



CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260
Phone (310) 973-3200 – www.lawndalecity.org

NOTICE OF SPECIAL MEETING LAWDALE CITY COUNCIL

TO: Mayor Robert Pullen-Miles
Mayor Pro Tem Bernadette Suarez
Councilmember James H. Osborne
Councilmember Pat Kearney
Councilmember Daniel Reid

NOTICE IS HEREBY GIVEN that the Lawndale City Council will conduct a special meeting beginning at 6:00 p.m. on Tuesday, September 1, 2020, in the Lawndale City Hall Council chamber 14717 Burin Avenue, Lawndale, California 90260 via WebEx meeting.

Said special meeting shall be for the purpose of conducting the business described in the attached agenda.

Dated this 31st day of August, 2020

Robert Pullen-Miles, Mayor

I, Matthew Ceballos, Assistant City Clerk of the City of Lawndale, do hereby certify, under penalty of perjury, under the laws of the State of California, that the aforementioned notice of special meeting was delivered to each member of the Lawndale City Council, and sent by e-mail to each member in the aforementioned notice at least 24 hours prior to the time set for the special meeting.

Dated this 31st day of August, 2020

Matthew Ceballos, Assistant City Clerk



CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260
Phone (310) 973-3200 – www.lawndalecity.org

AGENDA

LAWDALE CITY COUNCIL SPECIAL MEETING

Tuesday, September 1, 2020 – 6:00 p.m.

Lawndale City Hall Council Chamber

14717 Burin Avenue

*** COVID-19 NOTICE ***

Consistent with Executive Orders from the Executive Department of the State of California and the Los Angeles County Health Official's "Safer at Home" Order, this City Council meeting will not be physically open to the public as City Councilmembers will be teleconferencing into the meeting via Webex Communications.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

How to submit Public Comment:

Members of the public may provide public comment by sending comments to the Clerk by email at cityclerk@lawndalecity.org. Please submit your written comments as early as possible, preferably prior to the start of the meeting or if you are unable to email, please call the City Clerk's Office at (310) 973-3213 by 5:30 p.m. on the date of the meeting. Email comments must identify the Agenda Item Number in the subject line of the email. The public comment period will close once the public comment time for the agenda item has concluded. The comments will be entered into the record and provided to the Council. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. Please see the [Temporary eComment Policy for Public Meetings](#).

Copies of this Agenda packet may be obtained prior to the meeting outside of the Lawndale City Hall foyer or on the [City Website](#). Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

This agenda is subject to revision up to 24 hours before the meeting.

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute)
- C. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- D. **COMMENTS FROM COUNCIL**

E. ADMINISTRATION

1. Contract Services Agreement for Citywide Master Fee Schedule

Recommendation: that the City Council approve the Contract Services Agreement for Consulting Services: Citywide Master Fee Schedule/Study with ClearSource Financial Consulting, authorize the Mayor to execute the agreement on behalf of the City and direct the Finance Department to continue \$27,000 of contract services appropriation from Fiscal Year 2019-2020 into Fiscal Year 2020-21.

F. CLOSED SESSION

2. Conference with Legal Counsel - Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4), because the City is considering whether to initiate litigation in one case against Metropolitan Transportation Authority (Metro) relating to the 405 Improvement Project.

G. ADJOURNMENT

City Hall will be closed for the Labor Day holiday on the next regular meeting date. Therefore, the next meeting of the City Council will be held at 6:30 p.m. on TUESDAY, September 8, 2020 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the special meeting of the City Council to be held on September 1, 2020 was posted not less than 24 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: September 1, 2020

TO: Honorable Mayor and City Council

FROM: Kevin Chun, City Manager 

PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer 

SUBJECT: Award of Citywide Master Fee Schedule Consulting Contract

BACKGROUND

With the exception of building plan check and inspection fees, the City has not updated its fees in many years. In addition, the fees are in multiple resolutions. In order to know the cost of providing services, as allowed by the Government Code, \$40,000 was budgeted in Fiscal Year 2019-20 in the General Fund – Finance Department to contract for a Citywide Consolidated Master Fee Schedule. However, due to staff shortages, the Request for Proposal (RFP) could not be issued until July 9, 2020.

