



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, February 3, 2020 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a public meeting speaker card and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up.

Copies of this Agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the Lawndale Library. 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 72 hours before the meeting.

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute and Inspiration)
- C. **PRESENTATIONS**
 - 1. **Recognition of Outstanding Team Work by the following Los Angeles County Sheriff's Department personnel: Sergeant Sandy Nitz, Detective Gabriela Vidrio, Detective Marco Chavez, Deputy Justin Sabatine and Deputy Chris Leonardi**
- D. **PUBLIC SAFETY REPORT**
- E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- F. **COMMENTS FROM COUNCIL**
- G. **CONSENT CALENDAR**

Items 2 through 4, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

- 2. **Authorization to Bid for Traffic Signal Installations and Modifications Project**
Recommendation: that the City Council (a) approve the project plans and specifications; and (b) authorize staff to advertise the project to solicit bids.
- 3. **Accounts Payable Register**
Recommendation: that the City Council adopts Resolution No. CC-2002-008, authorizing the payment of certain claims and demands in the amount of \$26,215.88.

4. **Minutes of the Lawndale City Council Regular Meeting – January 21, 2020**
Recommendation: that the City Council approve.

H. **ADMINISTRATION**

5. **Southern California Association of Governments (SCAG) Annual Conference and General Assembly – Appointment of Voting Delegate and Alternate**
Recommendation: that the City Council determine (a) who will attend the SCAG annual conference from May 7-8, 2020; (b) designate the City's voting delegate; (c) designate the City's voting alternate (if desired); and (d) allocate funding from account number 100-110-510.620, City Council travel/meetings.
6. **Contract Award for Street Sweeping Services - CleanStreet Inc.**
Recommendation: that the City Council (a) approve the agreement with CleanStreet Inc. for Citywide street sweeping services for a three (3) year term, beginning March 1, 2020 through February 28, 2022; and (b) increase gas tax revenue and expense budget by \$5,304 for fiscal year 2019-2020.

I. **CITY MANAGER'S REPORT**

J. **ITEMS FROM CITY COUNCILMEMBERS**

7. **Mayor/City Councilmembers Report of Attendance at Meetings and/or Events**

K. **CLOSED SESSION**

8. **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 Green Line Extension to Torrance Project.

L. **ADJOURNMENT**

City Hall will be closed for the Presidents 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, February 18, 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 regular meeting of the City Council to be held on February 3, 2020 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk

Presentation

February 3, 2020

City Council Meeting

The City of Lawndale recognizes the following personnel for their outstanding team work regarding a case of theft of industrial equipment in October 2019. This teamwork on behalf of the Sheriff's Department resulted in the arrest and conviction of the suspect in question.

Los Angeles County Sheriff's Department **Lawndale Sheriff's Service Center**

Sergeant Sandy Nitz

Detective Gabriela Vidrio

Detective Marco Chavez

Deputy Justin Sabatine

Deputy Chris Leonardi

Certificate of Commendation

Presented To

Sergeant Sandy Nitz
Los Angeles County Sheriff's Department
Lawndale Sheriff's Service Center

In recognition of your outstanding teamwork regarding a case in October 2019 of the theft of industrial equipment, we extend our gratitude for your dedication and service to the community of Lawndale, the public, and the Los Angeles County Sheriff's Department.



Mayor Robert Pullen-Miles



Mayor Pro Tem Bernadette Suarez



Councilmember Pat Kearney



Councilmember Dan Reid

Presented February 3, 2020



Councilmember James H. Osborne

Certificate of Commendation

Presented To

Detective Gabriela Vidrio **Los Angeles County Sheriff's Department** Lawndale Sheriff's Service Center

In recognition of your outstanding teamwork regarding a case in October 2019 of the theft of industrial equipment, we extend our gratitude for your dedication and service to the community of Lawndale, the public, and the Los Angeles County Sheriff's Department.



Mayor Robert Pullen-Miles



Mayor Pro Tem Bernadette Suarez



Councilmember Pat Kearney



Councilmember Dan Reid

Presented February 3, 2020



Councilmember James H. Osborne

Certificate of Commendation

Presented To

Detective Marco Chavez **Los Angeles County Sheriff's Department**

Lawndale Sheriff's Service Center

In recognition of your outstanding teamwork regarding a case in October 2019 of the theft of industrial equipment, we extend our gratitude for your dedication and service to the community of Lawndale, the public, and the Los Angeles County Sheriff's Department.



Mayor Robert Pullen-Miles



Mayor Pro Tem Bernadette Suarez



Councilmember Pat Kearney



Councilmember Dan Reid

Presented February 3, 2020



Councilmember James H. Osborne

Certificate of Commendation

Presented To

Deputy Justin Sabatine
Los Angeles County Sheriff's Department
Lawndale Sheriff's Service Center

In recognition of your outstanding teamwork regarding a case in October 2019 of the theft of industrial equipment, we extend our gratitude for your dedication and service to the community of Lawndale, the public, and the Los Angeles County Sheriff's Department.



Mayor Robert Pullen-Miles



Mayor Pro Tem Bernadette Suarez



Councilmember Pat Kearney



Councilmember Dan Reid

Presented February 3, 2020



Councilmember James H. Osborne

Certificate of Commendation

Presented To

Deputy Chris Leonardi
Los Angeles County Sheriff's Department

Lawndale Sheriff's Service Center

In recognition of your outstanding teamwork regarding a case in October 2019 of the theft of industrial equipment, we extend our gratitude for your dedication and service to the community of Lawndale, the public, and the Los Angeles County Sheriff's Department.



Mayor Robert Pullen-Miles



Mayor Pro Tem Bernadette Suarez



Councilmember Pat Kearney



Councilmember Dan Reid

Presented February 3, 2020



Councilmember James H. Osborne



CITY OF LAWDALE

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

DATE: February 3, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Kahono Oei, P.E., Interim Director of Public Works/City Engineer
Marla L. Pendleton, CPA, Finance Director 
Alex Chou, Associate Engineer 

SUBJECT: Authorization to Construction Bid Advertisement for the Traffic Signal Installation and Modification Project

BACKGROUND

In May 2018, the City of Lawndale requested proposals from qualified civil engineering consulting firms to prepare plans, specifications, and cost estimates for the traffic signal installation and modification project at two intersections below:

- Location No.1: Manhattan Beach Boulevard and Hawthorne Boulevard
The project will provide a protected left-turn traffic signal that will improve the traffic flow of the current left-turn configuration on Manhattan Beach Boulevard for both eastbound and westbound directions.
- Location No.2: Marine Avenue and Osage Avenue
A new traffic signal will be installed to provide traffic mobility for vehicles and pedestrian crossings at the intersection. Currently, Marine Avenue has two lanes of travel in each direction with advanced Slow School Xing markings, overhead flashing beacons and pedestrian crossing signs.

