



CITY OF LAWNDALE

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

AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, July 6, 2020 - 6:30 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.

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

Items 1 through 7, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

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. **Plans and Specifications for the Inglewood Ave. Street Improvement Project Phase 1 from Marine Ave. to Manhattan Beach Blvd.**
Recommendation: that the City Council a) approve the project plans and specifications
b) Authorize staff to solicit bids for construction contract.
3. **Los Angeles County Metro, National Transit Database MOU, FY 2016-17 and FY 2017-18**
Recommendation: that the City Council (a) approve both Memorandums of Understanding for FY 2016-17 and 2017-18 with the Los Angeles County Metropolitan Transportation Authority to accept \$68,627.00 of Proposition A eligible local return funds; and (b) authorize the Mayor or City Manager to execute the MOUs on behalf of the City.
4. **Senior Congregate Meals and Senior Case Management Services Agreements**
Recommendation: that the City Council approve the Contract Services Agreements between the City of Lawndale and the City of Gardena for both the Congregate Meals Program and the Senior Case Management agreements for a three year term beginning retroactively on July 1, 2020 and extending through June 30,2023.
5. **Professional Services Agreement with Michael Baker International (MBI) for CDBG Administration and Labor Compliance Services**
Recommendation: that the City Council approve the Contract Service Agreement with Michael Baker International (MBI) for CDBG Administration and Labor Compliance Services, for a not-to-exceed total amount of \$49,327 for Fiscal Year 2020-2021.
6. **Accounts Payable Register**
Recommendation: that the City Council adopts Resolution No. CC-2007-037 authorizing the payment of certain claims and demands in the amount of \$914,988.17.
7. **Minutes of the Lawndale City Council Regular Meeting – June 15, 2020**
Recommendation: that the City Council approve.

G. ADMINISTRATION

8. **Update on the Use of the Best Western Hotel and the Baymont Inn as a Temporary Homeless Shelter through “Project Roomkey”**
Recommendation: that the City Council receive and file this report, and provide direction to staff as appropriate.
9. **South Bay Fiber Network (SBFN) Letter of Intent**
Recommendation: that the City Council authorizes the City Manager to execute and submit the letter of intent to the South Bay Cities Council of Governments for participation in the South Bay Fiber Network.

10. **Amendment to Council Policy 102-18 – Parkway Design Policy Guidelines**
Recommendation: that the City Council adopt Resolution No. CC-2007-038, amending City Council Policy No. 102.18 – Parkway Design Policy Guidelines.
11. **Award of Construction Contract to DBX, Inc., for Traffic Signal Installation and Modification Projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue**
Recommendation: that the City Council (a) adopt the plans, specifications and working details for Traffic Signal Installation and value engineering modification for the project at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue; (b) award construction contract in the amount of \$907,021 to DBX, Inc., for the project; (c) approve a ten (10%) contingency of \$90,702 to avoid project delays and facilitate timely project completion; and (d) approve engineering services in the amount of \$10,000 for construction support.
12. **Updating Lawndale Municipal Code Section 16.04.070 to clarify the City Engineer’s Authority to Approve Final Maps**
Recommendation: that the City Council approve the first reading to introduce Ordinance 1173-20, which would update Lawndale Municipal Code Section 16.04.070 to clarify the City Engineer’s Authority to Approve Final Maps.

H. CITY MANAGER'S REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

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

J. CLOSED SESSION

14. **Conference with Labor Negotiator**
The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.
15. **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 Best Western Plus South Bay Hotel, Baymont Inn, and the County of Los Angeles.
16. **Public Employee Performance Evaluation**
The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, July 20, 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 July 6, 2020 was posted not less than 72 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: July 6, 2020
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *ML*
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.



CITY OF LAWDALE

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

DATE: July 6, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KMChun*

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

SUBJECT: Approve the Plans and Specification for the Inglewood Avenue Street Improvement Project Phase 1 from Marine Avenue to Manhattan Beach Boulevard

BACKGROUND

Inglewood Avenue is a major highway that runs north and south providing access to the I-405 Freeway and connects to several major highway systems that transports average daily traffic of 54,000 commuters to surrounding South Bay cities. Over the years, the roadway pavement on Inglewood Avenue has deteriorated due to its large traffic volume. Hence, the City has budgeted and scheduled for the maintenance work on Inglewood Avenue in several phases.

In March 2019, the City Council awarded the Phase 3 of the Inglewood Avenue Street Improvement Project construction contract to Excel Paving Company. Phase 3 was on a fast track construction schedule in order to meet the deadline of the project funding agreements between the City and Metro. In October 2019, the Phase 3 Project was completed.

In December 2019, G&A Consulting Civil Engineers, Inc., completed the plans and specifications for the Phase 1 of the Inglewood Avenue Street Improvement Project from Marine Avenue to Manhattan Beach Boulevard. The final revised project plans and specifications were reviewed and approved by staff in May 2020.

STAFF REVIEW

The scope of Phase I includes the pavement rehabilitation by cold milling and asphalt overlay, reconstruction of A.D.A. ramps, driveway approaches, sidewalk, striping and pavement markings, replacement of streets signs, utility adjustments to grade, and other related appurtenances. In addition, this project includes traffic signal upgrade at the intersection of Inglewood Avenue and I-405 freeway. In order to complete traffic signal work, it is essential for the City and contractor to coordinate securing a Caltrans right-of-way encroachment permit.

Inglewood Avenue is a shared street between the cities of Redondo Beach and Lawndale. The original scope of the work for Phase I was to include the traffic signal upgrades at the intersection of

Inglewood Avenue and Manhattan Beach Boulevard. However, after several meetings with the City of Redondo Beach, they agreed to include the traffic signal upgrades as well as the pavement rehabilitation from the intersection of Inglewood Avenue and Manhattan Beach Boulevard to the south of railroad tracks as a part of their Capital Improvement Project. In exchange, the City of Lawndale will complete the portion of the pavement rehabilitation on Inglewood Avenue from Marine Avenue to the north of railroad tracks which lies within the City of Redondo Beach.

LEGAL REVIEW

The project specifications are based on the template which has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

Full funding for this project is available in Prop C 25 Grants, and Prop C Funds. The following is the breakdown for the estimated construction costs and the funding sources.

Project Cost Estimate:

Construction Estimate:	\$ 995,000.00
20% Contingency:	<u>\$ 199,000.00</u>
Total Amount:	\$1,194,000.00

Available Funds:

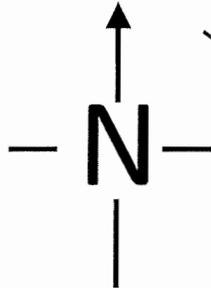
Prop C 25 Grants	Account No. 240-310-700.151	\$1,113,000.00*
Prop C Funds	Account No. 207-310-700.151	<u>\$ 81,000.00</u>
Total Amount:		\$1,194,000.00

*Budget adjustment will be required from Account No. 240-310-700.263 at the time of contract award.

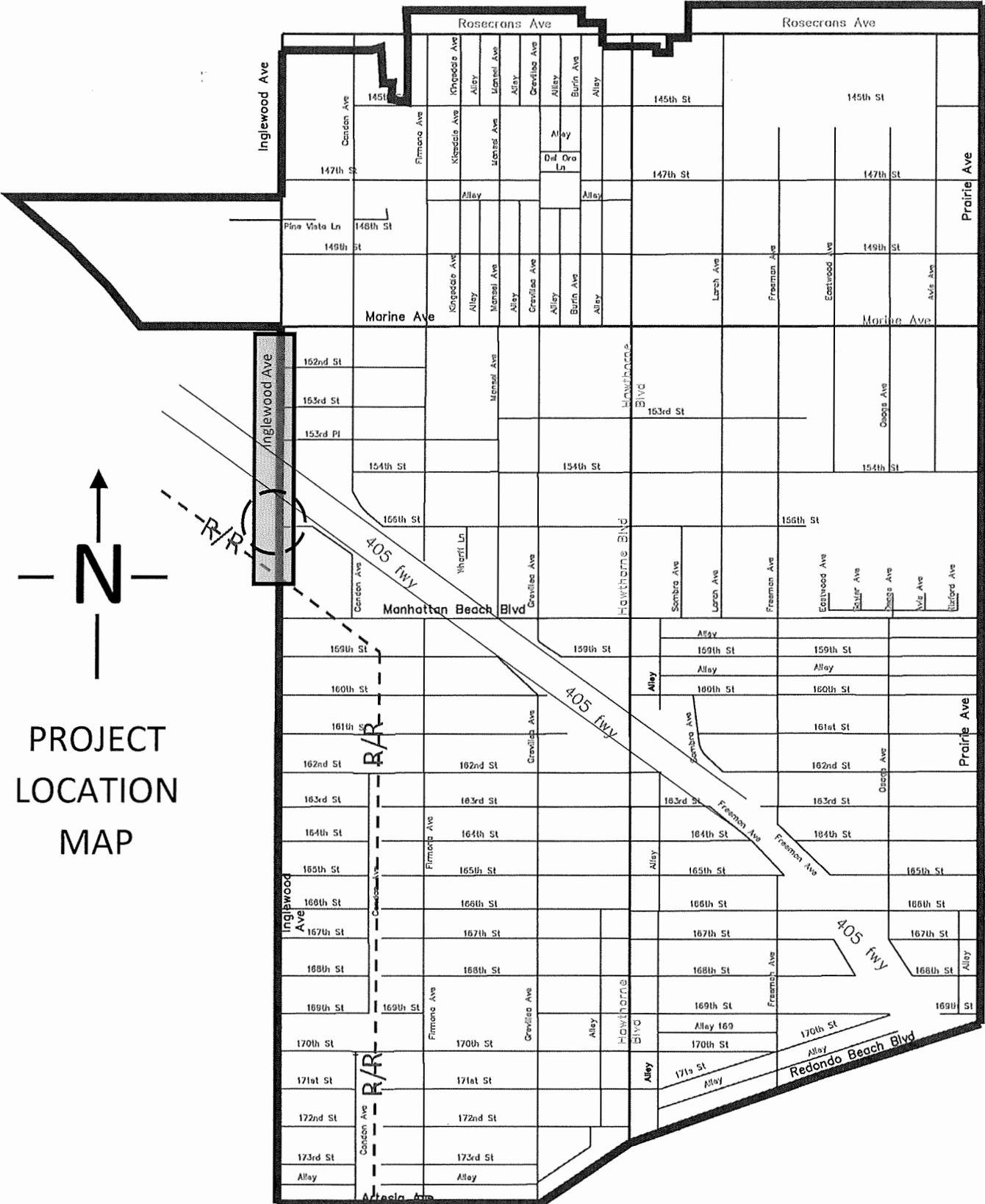
RECOMMENDATION

Staff recommends that the City Council approve the project plans and specifications and authorize staff to solicit bids for construction contract. The plans and specifications are filed with the City Clerk's Office.

Attachment: Project Location Map



PROJECT
LOCATION
MAP



 PROPOSED STREET IMPROVEMENT

 PROPOSED TRAFFIC SIGNAL UPGRADE



CITY OF LAWNDALE

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

DATE: July 6, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Mike Estes, Director of Community Services 

SUBJECT: Memorandum of Understanding to Accept Local Return Funds for Participation in the National Transit Database Reporting Program for FY 2016-17 and FY 2017-18

BACKGROUND

Since 2009, the City has participated in the Los Angeles County Metropolitan Transportation Authority (Metro) National Transit Database (NTD) reporting program. The NTD program is a discretionary incentive grant program in which the City reports key statistical data for the City's Lawndale Beat Fixed-Route Transportation system to Metro in exchange for Proposition A local return funds. The NTD results, which measure the effectiveness of local transportation programs, are reported to the Federal Transit Administration (FTA) each year and the data is used to allocate federal dollars for transportation-specific funding.

STAFF REVIEW

In October of 2017 and 2018, the City completed successful audits of the Lawndale Beat Fixed-Route Transportation system for FY 2016-17 and FY 2017-18. The results of both audit produced no findings and the applicable closeout letters from FTA are attached..

As a result, the City has been awarded \$34,733.00 by Metro for its successful audit of Lawndale Beat operations for FY 2016-17. In addition, the City has been awarded \$33,894.00 by Metro for its successful audit of Lawndale Beat operations for FY 2017-18. In total, the City will be awarded \$68,627.00 for being compliant with the Federal Transit Administration (FTA)

The funds received from Metro are strictly Proposition A eligible funds and must be spent on Proposition A eligible projects such as: bus stop improvements, bus benches, bus shelters, trash receptacles, route signage, operational expenses and vehicle upgrades.

The attached Memorandums of Understanding (MOU) are being received at this time because the award of funds lags approximately two to two and a half years after the date of the respective fiscal year audit(s).

The City will continue to participate in the NTD reporting program in future years, and as long as the funding continues to be available.

LEGAL REVIEW

The City Attorney has reviewed the attached MOUs and has proved them as to form.

FISCAL IMPACT

No funding is required.

RECOMMENDATION

Staff recommends that the City Council: 1) approve both attached Memorandums of Understanding for FY 2016-17 and 2017-18 with the Los Angeles County Metropolitan Transportation Authority to accept \$68,627.00 of Proposition A eligible local return funds; and 2) authorize the Mayor or City Manager to execute the MOUs on behalf of the City.

Attachments:

Memorandums of Understanding for Collecting and Reporting Data for the National Transit Database and Federal Transit Administration Close Out Letter for FY 2016-17.

Memorandums of Understanding for Collecting and Reporting Data for the National Transit Database and Federal Transit Administration Close Out Letter for FY 2017-18.

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2017**

This Memorandum of Understanding (MOU) is entered into as of July 1, 2019 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lawndale (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 21, 2018 meeting, LACMTA approved the Fiscal Year FY 2018-19 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2016-17; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2016-17 and has voluntarily submitted NTD data to the LACMTA for FY 2016-17 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2016-17 Report Year (the "Project"); and

WHEREAS, on April 9, 2019, the Federal Transit Administration (FTA) published in the Federal Register the FY 2018-19 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2019**, through **June 30, 2023** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2016-17 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2016-17 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2018**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2016-17 NTD statistics. LACMTA shall pay the City for submitting the FY 2016-17 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 80,762 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.4239291 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **\$34,733** in order to receive its payment described above.

3.2 **INVOICE BY CITY:**

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAILAWN19000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to AUDIT as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)
- 7.1 City's Address:
Lawndale
Lawndale Community Services Department: 14700 Burin Ave.,
Lawndale, CA 90260
Attn: Mike Estes
MEstes@lawndalecity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:
City of Lawndale

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 

Legal Counsel

By: 

Deputy

Date: _____

Date: 3/16/2020



US Department
of Transportation
**Federal Transit
Administration**

National Transit Database

1200 New Jersey Avenue SE
East Building E-52
Washington, D.C. 20590

2/21/2018

Mr. Mike Estes
Director of Community Services
City of Lawndale
14717 Burin Avenue
Lawndale, CA, 90260

Re: NTD ID 90280
Primary UZA 2 - Los Angeles-Long
Beach-Anaheim, CA
Closeout Letter
2017 Report Year

Dear Mr. Estes:

FTA is closing the 2017 National Transit Database (NTD) Urban Report Year. FTA accepts your 2017 report and any data revisions for the database.

You have certified that your agency operates 30 or fewer vehicles in annual maximum service and are reporting as a Small Systems Waiver agency. Use of this waiver does not affect your eligibility to receive Urbanized Area Formula Program Grants. Please note that this waiver means that passenger miles traveled data will not be available for use in the Urbanized Area Formula (UAF) Apportionment. If your local urbanized area has more than 200,000 in population, this may reduce your local urbanized area's UAF apportionment. If your local urbanized area has fewer than 200,000 in population, this may impact your local urbanized area's eligibility for Small Transit Intensive Cities (STIC) funds in the UAF apportionment. You should notify the appropriate local officials and organizations regarding the use of this waiver.