The RFP was issued to solicit a qualified firm to conduct a Citywide Master Fee Schedule to determine the full cost of providing services including an indirect cost allocation of City of Lawndale support services. The RFP was emailed directly to four firms known to conduct local government fee studies and was published on the City's website. Six firms responded timely to the proposal; Berry Dunn McNeil & Parker, LLC (BerryDunn), Willdan Financial Services, Management of America Consulting, LLC (MGT), ClearSource Financial Consulting, Capital Accounting Partners (CAP), and Revenue & Cost Specialist (RCS).

STAFF REVIEW

The six submitted proposals were evaluated based on understanding of the scope of work and time period for performance, experience and knowledge of staff performing work, specific experience in government agency fee studies and cost recovery principles and proposed cost. All six firms demonstrated an understanding of the scope of work, time requirement and industry experience in cost studies. Approach to collecting data varied between firms. The deciding factor was the proposed cost, which ranged from \$27,000 to \$56,900 (see chart below). ClearSource Financial Consulting was the low bidder (\$27,000 without any additional costs), experience with providing like-kind services locally (City of Torrance and City of Long Beach being two of their recent clients) and they are willing to provide services either in-person or remotely to accommodate the desire of the City. References were verified and customers were pleased with the ability and professionalism of ClearSource. Staff recommends awarding the contract to ClearSource, operating in Aptos, California.

Firm	Proposed Cost
BerryDunn	\$ 36,810
Willdan Financial Services	\$ 34,850 +
MGT	\$35,335 +
ClearSource Financial Services	\$ 27,000
CAP	\$ 56,900
RCS	\$ 28,380

LEGAL REVIEW

The City Attorney has approved the contract services agreement and approved it as to form.

FISCAL IMPACT

In Fiscal Year 2019-20, \$40,000 was budgeted in the General Fund- Finance Department-Contract Services budget (100-160-530.100). Staff recommends \$27,000 of the unexpended budget be continued into Fiscal Year 2020-21 to cover the contract costs.

RECOMMENDATION

1. Staff recommends that the City Council approve the Contract Services Agreement for Consulting Services: Citywide Master Fee Schedule with ClearSource Financial Consulting, authorize the Mayor to execute the agreement on behalf of the City and direct the Finance Director to continue \$27,000 of contract services appropriation from Fiscal Year 2019-20 into Fiscal Year 2020-21.

Attachments:

1. Contract Services Agreement for Consulting Services: Citywide Master Fee Schedule
2. Request for Proposal for Citywide Master Fee Schedule

CITY OF LAWNSDALE

CONTRACT SERVICES AGREEMENT FOR

CONSULTING SERVICES: CITYWIDE MASTER FEE SCHEDULE

This Contract Services Agreement ("Agreement") is made and entered into this 27th day of August, 2020, by and between the City of Lawnsdale, a municipal corporation ("City"), and ClearSource Financial Consulting ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not twenty-seven thousand dollars (\$27,000) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of

the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on September 1, 2020 and continue in full force and effect until completion of the services no later than June 30, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Terry Madsen, President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For

purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of Professional Liability for Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment

to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein

stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the

Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

9.4 Severability. Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONSULTANT:
ClearSource Financial Consulting

By: _____
Name: Terry Madsen
Title: President

Address: 7960 B Soquel Drive, Suite 363
Aptos, CA 95003

EXHIBIT "A"

SCOPE OF SERVICES

ClearSource Financial Consulting is to conduct a Citywide Master Fee Study to determine the full cost of providing services including an indirect cost allocation of City support services on behalf of the City of Lawndale as specified in Section III of the Request for Proposal for Citywide Master Fee Schedule issued July 9, 2020.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None specified.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Total compensation includes attendance of Consultant at all related meetings, including presentation of the Final Report to City Council, as deemed necessary by the City, and will not exceed \$27,000.

The Consultant may request monthly periodic progress payments based on actual work performed. An amount equal to ten percent (10%) of each payment request shall be retained until acceptance of the Final Report by the City Council. In addition, to the ten percent withholding, the City may withhold payment in the amount of the value of the work not completed should Consultant fail to fulfill the contract requirements stated in the contract approved by the parties.