STAFF REVIEW

In December 2018, the City Council awarded a professional services agreement to Hartzog & Crabill, Inc., for the traffic signal installation and modification project.

The work will take place at the intersection of Manhattan Beach Boulevard and Hawthorne Boulevard and at the intersection of Marine Avenue and Osage Avenue. The scope of work consists of traffic signal modifications, installation of new traffic signal, pavement and median modifications, curb ramp modifications, removal and replacement of sidewalk, curb and gutter, thermoplastic striping, install signs, pavement markings, and other related appurtenances.

The project also includes the modification of the existing median on Manhattan Beach Boulevard near 200 feet west of Hawthorne Boulevard. Approximately 100 feet of the existing median will be removed

and replaced with longer left-turn pocket in order to create additional storage spaces for eastbound vehicles at Hawthorne Boulevard.

Also, the existing median at the intersection of Sombra Avenue and Manhattan Beach Boulevard will be modified. Approximately 100 feet of the existing median will be removed and replaced with longer left-turn pocket in order to create additional storage spaces for westbound vehicles at Hawthorne Boulevard. Furthermore, a new center median will be constructed at the intersection and it will be conjoin with the existing medians to restrict vehicles from crossing Manhattan Beach Boulevard.

The median improvements are necessary to improve the traffic signal operation and enhance traffic flow along the east and west corridors.

The preliminary engineer's estimate for the project at the intersection of Manhattan Beach Boulevard and Hawthorne Boulevard is \$471,403, and \$547,034 for the Marine Avenue and Osage Avenue project. The projects scope includes construction, engineering design, inspection services, and contingencies.

LEGAL REVIEW

N/A

FISCAL IMPACT

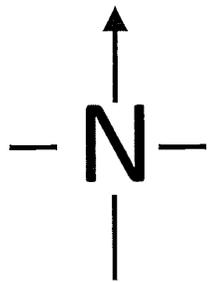
The traffic signal modification on Manhattan Beach Boulevard and Hawthorne Boulevard will be funded with Measure R funds in the amount of \$417,403. Funding for the installation of a new traffic signal on Marine Avenue and Osage Avenue will be from STPL Metro Exchange in the amount of \$547,034.

- Manhattan Beach Boulevard and Hawthorne Boulevard:
Measure R Grant - TF Signal Improvements 275-310-700.127 \$ 417,403
- Marine Avenue and Osage Avenue:
STPL Metro Exchange - TF Signal Marine/Osage 271-310-700.264 \$ 547,034

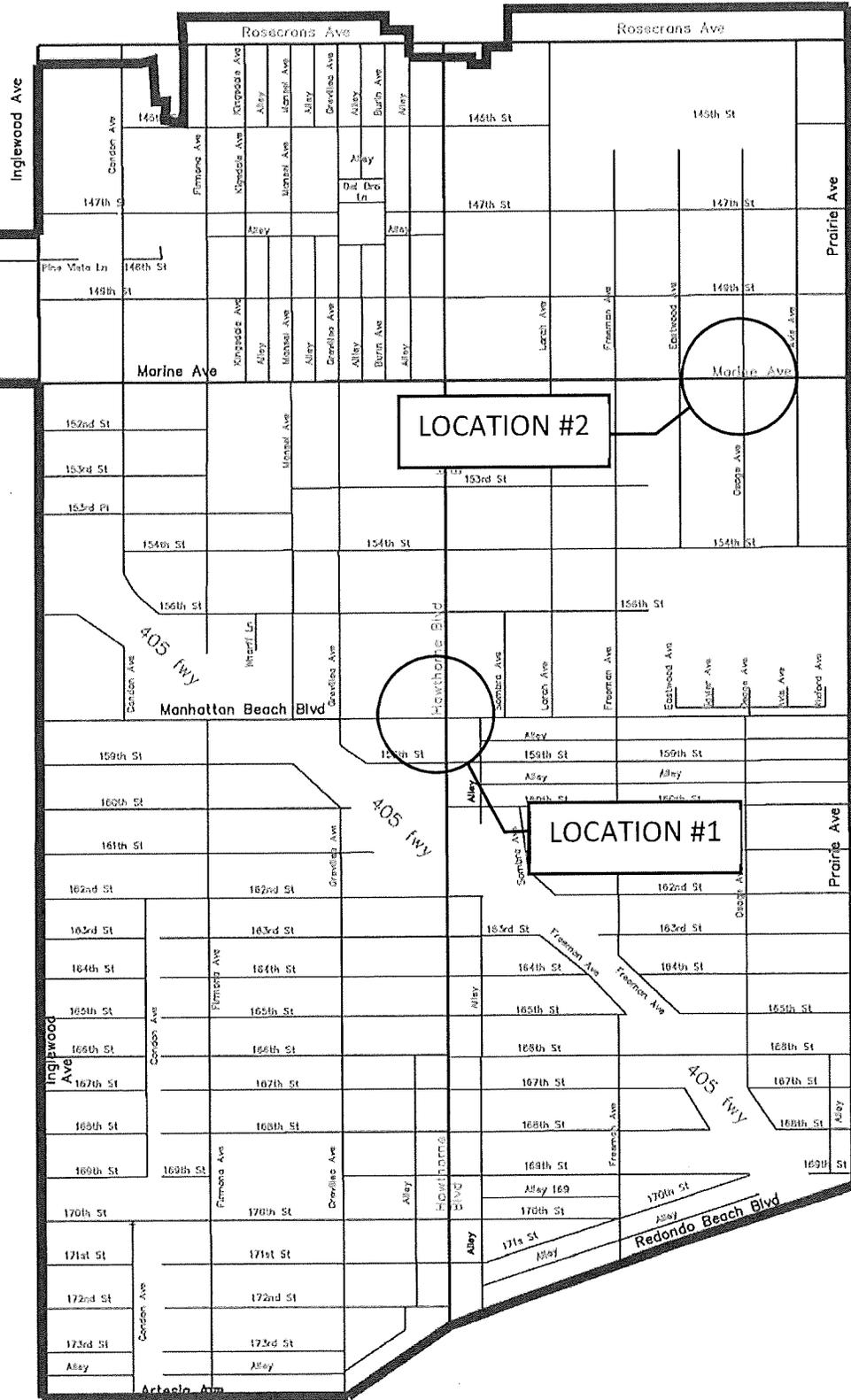
RECOMMENDATION

Staff recommends that the City Council approve the project plans and specifications, and authorize staff to bid the projects to solicit bids. The plans and specifications are filed with the City Clerk Office.