If you have any questions, please contact **Jason Kaspick**, your Validation Analyst, at 434-218-0834. We appreciate your efforts in reporting to the National Transit Database and value your contributions to a useful and accurate database for all users. We look forward to working with you in the next report year.

Sincerely,

Maggie Schilling
NTD Program Manager

cc: Regional Administrator, IX
Ms. Lina Parten, Transit Supervisor

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2018**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2020 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lawndale (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 20, 2019 meeting, LACMTA approved the Fiscal Year FY 2019-20 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2017-18; and

WHEREAS, the City has voluntarily submitted their FY2017-18 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2017-18 Report Year (the "Project"); and

WHEREAS, on February 9, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2019-20 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from May 1, 2020, through June 30, 2023 at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2017-18 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2017-18 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before October 31, 2018;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2017-18 NTD statistics. LACMTA shall pay the City for submitting the FY 2017-18 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 77,378 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.438026446 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **\$33,894** in order to receive its payment described above.

3.2 **INVOICE BY CITY:**

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAILAWN20000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to AUDIT as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
Lawndale
Lawndale Community Services Department: 14700 Burin Ave.,
Lawndale, CA 90260
Attn: Mike Estes
MEstes@lawndalecity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:
City of Lawndale

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel


By: _____
Legal Counsel

By: 
Deputy

Date: _____

Date: 5/20/2020



US Department
of Transportation
**Federal Transit
Administration**

National Transit Database

1200 New Jersey Avenue SE
East Building E-52
Washington, D.C. 20590

2/12/2019

Mr. Mike Estes
Director of Community Services
City of Lawndale
14717 Burin Avenue
Lawndale, CA, 90260

Re: NTD ID 90280
Primary UZA 2 - Los Angeles-Long Beach-
Anaheim, CA
Closeout Letter
018 Report Year

Dear Mr. Estes:

FTA is closing the 2018 National Transit Database (NTD) Urban Report Year. FTA accepts your 2018 report and any data revisions for the database.

Our review of your Independent Auditor's Statement for Financial Data (IAS:FD) for Report Year 2018 indicates that your financial statements and reporting forms conform with the NTD Uniform System of Accounts. Please note that you are required to submit a new IAS:FD in Report Year 2028, unless FTA notifies you or you make a change to your system of accounts and records. Until you submit your next required IAS:FD, your Chief Executive Officer must certify annually that you are still using the accounting and reporting system originally reviewed by the Independent Auditor for Report Year 2018.

You have certified that your agency operates 30 or fewer vehicles in annual maximum service and are reporting as a Small Systems Waiver agency. Use of this waiver does not affect your eligibility to receive Urbanized Area Formula Program Grants. Please note that this waiver means that passenger miles traveled data will not be available for use in the Urbanized Area Formula (UAF) Apportionment. If your local urbanized area has more than 200,000 in population, this may reduce your local urbanized area's UAF apportionment. If your local urbanized area has fewer than 200,000 in population, this may impact your local urbanized area's eligibility for Small Transit Intensive Cities (STIC) funds in the UAF apportionment. You should notify the appropriate local officials and organizations regarding the use of this waiver.

If you have any questions, please contact **Mitchell Fatz**, your Validation Analyst, at 434-288-1919. We appreciate your efforts in reporting to the National Transit Database and value your contributions to a useful and accurate database for all users. We look forward to working with you in the next report year.

Sincerely,

Ursula Wright
Senior NTD Program Analyst

cc: Regional Administrator, IX
Ms. Lina Parten, Transit Supervisor



CITY OF LAWDALE

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

DATE: July 6, 2020
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
PREPARED BY: Mike Estes, Director of Community Services 
SUBJECT: Senior Congregate Meals and Senior Case Management Agreements

BACKGROUND

For many years, the City of Lawndale has contracted with the City of Gardena to provide two significant service programs for seniors: 1) senior congregate meals; and 2) case management. The programs are covered under two separate agreements. The proposed contracts are for a term of three years each, commencing retroactive to July 1, 2020 and expiring on June 30, 2023.

STAFF REVIEW

Congregate Meals Program:

The Congregate Meals program, which is essentially a County of Los Angeles program administered by the City of Gardena, takes place each Monday through Friday at 12:00 p.m. in the Harold E. Hofmann Community Center. The hot meals are delivered to the City by the County of Los Angeles' food services vendor. Subsequently, the temperature is maintained and the meals are plated by the lunch program staff and served to the lunch participants.

Since March 13, 2020, however, the program has been shifted to a frozen meals program delivered by Community Services staff to those on the distribution list on each Monday and Thursday due to the COVID-19 pandemic. Those that were regulars in the Senior Congregate Meals program before the pandemic began, and those that have expressed an interest in participating in the meals delivery portion of the program will continue to receive meals on Mondays and Thursdays until the program returns to its original form.

The program is operated on a suggested donation basis. Senior lunch participants are encouraged, but not required, to pay the suggested donation of \$2.25 per meal, while an adult guest of a senior participant can purchase a meal for \$4.00. All meals must be pre-ordered no less than 24 hours in advance via telephone or on site when the onsite congregate meals program is operational. After lunch each day, the donations are counted and forwarded to the City of Gardena which uses the funds to offset the costs associated with providing meals.

Case Management Program:

The senior Case Management program began in Lawndale in 1997. The program is administered by the City of Gardena Senior Citizen's Bureau and takes place in the Harold E. Hofmann Community Center each Thursday between 11:00 a.m. and 3:00 p.m. The program offers private and confidential one-on-one assistance by a trained and experienced case management professional. Appointments are made on a first come, first served basis to those who qualify.

The case management services offered to the City through the City of Gardena have been valuable to not only the seniors living in Lawndale, but the surrounding communities as well. Seniors are able to obtain advice and gain assistance on a wide variety of personal issues. Although there are many different areas in which the professional case worker can help a senior, the areas in which needs are generally addressed fall into four categories:

- Comprehensive assessment of client's psychological and health needs;
- Individualized care planning;
- Service authorization/arrangement through coordination of existing community resources; and
- Periodic monitoring and revision of each client's care plan.

The contractual obligation for one hour of professional case work is \$40.00. The number and length of the sessions can vary extensively, but are generally limited to one hour per visit. While some appointments can be concluded in one hour or less, others may be more complicated and can take approximately one hour per week extending over a number of weeks.

The agreement authorizes case management services to be provided by one professional case worker for an average of three and a half hours per week, or approximately 182 hours per year. The attached agreement limits the total amount that the City of Lawndale will be billed by the City of Gardena to \$7,500.00 for each of the three fiscal years, for a total contractual amount of \$22,500.00 during the term of the agreement. The new agreement has a three year term which commences retroactively on July 1, 2020 and expires on June 30, 2023.

LEGAL REVIEW

The City Attorney has reviewed the attached agreements and approved them as to form.

FISCAL IMPACT

There is no funding required for the Senior Congregate Meals program, however, funding for the Case Management Program for FY 2020-21 will be provided by Community Development Block Grant (CDBG) funding.

RECOMMENDATION

Staff recommends that the City Council approve the Contract Services Agreements between the City of Lawndale and the City of Gardena for both the Congregate Meals Program and the Senior Case Management agreements for a three year term beginning retroactively on July 1, 2020 and extending through June 30, 2023.

Attachments: Agreement for Senior Congregate Meals Program
Agreement for Senior Case Management Services

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
SENIOR CASE MANAGEMENT SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2020, by and between the City of Lawnsdale, a municipal corporation (“City”), and City of Gardena, a municipal corporation (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. Consultant will perform the work or services set forth in the “Scope of Services” attached as *Exhibit “A”* and incorporated herein by reference in compliance with all of the terms and conditions of this Agreement. Consultant warrants that all work or services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, are set forth in the “Special Requirements” attached 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 *Exhibit “B”* will govern.

1.2 Compliance With Law. All work and services rendered under this Agreement will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant will obtain, at its sole cost and expense, all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Two Thousand Five Hundred dollars (\$22,500.00) (“Contract Sum”).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant will be paid as further described in Exhibit “C”.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Stephany Santin, Director of Recreation and Human Services is designated as the Consultant’s representative authorized to act on its behalf with respect to this Agreement and to make all decisions necessary in connection with this Agreement. Consultant may designate a substitute representative by providing written notice to City’s Contract Officer.

3.2 Contract Officer. The City's City Manager is designated as the City's representative authorized to act on its behalf with respect to this Agreement and to make all decisions in connection this Agreement ("Contract Officer"). The City may designate a substitute Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant may not contract with any entity to perform in whole or in part the work or services required under this Agreement without the written approval of the City. Neither this Agreement nor any interest in the Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor 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. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor 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 Contractor 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 Contractor or any staff used to provide services under this Agreement are employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant must 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 must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must 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. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(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 must include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must 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 the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may 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 4.1 must 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 will 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 must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 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 agrees to 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 or subcontractors (or any entity or individual for which Consultant bears 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 agrees to 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, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on July 1, 2020 and continue in full force and effect until July 1, 2023.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction.

6.0 MISCELLANEOUS

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

6.2 Non-liability of City Officers and Employees. No officer, employee, or agent of the City will 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.

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent 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, directly or indirectly, interested, in violation of any

state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must 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, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will 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.

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will 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.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will 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 will 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 will not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or make 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, will be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties 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 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:
City of Gardena, a municipal corporation

By: _____
Name: Tasha Cerda
Title: Mayor

ATTEST:

Address: 1700 W. 162nd. Street
Gardena, CA 90247-3778

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carmen Vasquez, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall provide case management services for the City's seniors citizens to include the following:

- Comprehensive assessment of clients psychological and health needs;
- Individual Care Planning;
- Service authorization/arrangement through coordination of existing community resources; and
- Periodic monitoring and revisions of client's care plan.

A minimum of one (1) hour per week of case management services shall be performed by a trained employee of Consultant at the Harold E. Hofmann Community Center located at 14700 Burin Avenue in Lawndale, or at a location as directed in writing by the City. In addition, an average of three (3) hours per week of case management services will be provided by a trained employee of Consultant at the Harold E. Hofmann Community Center or in the field with clients, as directed by the City. The utilization of the contracted hours may require a flexible schedule to be coordinated between the Case Manager and the City's Director of Community Services. Consultant's staff will also avail themselves to urgent calls from City residents while Consultant's staff is working at their home office (Gardena location).

A monthly report to the City shall itemize the time spent and services delivered to each client as well as the number of the new and closed cases. Additional statistical data shall be supplied as requested by the City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Provided Consultant is not in default under the terms of this Agreement, on a quarterly basis, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered during the prior billing period (quarter). The Consultant will charge \$40 per full hour for services rendered to the City. The amount payable to Consultant pursuant to this Agreement shall not exceed \$7,500.00 in any fiscal year and shall not exceed \$22,500.00 during the term of the Agreement.

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
SENIOR NUTRITION PROGRAM SERVICES

This Contract Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2020, by and between the City of Lawnsdale, a municipal corporation (“City”), and City of Gardena, a municipal corporation (“Consultant”).

NOW, THEREFORE, the parties agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. Consultant will perform the work or services set forth in the “Scope of Services” attached as *Exhibit “A”* and incorporated herein by reference in compliance with all of the terms and conditions of this Agreement. Consultant warrants that all work or services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, are set forth in the “Special Requirements” attached 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 *Exhibit “B”* will govern.

1.2 Compliance With Law. All work and services rendered under this Agreement will be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant will obtain, at its sole cost and expense, all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant will be compensated in accordance with the “Schedule of Compensation” attached as *Exhibit “C”* and incorporated herein by this reference, but not exceeding the maximum contract amount of Zero dollars (\$0.00) (“Contract Sum”).

2.2 Method of Payment. This Agreement provides for an in kind exchange pursuant to which City shall provide the building space to receive the goods necessary to provide a senior nutrition program operated by Consultant at no cost as the City shall plate and serve the food and beverages to all program participants. Notwithstanding the forgoing, the City shall forward all collected donations received by participants in the senior nutrition program to Consultant on a daily basis.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Stephany Santin, Director, Recreation and Human Services is designated as the Consultant's representative authorized to act on its behalf with respect to this Agreement and to make all decisions necessary in connection with this Agreement. Consultant may designate a substitute representative by providing written notice to City's Contract Officer.

3.2 Contract Officer. The City's City Manager is designated as the City's representative authorized to act on its behalf with respect to this Agreement and to make all decisions in connection this Agreement ("Contract Officer"). The City may designate a substitute Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant may not contract with any entity to perform in whole or in part the work or services required under this Agreement without the written approval of the City. Neither this Agreement nor any interest in the Agreement may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any prohibited assignment or transfer is void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor 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. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor 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 Contractor 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 Contractor or any staff used to provide services under this Agreement are employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant must 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 must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must 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. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

(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 must include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City’s officers, employees and agents (“City Parties”) as additional insureds and must 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 the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may 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 4.1 must 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 will 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 must require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 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 agrees to 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 or subcontractors (or any entity or individual for which Consultant bears 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 agrees to 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, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement will begin on July 1, 2020 and continue in full force and effect until July 1, 2023.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination to the City's satisfaction and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered to the City's satisfaction.

6.0 MISCELLANEOUS

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

6.2 Non-liability of City Officers and Employees. No officer, employee, or agent of the City will 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.

6.3 Conflict of Interest. No officer, employee, or agent of the City may have any financial interest in this Agreement nor may any such officer, employee, or agent 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, directly or indirectly, interested, in violation of any state or local statute or regulation. The Consultant warrants that it (and its officers and employees) has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant will provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must 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, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement will be construed in accordance with the meaning of the language used and will 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.

6.6 Integration; Amendment. It is agreed that there are no oral agreements between the parties affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none will be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement is declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity

or unenforceability will not affect any of the remaining portions of this Agreement which are hereby declared as severable and will 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.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will 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 will 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 will not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, 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, will be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties 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 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.

[SIGNATURES NEXT PAGE]

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:
City of Gardena, a municipal corporation

By: _____
Name: Tasha Cerda,
Title: Mayor

Address: 1700 W. 162nd Street
Gardena, CA 90247-3778

ATTEST:

Mina Semenza, City Clerk

APPROVED AS TO FORM:

Carman Vasquez, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Consultant has an agreement with the County of Los Angeles pursuant to which Consultant receives food and beverages to be provided as part of a senior nutrition program to be administered within the County of Los Angeles. Under this Agreement, Consultant's sole obligation shall be to provide City with sufficient food and beverages and to allow the City to operate the Consultant's senior nutrition program, known as SCAMP (Senior Community Action Meals Program) at the Harold Hofmann Community Center located at 14700 Burin Avenue, Lawndale ("Property"), Monday through Friday from 10:00 a.m. to 2:00 p.m.

City shall provide Consultant with an estimate of program participants one (1) business day in advance of food delivery. Consultant shall deliver the food each day no later than 11:45 a.m. The meals shall comply with all regulations applicable to senior nutrition programs as promulgated by the United States Department of Health and Human Services and administered by the Administration on Aging, the California Department on Aging and the local Area Agency on Aging and all other applicable laws. Consultant, City and Los Angeles County shall jointly select the menu for the senior nutrition program.

City shall plate and serve all of the meals received from the Consultant to members of the senior community. City shall also provide all plates, cups, utensils and related items necessary to serve the meals, and set up, break down and clean up all tables and chairs necessary to facilitate the senior nutrition program. City shall comply with all Los Angeles County, Department of Health Services and Environmental Health, requirements.

Should the City desire to relocate the senior nutrition program to a location other than the Property, City shall give Consultant written notice of City's election to do so.

