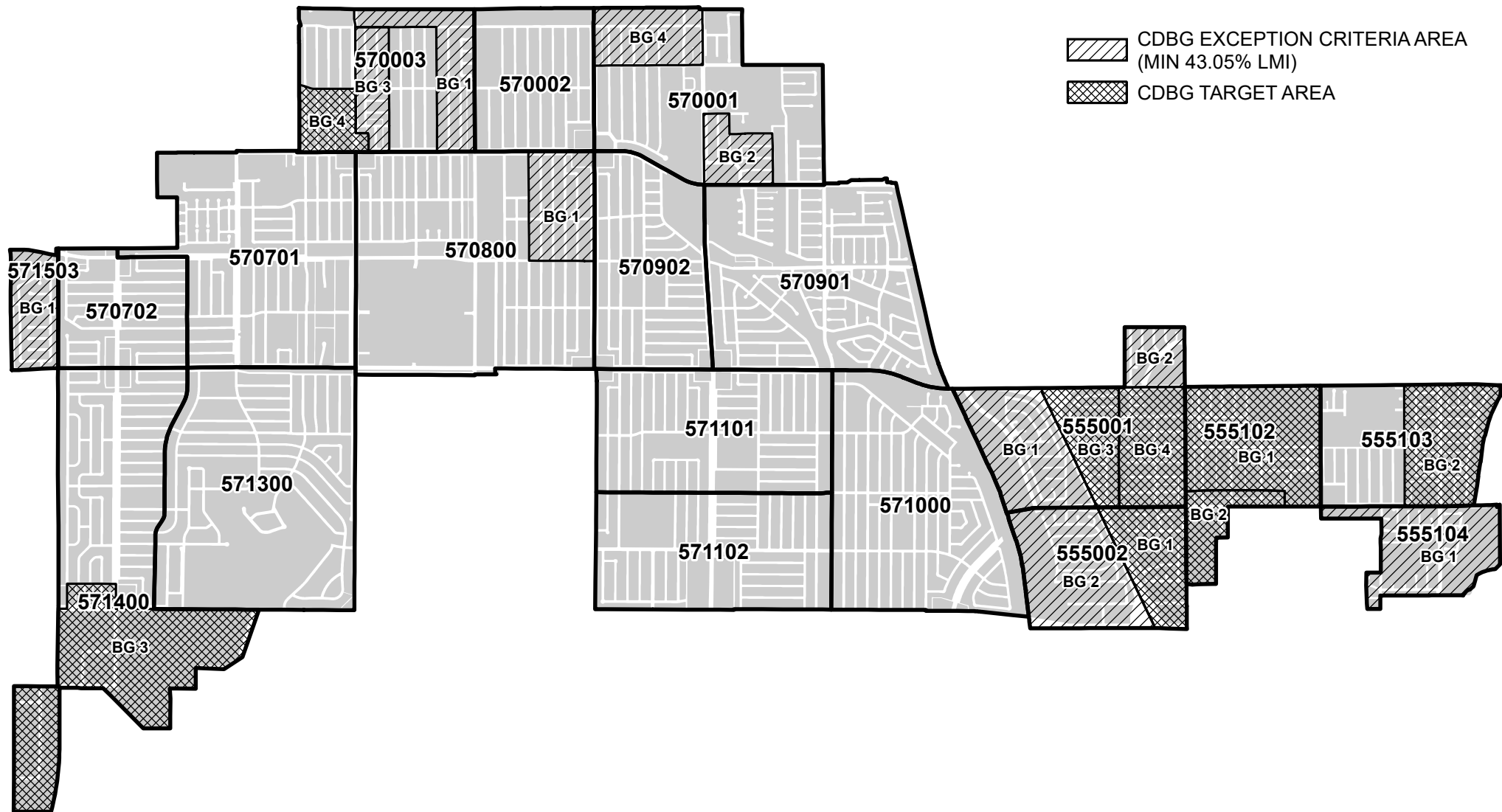
Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

SITE LOCATION MAPS



CDBG ELIGIBLE AREAS



ACTION PLAN 2021 - 2022

0 0.5 1 Mile

DATA FROM FY 2018 CDBG GRANTEES AND 2011-2015 ACS LMISD,
BY HUD OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

PUBLIC SERVICE PROGRAMS

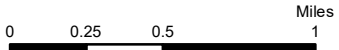
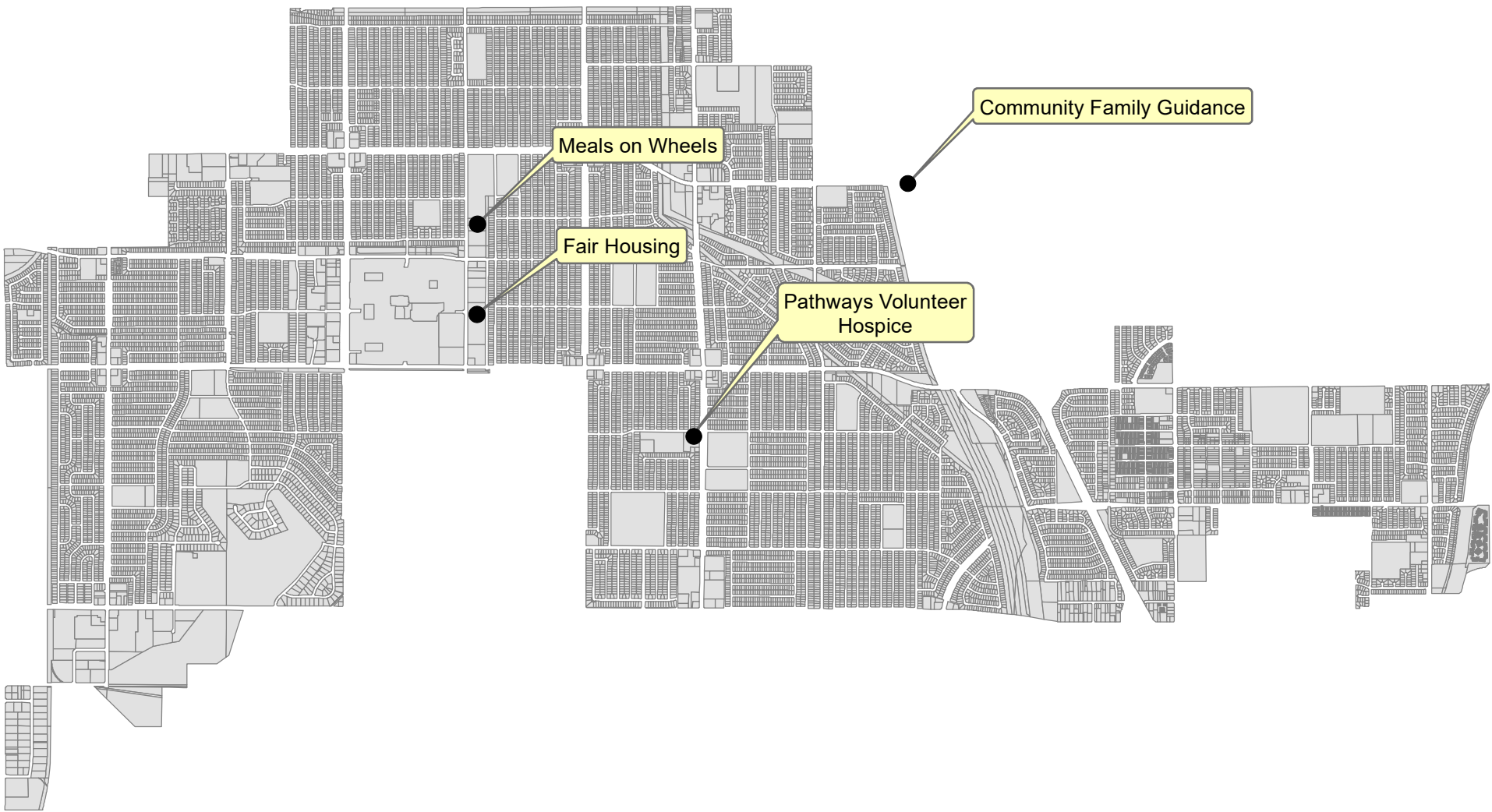
Human Services Association
(Bell Gardens, CA)

Community Family Guidance

Meals on Wheels

Fair Housing

Pathways Volunteer
Hospice



ACTION PLAN FY 2021-2022

CITIZEN PARTICIPATION PLAN

CITY OF LAKEWOOD
CITIZEN PARTICIPATION PLAN
(For all Federally Funded Grant Programs)

A. INTRODUCTION

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, the City adopted this Citizen Participation Plan in July 1978 (revised October 1981, June 1988, June 1995, May 2001, May 2005, and April 2020.) By doing so, the City acknowledges the integral role of citizen participation in the process of planning and development and the execution of the Community Development Block Grant Program (CDBG) and all other Federally funded grant programs.

The plan outlines basic tenets of the citizen participation process and regulations. The citizen participation regulations remain in effect throughout the implementation of the City's entitlement award from the federal government, or until the funds are completely exhausted.

The Lakewood's Citizen Participation Plan is composed of the following parts:

- A. Lakewood Citizen Participation Plan (Purpose)
- B. Definitions
- C. Role of Citizens
- D. Guidelines for Citizen Participation
 - 1. Consolidated Plan and Action Plan
 - 2. Consolidated Annual Performance and Evaluation Report (CAPER)
 - 3. Public Hearings
 - 4. Information Access
 - 5. Non-English Speaking Residents
 - 6. Persons with Disabilities
 - 7. Program Amendments
 - 8. Technical Assistance
- E. Citizen Service Requests and Grievance Procedure

B. LAKEWOOD CITIZEN PARTICIPATION PLAN

The Citizen Participation Plan is designed to facilitate two-way communication between the City and its residents on matters pertaining to the use of all Federal Grant funding from the US Department of Housing and Urban Development (HUD). Under this plan, citizens are encouraged to participate in application development, program implementation, assessment of performance, submission of views and proposals, consideration of objections to applications,

complaints, technical assistance, public hearings, bilingual dissemination, when appropriate, and program amendments. The Lakewood Citizen Participation Plan:

- Provides greater visibility of the City of Lakewood Community Development Department's improvement programs;
- Encourages citizen involvement in neighborhood improvement activities;
- Ensures equitable representation of all segments of the population; and
- Describes the process to enlist citizen participation in the development of the City's Five-year Consolidated Plan, the Annual Action Plan, the Consolidated Annual Performance and Evaluation Report (CAPER), and any Substantial Amendments to the Consolidated Plan or Action Plan.

DEFINITIONS

Five-Year Consolidated Plan: This document is submitted to HUD every five years and serves as the 5-year planning document of the City and application for funding for CDBG, HOME, and other federally funded programs. The Consolidated Plan consists of the following primary components: a needs assessment and an analysis which identifies priorities and a strategy which establishes goals and objectives for addressing priority needs and time frames for achievements.

One-Year Action Plan: This document is submitted to HUD every year and updates the Consolidated Plan and allocates one year's CDBG funding, including any program income generated from CDBG. The Action Plan is developed to identify the actions that will be taken and projects that will be funded to meet the strategy's goals and objectives.

Consolidated Annual Performance and Evaluation Report (CAPER): This document reports on the progress made in carrying out the Consolidated Plan and Action Plan.