Attachment: Project Location Map



PROJECT LOCATION MAP



LOCATION #1: TRAFFIC SIGNAL MODIFICATION AT MANHATTAN BEACH BLVD & HAWTHORNE BLVD
LOCATION #2: NEW TRAFFIC SIGNAL INSTALLATION AT MARINE AVE & OSAGE AVE

RESOLUTION NO. CC-2002-008

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
APPROVING PAYMENT OF CLAIMS AND DEMANDS
IN THE SUM OF \$26,215.88**

THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

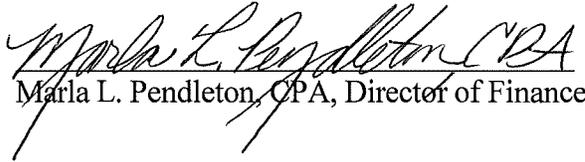
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law, and that appropriations for these claims and demands are included in the annual budget as approved by the City Council.

SECTION 3. That the claims and demands paid by check numbers 198960 through 198985 for the aggregate total of \$26,215.88 are hereby authorized.

Effective Date: February 3, 2020

Certified by:


Marla L. Pendleton, CPA, Director of Finance

PASSED, APPROVED AND ADOPTED this 3rd day of February, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

State of California)
County of Los Angeles) SS
City of Lawndale)

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2002-008 at a regular meeting of said Council held on the 3rd day of February, 2020 by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Bernadette Suarez, Mayor Pro Tem					
James H. Osborne					
Pat Kearney					
Daniel Reid					

Rhonda Hofmann Gorman, City Clerk

City of Lawndale
Summary of Audited Claims and Demands
From January 16 - 28, 2020

Claims and Demands Paid By Check:

Check Date	Check Number		Aggregate Total
	Beginning	Ending	
1/16/2020	198960	198985	26,215.88
Total Checks			26,215.88

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
Total ACH Payments			0.00

Total Audited Claims and Demands Paid **26,215.88**

Check Register Report

Date: 01/15/2020

Time: 12:35 pm

Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
198960	01/15/2020	Void	01/15/2020			Void Check	0.00
198961	01/15/2020	Void	01/15/2020			Void Check	0.00
198962	01/15/2020	Void	01/15/2020			Void Check	0.00
198963	01/16/2020	Printed		2615	A-THRONE CO., INC	PORTABLE RESTROOM 1/1-1/28/20	95.11
198964	01/16/2020	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	3,463.25
198965	01/16/2020	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN 1/18/20	125.00
198966	01/16/2020	Printed		6922	SVETLANA AVERBUKH	PAYMENT FOR SENIOR YOGA CLASS	260.00
198967	01/16/2020	Printed		0613	BERICOM IT & DESIGN	NTWK MAINT/COMPUTER SUPPORT	10,527.60
198968	01/16/2020	Printed		0179	CITY OF GARDENA	SENIOR CARE MANAGEMENT SVCS	560.00
198969	01/16/2020	Printed		7451	MICHAEL CLEMMONS	REFUND SECURITY DEPOSIT	500.00
198970	01/16/2020	Printed		7450	COAL CITY USA	REFUND SECURITY SVC DEPOSIT	2,002.23
198971	01/16/2020	Printed		1838	BALDWIN COOKE	SILKTOUCH MONTHLY PLANNERS	148.00
198972	01/16/2020	Printed		6122	PAUL ELLIS	PAYMENT FOR GUITAR CLASS	1,064.00
198973	01/16/2020	Printed		7052	AMALEA FISHER	SENIOR FITNESS YOGA CLASSES	130.00
198974	01/16/2020	Printed		5503	JA'VONDA JONES	DANCE CLASS MASCOT- HIP HOP	346.55
198975	01/16/2020	Printed		0211	L.A. NEWSPAPER GROUP	LEGAL AD 12/20/19 SEAN MOORE	1,009.54
198976	01/16/2020	Printed		0308	LOS ANGELES COUNTY	SECURITY SVC FOR COAL CITY USA	1,221.48
198977	01/16/2020	Printed		4457	Q PRESS	GRAPHIC ART SVCS FOR WINTER	850.00
198978	01/16/2020	Printed		7452	ADA G. ALVARADO ROJAS	REFUND SECURITY DEPOSIT	750.00
198979	01/16/2020	Printed		2862	MARC SALDANA	PAYMENT FOR SR. TAI CHI CLASS	390.00
198980	01/16/2020	Printed		7309	CUTBERTO SANDOVAL	REFUND SITE PLAN DEPOSIT	1,492.37
198981	01/16/2020	Printed		7132	SUPER BIRTHDAY INC	MINI EXPRESS TRAIN FOR EVENTS	125.00
198982	01/16/2020	Printed		3672-CDD	U.S. BANK	LA CNTY DOCUMENT RECORDING FEE	75.75
198983	01/16/2020	Void	01/15/2020	7453	JAMESINA WASHINGTON	REFUND SECURITY DEPOSIT	0.00
198984	01/16/2020	Printed		7454	TWALA WATERS	REFUND SECURITY DEPOSIT	750.00
198985	01/16/2020	Printed		7455	WHEN TOWORK, INC.	12MOS ONLINE PARKS SCHEDULING	330.00
Total Checks: 26						Checks Total (excluding void checks):	26,215.88
Total Payments: 26						Bank Total (excluding void checks):	26,215.88
Total Payments: 26						Grand Total (excluding void checks):	26,215.88

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
January 21, 2020**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:30 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, Councilmember James H. Osborne, Councilmember Pat Kearney

Councilmembers Absent: Councilmember Daniel Reid

Other Participants: City Clerk Rhonda Hofmann Gorman, City Manager Kevin M. Chun, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos, Administrative Analyst Grace Huizar and approximately 30 audience members.

B. CEREMONIALS

Councilmember Kearney led the flag salute and Pastor Douglas Gates, The House of Celebration Church, provided the inspiration.

C. PUBLIC SAFETY REPORT

Los Angeles County Sheriff's Department Captain Allen summarized recent law enforcement activities.