EXHIBIT "B"
SPECIAL REQUIREMENTS

The In Kind Services Agreement is attached hereto and incorporated herein as Exhibit "D".

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The City shall forward all collected donations received from participants in the senior nutrition program to Consultant on a daily basis.

EXHIBIT "D"

IN-KIND SERVICES AGREEMENT
(Between the Agency and a Second Party)

Effective July 1, 2020 through June 30, 2023

City of Lawndale (In-Kind Agency) agrees to provide City of Gardena (Applicant Agency) with the following in-kind services:

PROGRAM CATEGORY	TYPE OF SERVICE PROVIDED	RATE PER MONTH	TOTAL ANNUAL (\$) VALUE
III C 1	Harold E. Hofmann Community Center Main Event Room and Kitchen Building Space	\$5,360.00	\$64,320.00

In-Kind Agency: City of Lawndale

Agency: City of Gardena

By: _____
Robert Pullen-Miles, Mayor

By: _____
Tasha Cerda, Mayor

ATTEST:

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Mina Semenza, City Clerk

Date: _____

Date: _____



CITY OF LAWDALE

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

DATE: July 6, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Sean M. Moore, AICP, Director of Community Development 

SUBJECT: Professional Services Agreement with MBI for CDBG Administration and Labor Compliance Services

BACKGROUND

The Fiscal Year 2020-21 budget for the City of Lawndale contains Community Development Block Grant (CDBG) funds in the amount of \$330,163. CDBG funds are federal monies that the City receives as a participant in the Los Angeles Urban County CDBG program through the Los Angeles County Development Authority (LACDA) allocation. CDBG funds may only be spent in those areas of Lawndale determined to be block grant-eligible and include such projects and programs as senior activities and nutrition and street improvements. Additionally, on April 29, 2020, the City was notified that it would receive an additional \$194,224 in "CDBG-CV" funds for senior activities due to the strenuous circumstances brought about by COVID-19.

The City has been utilizing the services of Michael Baker International (MBI) to assist City staff administer the City's CDBG program. MBI has been providing their technical assistance since 2018. The current contract with MBI expired on June 30, 2020. Accordingly, the City wishes to enter into a new contract with MBI for one year, to allow MBI to continue assisting the City during the current fiscal year.

STAFF REVIEW

In the past year that MBI has managed the City's CDBG program, MBI has demonstrated that that it is familiar with the way that LACDA functions and operates, which is critical to the City program's administration, given that all program funds must be reviewed, processed, and approved by LACDA. MBI intimately understands the City's programs and needs and staff is confident in MBI's ability to assist in the administration of the CDBG program.

The not-to-exceed contract amount is \$49,327. The contract includes a cost breakdown of the specific services to be rendered. Hence, it is recommended that the City Council approve an agreement with MBI to administer the City's CDBG Program for the Fiscal Year 2020-21 with the option of three (3) one-year extensions allowed by LACDA, each subject to approval of a contract amendment approved by the City Council.

The proposed agreement would compensate MBI on an hourly basis with a not-to-exceed total amount of \$49,327 for FY 2020-21. The proposed agreement amounts are broken down as follows:

CDBG Administration	\$19,809
Labor Compliance Services	\$10,000
Senior Activities Administration	\$4,952
Senior Activities Administration – “CDBG-CV”	\$14,566
Total:	\$49,327

COMMISSION REVIEW

Not applicable.

LEGAL REVIEW

The City Attorney has reviewed the proposed professional services agreement and has approved it to form.

FUNDING

Sufficient funding has been included in the approved FY 2020-21 Budget for these CDBG Administrative and Labor Compliance Services.

RECOMMENDATION

Staff recommends that the City Council approve the professional services agreement with MBI for CDBG Administration and Labor Compliance Services.

Attachment: Professional Service Agreement with MBI

ATTACHMENT "A"

PROFESSIONAL SERVICE AGREEMENT WITH MBI

CITY OF LAWNSDALE

CONTRACT SERVICES AGREEMENT FOR

CDBG ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 6th day of July, 2020, by and between the City of Lawnsdale, a municipal corporation ("City"), and Michael Baker International, Inc. ("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 exceeding the maximum contract amount of Forty-Nine Thousand Three Hundred Twenty-Seven dollars (\$49,327) ("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. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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 July 1, 2020 and continue in full force and effect until completion of the services no later than June 30, 2021, unless extended by the City Council as authorized in Exhibit "D".

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Albert V. Warot 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 and the City's Community Development department are 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 must 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 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 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. Consultant must 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 must not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits must 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 \$1,000,000.00 per accident, combined single limit. Said policy must include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and \$2,000,000.00 annual aggregate with respect to loss arising from the actions of Consultant performing professional services under this Agreement on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

All of the above policies of insurance, except professional liability insurance, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must 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 the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice by registered mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may 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 must 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 must 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 must 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, those books and records 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 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

CONSULTANT:

Michael Baker International, Inc.
a Pennsylvania corporation, authorized to do business in
California

By: _____
Name: Michael Conaboy
Title: Vice President

By: _____
Name: Albert Warot
Title: Associate Vice President

Address:
Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90806

EXHIBIT "A"

SCOPE OF SERVICES

CDBG ADMINISTRATION AND IMPLEMENTATION

Consultant shall provide staffing and other resources as required to provide as-needed assistance and guidance to City so that staff can complete the following for all approved City CDBG projects:

1. Meet with City representatives to provide status updates on all CDBG projects and issues requiring immediate attention.
2. Prepare and submit to City a quarterly status report of all CDBG projects.
3. Develop time lines for each approved CDBG project, establishing key dates for review, and accomplishment and progress monitoring.
4. Review and maintain files for all CDBG projects.
5. Develop and maintain financial spreadsheets for all CDBG projects, to include eligible reimbursements, amounts expended, reimbursements received, and balances available.
6. Monitor and maintain all financial records relevant to CDBG-funded projects and reconcile any record discrepancies.
7. Prepare monthly reimbursement requisitions to the Community Development Authority for all CDBG projects.
8. Gather and maintain information required for and prepare and submit all required Grantee Performance reports.
9. Perform CDBG project oversight monitoring, to include on-going monitoring and closeout review for all CDBG funded projects.
10. Establish and maintain all operating assignments with CDBG sub-recipients.
11. Prepare all CDBG-related submissions, as required by the Department of Housing and Urban Development (HUD) and the Community Development Authority (CDA) (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and the Community Development

Authority.

13. Prepare all CDBG-related documents, including reports, contracts, agreements, and amendments.
14. Develop, prepare, and submit project amendments, as required, for all CDBG-funded projects.
15. Advise the City and ensure proper implementation of all CDBG program changes, including the implementation of a Commercial Rehabilitation and Residential Rehabilitation Program.
16. Prepare and submit a Cost Summary and all necessary documentation for the upcoming CDBG program year.
17. Conform with the mandatory regulatory provisions of the Urban County CDBG Program.
18. Be available at City Hall as necessary to complete all work items.

LABOR COMPLIANCE SERVICES

Consultant shall provide staffing and other resources as required to provide all necessary staffing and resources to fulfill the scope of work when required to successfully implement the Davis-Bacon and related acts (including ensuring compliance with state prevailing wage laws), Minority and Women Business Enterprise (MBE/WBE), and Section 3 requirements:

1. Review the Grant Agreement and CDBG Wage and Labor compliance requirements for construction projects with project team (City, Construction Project Manager).
2. Prepare various reports for wage and labor compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD form 4610) and Section 3 reporting. All reports will be delivered to City for review before the reporting deadlines and originals of the fully signed/executed final reports will thereafter promptly be delivered to the City.
3. Meet with City staff, LA County CDA, and/or local HUD representatives, as necessary, on the reporting requirements and worksite labor component supervision including proper documentation of all required paperwork.
4. Provide telephone support and attend meetings as requested by City.
5. Provide services for administering, monitoring and enforcing Labor Standards Provisions

for CDBG -assisted construction projects administered by the City as needed including:

- Assist and advise Project Construction Managers in the preparation of the Wage and Labor requirement sections for the Construction Bid Documents.
- Determine the specific labor standards parameters applicable for each construction project.
- Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.
- Ensure that the Federal Labor Standards Provisions (HUD-4010 form) are incorporated in specifications and/or contract(s).
- Ensure that the applicable DOL Wage Decisions are incorporated in project specifications and/or contract(s).
- Ensure that wage determinations are current at bid opening or other appropriate dates.
- Verify the contractor's eligibility to contract with Federal and State agencies.
- Conduct meetings to inform contractors of wage and reporting obligations.
- Identify and initiate requests for additional work classifications and wage rates as needed.
- Conduct Employee Field Interviews to confirm worker classifications and wage rates for the project's workforce (including apprentices) conform to the applicable Wage Decisions.
- Perform continuous and timely monitoring reviews of CPRA (California Public Record Act) and related submissions for compliance.
- Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
- Inform the prime contractor of his/her responsibility to ensure that subcontractors make restitution payments or to make restitution payments on behalf of the subcontractors.
- Identify violations and investigate complaints of underpayment to workers.
- Submit a *Labor Standards Violation Report* and *5.7 Enforcement Report* to CDA for complaints involving underpayments to workers.
- Refer cases for informal review and/or make recommendations for debarment.
- Require escrow accounts to ensure payment of outstanding wages.
- Close out escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.

- Maintain a Labor Standards Administration & Enforcement file and document all activities.
6. All other CDBG-related work as directed by City's Community Development Director. All work items will be carried out in conjunction with City staff direction, input, and review.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 1.3 is replaced in its entirety to read as follows:

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

City and Consultant agree that the following provisions also apply to the Agreement and that these provisions supersede the Agreement where they conflict:

Consultant shall assist City to ensure that City CDBG projects comply with all applicable Federal and County of Los Angeles Requirements including, but not limited to, the following:

Source of Funds

The City participates in the Community Development Block Grant (“CDBG”) program and receives annual funding from the U.S Department of Housing and Urban Development (“HUD”) through the Los Angeles County Community Development Authority under the Housing and Community Development Act of 1974, Public Law 93-383, as amended, herein called the “Act”. This contract is for services that may be funded in whole or in part with CDBG funds.

Patent Rights

If this Agreement results in any discovery or invention which may develop in the course of or under the Agreement, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for any governmental purpose.

Copyright

If this Agreement results in any copyrighted material, the City and or/grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use the work for any governmental purpose.

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 five (5) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

- FEDERAL REQUIREMENTS

- EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. During the Performance of this agreement, the Consultant agrees as follows:
 - The Consultant will not discriminate against any employee or applicant of reemployment because of age, race, creed, sex, color or national origin. The Consultant will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 - The Consultant will, in all solicitation of advertisement for employees to be placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.
 - The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - The Consultant will comply with all provisions of the Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant order of Secretary of Labor.
 - The Consultant will furnish all information and reports required by Executive Order 11246 of September 25, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - In the event of the Consultant's non-compliance with the equal opportunity clauses of the Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of

Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such directions by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

- CIVIL RIGHTS ACT OF 1964. Under Title VI the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving federal financial assistance.
- SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- AGE DISCRIMINATION ACT OF 1975 AND REHABILITATION ACT OF 1973. Any prohibition against discrimination on the basis of age under the Age Discrimination of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.
- “SECTION 3” COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development and is subject to the requirements of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- The parties of the Agreement will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to

the execution of the Agreement. The parties to this Agreement certify and agree that they are under contractual or other disability which would prevent them from complying with these requirements.

- The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment of training.
- The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of availability to comply with the requirement of these regulations.
- Compliance with provision of Section 3 of the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractor, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanction as are specified by 24 CFR Part 135.
- LOBBYING CERTIFICATION. The Consultant certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or a making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- The Consultant certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying" in accordance with its instructions.
- The Consultant shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and

disclose accordingly.

- DISCLOSURE AND COMPLIANCE. Consultant agrees that any conflict or potential conflict of interest shall be full disclosed prior to execution of this contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but not limited to 24 CFR Part 85, Section 85.36(b).
- CLEAN AIR AND WATER ACTS. The Consultant agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C., 1857, et seq.
 - Clean Water Act
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended by section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
 - National Environmental Policy Act of 1969.
 - HUD Environmental Review Procedures (24 CFR, Part 58).
 - Energy Policy and Conservation Act
 - Executive Order 11738
- LABOR STANDARDS. Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with Executive Order 11246, the Davis Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Consultant shall maintain documentation which demonstrates compliance with hour and wages requirement of this part. Such documentation shall be made available to the City for review upon request.

Consultant agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable

requirements of the regulations of the Department of Labor, under CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wages rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Consultant of its obligation, if any, to require payment of the higher wage.

- COUNTY OF LOS ANGELES REQUIREMENT

- The Consultant certifies that it is understood that each person/entity/firm who applies for a Community Development Authority contract, and as part of that process, shall certify that they are familiar with the requirements of Los Angeles County Chapter 2.160, (Los Angeles County Ordinance 93-0031); and
- That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code; and
- That any person/entity/firm who seeks a contract with the Community Development Authority shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide CDBG Program administration and implementation services at the City and at Consultant's corporate office as needed to adequately implement the program. Not-to-exceed pricing for elements of the Scope of Services are as follows:

- Items 1-18 of the CDBG Administration Scope of Services: \$23,260
 - Labor Compliance Scope of Services \$8,900
- \$32,160

Consultant shall bill on a time basis based on the rate schedule below, Consultant shall bill in increments of 15 minutes and may not bill for travel time or expenses.

Rates of Compensation

<u>Staff Person:</u>	<u>Hourly Rate:</u>
Project Director	\$180.00
Project Manager	\$115.00
Labor Compliance Manager	\$130.00
Grant Specialist	\$95.00
Labor Standards Officer	\$90.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Consultant shall provide the requested services detailed in Exhibit "A" of the Agreement through the term on an as-needed basis as directed by City staff. The City, in its sole discretion, may elect to extend this Agreement on the same terms set forth herein for as many as three (3) one-year extensions. To exercise an option to extend, the City's City Manager must give notice to Consultant at least 30 days before the expiration of the current term and the City Council and Consultant must enter into a written amendment to this Agreement.

RESOLUTION NO. CC-2007-037

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$914,988.17**

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

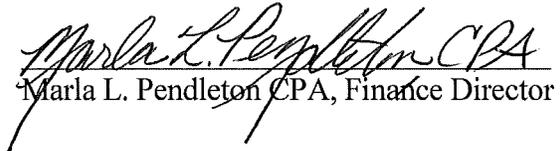
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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 199742 through 199860 for the aggregate total of \$914,988.17 are hereby authorized.