Public Hearing: A public hearing is a public meeting that has been publicly noticed in a local newspaper of general circulation, or noticed in a fashion which otherwise follows local procedures for formal noticing of public hearings. Public hearings are required prior to the adoption of the Consolidated Plan, Action Plan, and Substantial Amendments to either plan.

Urgency Needs: A Federal, State or Local declared Emergency or Crisis.

C. ROLE OF CITIZENS

Citizen involvement is vital to assure that neighborhood improvement policies, procedures, programs and activities are well suited to local needs. Individual neighborhoods possess unique qualities that are more fully understood at the community level among those who reside, own property, or work within these areas. This knowledge is invaluable to the successful revitalization of communities.

Residents' concerns and ideas may be articulated to the City's Planning and Environment Commission (PEC). The PEC is an advisory body to the City Council regarding community

development improvement issues. The PEC addresses itself to the development, review, and adoption of the following ideas:

- The City's Consolidated Plan and Action Plan (includes all Federal Grant Applications);
- The submission of the City's Performance Report (CAPER);
- Community development strategies, programs, policies, and procedures;
- The Citizen Participation Plan

Regular meetings of the PEC are conducted on a monthly basis, and special meetings may also be held during any month at the order the Commission Chairperson, should the need arise. A current schedule of PEC meetings can be obtained from the City Clerk's office located at City Hall, 5050 North Clark Avenue, Lakewood, California 90712, or by calling (562) 866-9771.

All meetings take place in the Council Chambers at the Civic Center, 5000 Clark Avenue, Lakewood, California 90712 unless another location is publicized in advance. In the event of Urgency Needs, specific procedural changes such as conducting virtual meetings or via tele/video conferencing may be implemented. The agenda for each PEC meeting is posted at the Council Chambers and on the City's website at www.lakewoodcity.org at least 72 hours prior to the meeting. Public hearing notices for PEC meetings are posted at the following locations at least 72 hours prior to any hearing:

Lakewood City Hall
City Clerk's Office
5050 Clark Avenue
Lakewood, CA 90712

Bloomfield Park
21420 Pioneer Blvd.
Lakewood, CA 90715

Mayfair Park
5720 N. Clark Avenue
Lakewood, CA 90712

D. GUIDELINES FOR CITIZEN PARTICIPATION

The Citizen Participation Plan process provides residents of the City the formal opportunity to take part in the development of community development programs and amendments to adopted plans, at the community wide-level in a public forum, before the PEC. The specific guidelines governing information access, public notices, and technical assistance, among others, that the City will follow to encourage citizen participation in the preparation of the Consolidated Plan and submission of the Performance Report are listed below:

Consolidated Plan and Action Plan:

Following the preparation of the Consolidated Plan/Action Plan, the following steps will be taken to afford the public an adequate opportunity to review and comment on the document:

1. Summary describing the contents of the purpose of the proposed Consolidated Plan/Action Plan will be public in at least one local City newspaper of general circulation. The summary will also include a list of locations where a complete draft of the Consolidated Plan/Action Plan can be obtained.
2. The publication of the summary will commence a 30-day public review period during which citizens will have the opportunity to examine the proposed Consolidated Plan/Action Plan and submit comments regarding the draft document. Complete copies of the draft Consolidated Plan/Action Plan will be available for review at the City's website at www.lakewoodcity.org and at the following locations:

Lakewood City Hall
Community Development Department
5050 Clark Avenue
Lakewood, CA 90712

Lakewood City Hall
City Clerk's Office
5050 Clark Avenue
Lakewood, CA 90712

Iacoboni Library
4990 N. Clark Avenue
Lakewood, CA 90712

3. A public hearing before the PEC will be held to further provide citizens an opportunity to comment on the draft Consolidated Plan/Action Plan. All guidelines set forth under the Public Hearing section of this document will be followed to ensure and encourage citizen participation.

Consolidated Plan Amendments

The City shall complete a substantial amendment to the Consolidated Plan when a Priority Need is added or removed from the Consolidated Plan.

Action Plan Amendments

The City shall follow the following procedure to complete substantial and minor amendments to the Action Plan, as needed.

The City shall substantially amend the Action Plan if a substantial change is proposed by City staff or the City Council. For the purpose of the Action Plan, a "substantial change" is defined as:

- Addition of a new activity not previously identified in the Action Plan, without regard to funding source;
- Cancellation of an existing activity identified in the Action Plan, without regard to funding source;
- A change in the purpose, scope, location or beneficiaries of an activity; or
- Changes in the use of CDBG funds from one eligible activity to another eligible activity meeting the following thresholds:

Net Increase or Decrease	Trigger of Substantial Amendment*	Minor Amendment*
Net Increase	≥ 30% of the most recent grant allocation	<30% of the most recent grant allocation
Net Decrease	≥ 30% of the most recent grant allocation	<30% of the most recent grant allocation

* (Amended amounts will not be cumulative, that is, each amendment will stand on its own for purposes of determining the 30 percent threshold.)

The City may make minor changes to the Action Plan, including any changes not included in the definition of a "substantial change" above, as needed, so long as the changes do not constitute a substantial amendment as described above. Such minor changes to the Action Plan do not require a public review and comment period or a public hearing. However, City Council approval of activity funding changes may be required based on the amount and City policy.

Urgency Needs:

Upon the Declaration of a Federal, State, or Local Emergency, the public participation process may be modified as determined by the HUD.

Performance Report

Upon completion of the Performance Report, and prior to its submission to HUD, a public notice will be published in at least one local newspaper servicing the residents of Lakewood announcing the availability of the report for review and comment. Publication of this notice will commence a 15-day period during which citizens will have the opportunity to examine the Performance Report and submit comments regarding the document.

Analysis of Impediments or Assessment of Fair Housing (AI or AFH)

The Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH) is a five-year plan completed by the City individually or as part of a local consortium of other HUD grantees pursuant to HUD guidance for the evaluation of local housing conditions, economics, policies and practices and the extent to which these factors impact the range of housing choices and opportunities available to all residents in an environment free from discrimination. As of April 2019, HUD has suspended the AFH planning framework. HUD currently requires the submission of an AI for grantees submitting Consolidated Plans for FY 2020-2024. If HUD renews the AFH planning framework, the AFH will replace the AI in the context and implementation of this section.

Public Hearings:

Public hearings shall provide the major source of citizen input on the proposed community development program, activities, policies, and procedures. At a minimum, the City will conduct two separate public hearings—one for the purpose of reviewing the draft Consolidated Plan and the second for the purpose of reviewing program performance and progress through the submission of the Performance Report. All public hearings will be made accessible to persons with disabilities upon request.

To ensure that all City residents have ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time, and location shall be published in at least one local City newspaper of general circulation a minimum of 14 days prior to the date of the public hearing.

Information Access

Included in the Consolidated Plan will be the estimated amount of federal funding available to the City, and the range of eligible activities, programs, and projects designed to utilize these available funds. Copies of the Consolidated Plan, Action Plan, Citizen Participation Plan, CAPER, and documents regarding other important program requirements, including contracting procedures, environmental policies, fair housing/equal opportunity requirements, and relocation provisions will be available to the public at the City's website at www.lakewoodcity.org and during the regular business hours of 7:30 a.m. to 5:30 p.m., Monday through Thursday and alternative Fridays from 7:30 a.m. to 5:00 p.m. City Hall is closed every other Friday.

The City's Community Development Department is located at 5050 N. Clark Avenue, Lakewood, CA 90712. Additional information and assistance may be obtained by calling 562-866-9771.

Non-English Speaking Residents

It is the intent of the City to also allow for input by all non-English speaking persons, as well as English speaking residents, in the public hearing process. The City will provide bilingual assistance whenever it has been determined necessary to adequately allow persons to express

their views regarding the planning, implementation, monitoring, and evaluation of community development improvement activities. All advertisement for public hearing will note that arrangements for an interpreter can be made by contacting the City's Community Development Department.

E. CITIZEN SERVICES REQUESTS AND GRIEVANCE PROCEDURE

Citizens should be aware that any questions or grievances, regarding any facet of City operations, can be submitted to the Community Development Department located at 5050 N. Clark Ave., Lakewood, CA 90712. During the development of the Consolidated Plan submission, written concerns or complaints regarding the Plan shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before the final submission of the Consolidated Plan to HUD. The City shall ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within 15 working days after receipt of the inquiry. If the content of the complaint is based on a probable misunderstanding (i.e., scope of block grant activities), the response communication will so state and give the complaining party the opportunity of alternative forms of redress.

Although HUD will consider objections submitted at any time, such objections should be submitted within 30 days of the submission of the Consolidated Plan, Action Plan, or CAPER to HUD. Any written inquiries submitted to HUD should be addressed as follows:

US DEPT. OF HOUSING AND URBAN DEVELOPMENT
Los Angeles Area Office
Community Planning and Development Division
300 North Los Angeles Street, Suite 4045
Los Angeles, CA 90012

Objections submitted to HUD must meet one or more of the following criteria:

- The description of the needs and objectives are plainly inconsistent with available facts and data.
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives defined by jurisdiction.
- The submission does not comply with specific requirements or law.
- The submission proposed the undertaking of ineligible activities.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION PLAN

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN – CITY OF LAKEWOOD FISCAL YEAR 2016-2017

I. INTRODUCTION

Section 509 of the Housing and Community Development Act of 1987 amended Section 104 of the Housing and Community Development Act of 1974 by adding a new subsection.

The new Section 104(d) of the Act became effective October 1, 1988, and provides that a grant under Section 106, Community Development Block Grant (CDBG) Programs may be made only if the grantee certifies that it is following a residential anti-displacement and relocation assistance plan. The residential anti-displacement and relocation assistance plan under Section 104(d) must contain two components: (1) A requirement to replace all low and moderate income dwelling units that are demolished or converted to a use other than low and moderate income housing as a direct result of the use of CDBG assistance and, (2) a relocation assistance component.

A certification and plan is required even if the grant will not result in demolition or in the conversion of a low and moderate income unit to use other than low and moderate income housing.

The document serves as the residential anti-displacement and relocation assistance plan for the 2021-2022 fiscal year. In implementation of the relocation activities related to this plan, Section 104(d) of the Housing and Community Development Act of 1974, as amended and the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 as amended will be followed. The following details the City of Lakewood's Plan.

II. RESIDENTIAL ANTI DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.

- A. The City of Lakewood will replace all occupied and vacant unoccupied low and moderate income dwelling units demolished or converted to a use other than as low and moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, 570.606 (b)(1).
- B. All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funding that will directly result in such demolition or conversion, the City of Lakewood will make public and submit to the HUD Field Office the following information in writing.
 - 1. A description of the proposed assisted activity;
 - 2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use

other than low and moderate income dwelling units as a result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;
 4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
 5. The source of funding and a time schedule for the provision of replacement dwelling units, and
 6. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least ten (10) years from the date of initial occupancy.
- C. The City of Lakewood will provide relocation assistance, as described in 24 CFR 570.606 (b)(2), to each low and moderate income household displaced by the demolition of housing or by the conversion of a low and moderate income dwelling unit to another use as a direct result to assisted activities.
- D. Consistent with the goals and objectives of activities assisted under the Act, the City of Lakewood will take the following steps to minimize the displacement of persons from their homes:
1. Provide replacement housing as described in 24 CFR 570.606 (b)(1) and outlined as follows:

One for One replacement units – all occupied and vacant low and moderate income dwelling units (units that could be occupied) that are demolished or converted to a use other than low and moderate income dwelling units as a direct result of CDBG activities will be replaced by the City by private developers with low and moderate income dwelling units.