The Consultant will not be reimbursed for travel time or other expenses unless the expenses relate to additional services beyond the scope of services in this agreement and are approved in writing by the City before the expenses are incurred. Should additional services be requested, the hourly rate shall be \$150 per hour for team member. The hourly rates apply through December 31, 2021 for the position of Project Manager, Principal Consultant, Senior Consultant and Senior Analyst.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Each of the following should be **completed** by the Consultant **no later than** the dates indicated:

1. Entrance conference September 1, 2020

The purpose of this meeting will be to develop the scope of review, receive an overall understanding of City financial records and accounting structure, develop preliminary assessment for fee methodology to be employed in the study, identify documentation required for the assessment, and identify department contacts and set a meeting schedule to obtain information for the fee development study.

2. Meetings with City Department Personnel September 8, 2020

Department meetings to clarify processes, conduct time studies and collect data necessary to calculate fees.

3. Calculate citywide indirect costs and apply to fees.
4. Develop fee calculation model and Citywide Master Fee Schedule.
5. Prepare Draft Report to be reviewed by City.
6. Survey three (3) local cities (preferable in the South Bay) to determine reasonableness of calculated fees

7. Draft Report November 30, 2020

The contractor shall draft Citywide Master Fee Schedule, with must include support documentation and survey of local, for the review and discussion with the City by this date.

8. Final Report December 31, 2020

The final Citywide Master Fee Schedule shall be issued in both hard copy and electronic ready for submission to the City Council for approval. The staff report for submission will be prepared by City staff.

9. Public Hearing Considering Adoption of Citywide Master Fee Schedule February 1, 2021

Contractor shall be present and available to answer questions regarding proposed fee schedule during the public hearing taking place at the City Council meeting. The City Council meeting begins at 6:30 pm.

10. City Council Adoption of
Citywide Master Fee Schedule

February 15, 2021

Contractor shall be available to answer questions regarding the proposed fee schedule during the City Council meeting considering adoption. The City Council meeting begins at 6:30 pm.



City of Lawndale

Request for Proposal
For
Citywide Master Fee Schedule

City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
Phone: (310) 973-3241
Fax: (310) 970-2183

Date of Issuance: July 9, 2020
Proposal Deadline: August 3, 2020

City of Lawndale

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APPENDICES

Attachment 1: Proposal Form

Attachment 2: City of Lawndale's Standard Professional Services Contract

City of Lawndale
REQUEST FOR PROPOSAL

I. INTRODUCTION

A. The City of Lawndale

The City of Lawndale (“City”) is located in the South Bay region of the Greater Los Angeles County, approximately 15 miles southwest of downtown Los Angeles and five miles east of the Pacific Ocean. The City’s population is approximately 34,000 residents.

The City has a council-manager form of government with an elected Mayor and four elected City Councilmembers. As a contract city, the law enforcement, City Attorney, Information Technology, animal services and building and safety services functions are performed by professional service contracts. The remaining services are provided by 55 (53 for Fiscal Year 2020-21) full-time employees and part-time employees from eight departments; City Manager, Community Development, Finance, Public Works, City Clerk, Administrative Services, Community Services and Municipal Services.

B. Purpose of the Request for Proposal

The City is seeking a qualified firm to conduct a Citywide Master Fee Study to determine the full cost of providing services including an indirect cost allocation of City support services.

C. Contact Person

All inquiries, correspondence and other contact with the City shall be directed to:

Marla L. Pendleton, CPA, Director of Finance/City Treasurer
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
(310) 973-3241
mpendleton@lawndalecity.org

D. Proposal Submittal

To be considered, applicants must complete and submit the “Proposal Form” included in this Request for Proposal (Attachment 1). No substitutes to the Proposal Form will be accepted. Any additional information, beyond that required on the Proposal Form, which the applicant may wish to provide may be included as an attachment with the Proposal Form.

A proposal submittal must be signed by an official who is authorized to bind the applicant to the terms and provisions of the proposal submitted. All proposals, associated costs and agreements shall remain valid for a period of sixty (60) days following the deadline for submittals. All proposal submittals become the property of the City upon receipt.

There is no expressed or implied obligation for the City to reimburse applicants for any expenses incurred in preparing proposals in response to this request.

E. Pre-Proposal Questions/Requests for Additional Information

All questions regarding information provided in this Request for Proposal shall be directed to the contact person indicated in Section I (C). Questions should be limited to clarifying points in this Request for Proposal, which may not be understood.