Effective Date: July 6, 2020

Certified by:


Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 6th day of July, 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-2007-037 at a regular meeting of said Council held on the 6th day of July, 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					
Pat Kearney					
Daniel Reid					
James H. Osborne					

Rhonda Hofmann Gorman, City Clerk

**City of Lawndale
Summary of Audited Claims and Demands**

Claims and Demands Paid By Check:

Check Date	Check Number		Aggregate Total
	Beginning	Ending	
6/11/2020	199742	199785	166,426.95
6/18/2020	199786	199825	110,308.36
6/25/2020	199826	199860	638,252.86
Total Checks			914,988.17

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 **914,988.17**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 06/11/2020

Time: 9:44 am

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
199742	06/11/2020	Printed		2615	A-THRONE CO., INC	PORTABLE RESTROOM RENTAL	95.11
199743	06/11/2020	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES	50,225.82
199744	06/11/2020	Printed		7533	FRANCES ANDERSON	SR TRAVEL CLUB REFUND-LAUGHLIN	89.00
199745	06/11/2020	Printed		2207	ASAP SIGN & BANNER	NEW DECAL FOR SHOW WAGON	897.44
199746	06/11/2020	Printed		0115	AT & T	LONG DISTANCE SVCS	14.28
199747	06/11/2020	Printed		0613	BERICOM IT & DESIGN	NETWK MAINT & COMPUTER SUP	10,527.60
199748	06/11/2020	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL & LIGHTING SUPPLIES	259.09
199749	06/11/2020	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS	2,320.00
199750	06/11/2020	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SERVICES	27,770.77
199751	06/11/2020	Printed		3886	SIRLEY CUEVAS	PLANNING COMMISSION STIPEND	50.00
199752	06/11/2020	Printed		6092	FORMS+SURFACES	DEP FOR RECYCLING RECEPTACLES	8,545.93
199753	06/11/2020	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES	118.92
199754	06/11/2020	Printed		7228	GARDENA AUTO BODY PLUS	REBUILT TRANS VEHICLE #500	2,357.00
199755	06/11/2020	Printed		7556	TIMOTHY GUMM	SR TRAVEL CLUB REFUND-LAUGHLIN	178.00
199756	06/11/2020	Printed		3377	H F & H CONSULTANTS, LLC	AB939 CONSULTING SERVICES	7,381.50
199757	06/11/2020	Printed		6051	INFANTE BROS LAWNMOVER SHOP	LANDSCAPE HATS	30.87
199758	06/11/2020	Printed		7508	INTRADO INTERACTIVE SERVICES	WEBSITE REDESIGN	12,950.00
199759	06/11/2020	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
199760	06/11/2020	Printed		1050	UFFE MOLLER	PLANNING COMMISSION STIPEND	50.00
199761	06/11/2020	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES - FINANCE	1,016.83
199762	06/11/2020	Printed		6123	PRUDENTIAL OVERALL SUPPLY	PUBLIC WORKS UNIFORMS SERVICE	111.14
199763	06/11/2020	Printed		7557	VANESSA RENTERIA	RESERVATION DEP REFUND	4,588.00
199764	06/11/2020	Printed		7241	CARLA L ROSE-PRYOR	PLANNING COMMISSION STIPEND	50.00
199765	06/11/2020	Printed		6379	SHI	COMPUTER EQUIPMENT	6.11
199766	06/11/2020	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
199767	06/11/2020	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	12,237.10
199768	06/11/2020	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	1,697.94
199769	06/11/2020	Printed		4582	STATE CONTROLLER'S OFFICE	ANNUAL STREET REPORT 18/19 FY	2,700.00
199770	06/11/2020	Printed		0458	THE SALVATION ARMY	SENIOR PROGRAM-MEALS ON WHEELS	148.00
199771	06/11/2020	Printed		4142	TIME WARNER CABLE	INTERNET SERVICES	1,588.38
199772	06/11/2020	Printed		7523	TRIEPEI SMITH AND ASSOCIATES I	COMMUNICATION&PUBLIC OUTREACH	1,250.00
199773	06/11/2020	Printed		5295	TWINING INC	PAVEMENT EVALUATION FOR RBB	1,280.00
199774	06/11/2020	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	290.00
199775	06/11/2020	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	VOYAGER GAS CARD PAYMENTS	2,068.84
199776	06/11/2020	Printed		3672-FIN	U.S. BANK	CREDIT CARD PAYMENT	991.98
199777	06/11/2020	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,529.27
199778	06/11/2020	Printed		3672-RSD	U.S. BANK	CREDIT CARD PAYMENT	36.35
199779	06/11/2020	Printed		2883	UNDERGROUND SERVICE ALERT SC	UNDERGROUND SERVICE ALERT	79.30
199780	06/11/2020	Printed		4715	URBAN FUTURES, INC	DISCLOSURE/DISSEMINATION SVCS	1,778.88
199781	06/11/2020	Printed		0480	VISTA PAINT	COVERALLS FOR P.W. CREW	302.06
199782	06/11/2020	Printed		7558	SHIRAND WALKER	RESERVATION DEP REFUND	491.00
199783	06/11/2020	Printed		7409	WILLDAN FINANCIAL SERVICES	DEVELOPMENT IMPACT FEE STUDY	7,720.00
199784	06/11/2020	Printed		7559	SIK OI YUNG	SR TRAVEL CLUB REFUND-LAUGHLIN	129.00

Check Register Report

Date: 06/11/2020
 Time: 9:44 am
 Page: 2

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							
199785	06/11/2020	Printed		1843	ZEP SALES AND SERVICE	COVID19 - HAND SANITIZER	375.44
Total Checks: 44						Checks Total (excluding void checks):	166,426.95
Total Payments: 44						Bank Total (excluding void checks):	166,426.95
Total Payments: 44						Grand Total (excluding void checks):	166,426.95

Check Register Report

Date: 06/18/2020
 Time: 12:00 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							
199786	06/18/2020	Printed		6211	ACTIVE NETWORK, LLC	PROCESSING FEE	461.00
199787	06/18/2020	Printed		7532	DOLORES E ANDERSON	SR TRAVEL CLUB REFUND-PAGENT	67.00
199788	06/18/2020	Printed		7470	ARAMARK REFRESHMENT SERVICES	COFFEE/TEA SERVICES - MAY 2020	172.81
199789	06/18/2020	Printed		7003	RON BENTLEY	CONST & DEMO DEBRIS DEP REFUND	10,500.00
199790	06/18/2020	Printed		0169	CENTINELA YOUTH SERVICES	CITY PROPORTIONATE FUNDING	6,500.00
199791	06/18/2020	Printed		0166	CITY CLERKS ASSOC OF CALIF	CITY CLERK'S HANDBOOK - CD	40.00
199792	06/18/2020	Printed		0615	CLEANSTREET	STREET SWEEPING SVCS- MAY 2020	18,243.50
199793	06/18/2020	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL TIMING CALIBRAT	771.24
199794	06/18/2020	Printed		7560	JOHN R CURRY	REFUND FOR SITE PLAN REVIEW	773.65
199795	06/18/2020	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	140.99
199796	06/18/2020	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	13,803.53
199797	06/18/2020	Printed		6231	GREENLAND SUPPLY INC.	IRRIGATION PARTS	60.99
199798	06/18/2020	Printed		3377	H F & H CONSULTANTS, LLC	AB939 CONSULTING SERVICES	7,381.50
199799	06/18/2020	Printed		4796	ERICA HARBISON	PRSSC COMMISSIONER STIPEND	50.00
199800	06/18/2020	Printed		0283	HINDERLITER, DE LLAMAS & ASSOC	4TH QTR AUDIT SVCS - SALES TAX	2,028.10
199801	06/18/2020	Printed		7561	UTELOUS JACKSON	SR TRAVEL CLUB REFUND-LAUGHLIN	129.00
199802	06/18/2020	Printed		0320	LEAGUE OF CALIFORNIA CITIES-LA	L.A. COUNTY DIVISION DUES	1,149.75
199803	06/18/2020	Printed		0325	LIEBERT CASSIDY WHITMORE	EMPLOYMENT INVESTIGATIVE SVCS	1,913.50
199804	06/18/2020	Printed		6445	MICHAEL BAKER INTL, INC	CDBG CONSULTING-LABOR COMPLIAN	3,476.25
199805	06/18/2020	Printed		6144	MV TRANSPORTATION INC	LAWNDALE BEAT SERVICES	3,556.20
199806	06/18/2020	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT PHYSICALS	315.00
199807	06/18/2020	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES - FIN	134.63
199808	06/18/2020	Printed		1140	PACIFIC TIRE SERVICE	2 TIRES	330.00
199809	06/18/2020	Printed		6123	PRUDENTIAL OVERALL SUPPLY	PUBLIC WORKS UNIFORMS	39.57
199810	06/18/2020	Printed		5068A	QUADIENT FINANCE USA INC	POSTAGE FOR CITY HALL METER	1,018.46
199811	06/18/2020	Printed		5895	RICOH USA INC	COPIER BILL - MAY 2020	676.13
199812	06/18/2020	Printed		6698	SHIRLEY RUDOLPH	PRSSC COMMISSIONER MTG STIPEND	50.00
199813	06/18/2020	Printed		2051	MADONNA SITKA	PRSSC COMMISSIONER STIPEND	50.00
199814	06/18/2020	Printed		4533	SOUTH BAY LANDSCAPING INC	IRRIGATION&ELECTRICAL WIRING	22,477.00
199815	06/18/2020	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	1,094.30
199816	06/18/2020	Printed		0346	SPARKLETTS	WATER SERVICE	271.09
199817	06/18/2020	Printed		7445	THE ALPHA & OMEGA GROUP	UNARMED SECURITY SERVICES	871.59
199818	06/18/2020	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	201.45
199819	06/18/2020	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	2,049.83
199820	06/18/2020	Printed		2235	NOBI UCHIO	SR TRAVEL CLUB REFUND-ZION	650.00
199821	06/18/2020	Printed		6850	ULTIMATE MAINTENANCE SVCS INC	FLOOR CLEANING SERVICES	1,700.00
199822	06/18/2020	Printed		7510	US FOODS	CARE PACKAGE PROGRAM SUPPLIES	6,379.32
199823	06/18/2020	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	467.73
199824	06/18/2020	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	263.25
199825	06/18/2020	Printed		6697	DANIEL T WOODS	PRSSC COMMISSIONER STIPEND	50.00

Total Checks: 40

Checks Total (excluding void checks):

110,308.36

Check Register Report

Date: 06/18/2020
Time: 12:00 pm
Page: 2

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
Total Payments: 40						Bank Total (excluding void checks):	110,308.36
Total Payments: 40						Grand Total (excluding void checks):	110,308.36

Check Register Report

Date: 06/25/2020
 Time: 10:20 am
 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							
199826	06/25/2020	Printed		3228	ALLIANT INSURANCE SERVICES	INSURANCE FOR FACILITY RES	2,189.00
199827	06/25/2020	Printed		7566	AMERICAN SMOG CHECK CENTER	SMOG CHECK 5 CITY VEHICLES	250.00
199828	06/25/2020	Printed		1056	AT&T GLOBAL SERVICES, INC.	MAINTENANCE CONTRACT SERVICES	865.67
199829	06/25/2020	Printed		0613	BERICOM IT & DESIGN	NTWK MAINT & COMPUTER SUPPORT	2,456.44
199830	06/25/2020	Printed		7382	BLUEPRINT SERVICE	PLANS&SPECS FOR INGLEWOOD AVE.	695.37
199831	06/25/2020	Printed		7395	CASE LAND SURVERYING INC	SURVEY RECORD AND MAP REVIEW	875.00
199832	06/25/2020	Printed		0182	CITY OF LAWNDALE PETTY CASH	PETTY CASH REIMBURSEMENT	797.93
199833	06/25/2020	Printed		7564	COLANTUONO, HIGHSMITH, &	LEGAL SERVICES	300.82
199834	06/25/2020	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	INSURANCE PAYMENTS	2,521.59
199835	06/25/2020	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	TRAFFIC SIGNAL ACCIDENT REPAIR	5,414.47
199836	06/25/2020	Printed		0216	DELTA DENTAL	DENTAL INSURANCE PREMIUMS	2,739.88
199837	06/25/2020	Printed		0389	DELTA DENTAL INS	DENTAL PREMIUM JUNE-20	164.84
199838	06/25/2020	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(1)-JUNE-20	32.00
199839	06/25/2020	Printed		6886	EMPIRE CLEANING SUPPLIES	MAINTENANCE SUPPLIES	1,413.36
199840	06/25/2020	Printed		7406	HAUPT ROOFING CONSTRUCTION,INC	INVESTIGATION FEE REFUND	573.20
199841	06/25/2020	Printed		6051	INFANTE BROS LAWNMOVER SHOP	WEED CONTROL CHEMICAL	764.00
199842	06/25/2020	Printed		7567	HONG JANG	CONST&DEMO DEBRIS DEP REFUND	2,700.00
199843	06/25/2020	Printed		6955	L.A. UNIFORMS & TAILORING	POLO SHIRT-BEAUTIFICATION COMM	38.53
199844	06/25/2020	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES	515,957.76
199845	06/25/2020	Printed		0337	MANAGED HEALTH NETWORK	EMP. ASSIST PROGRAM JUNE-20	100.32
199846	06/25/2020	Printed		7568	BILLY MASSELLA	SITE PLAN REVIEW DEP REFUND	793.90
199847	06/25/2020	Printed		7569	MARIA F. MAYORAL	CONST&DEMO DEBRIS DEP REFUND	180.00
199848	06/25/2020	Printed		6428	MINUTEMAN PRESS OF GARDENA	CITYWIDE OFFICE SUPPLIES	1,586.90
199849	06/25/2020	Printed		5560	MITSUBISHI ELECTRIC & ELECT, I	ANNUAL ELEVATOR MAINTENANCE	2,447.88
199850	06/25/2020	Printed		1283	PALP, INC.	INGLEWOOD AVE RETENTION RELEAS	78,873.97
199851	06/25/2020	Printed		4457	Q PRESS	YOUTH DAY PARADE MARKETING	6,690.67
199852	06/25/2020	Printed		5641	SUPERIOR SOUTHBAY PRINTING	PARKING CONTROL WARNINGS	435.49
199853	06/25/2020	Printed		0458	THE SALVATION ARMY	SENIOR PROGRAM-MEALS ON WHEELS	136.00
199854	06/25/2020	Printed		2002	THE STANDARD, UNIT 22	LIFE INSURANCE AD&D PREMIUMS	1,665.65
199855	06/25/2020	Printed		7523	TRIEPEI SMITH AND ASSOCIATES I	COMMUNICATION AND PUBLIC OUTRE	263.75
199856	06/25/2020	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	550.11
199857	06/25/2020	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	357.58
199858	06/25/2020	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,889.31
199859	06/25/2020	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM - JUNE-20	1,026.47
199860	06/25/2020	Printed		7147	WEST COAST FIRE SERVICES INC	KITCHEN HOOD INSPECTION	505.00
Total Checks: 35						Checks Total (excluding void checks):	638,252.86
Total Payments: 35						Bank Total (excluding void checks):	638,252.86
Total Payments: 35						Grand Total (excluding void checks):	638,252.86

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
June 15, 2020**

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:47 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, 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

B. CEREMONIALS

Mayor Pro Tem Bernadette Suarez led the flag salute.

C. PUBLIC SAFETY REPORT

Captain Allen summarized recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Frances Prevas, Resident, spoke about her concerns regarding ongoing fireworks disturbance.
- Amber Avila Gomez, Resident, spoke about a petition to end fireworks in Lawndale.
- Patrick McKeown, Resident, spoke about issues concerning fireworks.
- Pam London, Resident, inquired as to the resumption of normal City operations. Ms. London also spoke about corrections on the permit information sheet.
- Randall Abram, Resident, spoke about fireworks in Lawndale, the service of the sheriff's department and the fireworks booth registration process. He suggested better patrolling, by sheriffs, through the City to watch for illegal fireworks.