The replacement of low and moderate income dwelling units may include public housing or existing housing receiving Section 8 project-based assistance.

The replacement of low and moderate income dwelling units will be provided within three years of the commencement of the demolition or rehabilitation related to the conversion and will meet the following requirements;

 - a. The unit will be located within the City's jurisdiction.
 - b. The units will be sufficient in number and size to house the number of occupants that could have been housed in the units that are demolished or converted. The number of occupants that may be housed shall be determined in accordance with local housing occupancy codes.

- c. The units will be provided in standard condition and may include units which have been raised from substandard to standard.

III. RELOCATION ADVISORY ASSISTANCE

- A. The City will administer its relocation program, including providing relocation assistance and the preparation of claims for processing by the Community Development Department, City of Lakewood.
- B. The Relocation Program will provide maximum assistance to minimize the hardship of displacement to all persons displaced from their dwellings and to displaced businesses to assure their re-establishment with a minimum of delay.
- C. Personal and continuing contact will be maintained with those to be displaced until they are satisfactorily relocated, and where hardship is evident, a follow-up call will be made to ease the transition of the move.
 - 1. The following specific services will be provided;
 - a. Each person or business required to move will be personally interviewed, and a detailed and clear explanation of benefits will be made. The interview will be conducted in the language most easily understood by the displaced person.
 - b. The U.S. Department of Housing Development informational brochures will be delivered to residential and commercial owners and tenants in a timely manner.
 - c. A member of the staff will continuously make field surveys to locate housing resources and business vacancies for referrals. Referrals will be made to standard housing comparable to the occupied housing and in close proximity to employment, medical, shopping, transportation and eating facilities. Additionally, real estate brokers will be informed of the displacement, and their cooperation will be solicited in making referrals. Referrals to commercial sites will be made relative to commercial operators' needs in location, square footage requirements, trade area, and other business location criteria. Inspection of housing resources will be undertaken prior to referral and after the move of the displaced person.
 - d. If transportation is needed to field check referrals, the staff member or consultant will provide such transportation.
 - e. Assistance will be given by explaining procedures to purchase a home, including the purpose of and charges made through escrow.
 - f. If social service agencies in the community could provide a needed service, referrals will be made and follow-up programs will be instituted. The referral services could be Social Security Administration, Department

of Public Social Services, Veteran's Administration, Lakewood Housing Authority, and other local service agencies.

- g. Where necessary, efforts will be made to trace self-relocatees.
- h. Assistance will be given in filing relocation claims, and these claims will be submitted to the Community Development Department, City of Lakewood.
- i. Delivery of benefit check will be made promptly and follow-up claims will be made.

IV. RELOCATION ASSISTANCE

Each low and moderate income household that is displaced as a direct result of CDBG assisted activities shall be provided with relocation assistance. The low and moderate income household may elect to receive assistance described in 24 CFR Part 49 (HUD's regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) or assistance as described under Section 104 (d) of the Housing and Community Development Act of 1974, as amended by Section 509 of the 1987 HCD Act provisions.

Displaced low and moderate income households will receive relocation assistance provided to displaced persons required under 24 CFR 49, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the households receive assistance under the CFR or Section 104 (d) of the Act. Briefly, those benefits are as follows:

Residential Benefits:

1. Actual moving and related expenses, as the Agency determines to be reasonable and necessary, including expenses outlined in 49 CFR 24.301.
2. Fixed payment for moving expenses as described in 49 CFR 24.302.

Non Residential Benefits:

1. Payment for actual reasonable moving and related expenses as described in 49 CFR 24.303.
2. Reestablishment expense as described in 49 CFR 24.304.
3. Ineligible moving and related expenses as described in 49 CFR 24.304 (b) and 49 CFR 24.305 will not be provided.
4. Fixed payments for moving expenses as described in 49 CFR.306.

V. COST ESTIMATE OF RELOCATION BENEFITS

Since no relocation activity is contemplated, it is not possible to provide a cost estimate of relocating payment at this time. However, should it become necessary to make relocation payments, these payments will be funded with CDBG funds.

VI. PLAN FOR DISBURSEMENTS OF RELOCATION BENEFITS

The disbursement of relocation benefits will be made in an orderly and readily available manner.

All claims for relocation payments must be submitted within 18 months after the displacement of the claimant. Relocation claim forms will be prepared by the relocation staff; the forms will be explained in detail to the claimant. Once the signature of the displacee has been obtained, the prepared forms, accompanied by a memorandum explaining the particular need, etc., of the claimant will be promptly delivered to the Community Development Department, City of Lakewood, for review, approval and preparation of warrants. Upon verification of vacating the acquired property, the relocation benefits will be delivered.

Advanced payments will be processed when it is evident that there is a hardship. These payments will be delivered in a timely way to assure ease in securing relocated housing commitments.

A claim must be supported by the necessary documentation which may include itemized receipted moving bills, income tax returns, opening/closing escrow statements, verification of rental data and any other information deemed appropriate and necessary to support the claim.

Payments will be processed in All claim papers and related evidence will become permanent records of the Community Development Department, City of Lakewood, as part of the individual files maintained for each displaced person or business.

If a business does not file a claim for any of the above benefits, it may file for In-Lieu of Moving and Related Expenses Payment. No payment of this kind shall be made unless the Community Development Department, City of Lakewood, is satisfied that the business cannot be relocated without substantial loss of patronage and is not part of a commercial enterprise having at least one other establishment not being acquired, which is engaged in the same or similar business.

This payment represents the average annual net income for the two years prior to displacement, except that the payment may not be less than \$1,000 or more than \$20,000 (49 FR 24.306 {a}).

Payments will be processed in a timely manner to minimize hardship.

VII. LAST RESORT HOUSING

Last resort housing is not contemplated as it has been determined comparable replacement housing will be available for project residents within a reasonable period prior to displacement. However, if it is necessary, procedures as referenced in the Uniform Act will be followed.

**NOTICE OF PUBLIC HEARING FOR PROPOSED ALLOCATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE
FISCAL YEAR FY 2021-2022**

NOTICE IS HEREBY GIVEN that Thursday, March 4, 2021, a public hearing will be held before the City of Lakewood's Planning and Environment Commission at 7:00 p.m. concerning the FY 2021-2022 Action Plan for the proposed allocation of CDBG funds for the upcoming 2021-2022 fiscal year. Pursuant to Governor Newsom's Executive Order No. N-29-20, members of the Planning and Environment Commission, City Council and staff of the City of Lakewood will participate in this meeting via teleconference. All persons interested may participate and be heard at the date, time and place of the meeting, by contacting City hall at (562) 866-9771, ext. 2320 no later than 5:00 p.m. on the date of the meeting. The CDBG program staff is proposing the allocation of funds for this coming fiscal year's 2021-2022 CDBG budget. In keeping with our citizen participation plan, staff is requesting that the Planning and Environment Commission take public testimony at this hearing and review the suggested budget submitted by staff.

A copy of the Action Plan will be available for public review on Thursday, March 4, 2021 through Tuesday, April 13, 2021. The Action Plan will include the proposed activities, resources and expenditures for the CDBG program. The City of Lakewood welcomes any written recommendations, suggestions, or other input on the Action Plan. The Action Plan must be prepared according to the U.S. Department of Housing and Urban Development (HUD) regulations.

During FY 2021-2022, the City anticipates receiving an estimated amount of \$492,791 in CDBG Entitlement funds. However, this amount may change due to federal funding availability. The City also anticipates receiving approximately \$30,000 in program income funds. At least 70% or more of the FY 2021-2022 entitlement total must be used for activities benefiting low and moderate-income residents of Lakewood.

Proposed Projects

Program Administration
Code Enforcement
Rehabilitation Delivery Costs
Fair Housing Program
Su Casa Ending Domestic Violence

Meals on Wheels
Human Services Association
Pathways Volunteer Hospice
Community Family Guidance
Weingart Senior Center
Improvements

This publication will commence a 30-day comment period for the Action Plan in compliance with the City's approved Citizen Participation Plan. A copy of the Action Plan will be available for public review on Thursday, March 4, 2021 through Tuesday, April 13, 2021 in the City Clerk's office and Community Development Department at Lakewood City Hall, 5050 Clark Avenue, Lakewood, California, and at the Angelo M. Iacaboni Library, 4990 Clark Avenue, Lakewood, California.

The City will provide reasonable accommodations in accordance with the Americans with Disabilities Act of 1990. The City will provide reasonable accommodations to individuals, who are non-English speaking and, if special accommodations are required, please call Carolyn Lehouillier, Housing Specialist, at 562-866-9771, ext. 2320 at least 48 hours prior to the public hearing.

Citizens wishing to comment on the FY 2021-2022 Action Plan after the Public Hearing of the Planning and Environment Commission meeting on March 4, 2021 must do so in writing by Tuesday, April 13, 2021. Written comments must be addressed to:

City of Lakewood
Community Development Department
5050 N. Clark Avenue
Lakewood, California 90712
Attention: Abel Avalos
Director of Community Development

It is anticipated that the Mayor and City Council will take final action on the FY 2021-2022 Action Plan at the City Council meeting held on April 13, 2021.

NOTICE IS FURTHER GIVEN that on Tuesday, April 13, 2021, at 7:30 p.m., members of the City Council and staff of the City of Lakewood will hold a public hearing for the solicitation of public comment on the proposed FY 2021-2022 Action Plan.

Dated this 12th day of February, 2021.

Thaddeus McCormack
City Manager
City of Lakewood

Pub Feb 12, 2021(11)PT(11441770)

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

COUNCIL AGENDA

April 13, 2021

TO: The Honorable Mayor and City Council

SUBJECT: Bid Award – Traffic Signal Modification on Lakewood Blvd at Hardwick - PW
Proj 21-01

INTRODUCTION

Bids have been received for a project to add a second left-turn lane on Lakewood Boulevard for northbound traffic to turn onto westbound Hardwick Street. Currently, there is one left-turn lane for this movement. Dual left-turn lanes for southbound traffic already exist at this location.

The project is entirely funded by Metro with their Measure R funds. There are no City of Lakewood funds required.

STATEMENT OF FACT

Metro Board previously programed \$3,600,000 for the City of Lakewood to use for the Lakewood Boulevard Regional Corridor Capacity Enhancement Project. The City then requested funding for the dual left-turn lanes that this project will construct. Metro awarded \$300,000 for the project bringing the total to \$3,900,000. After bid opening with bids higher than expected, Metro has allowed the City to shift \$100,000 to the Lakewood Boulevard/Hardwick project for a total of \$400,000 to allow for cost of design, construction, construction observation and contingency.