F. Liability

The selected applicant shall be required, as part of the written contract of engagement to be entered into as a result of this Request for Proposal, to indemnify and hold harmless the City and its officers and employees from any actions and/or judgments against the City which results from the applicant's errors, omissions or misrepresentations.

G. Proposal Submittal Deadline

To be considered, two (2) hard copies of the proposal with original signature, as well as one (1) electronic copy in PDF format saved on USB flash drive must be delivered in person, by US Postal Service, or by courier service, such as Federal Express or UPS, and received no later than Monday, August 3, 2020, 5:00 pm PST, at the address listed below:

City of Lawndale
Matthew Ceballos, Assistant City Clerk
14717 Burin Avenue
Lawndale, California 90260

In addition, the envelopes must be in a sealed package clearly labeled on the outside of the packet: "FEE STUDY PROPOSAL."

Verbal, emailed or facsimile proposals received after the deadline date will not be accepted. All proposal submittals received after the stated time will not be considered and be rejected. Postmarks will not be accepted as meeting the submittal deadline. The City assumes no responsibility for errors or delays by private or governmental firms in delivering proposals.

The City reserves the right to retain all proposal submittals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the applicant of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the applicant selected.

H. Rejection of Submittals

The City will generally notify rejected applicants within sixty (60) days of the proposal deadline. The City reserves the right to reject all proposals.

I. Interviews

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from any applicant, or to allow corrections of errors or omissions. At the City's discretion, applicants who submitted a proposal may be asked to make oral presentations as part of the evaluation process.

J. Selection and Approval

The City of Lawndale Director of Finance/City Treasurer shall evaluate the proposals, and in her sole and unfettered discretion, through the City Manager, recommend to the City Council an applicant to provide the comprehensive fee study services presented in this Request for Proposal. The evaluation criteria to be utilized will include, but is not be limited to the following:

1. Experience, educational background, demonstrated capability, and availability of qualified full-time key technical and management personnel who will be assigned to provide service.
2. Familiarity and experience in providing governmental agencies with services related to cost recovery and rate studies.
3. Knowledge of generally accepted accounting principles applicable to governmental accounting and the Office of Management and Budget (OMB) 2 Code of Federal Regulations (CFR) Part 200 (Super Circular) as it relates to cost recovery.
4. Proposed cost for services.

II. CITY DEPARTMENTS FEES

A. City Clerk

Maintains and preserves official legislative records, public record requests, municipal elections, requests for proposals and various filings and legal notices on behalf of the City. Fees include reproducing documents and audio/video tapes.

B. City Manager

Implements City Council policies and objectives by directing City departments and serving as a liaison to citizen, businesses and other government agencies. The department provides no direct services nor charges any fees.

C. Administrative Services

Manages human resource (i.e. personnel) needs of the City and government access cable television for the dissemination of City public information. The Administrative Services budget includes citywide human resource (i.e. personnel) recruitment, labor contract and administrative costs. The General Operations budget includes indirect citywide costs for utilities, insurance and office equipment. No rates have been set for these cost centers, but they should be allocated to departments as indirect costs for rate development purposes.

D. Finance

Oversees City finances including cash collection, investments, payroll, accounts receivable, accounts payable, purchasing, budgeting, financial reporting, financial audits, and other general accounting functions. The department issues business licenses and recovers fees, which were established more than 10 years ago; other services have no related fees, but should be allocated citywide as indirect costs to be recovered.

E. Municipal Services

Serves the City by providing animal control, parking enforcement, code enforcement and emergency preparedness services. The department also administers the Los Angeles County Sheriff's Department public safety contract services, which provides general law and traffic enforcement services. Department fees include dog licensing, parking citations and permits and cost recovery for vehicle impound, towing and storage.

F. Public Works

Oversees City Capital Improvement Projects, maintains municipal infrastructure, performs new development inspections, issues encroachment permits and monitors environmental compliance. The department also administers the Los Angeles County Department of Public Works service agreements, which provides traffic signal maintenance, catch basin cleanout, sewer maintenance and industrial waste inspections. It oversees and manages residential and commercial Solid Waste Collection Franchise Agreement. Department fees primarily include plan checks and inspection services.

G. Community Development

Oversees development activity including the review and issuance of building permits, inspections for new construction, and monitoring compliance with planning, zoning and building code requirements. The department administers programs for affordable housing, to eliminate blighted areas, stimulate the local economy and provide public facilities. Department fees include....