E. COMMENTS FROM COUNCIL

The City Council 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. **Amending Section 1.04.030 of the Lawndale Municipal Code to add the definition of “Responsible Party”**
Recommendation: that the City Council approve the second reading and adopt Ordinance No. 1172-20 to amend Section 1.04.030 to add the definition of “Responsible Party” to the Lawndale Municipal Code.
3. **First Amendment to the Contract Service Agreement with Telecom Law Firm**
Recommendation: that the City Council approve the First Amendment to the Agreement with Telecom Law Firm PC for an additional fee not-to-exceed \$24,500 increasing the total contract sum to \$49,000 and extend the agreement term to June 30, 2021.
4. **Final Parcel Map 82571**
Recommendation: that the City Council approve the final Parcel Map 82571 for the subdivision of property located at 4347 171st St. Lawndale, California.
5. **Appropriations Limit for the Fiscal Year 2020-2021**
Recommendation: that the City Council adopt Resolution No. CC-2006-034 approving the Appropriation Limit for Fiscal Year 2020-21.
6. **Annual Investment Policy**
Recommendation: that the City Council adopt Resolution CC-2007-036, reaffirming City Council Policy Number 80-04 pertaining to the City's Investment Policy, without significant revisions.
7. **Third Amendment to the Information Technology Services Agreement**
Recommendation: that the City Council (a) approve the Third Amendment to the Contract Services Agreement for Information Technology Services with Bericom Design, extending services for a one year term, July 1, 2020 through June 30, 2021, for an hourly rate of \$87.73 up to 1,628 hours annually for an amount not to exceed \$142,824 annually; and (b) to solicit proposals for service during Fiscal Year 2020-2021.
8. **Accounts Payable Register**
Recommendation: that the City Council adopts Resolution No. CC-2006-030, authorizing the payment of certain claims and demands in the amount of \$98,335.77.
9. **Minutes of the Lawndale City Council Regular Meeting – June 1, 2020**
Recommendation: that the City Council approve.
10. **Minutes of the Lawndale City Council Special Meeting – June 1, 2020**
Recommendation: that the City Council approve.

11. **Minutes of the Lawndale City Council Special Meeting – June 3, 2020**
Recommendation: that the City Council approve.

Councilmember Kearney inquired about the about the first amendment to the Contract Service Agreement with Telecom Law Firm and a line items in the accounts payable register regarding the Lawndale Beat and Unarmed Security payments. Staff responded accordingly.

A motion by Councilmember Reid to approve the consent calendar was seconded by Mayor Pro Tem Suarez and carried by a vote of 5-0.

G. ADMINISTRATION

12. **Annual 2019 General Plan and Housing Report**
Recommendation: that the City Council (a) review the 2019 draft Annual Report; (b) make any revisions and adopt Resolution No. CC-2006-035; and (c) direct staff to forward the report to the State Department of Housing and Community Development and the Governor’s Office of Planning and Research.

Community Development Director Sean Moore provided a report regarding Annual 2019 General Plan and Housing.

A motion by Councilmember Kearney was seconded by Councilmember Reid to adopt Resolution No. CC-2006-035 and direct staff to forward the report to the State Department of Housing and Community Development and the Governor’s Office of Planning and Research, was carried by a vote of 5 - 0.

13. **November 3, 2020 General Municipal Election – Calling for the Election, Requesting County Consolidation and Services, and Adopting Regulations for Candidates Statements**
Recommendation: that the City Council (a) adopt Resolution No. CC-2006-031, calling for the November 3, 2020 General Municipal Election, calling for a Special Election to be held should there be a tie vote, and designating the Assistant City Clerk as the Election Official; (b) adopt Resolution No. CC-2006-032, requesting County Services; and (c) adopt Resolution No. CC-2006-033, adopting candidate statement regulations.

Assistant City Clerk Matthew Ceballos provided a report regarding the November 3, 2020 General Municipal Election.

A motion by Councilmember Kearney was seconded by Mayor Pullen-Miles to adopt Resolution No. CC-2006-031, calling for the November 3, 2020 General Municipal Election, calling for a Special Election to be held should there be a tie vote, and designating the Assistant City Clerk as the Election Official; adopt Resolution No. CC-2006-032, requesting County Services; and adopt Resolution No. CC-2006-033, adopting candidate statement regulations was carried by a vote of 5 - 0.

14. **Update on the Use of the Best Western Hotel and Baymont Inn as Temporary Homeless Shelters through “Project Roomkey”**

Recommendation: that the City Council receive and file this report, and provide direction to staff as appropriate.

Municipal Services Director Michael Reyes provided a report regarding the Use of the Best Western Hotel and Baymont Inn as Temporary Homeless Shelters through “Project Roomkey”

Mayor Pro Tem Suarez commended Municipal Services Director Reyes for continuing to stay current with “Project Roomkey” and inquired about the areas where the homeless individuals originated from. Municipal Services Director Reyes responded that he does not have clear understanding of where the homeless individuals come from.

Mayor Pullen-Miles inquired about the admitting of homeless residents from Lawndale, Director Reyes responded accordingly.

A dialogue ensued between the City Council and staff regarding an influx on homeless individuals showing up in the City.

Public Comment

Pam London, Resident, expressed concerns about the hotels in Lawndale converting to homeless shelters and had various questions regarding “Project Roomkey”.

Mayor Pullen-Miles requested that staff address the questions posed by public comment at a future meeting.

Councilmember Reid provided a response to the public comment.

The City Council reached a general consensus to receive and file the report.

15. Consideration of Further Modifications to City Operations Due to the COVID-19 Pandemic

Recommendation: that the City Council postpone the July 18, 2020 Inaugural Lawndale Music Festival and reschedule the event for Sunday, September 13, 2020 following the 8th Annual Blues Festival on Saturday, September 12, 2020 at Jane Addams Park.

Community Services Director Mike Estes reported on the consideration of Further Modifications to City Operations Due to the COVID-19 Pandemic.

The City Council reached a general consensus to postpone the July 18, 2020 Inaugural Lawndale Music Festival and reschedule the event for next year and continue with the 8th Annual Blues Festival on Saturday, September 12, 2020 at Jane Addams Park.

H. CITY MANAGER'S REPORT

City Manager Kevin Chun spoke about law enforcement’s actions during and before the 4th of July holiday to prevent the use of illegal fireworks and reported that the California Contract City Association are in the process of forming a committee of City Managers working with Los Angeles County to plan what will happen with the hotel residents once “Project Roomkey” comes to an end.

I. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Osborne had nothing to report.

Councilmember Reid reported concerns of two residents he spoke with, regarding City Parks and the railway fencing.

Councilmember Kearney attended a zoom meeting with Liability Trust Oversight Committee, the Lawndale High Schools Drive-Thru graduation, Black Lives Matter rally. Councilmember Kearney wished all Fathers a Happy Father's Day and everyone to have a safe and sane 4th of July.

Mayor Pro Tem Suarez attended the South Bay Cities Council of Government Steering Committee meeting.

Mayor Pullen-Miles attended a Black Lives Matter rally, the Lawndale High School Graduation ceremony, the Leuzinger High School Graduation ceremony. Mayor Pullen-Miles met with six Lawndale residents concerning fireworks, police reforms and parks.

J. CLOSED SESSION

At 7:42 p.m. the City Council entered into closed session.

17. 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 Best Western Plus South Bay Hotel, Baymont Inn, and the County of Los Angeles.

18. Public Employee Performance Evaluation

The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the City Manager.

At 9:05 p.m. the City Council entered back into open session

City Attorney Tiffany Israel reported the City Council met in Closed Session to discuss the two items listed on the Closed Session agenda. The City Council was updated on both items and there was no reportable action taken.

K. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 9:05 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

Approved: 7/6/2020



CITY OF LAWDALE

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

DATE: July 6, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Michael Reyes, Director of Municipal Services

SUBJECT: Update on the Use of the Best Western Hotel and the Baymont Inn as Temporary Homeless Shelters Through Project Roomkey

BACKGROUND

On April 3rd, in an effort to provide shelter to asymptomatic homeless individuals who are most susceptible to COVID-19 (those 65 years of age or older or have a pre-existing medical condition), Governor Gavin Newsom launched “Project Roomkey” which aims to provide hotel and motel rooms for the state’s unhoused population. The Best Western Plus South Bay Hotel, located at 15000 Hawthorne Boulevard was contacted by, and accepted an offer from, the County independent of and without consulting the City to secure the use of the entire hotel for a three month period, with the possibility of extending the duration of the contract for an additional three, one month periods.

On April 15th, members of the Los Angeles Homeless Services Authority (LAHSA) and People Assisting the Homeless (PATH), began operating the Best Western as a Project Roomkey hotel. The hotel began admitting homeless guests on April 23rd, with the objective of filling all 97 available rooms.

On May 27th, a second Project Roomkey hotel opened in Lawndale. The Baymont Inn located at 14814 Hawthorne Blvd has 106 rooms and will be utilizing 103 rooms to house homeless individuals. Day-to-day operations at this property are conducted by First to Serve, a faith based homeless care provider. This report is intended as an update of both Project Roomkey’s operations in Lawndale.

STAFF REVIEW

Since opening its doors to homeless guests, the Best Western has maintained a near full capacity with 95 rooms currently occupied with 107 occupants. The hotel continues to be staffed by two medical personnel each day from 7:00 am until 7:00 pm who check the temperature and make health assessments of everyone entering the hotel. The hotel also has two security guards assigned to the property 24 hours a day who do regular patrols of the property, and monitor all traffic into and out of the property. Also, the east entrance to the parking lot has been and will remain secured for the duration of Project Roomkey, to prevent hotel guests from gaining direct access into the neighborhood east of the hotel.

LAHSA and PATH also have staff on site to provide Case Management services to all homeless guests, with the ultimate goal of finding them long term housing.

The Director of Municipal Services has been assigned to act as a liaison with all hotel, PATH, and LAHSA staff for the duration of this project, on all things related to Project Roomkey. The Director visits the hotel and makes contact with hotel staff on a twice daily basis.

To date, there have been no significant incidents of criminal behavior or suspicious activity which would be cause for alarm. Staff provided PATH with a list of known homeless Lawndale residents who met the criteria for admission into the hotel. PATH has provided the City with 24 rooms for Lawndale homeless and all 24 of those promised rooms are being used for homeless individuals from Lawndale. The Municipal Services Department, as part of the City's Homeless Outreach Program had made contact with some of Lawndale's homeless residents prior to the start of Project Roomkey, using phone numbers obtained through the outreach program were able to contact and confirm with them directly that they had been given rooms at the hotel.

The Baymont Inn is operating in a similar manner as the Best Western. Currently 101 of the 103 rooms are occupied with a total of 117 homeless guests. Security guards and First to Serve staff (a separate homeless services provider) are on site 24 hours a day for the duration of this operation, and medical staff are on hand, with case managers who are active participants in the day to day operations at the hotel. Staff will continue to make twice daily visits to this property as well as the Best Western to remain informed and aware of any safety or policy concerns.

Community members have raised concerns about public safety and want to know what actions the City has taken to prevent Project Roomkey operations in Lawndale. All Project Roomkey arrangements were made between the County of Los Angeles and local hotel owners independent of the City of Lawndale. The City was not included in any preliminary discussions prior to the beginning of Project Roomkey operations, and the City was not consulted by the County prior to the opening of hotels in Lawndale.

A number of options were considered by the City to prevent Project Roomkey operations in Lawndale including administrative measures such as the revocation of the hotels use permits due to violations to the City zoning code, and/or legal action to block the opening of the hotels. Both of these options were deemed impractical as the City Attorney's office advised that legal action taken by other cities such as Norwalk, Bell Gardens, and Laguna Hills before the City's Project Roomkey hotels began operating proved to be unsuccessful in court. Moreover, as a result of those cases, the County Counsel's office has also threatened to seek attorneys' fees from the City should the City seek to revoke the hotels' permits or file litigation against the hotels and/or County regarding the Project Roomkey hotels. The City Attorney further advised that the administrative process would not work to revoke use permits, as the courts have held that the State and County's Emergency Declarations circumvent a city's land use rules.

As such, staff is working with LASD to ensure the safety and well-being of Lawndale community, and that no problems associated with the Project Roomkey hotels spill onto Lawndale streets. In addition, staff is working with hotel management to continue collecting transient occupancy tax (TOT) as their rooms are rented and in use.

Staff will continue to provide the City Council with updates at all City Council meetings for the duration of Project Roomkey.

FISCAL IMPACT

Estimated annual funding requirements are unknown at this time, although staff and Sheriff's deputies are monitoring the hotel, resulting in a reduction in time available for other duties.

RECOMMENDATION

Staff recommends that the City Council receive and file this report, and provide direction to staff as appropriate.



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556
www.lawndalecity.org

DATE: July 6, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KM Chun*

PREPARED BY: Kahono Oei, Interim Director of Public Works *or*
Matthew Ceballos, Assistant City Clerk *MC*

SUBJECT: South Bay Fiber Network connection, Letter of Intent

BACKGROUND

On October 21, 2019, the City Council approved a contract with Spectrum cable for dedicated internet access and Ethernet Private Line services. The dedicated internet access provides all computers, servers, and other devices general access to the internet, whereas the Ethernet Private Line services is a point to point transport line from City Hall to the Public Works yard to provide telephone connection as well as the internet access and connectivity to City Hall servers.

The contract with Spectrum is for 5 years (expiring on October 20, 2024) with a monthly fee of \$1,475.00 for the duration of the contract. The current dedicated internet connection speed is 100 Megabytes per Second (Mbps) and the speed for the point to point connection to the Public Works yard is 100 Mbps.

STAFF REVIEW

In 2019, City staff met with the South Bay Cities Council of Governments (SBCCOG) to discuss the City's participation in the South Bay Fiber Network (SBFN) ring which is meant to serve all South Bay cities with a high speed internet connection using fiber optic technology. At that time, the plan was to connect City Hall and the Public Works yard with a transport line provided by the SBFN. However, due to an unforeseen potential financial obligation with connecting to the SBFN, the City changed course and opted to enter into a 5 year service contract with Spectrum for both Dedicated Internet Access and an Ethernet Private Line connection between City Hall and the Public Works yard.

The SBFN ring is being constructed using the approved Measure M funding through LA Metro, and as part of the requirement, all cities in the South Bay must express a level of intent to participate with the SBFN once the system is completed. Currently, all South Bay Cities have expressed a willingness to participate in the SBFN (though not all are directly connected at this point due to existing contracts with other communication carriers serving as their internet provider). The City of Lawndale is the only city that has not expressed its intent to participate in the SBFN system.

Based on recent meetings with SBCCOG and Public Works, staff believes it is worth revisiting the possibility of participating in the SBFN. Staff believes there are substantial benefits if the City were to participate in the SBFN. The main benefit is the speed of the SBFN system. Because it uses fiber optic technology, the SBFN can offer an internet connection of 1 Gigabyte per second (Gbps) which is 10 times the speed of the City's current connection with Spectrum. Also, because of this technology and speed, the SBFN network will allow for reliable and consistent service, faster data transfer, and a highly secure system. In addition, the SBFN network can benefit the City with an interconnection to all South Bay cities and connection to Metro's Traffic Management System, Regional Integration of Intelligent Transportation System (RIITS), and the County's Information Exchange Network (IEN) which will be vital for future capital improvement projects (e.g., a potential Hawthorne Boulevard signal synchronization project). Another significant benefit with participation is not having to pay for the initial construction costs for connecting City Hall and the Public Works yard to the SBFN system. This cost is approximately \$50,000 and the City would receive this benefit by expressing its intent to participate in the SBFN network now (even if ultimately the City does not connect and pay for the service). If the City chooses not to express its intent to participate that this time, and then at a later time chooses to connect to the SBFN network, the City would have to bear the \$50,000 construction cost for connection.

In September 2019, the City submitted the letter of commitment, attached, to connect to the SBFN with a minimum level of service for a transport line between the City hall and Public Works yard. In the end, the City did not move forward with the SBFN transport line and instead opted for this service through Spectrum. In order for the City to participate in the SBFN network now, the City will need to submit a new letter of intent to the SBCCOG as also attached for the City Council's review and approval.

The letter of intent does not bind the City to any future service nor add any additional costs associated with the SBFN connection (i.e., this letter of intent is not an agreement for service activation at this time). The letter of intent gives the City flexibility to activate and pay for SBFN service at the end of the Spectrum contract, or to forego any service or participation with SBFN should it not meet the City's needs. The monthly service cost may be negotiated at the time of potential connection in the future. The current pricing structure for the services the City would potentially need would be \$1900 per month. If/when the City is ready to activate SBFN service in the future, the City can evaluate whether this monthly cost is worthwhile. Any monthly fee for service would be paid to the internet service provider (Race Communications) and not to the SBCCOG.