The City Clerk received and opened nine bids for the proposed project on March 31, 2021. Following is the bid summary:

RANK	BIDDER	CITY	BID AMOUNT
1	Belco Elecnor Electric, Inc.	Chino	\$287,248
2	California Professional	La Puente	\$290,385
3	All American Asphalt	Corona	\$297,326
4	Dynalectric	Los Alamitos	\$302,300
5	Select Electric	Vista	\$325,925
6	Hardy & Harper, Inc.	Lake Forest	\$333,000
7	ILB Electric	Corona	\$336,309
8	EC Construction	So. El Monte	\$339,267
9	DBX, Inc.	Temecula	\$349,580

The lowest responsible bidder is Belco Elecnor Electric, Inc. of Chino in the bid amount of \$287,248. Staff has verified with the State Contractors License Board that Belco Elecnor Electric, Inc. is properly licensed for the work. Reference checks are satisfactory.


Willdan Engineering designed the project and has given the City a proposal to do construction management and observation for an amount of \$34,845. The allocated budget of \$400,000 is reached by design cost of \$15,600, construction bid \$287,248, construction management \$34,845 and contingency \$62,307

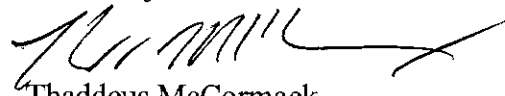
Procurement time for traffic signal poles and mast arms is 12 to 16 weeks. Therefore, field construction will likely start in August and be complete six weeks later.

RECOMMENDATION

That the City Council:

1. Award a contract for "Traffic Signal Modification on Lakewood Blvd at Hardwick - PW Proj 21-01" in the amount of \$287,248.00 to Belco Elecnor Electric, Inc. of Chino and authorize the Mayor to sign the contract in a form approved by the City Attorney.
2. Authorize staff to approve a cumulative total of contract change orders, as needed, not to exceed \$62,307.
3. Authorize staff to execute Willdan's proposal to provide construction management for an amount of \$34,845.
4. Adopt the plans, specifications and working details for "Traffic Signal Modification for Lakewood Boulevard at Hardwick Street - PW Proj.21-01."


Lisa Ann Rapp
Director of Public Works


Thaddeus McCormack
City Manager

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

Legislation

RESOLUTION NO. 2021-9

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

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

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

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

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

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

SECTION 1. Resolution No. 2019-5 pertaining to the deposit and withdrawal of funds is hereby repealed.

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

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

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

ADOPTED AND APPROVED THIS 13TH DAY OF APRIL, 2021, BY THE FOLLOWING ROLL CALL VOTE:

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-10

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

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

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

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

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

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

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

SECTION 2. Resolution No. 2019-6 of the City Council of the City of Lakewood, authorizing the use of the manual, facsimile or electronic signature of Todd Rogers, Mayor, in the execution of public securities and instruments of payment, is hereby repealed.

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

Resolution No. 2021-10
Page Two

ADOPTED AND APPROVED THIS 13TH DAY OF APRIL, 2021, BY THE
FOLLOWING ROLL CALL VOTE:

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-11

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

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

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

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

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

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

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

SECTION 2. Resolution No. 2019-7 of the City Council of the City of Lakewood, authorizing the use of the manual, facsimile or electronic signature of Jeff Wood, Mayor Pro Tem, in the execution of public securities and instruments of payment, is hereby repealed.

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

Resolution No. 2021-11
Page Two

ADOPTED AND APPROVED THIS 13TH DAY OF APRIL, 2021, BY THE
FOLLOWING ROLL CALL VOTE:

AYES: COUNCIL MEMBERS:
NAYS: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

DIVIDER SHEET

Reports

COUNCIL AGENDA

April 13, 2021

TO: The Honorable Mayor and City Council

SUBJECT: New City Website Content Management System

INTRODUCTION

On June 11, 2013, the City Council authorized the complete redesign of the city website to meet technology standards that were then in place. Almost eight years later, there is another need to overhaul the city website due to the existing vendor terminating its support of the existing content management system on January 1, 2022.

STATEMENT OF FACT

Launched in 1995, the city's website is a news, information and service resource for city residents and employees. The site has undergone two major iterations since its launch 26 years ago. In 2002, the City purchased what is known as a content management system (CMS) to help staff operate an internet site for outside visitors and an intranet for employees. In 2013, a complete redesign of the website was completed due to the emergence of wide screen monitors and smartphones that were being increasingly used to access the internet. In the eight years since, the software company that provided the original CMS has been acquired, and the new owners have informed the city that support for their software will cease effective January 1, 2022, and the city would need to upgrade to their current product offering at a much higher cost. City staff saw this as an opportunity to explore other products in the municipal CMS and website space.

Analysis

The current website contains several hundred active pages of information about the City and the services we provide. However, as technology related to online municipal engagement has been changing and advancing, the City's current website and CMS does not include many of the features and functions expected in a modern website experience.

A new CMS will better empower visitors to the site to quickly and efficiently find the information they need, when they need it. Residents will be able to conduct more business with the City at their own time and terms. On the staff side, a new CMS will result in a reduction of staff time spent on providing content to the website resulting in an improvement in operational efficiency.

The key components of a new CMS includes:

- A clean and intuitive look and feel that incorporates modern best practices in user interface and user experience design
- Address accessibility issues, including compliance with the Americans with Disabilities Act
- Support across all major browsers, operating systems and devices including mobile
- Include development of an employee-only site accessible to verified employees

- Integration with other City web applications, systems, components, databases and social media outlets
- Easy to create and robust web forms for self-service of typical government tasks.

Selection Process

A selection group was organized that consisted of representatives from the City Manager's Office, Customer Service, Information Technology and Public Information. A Request for Proposal (RFP) was issued to firms that specialize in CMS and local government websites. 15 responses were initially received, at which the selection group evaluated the responses and came up with a shortlist of the top four firms to invite for vendor presentations.

Each of the four shortlisted vendors participated in a virtual vendor presentation to demonstrate their product and services and discuss how they could best achieve the City's vision for a new CMS and website. Based on the presentations, the selection group further narrowed the field to the top two vendors. Staff then called on client references provided by the top two vendors for comment and critique on their level of satisfaction with their existing vendor.

Selection Results

At the conclusion of the selection process, OpenCities was determined to be the preferred CMS and website vendor for the new City website project. OpenCities has many municipal clients and has a proven track record that they can deliver a product that meets or exceeds the City's expectations.

OpenCities has 12+ years working exclusively with governments to build better digital experiences. In the past 24 months specifically, they have launched dozens of websites providing their CMS platform to cities ranging in size from 10,000 to well over 1 million. In each of those projects, their firm has been responsible for supporting those clients with a variety of professional services from project management to design, to training and best practice consulting. They have also successfully helped several municipal customers who migrated from the same current software platform that we are using today.

OpenCities' high standards for creativity, design and ease of use for both the resident and user were apparent in their product demonstration and from viewing their client portfolio. The selection group was drawn to their reputation for high quality and clean design that reflect the communities they serve.

The CMS that OpenCities offers as part of their website product is developed specifically for government agencies. Staff can easily create or update pages, create forms, manage site navigation, and add and schedule content through simple, "drag and drop" style processes. The system also offers several time-saving features that allow for updating content across multiple places on the website with minimal effort.

A critical aspect to the selection of a website vendor was to ensure that the chosen vendor could develop an intranet site for use of our employees. Our current intranet is severely outdated, is difficult to update and can only be accessed within the city network, greatly reducing its usefulness. OpenCities' intranet

product is tied in to the CMS, meaning that staff can update news stories, forms and events through the same portal that is used for the city website. Employees can access the intranet on any device, so they will now have the ability to obtain employee-related information anywhere and at any time. The cost for the intranet is included in the package.

The combination of clean, intuitive design, ease of use for both residents and staff, flexibility and their commitment to making the project a complete success made OpenCities stand out among the vendors considered.

Costs

The following table shows the anticipated costs over the next three fiscal years:

	FY 21-22	FY 22-23	FY 23-24	Total after 3 years
Website Set Up*	\$32,500	\$0	\$0	\$32,500
Maintenance & Support^	\$19,500	\$19,500	\$19,500	\$58,500
Writing Workshop	\$900			\$900
Total	\$52,900 (\$47,400 after incentives)	\$19,500	\$19,500	\$91,900

*This one-time fee includes configuration, project management, design, and training. If contract is executed before May 30, 2021, the content migration fee of \$5,500 is waived, bringing the total to \$27,000.

^This subscription fee includes hosting, security, product upgrades, unlimited user licenses, OpenForms, intranet and Active Directory integration. Fee will remain constant for six years until FY 27-28, at which point it will be subject to a 5% annual increase.

If the city chooses to do nothing when the current CMS software terminates on January 1, 2022 and simply accepted the upgrade path provided by our current vendor, the total three-year cost for that system would be \$119,102. The cost savings realized by choosing OpenCities as the new vendor is \$27,202 over 3 years.

Estimated Project Timeline

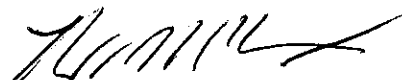
As a solution that does not require custom development, OpenCities can be fully delivered and ready for content within a matter of weeks. The primary variable for launch is based on the amount of time needed by the city for the visual design process, the number of initial consulting packages in the engagement, and the availability of staff for the content entry and migration process. OpenCities estimates a three- to five-month project, however their methodology allows them to increase or decrease the project length to meet our launch goals. As a point of reference, they have completed a project in as little as three months. Staff's goal is to have the project kicked off by May 1, 2021 and to have a new and fully functioning website by October 1, 2021, well ahead of our current website software's termination date of January 1, 2022.

RECOMMENDATION

It is recommended that the City Council:

- 1) Award the service agreement for the design, implementation, maintenance and support of a new City website and content management system to OpenCities.
- 2) Authorize the Mayor to sign the agreement with OpenCities, in an amount not to exceed \$47,400, of which \$27,000 is for one-time set up costs, \$19,500 for annual maintenance and support costs and \$900 for training, subject to the approval as to form by the City Attorney.

Paolo Beltran 
Deputy City Manager


Thaddeus McCormack
City Manager

Encl: OpenCities Software as a Service Agreement and Fee Schedules

SOFTWARE AS A SERVICE AGREEMENT

This Software As A Service Agreement (this “Agreement”) is dated April 13, 2021 (the “Effective Date”), and is by and between OpenCities, Inc., a Delaware corporation (“OpenCities”), and the City of Lakewood, California, a California municipal corporation (“Customer”). This Agreement includes *Schedules A with SLA and Schedule B* hereto, as well as OpenCities’ Acceptable Use Policy, and Privacy Policy (all as defined below in Article 1), and all such documents are incorporated herein by this reference.

OpenCities offers website publishing, management and hosting services for local government websites utilizing proprietary content management system, and Customer desires that OpenCities provide such services to Customer, all on the terms and conditions set forth herein. Therefore, in consideration for the mutual promises of the parties set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 1.1. “Acceptable Use Policy” (“AUP”) means, as of any date, the version of OpenCities’ acceptable use policy posted at <http://support.OpenCities.com> as of such date.
- 1.2. “Business Day” means a day other than a Saturday or a Sunday on which banks in the State of California are open for business.
- 1.3. “Core Module” means the individual modules that are included within the SaaS. From time to time, new Core Modules will be introduced to the SaaS via Version Updates which are included in the Fees paid by Customer.
- 1.4. “Customer Data” means any and all data and information, including text, graphics, photographs, audio-visual elements, music, illustrations, video or other content, domain names, email, chat room content, bulletin board postings, or any other items or materials of Customer, any user or any other third party provided or permitted by Customer to be made available by or to reside within the SaaS or Customer’s Website.
- 1.5. “Customer’s Website” means the website(s) created by or on behalf of Customer through use of the SaaS for Customer’s internal business purposes.
- 1.6. “Customizations” has the meaning ascribed to it in Section 2.2(f).
- 1.7. “Documentation” means OpenCities’ standard user documentation and any other operating, training and reference manuals related to the SaaS, all of which are contained in the OpenCities Help Center.
- 1.8. “Integrations” means optional enhancements to the SaaS involving third party products or services, which are offered separately by OpenCities and are available for purchase by Customer via the OpenCities Help Center.