Councilmember Osborne and Mayor Pullen Miles made minor comments about the public safety report.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Gary Adams, Resident, spoke about waste hauler rates, the recently update contract agreement, and the notices that were sent out to waste hauler customers informing them of the rate increase. Mr. Adams went on to request that the City take on waste hauler operations to attempt to lower rates.
- Doris Hoffman, Resident, requested that the Citywide Christmas decorations be brought down, requested an inspection of Grevillea Avenue between 167th and 168th street, and inquired about Public Works counter staffing.
- Eddie Lopez, Resident, requested an update on a potential one-way street sign enhancements on Condon Avenue.

- Jessica Romero, Lawndale Librarian, announced the Lawndale Library would be closed for two weeks for routine maintenance and it would reopen on February 4th.
- Ivan Martinez, “My Brother’s Keeper” Peer Advocate, spoke about seed library and gardening programs offered.
- Pam London, Resident, inquired about joining other Cities in advocating against recent State legislation on housing.
- Paul Jordan, Resident, spoke about a previous issue with parking in the median and right turn issues on various streets. Mr. Jordan went on to speak about the Municipal Services Department parking lot being utilized by City employees and not residents or anyone who has City business.
- Bridgette Miller, Resident, inquired about a status update on a potential crosswalk on 145th Street/Prairie Avenue and three-way stop sign at the intersection of 145th Street and Avis Avenue.

E. COMMENTS FROM COUNCIL

The City Council and staff responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

F. CONSENT CALENDAR

1. **Motion to read by title only and waive further reading of all ordinances listed on the Agenda**
Recommendation: that the City Council approve.
2. **Consideration of Claims Against the City**
Recommendation: that the City Council (a) reject the claims filed by Nationwide Mutual Insurance Co. (As Subrogee of Vista Paints) and CNA Insurance Co (As Subrogee of Vivian Rifkin); and (b) instruct staff to process the appropriate correspondence to the claimants.
3. **Quarterly Investment Report for the Quarter Ended December 31, 2019**
Recommendation: that the City Council receive and file.
4. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2001-007, authorizing the payment of certain claims and demands in the amount of \$751,036.68.
5. **Minutes of the Lawndale City Council Regular Meeting – January 6, 2020**
Recommendation: that the City Council approve.

A motion by Councilmember Kearney to approve the consent calendar was seconded by Mayor Pro Tem Suarez and carried by a vote of 4-0, Councilmember Reid being absent.

G. PUBLIC HEARING

6. 2019 Building Electrical, Mechanical, Plumbing, Residential, Green Building Standards, and Existing Building Code Updates – Ordinance 2nd Reading

Recommendation: that the City Council adopt Ordinance No. 1167-20, updating the City of Lawndale Building Codes.

Director of Community Development Sean Moore, reported on the proposed 2019 Building Electrical, Mechanical, Plumbing, Residential, Green Building Standards, and Existing Building Code Updates.

Mayor Pullen-Miles opened the public hearing at 7:08 p.m.

The public hearing was opened and closed immediately, there being no one wishing to testify.

A motion by Councilmember Osborne to adopt Ordinance No. 1167-20, updating the City of Lawndale Building Codes was seconded by Councilmember Kearney and carried by a vote of 4-0, Councilmember Reid being absent, following City Attorney Israel's reading of the title of Ordinance No. 1167-20.

H. ADMINISTRATION

7. 2020 Refuse Service Rates Update

Recommendation: that the City Council receive and file the report and provide additional direction as may be appropriate.

Administrative Analyst Grace Huizar provided a PowerPoint presentation on 2020 Refuse Service Rates Update.

Public Comment

Gary Adams, Resident, noted that although the presentation of the rate increases was sufficient, he was not completely satisfied with the explanation. Mr. Adams requested the City Council seriously consider the City owning and operating a waste hauling enterprise.

Johnny Castro, Resident, inquired about the timing of the waste hauling bill compared to residential quarterly services.

Randal Abram, Resident, spoke in approval of the staff report and explanation regarding the waste hauler bill increases. Mr. Abram noted that he was opposed to the City owning and operating a waste hauling enterprise.

City Council reached a general consensus to receive and file the 2020 Refuse Service Rates Update report.

I. CITY MANAGER'S REPORT

City Manager Kevin M. Chun had nothing to report.

J. ITEMS FROM COUNCILMEMBERS

8. Mayor/Councilmember Report of Attendance at Meetings and/or Events

Councilmember Osborne had nothing to report.

Councilmember Kearney attended the Sheriff's Liability Trust Fund Oversight Committee meeting.

Mayor Pro Tem Suarez had nothing to report.

Mayor Pullen-Miles attended the League of California Cities monthly meeting.

K. ADJOURNMENT

There being no further business to conduct, the mayor adjourned the meeting at 7:32 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Approved: ____/____



CITY OF LAWDALE

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

DATE: February 3, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *[Signature]*

PREPARED BY: Diane Parsley, Executive Assistant *[Signature]*

SUBJECT: Southern California Association of Governments Annual Conference and General Assembly – Appointment of Voting Delegate and Alternate – May 7-8, 2020

BACKGROUND

The City Manager's staff received information from the Southern California Association of Governments (SCAG) regarding Lawndale's attendance at the annual conference and the appointment of a voting delegate, and alternate (if desired), to the general assembly.

Last year, Councilmember James Osborne attended as a SCAG Policy and Committee member and voting delegate; Mayor Pro Tem Bernadette Suarez was the voting alternate.

STAFF REVIEW

The program for the regional conference and assembly has not been made available as of the writing of this report. Based on information received from SCAG, the conference and general assembly will take place May 7-8, 2020. We expect there will be a symposium on May 6 as in previous years which may affect the date the delegate and/or alternate travels to Palm Desert, and the total cost of the trip.

Voting delegates typically consider the annual budget and ratify board officers for the coming year, and may vote on bylaws revisions and resolutions. To have a vote in the general assembly, the City must formally designate a delegate. The City may also designate an alternate in the event the delegate is unable to vote. In past years the voting has taken place on the Thursday of the conference.

SCAG provides complimentary registration and one night at the conference hotel for the City's voting delegate. The City would pay for any additional nights at the hotel, about \$150 in mileage reimbursement for use of a personal car, and a \$45 per diem for meals per day. Hotel rates at the JW Marriott Desert Springs haven't been published for the conference. We expect them to be near or slightly above last years' rates of \$229 per night, excluding taxes and resort fees. SCAG provides complimentary registration for all City Councilmembers to attend the conference and general assembly. Other expenses, such as hotel, transportation, and meals are not included by SCAG and would be covered by the City.