Considering all the above, there is no commitment or risk to the City stating its intent to participate in the SBFN. As such, staff recommends that the City Council approve the letter of intent and authorize the City Manager to sign and send the letter to the SBCCOG.

Cost Analysis breakdown:

Provider	Service	Cost per Month (\$)	Bandwidth (Mbps)	Cost/Bandwidth
Spectrum	Dedicated Internet Access	\$615.00	100	\$6.15
SBFN	Dedicated Internet Access	\$1,000.00	1000	\$1.00
Spectrum	P2P Transport Line	\$860.00	100	\$8.60
SBFN	P2P Transport Line	\$900.00	1000	\$0.90

LEGAL REVIEW

The City Attorney has reviewed the Letter of Intent to participate in the South Bay Fiber Network and has approved it as to form.

FISCAL IMPACT

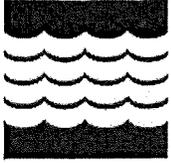
The cost associated with the installation of the fiber optic connection to the SBFN will be absorbed by SBCCOG as part of their Measure M funding, and the future cost associated with SBFN service will be negotiated at the time of the connection to the system.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute and submit the letter of intent to the SBCCOG for participating in the South Bay Fiber Network.

Attachment:

Letter of Commitment, September 4, 2019
Draft Letter of Intent to participate in the South Bay Fiber Network



SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

20285 S. Western Ave., #100

Torrance, CA 90501

(310) 371-7222

**South Bay Fiber Network (SBFN)
Letter of Commitment**

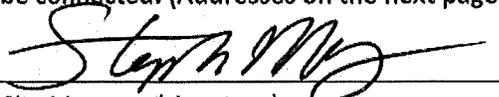
To: South Bay Cities Council of Governments:

On behalf of the City/Agency of Lawndale ("City"), we confirm our organization's commitment to connect to the South Bay Fiber Network (SBFN). **We commit to participate in the SBFN at a minimum service level of at least 1 GB at \$900/month (total) for a transport line between two city designated buildings/sites.** We understand that, for sites in the South Bay region, up-front capital costs will be paid by South Bay Cities Council of Governments (SBCCOG) using approved sub-regional Measure M funds. Sites outside the South Bay will be addressed on a case by case basis. We commit to paying the monthly recurring costs for our elected term of either a three- or five-year period **if the service level provided meets or exceeds the City's needs.**

We commit to:

- Execute an addendum to the final SBCCOG contract with American Dark Fiber, LLC (ADF), the selected vendor, to provide services;
- Work with SBCCOG and ADF personnel to:
 - Meet to address and resolve our questions;
 - Enumerate buildings and sites within the South Bay Cities region to be connected, by **August 16, 2019;**
 - Define a timeline for permitting, construction, and installation to enable SBFN network connections;
 - Assist with expediting necessary permits;
 - Jointly agree with SBCCOG the date that ADF will provide initial service to your designated, expected in April-June 2020.

At this time, we commit to a transport line to and from two sites, for a total cost of \$900 a month, to be connected. (Addresses on the next page)



City Manager (signature)

9/4/2019

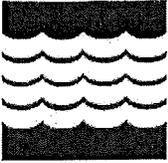
Date

Steve Mandoki

City Manager

City of Lawndale

City/Agency



SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

20285 S. Western Ave., #100
Torrance, CA 90501
(310) 371-7222

City / Agency: City of Lawndale

Number	Address	Term (3-yr / 5-yr)	Requested Bandwidth	Lit Services? Or Transport Only?
1.	14714 Burin Avenue; Lawndale, CA; 90260; City Hall Transport To/From 4722 Manhattan Beach Boulevard; Lawndale, CA; 90260; Public Works	TBD	1 Gbps	Transport Line Only – @ \$900 a month (total)
2.				
3.				
4.				
5.				
6.				
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18.				
19.				
20.				

July 7, 2020

Ms. Jacki Bacharach
Executive Director
South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA. 90501

Subject: Letter of Intent to Participate with the South Bay Fiber Network

Dear Ms. Bacharach:

With this Letter of Intent, the City of Lawndale states its interest in participating with the South Bay Fiber Network (SBFN) project. In the City's sole and absolute discretion, the City may elect to connect to the SBFN upon the termination of its current contract with Spectrum (Charter Communications). The current contract with Spectrum is anticipated to end in about 5 years from the date of this letter. If the City decides to connect to the SBFN at the conclusion of the City's contract with Spectrum, the City will pay the monthly cost of up to \$1,900.00 per month for service at City Hall and Public Works Department building, or the cost can be negotiated at the time the City decides to connect to the SBFN.

Based on its current situation, the City anticipates having two designated sites, City Hall and Public Works Department located at 14717 Burin Avenue and 4722 Manhattan Beach Boulevard, respectively. The SBFN services will include a minimum 1 GB band width internet connection, and point to point connection.

Based on the information provided by the South Bay Council of Governments (SBCCOG) staff, all upfront costs to provide the fiber optic connection from the SBFN ring to the City Hall point of connection will be paid for by SBCCOG utilizing the approved sub-regional Measure M funds.

The City will assist SBCCOG, American Dark Fiber, and its contractor to secure the necessary encroachment permit as well as the inspection of the construction activities.

Should you have any questions or need additional information, please feel free to call Mr. Kahono Oei, Director Public Works at (310) 973-3200.

Sincerely,

Kevin M. Chun
City Manager

C: City Council
Director of Public Works
Assistant City Clerk



CITY OF LAWDALE

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

DATE: July 6, 2020

TO: Honorable Mayor and City Council

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

PREPARED BY: Kahono Oei, P.E, Interim Director of Public Works/City Engineer *[Signature]*

SUBJECT: Approval of Revisions to City Council Policy 102-18 with Resolution No. CC-2007-038, Regarding the City's Parkway Design Policy Guidelines

BACKGROUND

On February 20, 2018, City Council approved and adopted City Council Policy No. 102-18 with Resolution No. CC-1802-005, establishing the City's Parkway Design Policy Guidelines ("Guidelines"). Subsequently, at its regular meeting on October 21, 2019, the City Council revisited and approved revisions to the Guidelines based on input from residents that had concerns with Public Works Department conditional encroachment permit requirements.

The previous requirements included having a licensed contractor for all work within the parkway and limiting the height of parkway landscaping up to 6" in height.

For the purposes of this document, the term "parkway" is defined as the area of the street between the back of curb and the sidewalk that is typically planted or landscaped. Also, the term "landscape improvements" includes groundcovers, natural turf, and other non-vegetative landscape materials but does not include street trees.

The intent of the Guidelines is to provide a consistent and manageable design palate available for all parkways in the City's rights-of-way. The upkeep of parkways including the adjacent sidewalk will continue to be the responsibility of the abutting property owner in accordance with the City's Municipal Code and State's Street and Highway Code.

STAFF REVIEW

In order to make it easier for residents to maintain parkway landscaping, on October 21, 2019, the City Council revised the Guidelines eliminating the licensed contractor requirement for work within the parkway, unless the work is related to concrete improvements such as sidewalk and driveway approaches. In the case of concrete work, the homeowner would be required to hire a licensed

contractor and obtain a City permit. In reference to the height limits of the parkway landscape, the City Council also revised the parkway landscaping height limit from 6” to a maximum of 12”.

COMMISSION REVIEW

The Planning Commission recommended approval of the Guidelines in 2017, and the minor revisions by the City Council in 2019 does not require a subsequent review by the Planning Commission.

LEGAL REVIEW

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

FUNDING

N/A

RECOMMENDATION

Staff recommends that the City Council approve Resolution No. CC-2007-038 adopting revised City Council Policy No. 102-18.

Attachments:

1. Resolution No. CC-2007-038
2. Revised City Council Policy No. 102-18 and Parkway Design Policy Guidelines

RESOLUTION NO. CC-2007-038

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING REVISED CITY COUNCIL POLICY NO. 102-18,
PARKWAY DESIGN POLICY GUIDELINES**

WHEREAS, the City Council of the City of Lawnsdale has established a City Council Policy Manual to set forth and identify policies of the City Council which may not otherwise be established in ordinances of the City, or which are restated to further amplify existing City policy; and

WHEREAS, all policies included in the City Council Policy Manual are adopted by resolution; and

WHEREAS, the City Council has determined that there is a need to revise the existing policy pertaining to parkways; and

WHEREAS, the Parkway Design Policy Guidelines provides rules regarding the design, construction, and maintenance of landscape improvements within the part of the public street right-of-way commonly referred to as the parkway; hence, the term "parkway" is defined as the area between the back of the curb and the sidewalk that is typically planted or landscaped.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council approves the revised City Council Policy No. 102-18, entitled "Parkway Design Policy Guidelines", attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The City Clerk Department is directed to enter said policy into the City Council Policy Manual.

SECTION 3. This resolution shall take effect as of the date of its passage and adoption.

PASSED, APPROVED AND ADOPTED this 6th day of July, 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-2007-038 at a regular meeting of said City Council held on the 6th day of July, 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

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

Exhibit "A"

CITY COUNCIL POLICY

<u>SUBJECT:</u> Parkway Design Policy Guidelines	<u>POLICY NO.:</u> 102-18	<u>DATE ADOPTED:</u> a) a) 02/20/18 b) <u>07/06/20</u>
	<u>AUTHORITY:</u> Resolution No. CC-1802-005 <u>Resolution No. CC-2007-038</u>	

See attached



PARKWAY DESIGN POLICY GUIDELINES

City of Lawndale

July 2020~~FEBRUARY 2018~~

WHY ARE PARKWAYS IMPORTANT?

1

The parkway is the strip of land between the street and the walkway. The parkway and walkway together make up the sidewalk, which is part of the public right-of-way. Street trees are planted in the parkway and are the most important plants in the parkway.

Parkways are important to individual property owners and the City as a whole for the following reasons:

- Parkway provide soil volume that street trees need to grow into healthy, mature trees that provide shade, collect stormwater, consume carbon dioxide (CO2) and provide other environmental and health benefits.
- Parkway can collect stormwater and irrigation runoff and return it to the groundwater table.
- Parkway provide a buffer between pedestrians on the walkway and cars in the street.
- Parkway improve the curb appeal of your home, potentially increasing its value.
- Parkway enhance the visual quality of the city.

In Lawndale, the property owner adjacent to the parkway is responsible for maintaining all of the parkway, except the street trees, which are maintained by the City. The parkway trees can only be planted, trimmed, and removed by the City and not by private property owners (Lawndale Municipal Code Chapter 12).

Parkways can be designed in a variety of ways, depending on the individual property owner's design objectives and commitment to maintenance. However, all parkways should require relatively little supplemental water, little mowing and little fertilizing to reduce their carbon footprint. In particular, conventional grass parkways that require high levels of supplemental water and regular mowing and fertilizing should be avoided. See examples of low water use turf in Table 1, page 5.



PARKWAY	WALKWAY	LANDSCAPED
SIDEWALK		SETBACK

To reduce water use, carbon emissions, and provide storm and irrigation water infiltration, soil volume for street trees, a buffer between pedestrians and the street, pedestrian access between the street and walkway, visibility of both motorists and pedestrians, erosion/fugitive dust control, and the visual benefits of landscaped parkways, all parkways must be:

- As wide as possible, minimum walkways widths of 4 feet in residential zones and 5 feet in commercial zones.
- At the same elevation as the top of curb and finished surface of walkway within 6 inches of them, for example, granular soil 2 inches below top of curb and walkway elevations and covered with 2 inches of compacted mulch, so the surface elevations of the walkway or curb and adjacent parkway are the same.
- Landscaped parkways must be irrigated in a manner that results in zero overspray onto the walkway or street, e.g., buried in-line drip irrigation system.

The parkway must be constructed in either of two options ONLY:

Walkable Parkway:

- At least 75% landscape coverage using natural turf and/or walkable plant materials, which require minimum mowing and are drought tolerant. Examples can be found in Table 1. Irrigation schedules must be in accordance with local water service provider (Golden State Water).

Non-walkable Parkway:

- At least 75% coverage using live landscape / groundcover material and either 1) slightly swaled; sloping a few inches to the center at not more than a 3:1 slope, to collect storm and irrigation water or 2) groundcover must be native species, drought tolerant (examples can be found in Table 2), and must include a walkable pathway from the curb to the sidewalk which may not exceed 25% of the parkway.
- All unpaved parkway areas must be covered with a permeable natural material, e.g., compacted mulch, or stepping stones that prevent erosion and dust.

Parkway Requirements and Regulations:

- No encroachment permit is required for the installation or maintenance of grass or live drought tolerant natural turf or other allowable materials per these Parkway Guidelines (at or less than six inches in height) in 100% of the parkway.
- A “conditional” encroachment permit is required for the installation or maintenance of: live plant material other than grass or living drought tolerant natural turf (at or less than six inches in height), OR any non-living materials including, but not limited to, concrete, decomposed granite and/or compacted mulch – which non-living materials are limited to 25% of the parkway area.

To obtain a “conditional” encroachment permit the property owner or tenant must submit a simple sketch with details of the proposed improvements along with the permit application (photos may be included).

-A licensed contractor may be required to pull the permit and perform work in Public-Right-of Way involving the installation of, flat work, concrete removal and replacement, sprinklers installation that involves with any concrete work, remove and replace sidewalk, driveway approaches, curb and gutters.

However, a licensed contractor is not required if the parkway reconstruction only includes the removal and replacement of grass with no concrete removal and replacement of any sort involving the installation of non-

living materials:

- Drawings, sketches, plans, or other satisfactory written materials must indicate the types of parkway landscape materials to be used and respective quantities and a description of how and where each type of parkway landscape material will be applied.
- Pavers, stepping stones, and/or other hardscape (limited to 25% of parkway) must be properly constructed and maintained to not pose a tripping hazard.
- Each owner/tenant must promptly make necessary repairs if improvements are uplifted or damaged.
- Parkway must be maintained and kept free of weeds and otherwise comply with Lawndale Municipal Code Chapter 8.24, Property Maintenance and Nuisance Abatement.
- If parkway improvements fall into a state of disrepair and neglect, a conditional permit will be revoked and the property owner/tenant will be required to remove the improvements and re-landscape the parkway. This requirement is a condition of the permit and be enforced by the City.

For parkways adjacent to curbside parking, if the parkway planting is not walkable (see Table 2 for examples of vegetation that are not walkable), a means of access from the curb to the walkway will be required. The requirement will vary according to the adjacent use and street characteristics, for example:

- On heavily trafficked streets (major and minor arterials), an 18 inch wide paved, walkable strip along the back of the curb that is at the same finished elevation as the curb may be required.
- Where there are striped curbside parking spaces, a path across the parkway may be required every two cars between two marked spaces.



A path across the parkway completes access from parked cars to the walkway (non-walkable parkway with ground cover shown)

WHAT'S YOUR TYPE?

Type 1 Walkable Parkway - Low-Maintenance, Walkable Plants or Turf

If you want a parkway that requires minimal design and maintenance, install walkable vegetation such as natural turf or other grasses/perennials. Table 1 lists examples. Some of these materials only need to be mowed a few times a year to maintain a lawn-like appearance (see Table 1).

Type 2 Non-Walkable Parkway - Low-Growing, Low-Maintenance Ground Cover

If you want a parkway that requires a little more design and the addition of a walkway or stepping stones (limited to 25% of the parkway), and requires more maintenance, low-growing grasses and/or groundcover are permitted. There are many choices; Table 2 lists some of them. Your parkway may be a mix of grasses and ground cover.