H. Community Services

Operates six parks, playgrounds and recreational facilities, a community garden and gym providing group and individual sports activities and classes for all ages. The department administers senior programs including food assistance, daily lunch, meals-on-wheels, case management, senior transportation and travel club. It organizes special community events, oversees the City's "Lawndale Beat" transportation system and coordinates facility reservations at the Harold E. Hofmann Community Center. Fees include facility rental, insurance and security costs. The cost of contract classes are established by the contractor and a percent of participation fees are paid to the contractor. Senior social events include a portion of the costs. A new sports participation fee requires a calculation to recover park facility cost for field user groups of joint use City/School District parks.

III. WORK PERFORMANCE

A. General Requirements

The applicant selected to perform, provide and conduct services shall be required to complete the City's standard professional services contract (Attachment 2). Any concerns, objections or requests for modifications to this standard practice shall be expressed in the proposal submitted.

Below is the desired schedule for initiation of the services; however, dates may be subject to change and adjusted as necessary in the City's sole discretion:

Request for Proposal Issued	July 9, 2020
Proposers' Conference*	July 22, 2020
Proposal Submission Deadline	August 3, 2020
Selected firm notified	August 17, 2020

* If necessary, to be determined by the City, in its sole discretion

B. Schedule for Performance of Services

Each of the following should be **completed** by the selected applicant **no later than** the dates indicated:

1. Entrance conference September 1, 2020

The purpose of this meeting will be to develop the scope of review, receive an overall understanding of City financial records and accounting structure, develop preliminary assessment for fee methodology to be employed in the study, identify documentation required for the assessment, and identify department contacts and set a meeting schedule to obtain information for the fee development study.

2. Meetings with City Department Personnel September 8, 2020

Department meetings to clarify processes, conduct time studies and collect data necessary to calculate fees.

3. Calculate citywide indirect costs and apply to fees.
4. Develop fee calculation model and Citywide Master Fee Schedule.
5. Prepare Draft Report to be reviewed by City.
6. Survey three (3) local cities (preferable in the South Bay) to determine reasonableness of calculated fees

7. Draft Report November 30, 2020

The contractor shall draft Citywide Master Fee Schedule, with must include support documentation and survey of local, for the review and discussion with the City by this date.

8. Final Report December 31, 2020

The final Citywide Master Fee Schedule shall be issued in both hard copy and electronic ready for submission to the City Council for approval. The staff report for submission will be prepared by City staff.

9. Public Hearing Considering Adoption of
Citywide Master Fee Schedule February 1, 2021

Contractor shall be present and available to answer questions regarding proposed fee schedule during the public hearing taking place at the City Council meeting. The City Council meeting begins at 6:30 pm.

10. City Council Adoption of
Citywide Master Fee Schedule February 15, 2021

Contractor shall be available to answer questions regarding the proposed fee schedule during the City Council meeting considering adoption. The City Council meeting begins at 6:30 pm.

C. Staff Assistance

The Finance Department staff and responsible management personnel will be available during the performance of the services to assist the contractor by providing direction to needed sources of information, documentation and explanations. Actual time availability will change at the sole discretion of the City.

D. Work Area and Equipment

The City will provide the contractor with reasonable workspace, desks and chairs. While at the City's facilities, the contractor will also be provided with access to telephone lines, photocopying technology, and fax machines subject to the following restrictions:

- Personal use
- Other client work within reason

Note: City works a 4/40 work schedule Monday – Thursday 7:00 0am – 6:00 pm.

IV. REQUIREMENTS

The City is soliciting contract services to conduct a fee study and develop a Citywide Master Fee Schedule based on actual costs for Fiscal Year Ending June 30, 2020 to be used for cost recovery beginning July 1, 2021. The fee study shall be in accordance with OMB 2 CFR Part 200 and cost standards applicable to local government entities. The City wishes to negotiate a price contract based on a clearly defined scope of work.

Supporting documentation to support the fee calculation and methodology used will be required in the final Citywide Master Fee Schedule Report ("Report"). The fees developed shall represent the full cost of providing services and include an indirect cost allocation component for City support services.

The contractor will be required to survey local cities to ensure calculated rates are consistent with rates being charged within the geographical location of the City.

In addition, the contractor will be required to present the Citywide Master Fee Schedule during a Public Hearing and be available to respond to questions concerning the fees.