Councilmember James Osborne is a committee member on the SCAG Energy and Environment Committee. He has attended the conference as both a committee member and voting delegate or alternate in past years.

Below are **estimated costs** depending on who is selected as the delegate, the alternate, and if any additional Councilmembers would like to attend.

Estimated Total Costs:	<u>Voting Delegate</u> if not a SCAG Committee Member	<u>Voting Delegate</u> SCAG Committee Member James H. Osborne	<u>Voting Alternate and/or additional Councilmember attending</u>	<u>Voting Alternate</u> SCAG Committee Member (James H. Osborne)
SCAG Registration	Complimentary	Complimentary	Complimentary	Complimentary
Mileage	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Meal Per Diem	90.00	90.00	90.00	90.00
Hotel 1 st Night	300.00	Complimentary	300.00	Complimentary
Hotel 2 nd Night	300.00	300.00	300.00	300.00
Total:	\$ 840.00	\$ 540.00	\$ 840.00	\$ 540.00

- a. Confirm who will attend
- b. Confirm one voting delegate
- c. Confirm one voting alternate

FISCAL IMPACT

The adopted budget contains funding of \$1,450.00 in the City Council Department travel line item for the SCAG annual voting conference. We expect this will cover up to two attendees based on last years actual travel costs. If additional funds are needed or a third City Councilmember wishes to attend, there are savings from a previously budgeted travel item (CCCA Legislative Tour - \$1725) to cover those additional costs.

RECOMMENDATION

Staff recommends that the City Council determine: a) who will attend the SCAG annual conference, b) designate the City’s voting delegate, c) designate the City’s voting alternate (if desired), and d) allocate funding from account number 100-110-510.620, City Council travel/meetings.



CITY OF LAWDALE

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

DATE: February 3, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *[Signature]*

PREPARED BY: Kahono Oei, P.E, Public Works Director/City Engineer
Marla L. Pendleton, CPA, Finance Director *[Signature]*, CPA
Grace Huizar, Administrative Analyst *[Signature]*

SUBJECT: Approve Contract Award for Street Sweeping Services - CleanStreet

BACKGROUND

The City's street sweeping services have been provided by CleanStreet for the past 18 years. The company has been in business since 1973 and has been dependable and has provided quality service to the Lawndale community. The current contract with CleanStreet was set to expire on December 31, 2019, but the City Council approved an extension until February 28, 2020.

The agreement provides for weekly street sweeping services and debris diversion for 56 curb miles of residential streets, twice weekly services for business district streets, five times weekly along Hawthorne Blvd, once weekly services for the alleys, and bi-weekly services for the medians and City parking lots, for a total of 157.4 curb miles per week. Current services are provided at a cost of \$15,830 per month (\$189,960 annually).

STAFF REVIEW

On December 2, 2019, the City released a Request for Proposals (RFP) to ensure the procurement of the best possible service rate. On January 2, 2020, the City received one proposal from CleanStreet for an annual service rate of \$218,922 or \$18,243.50 per month. This results in a 15% service rate increase from the current contract. The increase aligns with the undeniable surge of labor, fuel and disposal costs as well as other related costs that the contractor incurs. An additional 6 hours of street sweeping service will be required after the annual Youth Parade. The cost for this additional work will be \$690 (at \$115 per hour), and is included in this agreement.

CleanStreet guarantees that 100% of the weight of the street sweeping debris collected is diverted from landfill disposal at a qualified waste diversion facility by composting, mulching or other non-landfilling methods. The annual tonnage of the diverted debris is recorded and reported as part of the City's AB939 annual diversion requirements.

LEGAL REVIEW

The City Attorney has reviewed the agreement and approved as to form.

FUNDING

Street sweeping services are funded through gas tax in the Street Maintenance division under Contract Services (201-330-530.100), which \$195,000 was budgeted in fiscal year 2019-2020. Total costs for 2019-2020 is estimated to be \$200,304 [(\$15,830 X 8 Months) + (\$18,243.50 X 4 Months) + \$690 for Youth Parade] requiring an increase in appropriations of \$5,304 for 2019-20. With additional gas tax funds being received from the State in the current year, funding is available to pay the current year increase in services. Below is the recommended budget adjustment:

Increase estimated revenue:

201-000-465-160	Gas Tax Fund – Loan Repayment Revenue	\$5,304
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Increase appropriations:

201-330-530.100	Gas Tax Fund – Street Main – Contract Services	\$5,304
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RECOMMENDATION

Staff recommends approving the Agreement with CleanStreet for Citywide street sweeping services for a three year term beginning March 1, 2020 through February 28, 2022, and increase gas tax revenue and expense budget by \$5,304 for fiscal year 2019-20.

Attachments: CleanStreet Agreement

CITY OF LAWDALE
CONTRACT SERVICES AGREEMENT FOR
STREET SWEEPING SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 1st day of March, 2020, by and between the City of Lawndale, a municipal corporation (“City”), and CleanStreet (“Contractor”). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the “Scope of Services” attached hereto as *Exhibit “A”* and incorporated herein by this reference. Contractor 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 Contractor’s Proposal. The Scope of Services shall include the Contractor’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. Contractor 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. Contractor 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 Contractor’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, Contractor warrants that Contractor (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 Contractor, 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 Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that

the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 Contractor anticipates and that Contractor 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. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor 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, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of Six Hundred Fifty-Seven Thousand Four Hundred Fifty-Six dollars (\$657,456) (“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 Contractor’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 Contractor at all project meetings reasonably deemed necessary by the City.

Contractor agrees that if Contractor 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 Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor 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 Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor 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 Contractor 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. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor'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 continue in full force and effect until completion of the services no later than February 28, 2022. However, as explained in the Exhibits, the City has the option to extend this Agreement for as many as two 1-year extensions. An amendment to this Agreement will need to be finalize any such extension.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Rick Anderson is hereby designated as being the representative of Contractor 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 Contractor 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 Contractor 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 Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

Contractor 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 Contractor.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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 Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor 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 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 represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are 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. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor 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 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 \$2,000,000 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 _____ N/A _____ insurance in an amount not less than \$ _____ N/A _____ per claim with respect to loss arising from the actions of Contractor 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 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, Contractor 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 Contractor 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.

Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible. If the Contractor'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 Contractor.