- 1.9. “Intellectual Property Rights” means all intellectual or industrial property, including without limitation any copyright, trade or service mark, patent, moral right, trade secret, logo, know how, rights in relation to inventions, drawings, discoveries, improvements, technical data, formulae, computer programs, know-how, logos, designs, circuit layouts, domain names, business names, software, whether or not now existing, and whether or not registered or unregistered rights, and rights in respect of Confidential Information.
- 1.10. “Malicious Code” means code, files scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.11. “OpenCities Help Center” means the Documentation and the specifications for the SaaS (the “Specifications”) currently posted at <http://support.OpenCities.com>.
- 1.12. “Privacy Policy” means, as of any date, OpenCities’ privacy policy posted at <http://support.OpenCities.com> as of such date.
- 1.13. “SaaS” means the data traffic management, website publishing and web hosting services utilizing OpenCities’ proprietary content management system, including any Version Updates and Core Modules released by OpenCities, and all related Specifications and Documentation.
- 1.14. “Scheduled Maintenance Window” means the date and time slot identified by OpenCities in a written notice given to Customer via the OpenCities Help Center no later than 5 Business Days prior to the proposed Scheduled Maintenance Window to enable maintenance work and Version Updates to be performed. The Scheduled Maintenance Window will be outside of Customer’s normal business hours and periods of peak demand, whenever reasonably possible.
- 1.15. “SLA” or “Service Level Agreement” means OpenCities’ standard service level agreement as in effect from time to time, the current version of which is set forth in Schedule A hereto.
- 1.16. “Term” is defined in Section 12.1 below.
- 1.17. “Version Updates” means updated versions of the SaaS (indicated by a higher numerical version number) developed by OpenCities with enhancements or additions to the functionality, and/or performance improvements and bug fixes.

2. SCOPE AND USAGE OF SAAS.

- 2.1. Use of SaaS. During the Term and upon payment of the applicable Fees set out in Schedule A hereto, OpenCities shall make the SaaS available to Customer in accordance with the terms of this Agreement solely for Customer’s internal business purposes. Customer may permit an unlimited number of its employees and its contractors to use the SaaS provided their use is solely for Customer’s internal business purposes and at all times in compliance with the terms of this Agreement. Customer agrees to be responsible for any breach of this Agreement by its contractors.
- 2.2. Scope of SaaS. Upon payment of the applicable Fees and subject to the other terms and conditions of this Agreement, OpenCities will provide the following services to Customer during the Term:

- (a) Website Publishing System. OpenCities will provide Customer with the website publishing functionality set out in the SaaS Documentation and the Specifications.
- (b) Web Hosting. OpenCities will provide Customer with the data traffic management and web hosting services set out in Schedule A.
- (c) Maintenance and Support. OpenCities will provide the maintenance and support services set out in Section 3 hereof.
- (d) Service Level Agreement. OpenCities will use commercially reasonable efforts to ensure the SaaS is available in accordance with the then applicable Service Level Agreement.
- (e) Customizations. OpenCities may provide Customer with developer training in setting up additional templates, functions or web services and other additional functionality to customise the SaaS ("Customizations"), or Customer may request that OpenCities develop Customizations on Customer's behalf. Any Customization services to be supplied by OpenCities will be provided pursuant to a separate statement of work executed by the parties. All such Customization services will be charged on a time and materials basis at OpenCities then-current rates for the applicable Customization services. Where Customizations have been produced by the Customer or a 3rd party, OpenCities is not responsible for any incompatibility between the Customizations and the SaaS, including those resulting from Version Updates to the SaaS. Where the Customizations have been produced by OpenCities, OpenCities agrees that such Customizations will be compatible with the then-current version of the SaaS in accordance with the terms set forth in the applicable statement of work. Customer acknowledges that the support and maintenance services set out in Article 3 will not be provided for any Customizations and that Customizations are not covered by the Service Level Agreement. If Customer desires to obtain support for any Customizations, any support offered by OpenCities will be charged on a time and materials basis at OpenCities' then-current rates for such support. Any Customizations developed by OpenCities shall be the property of OpenCities. Effective upon delivery of any such Customizations to Customer, OpenCities grants Customer a perpetual, nonexclusive, non-transferable, fully paid license to copy, modify, create derivative works of and use such Customizations as part of Customer's Website.
- (f) Additional Services. OpenCities may provide certain additional services from time to time under this Agreement as agreed by the parties in writing.
- (g) Use of Third Party Service Providers. Customer acknowledges that OpenCities has, and in the future may, retain one or more third party service providers to supply certain aspects of the SaaS, including certain of the facilities, equipment, products, services and connectivity necessary to offer the SaaS. Customer acknowledges that OpenCities currently obtains web hosting services from the provider identified in, and on the terms and conditions referenced in, Schedule A.

2.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support its use of the SaaS.

2.4. Users of Customer's Website. Customer may authorize an unlimited number of users to access and use Customer's Website. Customer agrees that it is not authorized to, and agrees not to, make any representations or warranties regarding the SaaS or OpenCities to any user or third party, and further agrees not to otherwise create or purport to create any obligations or liabilities on the part of OpenCities. Customer agrees to indemnify OpenCities for its and any user's acts and omissions related to Customer's Website and/or the SaaS. OpenCities has no obligation to provide support or any other services, or any SLA remedies or other remedies, to such users.

3. MAINTENANCE AND SUPPORT SERVICES.

3.1. Maintenance and Support; SLA. Subject to the other provisions of this Article 3 and Customer's payment of all applicable Fees, during the Term:

- (a) OpenCities will provide the remedies listed in the SLA for any failure of the SaaS or the SaaS Documentation listed in the SLA. Such remedies are Customer's sole remedy for any failure of the SaaS, and Customer recognizes and agrees that if the SLA does not list a remedy for a given failure, it has no remedy. Any credits issued pursuant to the SLA for failure to meet the uptime guarantee specified in the SLA will apply to outstanding or future invoices only and are forfeited upon termination of this Agreement. OpenCities is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation after termination of this Agreement.
- (b) OpenCities may revise the SLA or the features and functions of the SaaS at any time, provided no such revision materially reduces the features or functionality provided to Customer as set forth herein.
- (c) OpenCities will provide Customer with Version Updates. Customer acknowledges that Version Updates are mandatory and necessary for the proper function and security of the SaaS. Customer agrees to the implementation of all Version Updates by OpenCities. Implementation will occur during a Scheduled Maintenance Window. Any SaaS downtime or functionality issues arising during a Scheduled Maintenance Window will not be subject to the Service Level Agreement.
- (d) OpenCities grants Customer personnel unlimited access to the OpenCities Help Center to review the Documentation and Specifications. Customer acknowledges and agrees that it does not have an unlimited right to request maintenance and support services through the OpenCities Help Center; requests for maintenance and support must be made in compliance with paragraph (e) hereof.
- (e) OpenCities will make available to Customer an online and telephone help desk service, which will allow 2 designated support representatives of Customer who have received training in the SaaS to request maintenance and support services in accordance with the Service Level Agreement. Requests from other personnel will not be accepted. The contact details for the online and telephone help desk support services are set out in Schedule A.

- (f) Notwithstanding the provisions of paragraphs (d) and (e) above, where Customer's Website is experiencing a Severity 1 problem, any Customer personnel may contact OpenCities via the telephone help desk to report the Severity 1 problem.

3.2. Scheduled and Emergency Maintenance.

- (a) OpenCities agrees to use commercially reasonable efforts to conduct all SaaS maintenance within a Scheduled Maintenance Window. However, Customer acknowledges that an unplanned event may occur that will require the need for OpenCities to perform maintenance on the SaaS on an emergency basis outside of a Scheduled Maintenance Window.
- (b) OpenCities will use reasonable efforts to give Customer advance notice of emergency maintenance, but it is possible that advanced notification of emergency maintenance will not occur. Any SaaS downtime or functionality issues during the Scheduled Maintenance Window or during emergency maintenance will not be subject to the Service Level Agreement.

3.3 Conditions. OpenCities provision of the maintenance and support services set forth in this Article 3 is subject to the following conditions:

- (a) Customer must document and promptly report all errors or malfunctions of the SaaS to OpenCities or its assigned agents and representatives;
- (b) Customer must carry out procedures to rectify errors or malfunctions within a reasonable period after receiving instructions from OpenCities on such procedures; and
- (c) Customer must provide OpenCities with reasonable access to Customer's personnel, its assigned agents and representatives as required by OpenCities to meet its obligations under this Agreement.

3.4 Exclusions. OpenCities is under no obligation to provide the maintenance and support services specified in this Article 3 if they are requested as a result of or related to: (a) operation of the SaaS with other media and hardware, SaaS or interfaces not authorized or maintained in accordance with this Agreement or the Documentation; (b) use of the SaaS that is not in accordance with the Documentation; (c) any modification, alteration or addition or attempted modification, alteration or addition to the SaaS (unless such modifications were developed by OpenCities or authorised by OpenCities in writing); (d) failure of any data service, internet service or any other third-party service, or failure of a telecommunications connection, hardware, software, web services, or third party content, software, or equipment; or (e) any non-reproducible error or defect reported by Customer.

3.5 Abuse of Maintenance Services. In the event Customer abuses the maintenance and support services offered by OpenCities (e.g. by declaring a problem Severity Level 1 when it is only Severity Level 2, 3 or 4, unless such distinction could not reasonably have been determined, or by reporting problems which are not Severity 1 during non-business hours) an "Abuse Incident" will

be noted, and OpenCities will inform Customer of such.

4. FEES AND PAYMENT TERMS.

4.1 Subscription Fees. Customer will pay OpenCities the annual subscription and other fees set forth in Schedule A (the “Fees”) during the Initial Term and the applicable Fees for each Renewal Term, which Fees are based on the resident population of Customer Except as otherwise expressly provided in this Agreement, all Fees are non-cancelable and non-refundable. The Fees for the first year of the Initial Term are payable within 30 days of execution of this Agreement, and the Fees for each successive year during the Initial Term and each Renewal Term shall be payable net 30 days from the date of OpenCities’ invoice.

4.2 Fee Adjustments. Upon expiration of the Initial Term, Fees may be adjusted for each Renewal Term to take into account any increases in the Consumer Price Index for all Items as published by the US Bureau of Labor Statistics and any adjustments in the resident population of Customer’s region. No later than ninety (90) days prior to the commencement of any Renewal Term, Customer agrees to provide OpenCities, upon OpenCities’ request, with the then current resident population within Customer’s region, and OpenCities shall revise the Fees for the ensuing Renewal Term if the population of the region has increased or decreased such that it falls within a different population band. Customer’s initial population band is set out in Schedule A. OpenCities shall notify Customer of any Fees adjustments made pursuant to this Section 4.2 at least seventy (70) days prior to the commencement of the applicable Renewal Term.