NOT PERMITTED:

- Use of hardscape materials other than providing a walkable strip or covering more than 25% of the parkway
- Use of pebbles and rocks material
- Use of plants with thorns or sharp edges.
- Use of structures within the parkway.
- Use of plant materials that exceed 612-inches in height (excluding trees).

Preparing Your Parkway Soil

The most important thing you can do to ensure your parkway's success is to prepare the soil. Soil preparation saves you money in the long run because it reduces the need to replace plants, lowers water use and reduces fertilizer applications.

- Remove all existing turf - let it die and dig it out.
- Remove enough soil to create the swale described on page 2 and then remove 2-3 inches more.
- Till the parkway soil to a depth of one foot.
- Amend it with compost.

Watering Your Drought-Tolerant Parkway

Too much water can kill drought-tolerant plants. So don't over-water, especially in clay soil. The best approach is to water only when the soil is dry at a depth of 3 to 4 inches. Contact Golden State Water Company to verify permissible watering schedules. Additional information on outdoor irrigation may also be available through the water company.

On-Line Resources

Use these resources see images, recommended spacing, and detailed descriptions of these plants and others:

bewaterwise.com

theodorepayne.org

socialwatersmart.com

sunset.com and *Sunset Garden Book*

California Native Plants for the Garden Bornstein et al.

Table Legend

L= Low water use

M = Moderate water use

TABLE 1

EXAMPLES: Walkable Parkway Plants - No Path Required

Botanical Name	Common Name	Water Use	Notes
Natural Turf / Low Water Use / Low or No Mow Turf			
<i>Buchloe dactyloides</i> , UC Verde	UC Verde Buffalo Grass	N.L.	winter dormant
Low-Growing Perennials			
<i>Dymondia margaretae</i>	Dymondia	L	slow growing

Other untested ideas: there are several lawn substitute seed mixes, including Fleur de Lawn and Ecology Lawn that may work.

Dymondia margaretae



Table 2

Examples: Non-Walkable Parkway Low-Growing, Low-Maintenance Plants - Path Required

Botanical Name	Common Name	Water Use	Notes
Low-Growing Perennials/Succulents (6-inches or less)			
<i>Aptenia cordifolia</i> / <i>A. cordifolia</i> 'Red Apple'	Heartleaf Ice Plant	L	
<i>Delosperma cooperi</i>	Trailing Ice Plant	L	
<i>Drosanthemum floribundum</i>	Rosea Ice Plant	L	
Groundcover <i>Cotoneaster</i> varieties	<i>Gazania</i> (grayish lvs.)	M	
<i>Lessingia filaginifolia</i> 'Silver Carpet'	Beach Aster	L	
<i>Thymus</i> species	Thyme	M	
<i>Verbena peruviana</i> & hybrids	Verbena	L	
<i>Vinca minor</i>	Dwarf Periwinkle	M	Plant in shade
Low-Growing Shrubs (6-inches or less) - all require regular trimming at parkway edges			
<i>Cotoneaster dammeri</i> 'Lowfast', <i>C. salicifolia</i> 'Repens', <i>C. apiculatus</i> 'Tom Thumb'	Groundcover <i>Cotoneaster</i> varieties	M	

Aptenia cordifolia 'Red Apple'



Delosperma cooperi



Drosanthemum floribundum



Verbena peruviana varieties



Lessingia filaginifolia



Cotoneaster dammeri



Juniperus procumbens



Vinca minor



Examples of Type 1 Parkway (Walkable Plants)



Dymondia (Dymondia margaritae) is a low growing, walkable groundcover.

Examples of Type 2 Parkway (non-walkable plants)



Berkeley Sedge (*Carex Divulsa*) requires very little mowing

Gazanias are a reliable relatively drought-tolerant groundcover that tolerates light traffic.



A prostrate Rosemary like 'Huntington Carpet'.



CITY OF LAWNDALE

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

DATE: July 6, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager *KM*

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

SUBJECT: Award of Construction Contract to DBX, Inc., for Traffic Signal Installation and Modification Projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue

BACKGROUND

In December 2018, the City Council awarded an engineering design services contract to Hartzog & Crabill, Inc. (Consultant) for traffic signal installation and modification projects at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue (Project). The preliminary plans and specifications were completed by the Consultant in September 2019 and the final revised project plans and specifications were approved by City staff in February 2020.

In February 2020, the City Council approved the project plans and specifications and authorized staff to solicit bids for construction contracts.

The project 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 signals; 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.

STAFF REVIEW

The Notice Inviting Bids was advertised in the Daily Breeze Publications local newspaper, Bid America, and FW Dodge (green sheet).

A mandatory pre-bid meeting was held on March 4, 2020 and bids were received and opened on Wednesday, March 18, 2020 by the City Clerk staff in accordance with City bidding procedures. Six bids were received with bid bonds, evidence of contract licensing, insurance coverage, and project references for contracts of similar size and scope. Bids received are listed in the table below:

Bidders	Bid Amount
DBX, Inc., Temecula, CA	\$1,082,021.00
Select Electric, Inc., Cerritos, CA	\$1,142,283.00
California Professional Engineering, La Puente, CA	\$1,143,146.50
Bleco Elenor Group, Chino, CA	\$1,225,828.00
Cal Pro Max Engineering, Placentia, CA	\$1,270,780.00
Comet Electric, Chatsworth, CA	\$1,283,686.00

As a result of the bid analysis, staff finds that DBX, Inc., (Contractor) to have submitted the lowest responsible and responsive bid for the project in the amount of \$1,082,021 which is \$175,000 over the budgeted amount. Staff has reviewed the unit prices of the Contractor's bid, and found them to be consistent with current construction prices.

To keep the project within the budgeted amount, staff has performed value engineering and reassessed the scope of work. Staff has determined that there are potential large cost savings by readjusting the quantity of median construction materials at the intersection of Manhattan Beach Boulevard and Hawthorne Boulevard. Instead of constructing a new curb median with decorative stones, the new curb median quantities were adjusted to include curb only construction and the decorative stones will be replaced with dense graded soil. These adjustments also reduce utilization of the asphalt concrete materials and the aggregate base materials. Hence, these changes do not compromise the original proposed safety enhancements and creating a longer left-turn pocket extension for the eastbound and westbound vehicles.

The Contractor has agreed to these quantity adjustments and reduced construction contract amount of \$175,000. The reduced contract amount includes quantity reduction in removals and replacement of concrete medians, concrete sidewalk, curb and gutter, asphalt concrete, excavation, mobilization and demobilization, traffic controls, and backfill materials. The revised negotiated construction contract amount is \$907,021. A ten percent construction contingency amount of \$90,702 and engineering services in the amount of \$10,000 will be set aside for use in the event of unforeseen circumstances.

Staff performed a background check and found the contractor to be current with a "Class A" contractor license. The contractor's references were contacted and all indicated satisfactory work was performed.

Staff recommends the award of a construction contract to DBX, Inc., of Temecula, CA. The anticipated project will be completed in 160 calendar days from the Notice to Proceed.

LEGAL REVIEW

The City's standard construction contract, which is included in the project specifications template, has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

Full funding for this project is available in Measure R Grant, STP-L Exchange, and SB-1 funds. The following is the breakdown for the construction cost and the funding sources.

<u>Construction Cost:</u>	
Contract Amount:	\$ 907,021.00
10% Construction Contingency:	\$ 90,702.00
Engineering Services:	\$ 10,000.00
Total Amount:	\$1,007,723.00

<u>Project Funding Sources:</u>		
Measure R Grant	Account No. 275-310-700.127	\$ 452,876.00
STP-L Exchange	Account No. 271-310-700.264	\$ 531,870.00
Bond Funds	Account No. 307-610-700.263	\$ 22,977.00
Total Amount:		\$1,007,723.00

If the project is approved, it is anticipated the project will commence in August 2020 due to the availability of the traffic signal equipment which requires a minimum order lead time of 14 weeks. The project is anticipated to be completed in December 2020.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt the plans, specification and working details for Traffic Signal Installation and value engineering modification for the project at Manhattan Beach Boulevard/Hawthorne Boulevard and Marine Avenue/Osage Avenue, and
2. Award a construction contract in the amount of \$907,021 to DBX, Inc., for the project, and
3. Approve a ten (10%) contingency of \$90,702 to avoid project delays and facilitate timely project completion, and
4. Approve engineering services in the amount of \$10,000 for construction support.

Attachments:

1. Construction Contract Agreement
2. Project Location Map
3. Executed Funding Agreement Measure R
4. Executed Funding Agreement STP-L Exchange

ATTACHMENT 1
Construction Contract Agreement

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWNSDALE, CALIFORNIA**, hereinafter referred to as the "**City**," and **DBX, Inc.**, hereinafter referred to as the "**Contractor**,".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**TRAFFIC SIGNAL INSTALLATION AND MODIFICATION PROJECT-Marine Avenue and Osage Avenue, and Manhattan Beach Boulevard and Hawthorne Boulevard, PROJECT NO. 2019-04 & 09**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the plans and specifications.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **one hundred-sixty (160) calendar days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 10 days and shall include data supporting the request.

ARTICLE IV: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges and agrees that he and any subcontractor under him must comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

ARTICLE VII: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor hereby agrees that the Contractor and any subcontractor under him submit weekly to the City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

ARTICLE IX: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the

City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE X: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XI: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XII: It is to be made known that the improvement contemplated in the performance of this contract is a federal-aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XIII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XIV: 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. Similarly, 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.

ARTICLE XV: 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.

ARTICLE XVI: 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.

**CITY: CITY OF LAWDALE,
CALIFORNIA**

Dated _____, 20__

By: _____
MAYOR

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: DBX, Inc.

By: _____
AUTHORIZED REPRESENTATIVE

TITLE

By:

AUTHORIZED REPRESENTATIVE

TITLE

(Attach acknowledgment for each
Authorized Representative of Contractor.)

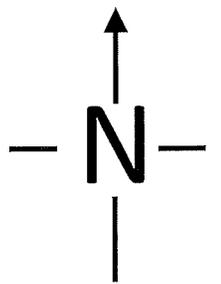
Address: _____

Phone: _____

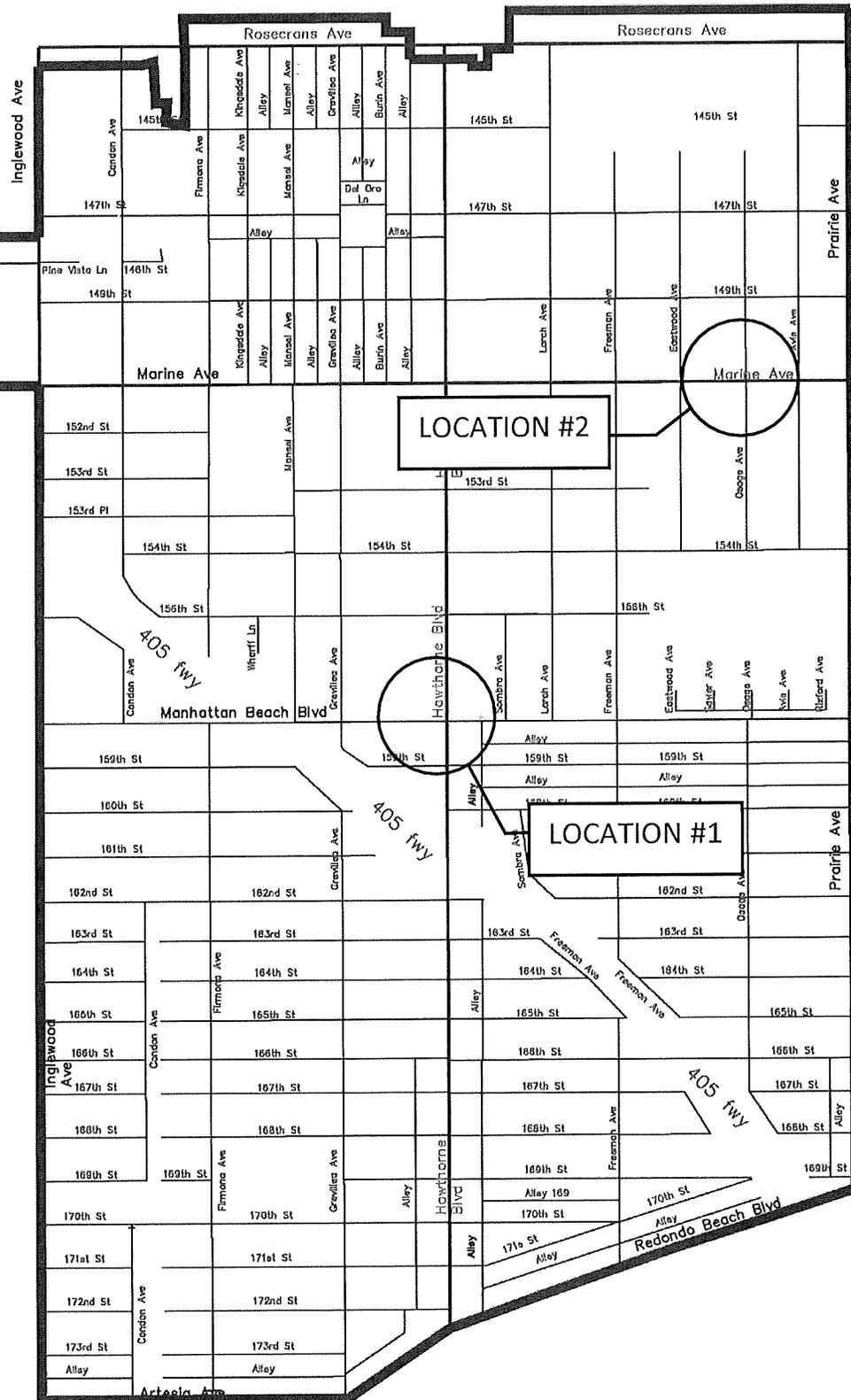
Fax: _____

Email: _____

ATTACHMENT 2
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

ATTACHMENT 3
Executed Funding Agreement Measure R

**MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM (General)**

This Funding Agreement ("FA") is made and entered into effective as of December 1, 2017 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Lawndale ("GRANTEE") for Manhattan Beach Blvd. at Hawthorne Blvd. Left-Turn Traffic Signal Improvements, LACMTA Project ID# MR312.31 and FTIP# LA0G1430, (the "Project"). This Project is eligible for funding under Line 33, Interstate 405, I-110, I-105 and SR-91 Ramp and Interchange Improvements (South Bay) of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the funding set forth herein is intended to fund Plans, Specifications and Estimates (PS&E), and Construction of the Project.