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 Contractor is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor 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, 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, Contractor 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 Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor 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. Contractor 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 Contractor, its employees, and subcontractors 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 Contractor 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. Contractor may retain copies of such documents for its own use and Contractor 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 Contractor will be at the City's sole risk and without liability to Contractor and the City shall indemnify the Contractor 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 Contractor fails to secure such assignment, Contractor 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 Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor 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, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor 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 Contractor. If termination is due to the failure of the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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; Contractor. Contractor 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. Contractor 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 Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor 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. Contractor 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 Contractor, 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 LAWNSDALE,
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

CONTRACTOR:
CleanStreet a California corporation

By:  _____
Jere Costello, Chief Executive Officer

By:  _____
Jeremiah Costello, Secretary

Address: 1937 West 168th Street
Gardena, CA 90247
Telephone: (800) 225-7316

EXHIBIT "A"

SCOPE OF SERVICES

1. DEFINITIONS. Whenever the following terms are used in this Exhibit, they shall have the following meaning:
 - a) "Alleys" means all dedicated alleys in the City of Lawndale. The City has approximately six (6) alley centerline miles.
 - b) "Business District" means that territory described as commercial, industrial or manufacturing district in the zoning map of the City of Lawndale.
 - c) "Curb-Mile" means swept path not less than five (5) feet wide for cumulative total length of 5,280 feet.
 - e) "Debris" means all litter, rubbish, leaves, sand, dirt, garbage and other foreign material removable from a paved area with a street sweeper.
 - f) "Director of Public Works" means the official designated as the Director of Public Works of the City, or any of his/her authorized representatives.
 - g) "Median Islands" means the raised portion of the street between opposing lanes of traffic.
 - h) "Parking Lots" means all City-owned parking lots. The City has eleven (11) parking lots at City-owned facilities as described on "Exhibit E". Parking lots also include the median parking along Hawthorne Boulevard. The term also applies to the School District owned parking lots at Jane Addams Middle School, Roger Anderson and William Green Elementary School.
 - i) "Regular Sweeping" means of street alleys, parking lots, median and other areas at pre-arranged scheduled intervals.
 - j) "Residential District" means that portion of the City not included within the business district.
 - k) "Streets mean all dedicated public right-of-way within the existing or future corporate limits of the City of Lawndale.

2. REGULAR SCHEDULED STREET SWEEPING.

Commencing March 1, 2020, Contractor shall furnish all labor, material and equipment necessary and shall weekly sweep, according to the current posted schedule, all existing streets, alleys, median islands, intersections and parking lots located within the present corporate limits of the City, in accordance with Exhibit "D".

Sweeping shall normally consist of a single pass over an area. Additional passes shall be made as necessary in problem areas where silt, leaves, debris, water or other conditions warrant special attention. In the event that the results of a sweeping are considered unsatisfactory by the Contract Officer, the Contractor shall sweep or clean the unsatisfactory area again at no cost to the City, within two (2) calendar days, without interruption in the regular sweeping schedule.

The aforementioned weekly scheduled street sweeping (Exhibit "E") shall be adhered to by Contractor unless deviation is authorized by the Contract Officer. The schedule is based on a five (5) days per week sweeping schedule. When deviation is authorized due to inclement weather, Contractor shall sweep the area missed as soon as weather conditions will permit. The Contractor shall perform all extra work caused by such weather without additional charge; this work shall not be considered emergency work as discussed in Exhibit "B".

Services consist of weekly street sweeping and debris diversion for 56 curb miles of residential streets, twice weekly services for business district streets; five times weekly services along Hawthorne Blvd; once weekly services for the alleys; and bi-weekly services for the medians and City parking lots, for a total of 157.4 curb miles per week.

3. ADDITIONAL SWEEPING/CLEANING OF STREETS, ALLEYS AND PARKING LOTS.

In addition to the work required above, the Contract Officer may from time to time request additional sweeping service to be compensated for at the hourly rate specified in Exhibit "C". Such requests shall be preceded by twenty-four (24) hours' notice from the Contract Officer to Contractor.

4. STREET SWEEPING EQUIPMENT

In compliance with the South Coast Air Quality Management District (AQMD) Rule 1186.1 – Less Polluting Sweeper, Contractor shall provide alternative-fuel sweepers or otherwise less-polluting sweeper for sweeping operations undertaken for the City. The Contractor shall normally use a broom type street sweeper approved by the Contract Officer, to clean the equipment used, including stand by or back up equipment, which shall not be more than five (5) years old at any time during the life of this contract or any amendment. Street Sweepers shall have a minimum five (5) cubic yard capacity. All mobile units shall be clearly marked with the Contractor's name and vehicle number and Contractor's telephone number prominently displayed for purposes of identification.

5. TRAFFIC COUNTERS

The Contractor is cautioned that, at various times and locations, portable traffic counting equipment of a type which is activated by vehicles coming in contact with a hose placed in the roadway, are used in the City. Caution shall be used by the Contractor to avoid damaging said equipment. If the Contractor, while in the performance of his contract duties, damages or causes to be damaged any of the aforementioned traffic counting equipment or appurtenances, he shall bear the entire cost of the restoration, repair, inspection, testing or replacement of said damaged equipment.

6. STANDARD OF PERFORMANCE

The primary objective of street sweeping is to pick up all leaves, paper, dirt, rocks, cans or other debris to ensure free flow of water in the gutters and maintain streets, alleys and parking lots in the state of cleanliness. The Contract Officer will make the final determination as to whether the work has been satisfactorily completed and shall order the Contractor to re-sweep or re-do in a satisfactory manner any areas the Contract Officers seems such work necessary.

7. HOLIDAYS

The Contractor is not required to sweep streets on Sundays, nor on any City holidays including the following: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day, or any additional holidays set forth in any collective bargaining agreement which may be entered between Contractor and its employees, a copy of which is to be provided to City. No modification of this holiday schedule shall be effective unless authorized in writing by the Contract Officer. Scheduled sweeping for each of the foregoing holidays shall be made up within seven (7) days after such holiday unless deviation is authorized by the Contract Officer.

8. MUNICIPAL SERVICES OFFICER-COORDINATION

The City may utilize a Municipal Services Officer to cite vehicles for parking during street sweeping hours. The Contractor shall coordinate his sweeping activities with the Municipal Services Officer. All cost for this coordination is included within the Contract Sum; no additional compensation is allowed.

9. SUPERVISION

The Contractor agrees that its performance of each of the provisions of this Agreement shall be to the standards set by the Contractor and the Contract Officer of the City to insure cleanliness, health and sanitation and that Contractor shall ensure the sweeping of streets and disposal of all sweepings in accordance with the provisions of this Agreement unless it is modified in writing by, or under the authority of, the Contract Officer. All work shall be done in a thorough and workmanlike manner in accordance with generally accepted good practices in the street sweeping industry.