4.3 Excess Usage. If Customer uses any bandwidth or storage space in excess of the ‘allocated bandwidth and storage space’ set forth in Schedule A, OpenCities may, in its sole discretion, require that Customer pay additional traffic and server storage charges calculated in accordance with Schedule A. Customer’s and its users’ use of the SaaS and access to it is Customer’s responsibility. Customer is responsible for any unauthorised access to the SaaS resulting in bandwidth and/or storage usage exceeding the allocated limits and any charges resulting as a consequence.

4.4 Overdue Charges. If any invoiced amount is not received by OpenCities by the due date, then without limiting OpenCities’ rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) OpenCities may condition future subscription renewals on payment terms shorter than those specified herein. Customer will be liable for all costs of collection of any undisputed, overdue amounts including, without limitation, all court costs, legal fees and other costs incurred by OpenCities.

4.5 Taxes. The Fees charged by OpenCities do not include any taxes, levies, duties or similar governmental assessments of any nature, including, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for paying all Taxes associated Customer’s purchase of the SaaS. If OpenCities has the legal obligation to pay or collect any Taxes for which Customer is responsible under this Section 4(e), then Customer agrees that OpenCities will invoice Customer that amount unless Customer provides OpenCities with a valid tax exemption certificate authorized by the appropriate taxing

authority. For clarity, OpenCities is responsible for taxes assessable against it based on its income, property and employees.

4.6 Future Functionality. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by OpenCities regarding future functionality or features.

5. CUSTOMER DATA & SECURITY.

5.1. Customer Rights to Data. Customer retains all right, title and interest (including any Intellectual Property Rights) in and to all data and content supplied by or on behalf of Customer in connection with the SaaS and Customer's Website, including data uploaded by users thereof (collectively, the "Customer Data"). Customer hereby grants OpenCities a limited, non-exclusive, royalty-free, non-transferable license to host, reproduce, transmit, cache, store, exhibit, publish, display, distribute, perform, and otherwise use the Customer Data solely as necessary to provide the SaaS for Customer.

5.2. Responsibility for Customer Data. Customer is solely responsible for Customer Data, including the accuracy, quality, appropriateness and legality of all Customer Data and the means by which the Customer Data is acquired, and OpenCities shall have no responsibility or liability therefor. Customer represents and warrants to OpenCities that:

- (a) Customer owns or has the right to use Customer Data, and has the rights necessary to grant OpenCities the licence set forth in Section 5.1.
- (b) All Customer Data will be "server ready" and otherwise remain fully compatible with OpenCities' SaaS (including all software and operating systems); and
- (c) Customer has obtained all necessary rights, releases and consents to allow the Customer Data to be collected, used and disclosed in the manner contemplated by this Agreement and to grant OpenCities the rights herein.

5.3. OpenCities' Use of Customer Data. Unless it receives Customer's prior written consent, OpenCities: (a) will not access, process, or otherwise use Customer Data other than as necessary to facilitate the SaaS; and (b) will not intentionally grant any third party access to Customer Data, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, OpenCities may disclose Customer Data, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, and usage history, as required by applicable law or by proper legal or governmental authority. OpenCities will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

5.4. Protection of Customer Data. OpenCities will use commercially reasonable, industry standard administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data, including implementation of measures designed to prevent unauthorized access, use, modification, disclosure and loss of the Customer Data. OpenCities will archive Customer Data on a regular basis during the Term by performing 6 daily and 8 weekly backups for the purposes of disaster recovery. In the event of equipment failure or data corruption, OpenCities will restore from the most recent uncorrupted archive. In the event of corruption of all of OpenCities archives, or in the event that an old archive is used to restore data, Customer will have the responsibility of uploading new Customer Data to Customer's Website.

OpenCities will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Customer Data recovered from OpenCities backups.

5.5. No Obligation to Monitor; Right to Remove. OpenCities may, but has no obligation to, monitor, review or edit Customer Data. In all cases, OpenCities reserves the right to remove, delete or disable access to any Customer Data that OpenCities determines, in the exercise of its sole discretion, violates this Agreement (including the Acceptable Use Policy) or is illegal, damaging, problematic, objectionable or otherwise inappropriate. OpenCities may take such action without prior notification of Customer.

5.6. Privacy Policy. The Privacy Policy applies only to the SaaS and does not apply to any third party website or service linked to the SaaS or recommended or referred to through the SaaS or by OpenCities staff.

5.7. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS, Customer assumes such risks. OpenCities offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

5.8. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 5, OpenCities may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. (“Aggregate Data” refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its users.)

6. CUSTOMER’S OBLIGATIONS & RESTRICTIONS.

6.1 Acceptable Use. Customer will comply with OpenCities’ AUP as in effect from time to time. Customer will not: (a) sell, resell, license, sublicense, distribute, make available, rent or lease the SaaS or use the SaaS for service bureau or time-sharing purposes or in any other way allow third parties to exploit or access the SaaS, except users accessing Customer’s Website as specifically authorized by this Agreement; (b) use the SaaS to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the SaaS to store or transmit Malicious Code; (d) share non-public SaaS features or content with any third party; (e) frame or mirror any part of the SaaS other than framing on Customer’s own intranets or otherwise for Customer’s internal business purposes; (f) reverse engineer any portion of the SaaS, or (g) access the SaaS in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the SaaS, or to copy any ideas, parts, features, functions or graphics of the SaaS. In the event that it suspects any breach of the requirements of this Section 6.1, including without limitation by Customer’s users, OpenCities may suspend Customer’s access to the SaaS without advance notice, in addition to such other remedies as OpenCities may have. Neither this Agreement nor the AUP requires that OpenCities take any action against Customer or any user or other third party for violating the AUP, this Section 6.1, or this Agreement, but OpenCities is free to take any such action it sees fit. Any breach of the AUP or any of the provisions of this Article 6 will entitle OpenCities to elect to terminate this Agreement immediately upon written notice to Customer.

6.2 Unauthorized Access; Security. Customer will take reasonable steps to prevent unauthorized access to the SaaS and the network, including without limitation by protecting its passwords and other log-in information. Customer will notify OpenCities immediately of any known or suspected unauthorized access to or use of the SaaS or breach of its security and will use best efforts to stop said breach. Customer shall not:

- (a) interfere with or disrupt the integrity or performance of the SaaS or attempt to gain unauthorized access to the SaaS, or OpenCities' or its suppliers' related systems and networks;
- (b) commit, cause or allow any breach (or do anything which might put us in breach) of any applicable law, regulation, government direction or industry standard or code;
- (c) attempt to or actually access the SaaS by any means other than through the portals or interfaces provided by OpenCities;
- (d) attempt to or actually override any security component included in or underlying the SaaS; or
- (e) attempt or engage in any action that directly or indirectly interferes with the proper working of or place an unreasonable load on OpenCities' infrastructure.

6.3 Compliance with Laws. In its use of the SaaS, Customer will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

6.4 Responsibility for Users; SaaS Access. Customer is responsible and liable for: (a) its own and its users use of the SaaS, including without limitation for any unauthorized user conduct and any user conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the SaaS through Customer's account, whether authorized or unauthorized. Customer agrees to indemnify OpenCities against any loss or damage (except where and to the extent that such loss or damage is consequential in nature) that OpenCities suffers as a result of any unauthorized access to OpenCities' SaaS or network or those of OpenCities' suppliers.

6.5 Required Third Party Services.

- (a) Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to the SaaS.
- (b) In order for OpenCities to provide some of the services under this Agreement, Customer may at times, be required to give OpenCities access to or provide login information and password information for accounts or services Customer may have with third party providers. When Customer provides OpenCities with this information or provides OpenCities with access to these third party accounts, Customer warrants that it has all the necessary contractual and legal rights to give OpenCities such access, login information and passwords.

- (c) Customer acknowledges that OpenCities will not have any responsibility or liability with regard to any third party services used by the Customer on or through the OpenCities formed web content, such as payment and e-commerce services, and any use of such third party services will be at Customer's own risk. Customer further acknowledges that the technical ability to link to such services (such as the possibility of a 'PayPal' button), is provided only as part of the SaaS but will not be deemed to create any liability or responsibility on behalf of OpenCities.
- (d) Where any third party SaaS integration is found to cause performance, stability or security issues, OpenCities reserves the right to disable or remove that third party SaaS in order to restore our SaaS to acceptable levels.

6.6 Customer Representative. Customer will appoint a designated representative who will be authorized to act as the primary point of contact for Customer in dealing with OpenCities with respect to each party's obligations under this Agreement and on a timely basis.

7 OPENCITIES IP & FEEDBACK.

7.1 IP Rights in the SaaS. OpenCities retains all right, title, and interest in and to the SaaS, including without limitation all software used to provide the SaaS and all graphics, user interfaces, logos, and trademarks reproduced through the SaaS. This Agreement does not grant Customer any intellectual property license or rights in or to the SaaS or any of its components or any Documentation. Customer recognizes that the SaaS and its components and the Documentation are protected by copyright and other laws.

7.2 Feedback. OpenCities has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Customer or other users provide to OpenCities, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict OpenCities's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the user in question. Customer hereby grants OpenCities a perpetual, irrevocable right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of OpenCities's products or services.)

8 CONFIDENTIAL INFORMATION.

8.1 "Confidential Information" refers to the following items: (a) any document either party marks "Confidential"; (b) any information either party orally designates as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within ten (10) Business Days; (c) any OpenCities software and all Documentation and other information in the OpenCities Help Center, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the receiving party's possession at the time of disclosure; (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the

receiving party's improper action or inaction; or (iv) is approved for release in writing by the disclosing party.

8.2 Nondisclosure. Neither OpenCities nor Customer will use Confidential Information for any purpose other than in performance of this Agreement (the "Purpose"). Each of OpenCities and Customer agrees that it: (a) will not disclose Confidential Information to any of its employees or contractors unless such persons need access in order to facilitate the Purpose and, in the case of a contractor, such contractor executes a nondisclosure agreement with the appropriate party with terms no less restrictive than those of this Article 8; and (b) will not disclose Confidential Information to any other third party without the disclosing party's prior written consent. Without limiting the generality of the foregoing, each party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Each party agrees that it will promptly notify the other party of any misuse or misappropriation of the other party's Confidential Information that comes to its attention. Notwithstanding the foregoing, each party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority, provided such party gives the other party prompt notice of any such legal or governmental demand and reasonably cooperates with the other party in any effort to seek a protective order or otherwise to contest such required disclosure, at the other party's expense.

8.3 Injunction. The parties agree that breach of this Article 8 would cause the disclosing party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, and that the disclosing party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.4 Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above will terminate five (5) years after the date of disclosure; provided that such obligations related to Confidential Information of a party constituting trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, each party will return all copies of the other party's Confidential Information to the other party or certify, in writing, the destruction thereof.

8.5 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Each party will retain all right, title, and interest in and to all of its Confidential Information.