The Report deadline is based on the desire to include approved fees in the Fiscal Year 2021-2022 Proposed Budget.

Ten (10) printed Final Report copies shall be provided, along with a digital copy of the Report to the City prior to December 31 2020.

V. AGREEMENT AND TERMS

A. Agreement Requirement

The applicant selected to perform the fee study pursuant to this Request for Proposal shall be required to enter into a written agreement for services with the City. This agreement shall be drafted on the City's standard professional services contract (Attachment 2) and shall include the incorporation of the specific requirements stated in this Request for Proposals. Any concerns, objections or requests for modifications to that standard template should be addressed in the proposal submitted.

B. Term of Agreement

This agreement shall be for a period of one year beginning July 1, 2020.

C. Fee Payment Schedule

The selected contractor may request periodic progress monthly payments based on actual work performed. Any amount equal to ten percent (10%) of each payment request shall be retained until acceptance of the Final Report by the City Council.

D. Performance Penalty

The City may withhold payment in the amount of ten (10%) of the total contract amount plus the value of the work not completed should the selected contractor fail to fulfill the contract requirements stated in the contract approved by the parties.

E. Agreement Termination

The City shall reserve the right to terminate the agreement entered into with the selected firm, with or without cause, after having provided thirty (30) days written notice to the contractor of such termination.

F. Right to Inspection

All working papers and reports must be retained, at the contractor's expense, for a minimum of three (3) years, unless the contractor is notified in writing by the City of

the need to extend the retention period. The contractor will be required to make working papers available, upon request of the City during that retention period, to City staff, or any interested Federal or State agency or any subsequent contractor retained by the City to review such papers and documentation without charge.

VI. PROPOSAL FORMAT

A. Submission of Proposals

Applicants must complete the "Proposal Form" and submit it to the City as part of the contractor's proposal (Attachment 1). Failure to provide the completed form shall disqualify the contractor from consideration. No substitutes to the Proposal Form will be accepted. Said form shall be placed at the front of the proposal submitted. Any additional information, beyond that required on the Proposal Form, which the applicant may wish to provide may be included as an attachment with the Proposal Form.

All submittals must be signed by an official who is authorized to bind the applicant to the terms and provisions of the proposal submitted. All proposals, associated costs and agreements shall remain valid for a period of sixty (60) days following the deadline for submittals. Proposals become the property of the City of Lawndale upon receipt.

B. Number of Copies

Two (2) copies of all materials required shall be provided to the City of Lawndale.

C. Proposal Form Information

The following information shall be included on the Proposal Form:

1. Name of Firm/Contact Person.
2. List of three references from like-cities.
3. Name of official authorized to bind firm to terms of submittal.
4. Original signature of authorized official.
5. Date on which the submittal is executed by contractor.

D. Company Profile

The Proposal shall include a profile of the contractor including:

1. Company overview and history.
2. Number of employees.
3. Location of Office(s).
4. Local government clients.

E. Staffing Personnel

Each proposal shall include a list of key personnel assigned to perform the fee study, including identification of the project manager. Background information on each person's experience and qualifications with fee studies must be provided. Please include information about billing rates for the proposed personnel.

F. Proposal Submittal

To be considered, completed proposals must be received by 5:00 PM on Monday, August 3, 2020 to the following address:

City of Lawndale
Matthew Ceballos, Assistant City Clerk
14717 Burin Avenue
Lawndale, California 90260

G. Conflict of Interest Statement

The proposers shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

H. Project Understanding and Approach

Please include a statement demonstrating your understanding of the proposed project. Describe your approach to completing the project successfully; methodologies and technologies you would employ; key milestones and processes you would employ. Describe what information you would expect the City to supply.

I. Proposed Scope of Services

Please provide a Proposed Scope of Services, which is based on the scope of work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones and tasks.

J. Cost Proposed

The cost should contain all pricing information relative to performing the scope of work as described in this Request for Proposal. The City reserves the right to negotiate the proposed cost.



CITY OF LAWNDALE
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: September 1, 2020

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *MC*

SUBJECT: Conference with Legal Counsel – Anticipated Litigation (The City is considering whether to initiate litigation in one case against Metropolitan Transportation Authority (Metro) relating to the 405 Improvement Project)

No public documents were forwarded to the City Clerk Department for this item.