10. DIVERSION/DISPOSAL OF SWEEPINGS

The Contractor shall provide for the legal disposal of all street sweepings. The Contractor shall provide for the composting and/or recycling or reuse of 100% of the street sweeping

materials by weight in accordance with Assembly Bill 939 to reduce and/or minimize solid waste generation from the street sweeping operation. Contractor is responsible for monitoring how the street sweepings will be diverted at selected facilities and for selecting alternative facilities if necessary to ensure full diversion credit. Failure to do so places the Contractor in default, and City has the option, but not obligation, to direct Contractor where to deliver the material.

11. COMPLAINTS

Complaints regarding Contractor's performance shall be transmitted to Contractor's office in writing, e-mail or via telephone and handled by Contractor's superintendent. A report shall be made promptly by Contractor and given back to the Contract Officer. Repeat complaints may be handled by joint visit to the site by a City Inspector and the Contractor's Superintendent. All complaints are to receive a follow-up response within a twenty-four (24) hour period after Contractor has been notified.

12. DIVERSION REPORTS

In addition to performance of services reports required by the Contract Officer, Contractor shall prepare and submit a report documenting tonnage of street sweeping debris collections delivered to each facility and copies of weight tickets for each load. Reports shall be submitted for each calendar quarter and shall be provided to the City by the 20th of the month following the end of the calendar quarter.

13. FEES AND GRATUITIES

Contractor shall not, nor shall it permit, any agent, employee or subcontractor employed by it to request, solicit, demand or accept, any compensation or gratuity for the sweeping of streets as herein defined, except such compensation as may be provided by this Agreement or as herein permitted.

14. CHANGE

The Contract Officer may at any time, by written order, direct that changes may be made in the work, specifications and route schedules relating to this Agreement. If any such changes cause an increase or decrease in the cost of, or the time required for performance of this Agreement, an equitable adjustment shall be made in Contractor's compensation or street sweeping schedule, or both; and this Agreement shall be modified in writing accordingly and approved by both parties hereto. Any claim by Contractor for any adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Contractor of the notification of such changes, or such claim for adjustment shall be waived. Nothing in this paragraph shall excuse Contractor from proceeding with the performance of its obligations hereunder as so changed.

15. CONTRACTOR STAGING AREA

Contractor is responsible for securing an area for staging equipment and vehicles used to perform all services required under the Agreement at Contractor's sole cost. The City will not provide an area for staging. Contractor shall not stage equipment or vehicles at the Public Works Yard or on other City-owned property.

EXHIBIT "B"

SPECIAL REQUIREMENTS

1. SURETIES AND INSURANCE

Contractor shall provide the City with an annual Faithful Performance Bond and a Labor and Material Bond (Payment Bond) in a form an amount approved by the City within fifteen (15) days from the date of written notice of the award of this Agreement as described in the Request for Proposal for Sweeping/Cleaning of Streets, Alleys and Parking Lots. At least thirty (30) days prior to the commencement of the second year of services to be provided under this Agreement, and each year thereafter that this Agreement shall be in effect, Contractor must provide the City with copies of the new annual Performance and Payment Bonds in the same amounts as required above and otherwise meeting the conditions of this section.

The **Faithful Performance Bond** shall be in the sum of not less than \$_____. The **Payment Bond** shall be in the sum of not less than \$_____. In addition to the requirements above, the bonds must comply with the requirements set forth in the Agreement.

The payment bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. **The payment bond shall be unconditional.**

All insurers and sureties must be rated A or better according to the most recent A.M. Best Co. Rating Guide. The selected Contractor shall deliver, concurrently with execution of this Agreement and delivery of said payment bond and performance bond, to the City the following documents:

- (a) A copy of the "Certificate of Authority" of the Insurer or Surety issued by the Insurance Commissioner, which authorizes the Insurer or Surety to transact surety insurance in the State of California; or
- (b) A certificate from the Clerk of the County of Los Angeles that the "Certificate of Authority" of the Insurer or Surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event the "Certificate of Authority" of the Insurer or Surety has been suspended, that renewed authority has been granted.

Failure of Contractor to deliver these documents by the time of execution of this Agreement shall require the City to refrain from entering or continuing the Agreement, as applicable, as Contractor will be deemed to have failed to ensure the sufficiency of the Insurer or Surety to the satisfaction of the City, as required by the provisions of the Bond and Undertaking Law, Code of Civil Procedure 995.660.

Upon receipt of any bonds, City shall contact the bond company to verify the bond's validity.

2. CONTRACTORS EMPLOYEES

A. Work Force, Background Checks

The parks and parking lots at Jane Addams, Rogers/Anderson, and William Green schools, which will be part of the work provided pursuant to this contract with the City, are owned by the Lawndale Elementary School District. Contractor hereby warrants that she/he and all employees or agents of Contractor who may provide services pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from contact with children. In addition, Contractor agrees to provide City with Live Scan fingerprints and the related criminal background check for each employee or agent of Contractor who may provide services pursuant to this Agreement.

B. Uniforms and Clothing

The Contractor's employees shall wear uniform shirts that have the Contractor's company name and the employee's first name clearly displayed on the shirt while providing the services required under this Agreement. All shirts worn by Contractor's employees shall be of the same color, material and style and shall have a neat and clean appearance.

C. Emergency Services

Contractor shall provide the City with the names and telephone numbers of at least two (2) contacts who can be called by City representatives when emergency conditions occur. Such work shall be performed for additional compensation unless the emergency condition is created as a result of Contractor's negligence. Emergency work does not include work required as the result of the weather as described above. Emergency work will be compensated at the hourly rate established in Exhibit "C". The City shall call for such assistance only in the event of a genuine and substantial emergency. Upon notification by the City of emergency conditions, the Contractor shall arrive to the site and report status within one (1) hour and Contractor shall charge a maximum of one (1) hour personnel response time for any response to an emergency call requiring a representative of Contractor to travel to the City.

3. LEVEL OF MAINTENANCE

(A) All work shall be performed in accordance with the Schedule of Performance (Exhibit "D") so as to maintain the aesthetic appearance, safety, and usefulness of the streets, alleys, medians, and parking lots.

(B) The City shall make routine inspections of all streets, alleys, and parking lots included in this Agreement and shall advise Contractor of any deficiencies noted. The results of each inspection shall be recorded and retained for reference.