8.6 Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), each party is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

- (a) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

- (b) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

9 **REPRESENTATIONS & WARRANTIES.**

9.1 **Mutual Representations and Warranties.** Each party represents and warrants to the other party that it has full power and authority to execute and deliver this Agreement, the execution, delivery and performance of this Agreement by such party has been duly authorized, and this Agreement, when executed and delivered, will constitute the binding obligation of such party, enforceable against such party in accordance with its terms and will not conflict with any other agreement or instrument to which it is a party or by which it is bound.

9.2 **Customer Representations and Warranties.** Customer represents and warrants to OpenCities that:

- (a) the Customer Data and its use will not violate, misappropriate or infringe any Intellectual Property Rights or any other personal, privacy or moral right arising under the laws of any jurisdiction, nor will same constitute a libel or defamation of any person or entity;
- (b) the Customer Data will not contain any harmful components, including, but not limited to, viruses, trap doors, hidden sequences, hot keys, or time bombs; and
- (c) Customer will comply with all applicable laws, rules and regulations (including, but not limited to, export control, decency, privacy and intellectual property laws).

9.3 Exclusions. OpenCities has no responsibility for any products or services not provided by OpenCities, its agents and subcontractors.

9.3 **Warranty Disclaimers.** Except to the extent set forth in the SLA and in Section 9.1 above, THE SAAS IS BEING PROVIDED “AS IS” AND AS AVAILABLE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND OPENCITIES DISCLAIMS SUCH WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR IN A TIMELY FASHION; AND (b) OPENCITIES DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. OPENCITIES

DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10 INDEMNIFICATION.

10.1 Indemnification of Customer. Subject to the other provisions of this Section 10.1, OpenCities will defend Customer and Customer's Associates (as defined below in Section 10.3) against any third party claim, suit, or proceeding alleging that the SaaS or the permitted use thereof infringes any U.S. trademark, patent, copyright, or trade secret right of a third party (an (collectively, "Customer Indemnified Claims") and will indemnify Customer and Customer's Associates from any damages, attorney's fees and costs finally awarded against Customer and Customer's Associates as a result of, of for amounts paid by Customer and Customer's Associates in a settlement approved by OpenCities in writing of, a Customer Indemnified Claim.

- (a) If in OpenCities reasonable judgment any Customer Indemnified Claim, or threat of any such Claim, materially interferes with Customer's use of the SaaS, OpenCities will, after consultation with Customer, at OpenCities' option and in its sole discretion, either (i) substitute functionally equivalent non-infringing SaaS or SaaS Documentation; (ii) modify the SaaS to make it non-infringing, (iii) obtain for the Council at OpenCities expense the right to continue using the infringing SaaS; or, (iv) if iOpenCities' determines that it cannot achieve any of the foregoing on a reasonable commercial basis, it may, by written notice, require Customer to cease using the SaaS, in which case OpenCities shall refund Customer a pro-rata portion of the Fees (as set out in Schedule A) for the SaaS for such period of time for which Customer was unable to use the SaaS.
- (b) OpenCities' obligations set forth in this Section 10.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions or modifications to the SaaS or any components thereof made by a party other than OpenCities if such infringement would not have occurred but for such revisions or modifications; (c) Customer's failure to incorporate or use any Version Updates, or any other updates or upgrades that would have avoided the alleged infringement, provided OpenCities offered such other updates or upgrades were provided to Customer without charge; (d) inclusion of the Customer Data; (e) the use of the SaaS other than for its intended purposes or contrary to OpenCities' Specifications; or (f) combination, operation or use of the SaaS with equipment, programs, hardware or software not provided by OpenCities if in OpenCities reasonable judgment such infringement is caused thereby.
- (c) The provisions of this Section 10.1 state OpenCities entire liability and Customer's sole and exclusive remedy in the event of any Customer Indemnified Infringement Claims.

10.2 Indemnification of OpenCities. Customer will indemnify and defend OpenCities and OpenCities' Associates (as defined below in Section 10.3) against any and all claims, liabilities, losses, damages, costs and expenses (including attorneys fees and costs) (a) arising out of or related to Customer's or its users' alleged or actual use or misuse of, or failure to use the SaaS, including without limitation: (b) claims by Customer's users or by Customer's employees or agents; (c)

claims related to unauthorized disclosure or exposure of personally identifiable information or other private Confidential Information, including Customer Data; (d) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by any Customer Data; and (e) claims that use of the SaaS harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising (collectively, “OpenCities Indemnified Claims,”).

10.3 Litigation & Additional Terms. The obligations of the indemnifying party (“Indemnitor”) pursuant to Section 10.1 or 0 above will be excused to the extent that the indemnified parties (the “Indemnified Parties”) or any Indemnified Party’s Associates fails to provide prompt written notice to the Indemnitor of the applicable Indemnified Claim or to reasonably cooperate with the Indemnitor if such failure or lack of cooperation materially prejudices the defense. Indemnitor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that the Indemnified Party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (A party’s “Associates” are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

11 LIMITATION OF LIABILITY.

11.1 LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF OPENCITIES’ AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE ACTUAL FEES RECEIVED BY OPENCITIES UNDER THIS AGREEMENT.

11.2 Exclusion of Consequential Damages. IN NO EVENT WILL OPENCITIES OR ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF REVENUES OR GOODWILL, BUSINESS INTERRUPTION, LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.3 Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 11 APPLY (a) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, (b) EVEN IF OPENCITIES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF CUSTOMER’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIABILITIES LIMITED BY THIS ARTICLE 11 SHALL NOT INCLUDE LIABILITY (i) UNDER THE INDEMNITY PROVIDED IN SECTION 10.1, (ii) FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, (iii) FOR DAMAGE TO TANGIBLE PERSONAL PROPERTY, OR (iv) FOR FRAUD OR WILLFUL MISCONDUCT. If applicable law limits the application of the provisions of this Article 11, OpenCities’ liability will be limited to the maximum extent permissible. For the avoidance of doubt, OpenCities’ liability limits and other rights set forth in this Article 11 apply likewise to OpenCities’ affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12 TERM & TERMINATION.

12.1 Term. The initial term of this Agreement (the “Initial Term”) will commence on the Effective Date and continue for the period set forth in Schedule A. Thereafter, the Agreement will automatically renew for successive one-year periods (each such period, a “Renewal Term”), unless either party notifies the other party in writing of its decision not to renew the Agreement at least 60 or more days before the applicable renewal date. The Initial Term and all Renewal Terms are herein referred to as the “Term”.

12.2 Termination for Cause. Either party may terminate this Agreement for the other’s material breach by written notice, effective in 30 days unless the other party first cures such breach, or immediately upon written notice if the other party becomes subject to any insolvency, bankruptcy or similar proceeding, whether voluntary or involuntary. Without limiting OpenCities’ other rights and remedies, OpenCities may suspend or terminate any user’s access to the SaaS at any time, without advanced notice, if OpenCities reasonably concludes such user has conducted itself in a way that is not consistent with the requirements of the AUP or the other requirements of this Agreement or in a way that subjects OpenCities to potential liability.

12.3 Effects of Termination. Upon termination of this Agreement, Customer will cease all use of the SaaS and delete, destroy, or return all copies of the Documentation in its possession or control, and Customer will have the right to access the SaaS for 30 days following termination of this Agreement to download Customer Data. If requested by Customer in writing, at the Customer’s expense on a time-and-materials basis, OpenCities will provide Customer an export of the Customer Data in an industry standard format. Upon the expiration of this thirty-day period following termination of this Agreement, all Customer Data in the SaaS will no longer be available on OpenCities SaaS, as OpenCities will delete all such Customer Data (including all data supplied by third parties) from its SaaS, and will destroy all such Data, unless otherwise agreed by the parties in writing.

12.4 The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay Fees incurred before termination; (b) Sections 2.4 and 6.4, and Articles 7, 8, 9, 10, 11 and 12; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13 MISCELLANEOUS.

13.1 Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other’s behalf. The parties agree that no OpenCities employee or contractor is or will be considered an employee of Customer.

13.2 Notices. OpenCities may send notices pursuant to this Agreement to Customer’s email address provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to the person identified in Schedule A at the email address provided for such person, and such notices will be deemed received 72 hours after they are sent.

13.3 Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of

civil disorder, embargoes, or other causes beyond the performing party's reasonable control.

13.4 Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without OpenCities' express written consent. Except to the extent forbidden in this Section 13.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.5 Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

13.6 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

13.7 Choice of Law. This Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of California. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

13.8 Dispute Resolution. If at any time a dispute arises out of or in connection with this Agreement, the parties will have their respective designated representatives meet in good faith with a view to resolving the dispute within a period of 15 Business Days from the issue of a written notice of dispute by one party to the other party. Should the parties not be able to resolve the dispute within the 15 Business Days, then both parties will refer the matter to their own appropriate level of senior executive management respectively for resolution. If the relevant senior executive management are unable to resolve the dispute within a further 10 Business Days, then the parties agree that the dispute must then be referred to mediation. The parties will agree on a suitable person to act as mediator having industry knowledge and expertise to facilitate resolution. Failing agreement on such appointment, either party may apply to JAMS to appoint a mediator. The dispute for mediation must be heard within 20 Business Days of a mediator being appointed. Nothing in this clause is intended to preclude a party from seeking equitable or injunctive relief. Neither party shall have the right to initiate litigation until 30 Business Days after the second mediation conference held by the parties, unless the other party has materially breached its obligation to mediate.

13.9 Conflicts. In the event of any conflict among the attachments to this Agreement, the documents incorporated herein be reference and the main body of this Agreement, the following order of precedence will govern, with lower numbers governing over higher ones: (1) any OpenCities policy posted online, including without limitation the AUP or Privacy Policy, (2) the main body of this Agreement; and (3) any other attachment or document.

13.10 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

13.11 Technology Export. Customer will not: (a) permit any third party to access or use the SaaS in violation of any U.S. law or regulation; or (b) export any software provided by OpenCities or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the SaaS in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

13.12 Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

13.13 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

13.14 Amendment. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.14, OpenCities may revise the Privacy Policy, AUP and SLA at any time in accordance with this Agreement by providing written notice to Customer or such revisions and posting a new version of the applicable document on its website and/or providing a copy of the applicable document to Customer, and such new version will become effective on the later of (i) the date it is posted or provided or 45 days from the date notice is give to Customer.

13.15 Marketing. Customer agrees to permit OpenCities to make reasonable reference to the Customer's status as a user of the SaaS, including captioned quotations in product literature or advertisements, websites, articles, press releases, marketing literature, presentations and the like, and occasional use as a reference for potential new users.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER

OPENCITIES

By: _____

(signature)

Name:

(print)

By: _____

(signature)

Name:

(print)

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Schedule A

OpenCities SaaS Subscription Terms

Annual Subscription Fee

OpenCities eliminates the risk of a traditional web redesign project. Delivered as a fixed bid project, you will not have to worry about cost overruns.