WHEREAS, the LACMTA Board, at its April 27, 2017 meeting, programmed \$507,799, in Measure R Funds to GRANTEE for Plans, Specifications and Estimates (PS&E), and Construction of the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$300,000 in Measure R Funds in Fiscal Years (FY) FY 2017-18; and \$207,799 in FY 2018-19. The total designated for Plans, Specifications and Estimates (PS&E), and Construction of the Project is \$507,799.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan- Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Monthly Progress Report
9. Attachment D-2 – Quarterly Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Attachment G – Special Grant Conditions
13. Any other attachments or documents referenced in the above documents

FTIP #: LA0G1430
Subregion ID: I-405, I-105 and SR-91 Ramp And
Interchange Improvements (South Bay)

Project#: MR312.31
Funding Agreement# 92000000MR31231

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Phillip A. Washington Date: 4/20/18
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Mary Wickham Date: 12/20/17
Deputy

GRANTEE: CITY OF LAWNSDALE

By: Robert Pullen-Miles Date: 3-26-18
Robert Pullen-Miles
City Mayor

APPROVED AS TO FORM:

By: Tiffany Israel Date: 3-15-18
Tiffany Israel
City Attorney

ATTEST

By: Rhonda Hofmann Gorman Date: 3/27/18
Rhonda Hofmann Gorman
City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Manhattan Beach Blvd. at Hawthorne Blvd. Left-Turn Traffic Signal Improvements - Plans, Specifications and Estimates (PS&E), and Construction. LACMTA Project ID# MR312.31, FTIP#LAOG1430.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$507,799 (the "Fund") for the Project. LACMTA Board of Directors' action of April 27, 2017 granted the Measure R Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) FY 2017-18, and FY 2018-19.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Monthly Progress Report and/or the Quarterly Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Construction & Engineering in writing. If the LACMTA's Senior Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Managing Executive Officer of Construction & Engineering. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes it can make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D-1. In no event can the final milestone date be amended by a Monthly Progress Report.
7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
8. **Attachment D** is the Project Reporting & Expenditure Guidelines. GRANTEE shall complete the "Monthly Progress Report" and/or the "Quarterly Expenditure Report". The Monthly Progress and Quarterly Expenditure Reports are attached to this FA as Attachments D-1 and D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.
9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
10. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.
11. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed

without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

12. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Isidro Panuco
LACMTA PROJECT MANAGER
MAIL STOP 99-22-9
PHONE (213) 418-3208
E-MAIL PanucoI@metro.net

13. GRANTEE's Address:

City of Lawndale,
4722 Manhattan Beach Blvd.
Lawndale, CA 90260
Attention: Paul Hiney
PHONE (310) 973-3260
E-MAIL Phiney@lawndalecity.org

14. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MR312.31 and FA#920000000MR31231
LACMTA Project Manager Isidro Panuco; Mail Stop 99-22-9

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. GRANTEE staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. GRANTEE must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Reports.

GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Monthly Progress Report (Attachment D-1) within seven (7) days from the last day of each month, if required, and submit the draft of Quarterly Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA shall review and respond in writing to the draft Monthly Progress and Quarterly Expenditure Reports within five (5) business days from receipt. Grantee shall submit the LACMTA pre-approved Monthly Progress Report and Quarterly Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Monthly Progress and Quarterly Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require

GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.3 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable

and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.10 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be

reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and
- (v) Submitting the Monthly Progress and Quarterly Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2022. All Funds programmed for FY 2018-19 are subject to lapse by June 30, 2023.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include; but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE'S failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.12 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 GRANTEE will advise LACMTA prior to any key Project staffing changes.

13.14 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.15 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT 4
Executed Funding Agreement STP-L Exchange

EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE
TRANSPORTATION PROGRAM — LOCAL FUNDS

This Exchange Agreement and Assignment of Federal Surface Transportation Program-Local Funds ("AGREEMENT"), is made and entered into as of March 13, 2017, by and between the City of Lawndale ("CITY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. CITY is eligible for and has available Federal Surface Transportation Program-Local funds ("STP-L Funds").
- B. CITY desires to exchange \$590,220 of CITY's STP-L Funds for a like amount of LACMTA Local Transportation Funds ("LACMTA Funds").
- C. LACMTA is willing to exchange \$590,220 in LACMTA Funds for a like amount of CITY's STP-L Funds subject to the terms and conditions contained herein.
- D. An exchange of CITY's STP-L Funds with LACMTA Funds is beneficial to and in the general interest of CITY and LACMTA.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and LACMTA, and of the promises contained herein, it is hereby agreed as follows:

AGREEMENT:

- 1. CITY hereby assigns to LACMTA \$590,220 of CITY's STP-L Funds. LACMTA shall be authorized to deduct such amount from CITY's STP-L Fund balance. This assignment shall be automatically effective upon full execution of this AGREEMENT without the necessity of the execution, delivery or recording of any further instrument whatsoever. Notwithstanding the foregoing, at LACMTA's request, CITY shall execute and deliver such documents and instruments as may be required to evidence such assignment of STP-L Funds.
- 2. LACMTA hereby accepts CITY's assignment of CITY's STP-L Funds for use on Federal-aid-eligible project(s), to be determined by LACMTA in its sole and absolute discretion.
- 3. Upon receipt of (i) a fully executed AGREEMENT, (ii) CITY's written certification of the amount of CITY's STP-L Fund Balance, as defined herein, which CITY's STP-L Fund Balance shows that CITY has sufficient STP-L Funds to meet its obligations hereunder, and (iii) LACMTA's deduction of CITY's STP-L Funds as provided in paragraph 1 above, LACMTA shall pay CITY \$578,416 of LACMTA Funds which includes the deduction for the processing fee described in paragraph 5 below. For purposes of this AGREEMENT, CITY's "STP-L Fund Balance" shall mean the amount of funds contained in CITY's STP-L Fund account as of the date that this AGREEMENT is fully executed

plus CITY's FY17 apportionment share of STP-L Funds. If the STP-L Fund Balance is insufficient to satisfy CITY's exchange obligations hereunder, CITY hereby authorizes LACMTA to deduct from CITY's future STP-L Funds until LACMTA has in the aggregate received the amount of CITY's STP-L Funds specified in paragraph 1 above.

4. CITY must complete an Automated Clearing House (ACH) form as provided in Exhibit A to allow LACMTA to make disbursements electronically. Disbursements via ACH will be made at no cost to CITY. If electronic disbursements are not the preferred method of disbursement, CITY may request an exception in writing.

5. CITY shall pay LACMTA a two-percent (2%) processing and administrative fee ("the Processing Fee") in connection with the exchange contemplated by this AGREEMENT. The Processing Fee shall be assessed against the total amount of LACMTA Funds payable to CITY. CITY hereby authorizes LACMTA to deduct the Processing Fee from the amount LACMTA is to pay CITY hereunder.

6. CITY shall expend the LACMTA Funds on STP-L-Eligible Projects by the Lapsing Date. For the purposes of this AGREEMENT, "the Lapsing Date" shall mean the date that is five (5) years from the date that this AGREEMENT is fully executed. Any LACMTA Funds not expended by the Lapsing Date shall lapse and be returned to LACMTA within thirty (30) days of the Lapsing Date for further programming to third parties as LACMTA determines in its sole discretion.

- A. For the purposes of this AGREEMENT, the term "STP-L-Eligible Project" shall mean any transportation capital improvement that would normally qualify for the STP-L program, provided however, that any applicable federal regulations and standards related to procurement and other project delivery issues may be substituted with applicable state and local regulations, standards, and policies.
- B. The term "expend" as used in Section 6 shall mean "encumbered by an awarded contract".
- C. If the LACMTA Funds have lapsed and CITY has not returned all or a portion of the lapsed LACMTA Funds to LACMTA, then CITY shall be considered to be in default and agrees that such outstanding payments shall be paid from CITY funds in the following priority: first, from any of CITY's unobligated STP-L balance funds, then from CITY's Proposition A local return funds, then from CITY's Proposition C local return funds, and then from CITY's Measure R local return funds. If CITY is in default hereunder, in addition to all rights and remedies available to LACMTA at law or in equity and without further notice or ability to cure by CITY, CITY hereby authorizes LACMTA to withhold the applicable STP-L funds or local return funds in the amount needed to satisfy the outstanding amount of lapsed LACMTA Funds due and owing to LACMTA prior to LACMTA transferring the balance of such local return funds to the CITY in accordance with the applicable state laws or ordinances.

7. CITY must use the LACMTA Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the STP-L-Eligible Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and be consistent with State law as appropriate. CITY will also use the LACMTA

Funds in the most cost-effective manner when the LACMTA Funds are used to pay "in-house" staff time. CITY staff or consultants with project oversight roles may not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going project monitoring and through any LACMTA interim and final audits.

8. LACMTA, and/or its designee, shall have the right to conduct audits of CITY's use of the LACMTA Funds, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits, and final audits. CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY's records shall include, without limitation, any supporting evidence deemed necessary by LACMTA to substantiate CITY's use of LACMTA Funds. These records must be retained by CITY for five years following CITY's last use of the LACMTA Funds. CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this AGREEMENT. The allowability of costs for CITY's own expenditures submitted to LACMTA for the STP-L-Eligible Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for CITY's contractors, consultants, and suppliers expenditures submitted to LACMTA through CITY's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

9. The terms of this AGREEMENT shall commence on the date that this AGREEMENT is fully executed and shall terminate once CITY has expended all the LACMTA Funds and all LACMTA audit and reporting requirements have been satisfied.

10. CITY shall fully indemnify, defend and hold LACMTA and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages of any nature whatsoever arising out of (i) a breach of CITY's obligations under this AGREEMENT; or (ii) any act or omission of CITY or its officers, agents, employees, contractors, or subcontractors in the use of the LACMTA Funds.

11. LACMTA shall fully indemnify, defend and hold CITY and its officers, agents, and employees harmless from and against any liability and expenses, including, without limitation, defend costs, any costs or liability on account of bodily injury, death or personal injury of any person, or for damages to or loss of risk of property, any environmental obligations, any legal fees and any claims for damages of any nature whatsoever arising out of (i) a breach of LACMTA's obligations under this AGREEMENT; or (ii) any act or omission of LACMTA or its officers, agents, employees, contractors, or subcontractors in the use of CITY's STP-L Funds.

12. This AGREEMENT may be amended or modified only by mutual written consent of

LACMTA and CITY.

13. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY OF LAWNSDALE:

Steve Mandoki
City Manager
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

LACMTA:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Attn: William Ridder

14. This AGREEMENT shall be interpreted and governed by the laws of the State of California.

15. This AGREEMENT constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers as of the date stated below.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

CITY OF LAWNSDALE

By: _____
Phillip A. Washington, Chief Executive Officer

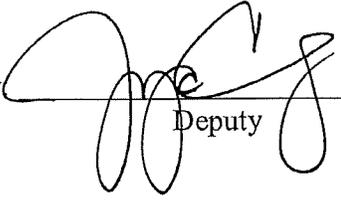
By: 
Stephen Mandoki, City Manager

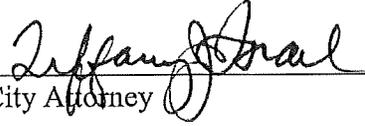
ATTEST:


City Clerk

APPROVED AS TO FORM:
Mary C. Wickham
County Counsel

APPROVED AS TO FORM:
Tiffany J. Israel
City Attorney

By: 
Deputy

By: 
City Attorney



CITY OF LAWDALE

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

DATE: July 6, 2020
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager *KMC*
PREPARED BY: Tiffany J. Israel, City Attorney
Kahono Oei, Interim Public Works Director *OK*

SUBJECT: INTRODUCING ORDINANCE 1173-20 - UPDATING LAWDALE MUNICIPAL CODE SECTION 16.04.070 TO CLARIFY THE CITY ENGINEER'S AUTHORITY TO APPROVE FINAL MAPS

BACKGROUND

The California Subdivision Map Act and Chapter 16.04 of the Lawndale Municipal Code ("LMC") require a subdivision map to be submitted to the City in support of an application for a subdivision of real property. Pursuant to LMC Chapter 16.04 tentative maps are conditionally approved by the Planning Commission.

Once a developer has satisfied all of the conditions on the map, the developer delivers a final map to the City Engineer for review and approval. Once the City determines that the developer has substantially complied with all of the conditions of approval on the map, State law allows the final map to be approved and recorded. The recording of the map is what legally causes the land to be subdivided.

LMC Section 16.04.070 requires the City Engineer to notify the City Council at the next public meeting once a final map has been submitted, and presumably after the City Engineer has confirmed that the developer has substantially complied with all of the conditions of approval on the map. The City Engineer must then approve or deny the final map within ten days of that notice to the City Council.

The month delay and the time required to prepare a report to the City Council are extra steps that the City added, these are not required by State law, and developers are often frustrated by the extra time required for this process.

STAFF REVIEW

Staff recommends that the process for approving final maps be streamlined to be consistent with State law: to allow the City Engineer to approve and record a final map once it has been determined that the final map substantially complies with the conditions of approval. This would include giving the City Engineer express authority to accept all right of way easements and dedications to the City for road and other public purposes as identified on the final map and to also release bonds for the project involving the map when appropriate. Adoption of Ordinance 1173-20 would revise the LMC to make these changes.

LEGAL REVIEW

The City Attorney's office has reviewed and approved of the form of this ordinance.

FISCAL IMPACT

Adopting this ordinance will save staff time in processing final maps.

RECOMMENDATION

Staff recommends that the City Council approve the first reading to introduce Ordinance 1173-20.

Attachment: Ordinance 1173-20

ORDINANCE NO. 1173-20

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA AMENDING LAWNSDALE MUNICIPAL
CODE SECTION 16.04.070 TO CLARIFY THE CITY ENGINEER'S AUTHORITY TO
APPROVE FINAL MAPS**

SUMMARY: This would clarify the City Engineer's responsibilities when approving or rejecting a final map.

WHEREAS, the Subdivision Map Act and Chapter 16.04 of the Lawnsdale Municipal Code ("LMC") require a subdivision map to be submitted to the city in support of an application for a subdivision of real property; and

WHEREAS, pursuant to LMC Chapter 16.04 tentative maps are conditionally approved by the Planning Commission; and

WHEREAS, upon satisfaction of the conditions on the map, the developer delivers a final map to the City for approval. Once the City determines that the developer has substantially complied with the conditions of approval, the final map can be approved and is recorded, which legally causes the land to be subdivided; and

WHEREAS, LMC Section 16.04.070 requires the City Engineer to notify the City Council at the next public meeting once a final map has been submitted, and the City Engineer must then approve or deny the final map within ten days of that notice; and

WHEREAS, because this process causes delay and additional work and is not legally required, the City Council now wishes to streamline the process to finalize a final map.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 16.04.070 of the Lawnsdale Municipal Code is amended to read, in its entirety, as follows (deletions are noted in ~~strike through~~; additions are noted in ***bold, italics***):

"16.04.070 Certification of final maps.

When a final map has been submitted to the city engineer, if all of the requirements and conditions of approval pertaining to such map have been complied with, or have been provided for by an improvement agreement between subdivider and the city, and all other requirements of the Subdivision Map Act have been complied with, the city engineer shall certify the map and arrange for the transmittal of the *final* map to the office of the Los Angeles County recorder.

Additionally, as part of the processing of a final map:

A. The city engineer shall ***accept all right of way easements and dedications to the City for road and other public purposes as identified on the final map.***

~~notify the council at its next regular meeting after the city engineer receives the map that the city engineer is reviewing the map for final approval.~~

B. The city engineer shall **release bonds for the project involving the map when appropriate.** ~~approve or disapprove the final map within ten days following the meeting of the council that was preceded by the notice in subsection D of this section below.~~

~~—C. The city engineer’s action may be appealed to the council.~~

~~—D. The city clerk shall provide notice of any pending approval or disapproval by the city engineer, which notice shall be attached and posted with the council’s regular agenda and shall be mailed to interested parties who requested the notice.~~

~~—E. The council shall periodically review the delegation of this authority to the city engineer.”~~

SECTION 2. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

[SIGNATURES ON FOLLOWING PAGE]

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 duly introduced the foregoing Ordinance No. 1173-20 at its _____ meeting held on the ____ day of _____, 2020, and duly approved and adopted said ordinance at its regular meeting held on the ____ day of _____, 2020, by the following roll call vote:

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

Rhonda Hofmann Gorman, City Clerk

Date

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney



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

DATE: July 6, 2020
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
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: July 6, 2020

TO: Honorable Mayor and City Council

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

SUBJECT: Conference with Labor Negotiator - Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees

No public documents were 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: July 6, 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 Best Western Plus South Bay Hotel, Baymont Inn, and the County of Los Angeles)

No public documents were 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: July 6, 2020
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Public Employee Performance Evaluation – City Manager

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