The Contractor shall compensate the City for all time required for any re-inspection and related supervision by the City's Public Works Inspector as a result of noted deficiencies at a rate including actual time, fringe benefits, and mileage costs incurred by the City.

(C) Notices and penalties for non-performance are set forth as follows:

1) Deficiency Notice: The Contractor is required to correct deficiencies within one (1) working day after notification by City.

2) Withholding of Payment: Provided work under the Deficiency Notice has not been completed by Contractor, payment for addressing the subject deficiency shall be withheld until the deficiency is corrected or remedied by the City. Such costs shall be determined by the City based on a percentage of the item cost per month for the area in question, using the cost for that task.

3) City's Right to Correct Deficiency: One (1) working day after issuing a Deficiency Notice to Contractor, City shall re-inspect the noted deficiency to verify whether the deficiency has been corrected to the satisfaction of the City. If the deficiency is not corrected the City may correct the deficiency and shall receive a bill credit for the costs incurred to do so.

4. Description of Deficiencies

- Performance deficiency. Examples include: failure to comply with conditions, specifications, reports, schedules and/or directives from the Contract Officer or City Engineer. Deduction may be based upon costs provided by the Contractor on the Bid Worksheets submitted at the time of bid or as deemed appropriate by the City's Representative.
- Failure to provide adequate equipment in compliance with City specifications and/or as requested by the City's Representative.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

1. The City shall pay the Contractor \$18,243.50 per month for the scope of work.

2. The City shall pay the Contractor an additional sum at the rate of \$24.00 per hour per street sweeper for any special street sweeping service requested by the city and performed by the Contractor; provided, however, that said hourly rate shall only apply to actual street sweeping time and shall not apply to the Contractor's travel time to and from the designated work site. The minimum work order for additional work shall be one (1) hour in any one (1) day. After that initial hour, the time will be billed in increments of six minutes (0.1 hours).

3. Failure to Perform Required Work – Deductions. In the event the Contractor fails to complete the sweeping in a satisfactory manner, as required by this Agreement, because of equipment breakdown or reasons other than inclement weather, the City may deduct from the monthly compensation due to the Contractor the amount per curb mile which is unsatisfactorily performed at the rate specified in Section 2 of this Exhibit.

Failure to provide adequate equipment in compliance with City specifications and/or as requested by the City's Representative. May result in a deduction of up to \$250 per instance per workday.

As set forth in Exhibit "B", when a deficiency is not corrected the City may correct the deficiency and shall receive a bill credit for the costs incurred to do so.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of this Agreement is 36 months commencing March 1, 2020. The City may, in its sole discretion, elect to extend this Agreement for as many as two 1-year extensions. To exercise this option, the City must give written notice to the Contractor at least six months before the expiration of the term of the City's desire to extend the Agreement. Any extension of this Agreement must be in a writing approved by the City's City Council. In any contract extension Contractor may request an increase based on the increase in California Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, Los Angeles County.

The regular scheduled street sweeping shall be provided as follows:

- a) Streets in the residential district shall be swept once (1) a week in accordance with the schedule provided by the Director of Public Works. Residential areas are swept from 8:00 a.m. to 1:00 p.m., Monday through Friday. [Approximately fifty-six (56) curb miles].
- b) Hawthorne Boulevard shall be swept five (5) times a week between the hours of 2 a.m. to 6 a.m. [Approximately four (4) curb miles].
- c) Streets in the business district (with the exception of Hawthorne Blvd.) shall be swept twice (2) each week in accordance with the schedule provided by the Director of Public Works. [Approximately eleven (11) curb miles].
- d) Alleys shall be swept once (1) a week according to the schedule provided by Director of Public Works. [Approximately five (5) curb miles]
- e) Median islands shall be swept once (1) every other week according to the schedule provided by the Director of Public Works. [Approximately six (6) curb miles].

- f) Parking lots shall be swept once (1) every other week according to the schedule provided by the Director of Public Works.
- g) Sweeping along signed routes shall be completed during hours and on the days posted. Sweeping shall not commence along a sign route until ten (10) minutes after the time posted for the sweeping period.

EXHIBIT "E"
CITY-OWNED PARKING LOTS

City of Lawndale--Sweeping/Cleaning of Streets, Alleys and Parking Lots							
<i>City-Owned Parking Lots</i>							
<u>No.</u>	<u>Name</u>	<u>Description</u>	<u>Address</u>	<u>(Sq. Ft.)</u>	<u>No. of Parking</u>	<u>Spaces</u>	
1	City Hall Parking Lot	Parking lot to the south of City Hall	14717 Burin Avenue	11,000	30		
2	City Hall Parking Lot	Parking Lot to the east of City Hall	S/W Corner of 147th and Burin	17,700	40		
3	Community Center Structure	Parking structure (8'-2" clearance) and adjacent driveway	14700 Burin Avenue	12,625	50		
4	Annex Parking Lot	Parking lot north of Del Oro Ave. and west of Burin Ave.	N/W Corner of Del Oro Ave./Burin Ave. S/E Corner of Marine Ave./Firmona Ave.	3,000	7		
5	Jane Addams Park Parking Lot	Parking lot north of Jane Addams Park		14,000	37		
6	William Green Park Parking Lot	Parking lots to the north of William Green Park	S/E Corner of 168th St./Firmona Ave.	16,000	37		
7	William Green Park Parking Lot	Parking lot to the west of William Green Park	168th Street	8,000	20		
8	Roger Anderson Park Parking Lot	Parking lot to the south of Rogers Anderson Park	4167 Manhattan Beach Blvd.	33,000	37		
9	Public Works Yard Parking Lot	Parking lot at the Public Works Yard	4722 Manhattan Beach Blvd.	26,000	40		
10	Community Center North Pkg Lot	Parking lot on Grevillea Avenue	14616 Grevillea Avenue	1,900	7		
			Subtotal:	143,225	305		
11	Burin House Parking Lot	Parking lot to the south of Community Center	14700 Burin Avenue	4,800	6		
		Parking lots along Hawthorne Boulevard in median islands					
12	Hawthorne Blvd. Parking Lots		Hawthorne Bl. From Rosecrans Ave. to Redondo Beach Blvd.	248,000	238		
			Total:	391,225	543		



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

DATE: February 3, 2020
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *mrc*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.



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

DATE: February 3, 2020

TO: Honorable Mayor and City Council

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

SUBJECT: Conference with Legal Counsel – Anticipated Litigation (Metropolitan Transportation Authority relating to the Green Line Extension to Torrance Project)

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