Delivered as a managed cloud solution, the annual subscription fee includes:

- Enterprise grade Hosting, Security, Bandwidth (to limit) and Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation
- Maintenance, upgrades, and new functionality (continuous releases)
- Accessibility commitment to global standard (WCAG 2.1 AA)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support and issues per SLA
- Twice annual “check-up” with OpenCities customer success team to explore site improvements focused on enhancing your usability
- Access to Theme Builder to continually evolve your site design at no additional cost

Website Subscription (Unlimited Users)	\$12,500 per year
OpenForms Enterprise (30 Users & 100 Forms for OpenForms)	\$3,500 per year
Employee Only Sub-site (Intranet)	\$3,000 per year
Azure AD SSO	\$500 per year

TOTAL ANNUAL SUBSCRIPTION	\$19,500 per year
Optional: Imperva Security Upgrade (WAF, BOT, DDOS, CDN)	\$1,000 per year TO BE DETERMINED POST CONTRACTING

Implementation Packages (one-time fee for Set Up Services)

One Time Fees

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

- Virtual meetings for project initiation and workshopping
- Production of visual design for new City website
- Comprehensive site administrator and content publisher training
- Delivery of project subject to the Scope included in this proposal
- Consultation and coaching on governance, content creation and content migration

NOTE: No travel included. Project delivered virtually.

Included: OpenCities Services Package - Configuration, project management, and support on best practices during project set up + launch, includes set up of main site and employee only sub-site (intranet).	\$19,500
Included: OpenCities Training Package – Training sessions for up to 25 staff each (content publishers, site admin, OpenForms)	\$2,500
Included: Design Package – This package includes two design options with up to three rounds of iteration and internal page design. This fee assumes that the same theme for the city site be applied to the employee only sub-site (intranet). If a different theme is required, an additional fee may be added.	\$5,000
Included: Content Migration – estimated price based on up to 300 pages* migrated plus up to 2,000 documents/images migrated (following proposed AIM process). Per page \$5 and \$1/image & document after above scope.	\$5,500 (See incentive)

NOTE – If the City selects OpenCities and contracts prior to May 30, 2021 – OpenCities will waive the cost of content migration	
Included: Writing for The Web Workshop – no more than 25 people	\$900
TOTAL ONE TIME SET UP FEES	\$33,400 (prior to incentives) -Incentives of \$5,500 TOTAL AFTER INCENTIVES: \$27,900

Payment Milestones

Due at signing: All SaaS -- \$19,500 (year 1)

Due upon completion of design and content migration – \$9,300

Due upon delivery of training – \$9,300

Due upon launch of the site -- \$9,300

Premium Modules Contracted

OpenCities Intranet

AzureAD Connector for SSO

OpenForms Enterprise 30 users / 100 forms

Website Hosting

Hosting provided by	Microsoft Azure Gov
Allocated monthly bandwidth	200GB
Allocated server storage	40GB
Additional traffic charges	\$.20 per GB
Additional server storage charges	\$1.00 per GB

Term of agreement

Initial term of agreement	5 years
Subscription start date	April 13, 2021

Service Level Agreement

Subject to the terms and conditions of the Agreement, OpenCities provides a guarantee of 99.9% uptime availability, calculated monthly. In a typical 30 day/730 hour month, this equates to no more than 1 hour of downtime per month (not inclusive of Scheduled and emergency Maintenance).

For confirmed downtime during any month during the Term, Open Cities will credit Customer 1% of Customer's pro-rata monthly Base Subscription Fee for every hour of Customer's public facing website downtime over and above the 99.9% uptime guarantee, up to a maximum of 100% of the pro rata monthly Base Subscription Fee for that month.

Issue Severity Level and Measure/Guide	Resolution Process and Contact Information	Resolution Target
Priority 1 – Downtime (Your public facing website or critical intranet is experiencing Downtime)	<ul style="list-style-type: none"> Reportable 24 x 7 via Telephone – (877-466-7756, Extension 3) <p>Acknowledgement and assignment of the problem for resolution within an hour.</p>	Within 4 hours.
Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).	<ul style="list-style-type: none"> Reportable 24 x 7 via Online helpdesk, or Telephone during business hours (7x6 PT). (877-466-7756) <p>Acknowledgement and assignment of the problem for resolution within one business day.</p>	Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.
Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)	<ul style="list-style-type: none"> Reportable 24 x 7 via Online helpdesk. <p>Acknowledgement and assignment of the problem for resolution within one business day.</p>	Scheduled or next Version Update.
Priority 4 – Normal (Functionality is not working as intended)	<ul style="list-style-type: none"> Reportable 24 x 7 via Online helpdesk. Acknowledgement and assignment of the 	Within specified Version Update.

	problem for resolution within 3 business days	
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Notices to OpenCities:

Address: 1314 22nd Avenue, #697, San Francisco 94122

Attention: Cynthia Francis

Email: cynthia@opencities.com

Notices to Customer:

Address: 5050 Clark Avenue, Lakewood CA 90712

Attention: Paolo Beltran

Email: pbeltran@lakewoodcity.org

Schedule B

Implementation Plan to be attached

Scope of Work

OpenCities has removed the risk and effort of traditional web and intranet redesign projects by developing a repeatable process of engagement, content, and digital services delivery.

Local governments often ask:

- How can we be sure we are choosing the right strategy and technology for our needs?
- How can we assure that we will not see change orders that affect our deadlines and budget?
- How do we make sure our new digital presence meets all our goals, and is one we can be proud of?

OpenCities is the answer. We continuously refine our technology and onboarding process through our experience partnering with local governments just like yours. For your engagement, you will be assigned an experienced project manager and complementing project team, who utilize an agile implementation approach supported by a simple online project management dashboard that makes it easy for everyone to track project status.

Timeline

As a SaaS solution that does not require custom development, OpenCities can be fully delivered and ready for content within a matter of weeks. The primary variable for launch is based on the amount of time needed by the city or county for the visual design process, the number of initial consulting packages in the engagement, and the availability of staff for the content entry and migration process. The sample timeline below demonstrates a three- to five-month project, however our agile and iterative methodology allows us to increase or decrease the project length to meet your launch goals. As a point of reference, we have completed a project in as little as three months.

Project Phase 1: Kickoff, Discovery, and Data Analysis

OpenCities and the client come together as a team to mutually confirm the process, establish clarity on who does what, determine the dates for key meetings and deliverables, and lay the groundwork for a successful project

Deliverables:

- ✓ Kick off meeting
- ✓ Data and Analytics
- ✓ Content Migration Strategy
- ✓ Content Audit (discussion and clarification)

- ✓ Survey of users (optional)
- ✓ Executive Briefing (optional)

City Responsibilities:

- ✓ Define your team, identify key skills and responsibilities, and start auditing your own content

Project Phase 2: Design, Configuration, and Content Migration

OpenCities project team and the client will share assets and work to align and deliver a look and feel that reflects the spirit and goals of the city while leveraging the best practices for effective site layout and design.

Deliverables:

- ✓ Create and configure the site instance
- ✓ Configure general location information
- ✓ Two design concepts / up to three rounds of iteration. Proposal includes using same theme for intranet.
- ✓ Homepage and theme design review
- ✓ Design finalization and implementation
- ✓ If you purchase Content Migration from OpenCities, that will be completed during this phase. Contract includes for up to 300 pages and 2000 documents at no cost (per incentive). Additional pages and/or documents may require an additional fee.

City Responsibilities:

- ✓ Provide design assets
- ✓ Provide feedback and approval of design
- ✓ Complete content audit

Content Migration

This two-part package includes **Content Migration Discovery/Strategy** and **Content Migration Delivery**. This package is optional and best suited for cities or counties that need assistance moving page content and/or images and document from the old system.

Content Migration Discovery/Strategy (Phase 1)

In this strategy session, we will identify the proper OpenCities template for each page, note any inconsistencies or custom templates, communicate how we will address certain elements of the content, and review all of this with the team lead or core team.

Content Migration Delivery (Phase 2)

Once we have agreed upon a strategy and a timeline, our team of migrators will get to it and work to deliver your project by the designated deadline. At the end, you will receive:

- ✓ Access to the system with all agreed pages moved over
- ✓ A recap document that details anything your team should know about what we migrated as well as recommendations

City Responsibilities:

- ✓ Complete an AIM Spreadsheet (provided by OpenCities) listing all pages in hierarchical order classified as either Archive, Improve or Migrate
- ✓ Identify individual or team with the ability to clarify questions and promptly make decisions about migration questions
- ✓ Provide a desired folder structure for files (if contracted)

What's IN scope?

- ✓ Content managed within your current CMS
- ✓ Documents/images (if contracted)

What's NOT in scope

- ✗ Anything within an iFrame or embedded HTML content
- ✗ Dynamic content from other systems unless specified in proposal
- ✗ Content not managed within CMS
- ✗ JavaScript, CSS, or other custom code, unless specified in proposal
- ✗ Interactive web forms and/or single page applications
- ✗ Written content within image/diagram
- ✗ Content contained inside a PDF file
- ✗ Documents and images on pages marked "Archive"

Project Phase 3: Training

OpenCities provides training based on the types of outcomes that City wants to achieve with OpenCities. To meet your goals of training staff, this sessions is provided for a groups of 20 to the appropriate users based on their roles/permissions, virtually due to covid-19.

Deliverables:

- ✓ Content Publisher training
- ✓ OpenForms training
- ✓ Site Administrator training
- ✓ OpenCities Help Center orientation
- ✓ Training programs for 20 staff (single session)

City Responsibilities:

- ✓ Identify attendees for training
- ✓ Ensure attendance by staff at training
- ✓ Identify power users who will operate as internal “trainers” for ongoing internal governance best practices

Project Phase 4: Content Creation Review and Beta Launch

Migrate or create quality content for the now fully designed and configured website. Engage staff in owning their pages and web content. Convert static PDFs into dynamic digital forms.

Deliverables:

- ✓ Content migration, improvement, or creation by the city
- ✓ Support of content migration process by OpenCities
- ✓ Beta launch (optional)

City Responsibilities:

- ✓ Creating, improving, or migrating the web content to arrive at the desired outcome for their site
- ✓ Champion ongoing participation by staff to produce the best possible results

Project Phase 5: Launch, Evolve, Support

Launch the new website, gather community response and feedback, continue to improve content based on feedback.

Deliverables:

- ✓ Launch checklist
- ✓ URL mappings for top pages
- ✓ SSL certificates issued
- ✓ Update DNS
- ✓ Submit sitemap
- ✓ Launch the new site!
- ✓ Project review

City Responsibilities:

- ✓ Finalize review and proofreading of the site
- ✓ Fully participate in resolution of launch checklist items
- ✓ Coordinate launch and announcements to the community
- ✓ Post-launch survey (optional)
- ✓ Monitor feedback post launch and use it to continuously improve the site

DIVIDER SHEET

Housing Successor

**CITY OF LAKEWOOD SUCCESSOR AGENCY - HOUSING
FUND SUMMARY 3/25/2021**

In accordance with section 2521 of the Lakewood Municipal Code there is presented herewith a summary of obligations to be paid by voucher 403 through 403. Each of the following demands has been audited by the Director of Administrative Services and approved by the City Manager.

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

Council Approval

Date

City Manager

Attest

City Clerk

Director of Administrative Services

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

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>VEND #</u>	<u>VENDOR NAME</u>	<u>GROSS</u>	<u>DISC.</u>	<u>CHECK AMOUNT</u>
403	03/25/2021	3699	ERIC AND JENNIFER SNOW &	18,000.00	0.00	18,000.00
			Totals:	<u>18,000.00</u>	<u>0.00</u>	<u>18,000.00</u>