



CITY OF LAWNDALE

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

AGENDA
LAWNDALE CITY COUNCIL REGULAR MEETING
Monday, May 17, 2021 - 6:30 p.m.
Lawndale City Hall Council Chamber (via WebEx)
14717 Burin Avenue

*** COVID-19 NOTICE ***

How to observe the Meeting:

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

How to submit Public Comment:

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

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

This Agenda is subject to revision up to 72 hours before the meeting.

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

1. **Project Specifications and Authorization to Bid the Fiscal Year 2020-21 Annual Street Improvements Project**
Recommendation: that the City Council (a) adopt the plans and specifications (PS&E), and approve the project scope of work, and authorize staff to advertise the project to solicit bids; and (b) approve the recommended budget adjustments for SB1 Gas Tax Fund, Measure M Local Returns and CDBG Street Resurfacing to facilitate the Street Improvements Project cost for FY 2020-21 and approve the use of these funding sources with the proposed General Fund Maintenance of Effort contribution to be applied against the project once the contract is awarded.
2. **2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds**
Recommendation: that the City Council approve receiving the 2020 Justice Assistance Grant (JAG) Program Funds and direct staff to submit the online application for use of the funds, with the signature of the Mayor.
3. **Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary**
Recommendation: that the City Council receive and file the report.
4. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2105-020, authorizing the payment of certain claims and demands in the amount of \$427,841.07.
5. **Minutes of the Lawndale City Council Regular Meeting – May 3, 2021**
Recommendation: that the City Council approve.

G. **ADMINISTRATION**

6. **Public Works Department – Core Value & Vision**
Recommendation: that the City Council receive and file the presentation.
7. **Agreement for Community Development Block Grants (CDBG) Administration Assistance and Implementation and Labor Compliance Fiscal Year 2021-22**
Recommendation: that the City Council approve the professional services agreement with Michael Baker International, Inc. for CDBG Administration and Labor Compliance Services, for an amount not to exceed \$56,690.00
8. **Reconsideration of the City of Lawndale Crossing Guard Program**
Recommendation: that the City Council provide direction to staff regarding crossing guard services, and whether to include \$124,848.00 in the Fiscal Year 2021-22 Budget for crossing guard services.
9. **City Council Parks Subcommittee Recommendations**
Recommendation: that the City Council (a) consider, select, and provide direction to staff on one of the recommendations from Parks Subcommittee members Kearney or Cuevas regarding the shared parks, or provide staff with alternative direction; and (b) provide direction to staff whether to include \$147,420.26 in the Fiscal Year 2021-22 Budget for maintenance of the three shared parks.

H. CITY MANAGER'S REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

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

J. CLOSED SESSION

11. 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.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, June 7, 2021 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 May 17, 2021 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: May 17, 2021

TO: Honorable Mayor and City Council

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

PREPARED BY: Julian Lee, Director of Public Works/City Engineer *JL*
Marla L. Pendleton, CPA, Director of Finance/City Treasurer *Marla L. Pendleton, CPA*
Kevin Moghadasi, Assistant Engineer *KM*

SUBJECT: Approval of Project Specifications and Authorize to Bid the FY 2020-21 Annual Street Improvements Project

BACKGROUND

The City's annual street improvement program provides continual preventive maintenance of streets to extend the life of street conditions. The annual street improvement project consists of rehabilitation and preventive maintenance of City streets including pothole/base repairs, crack sealing, slurry seals, and pavement overlays. Rehabilitation and maintenance work on public streets need to be coordinated with other City projects, utility company excavations and private development projects based on the current Pavement Management System (PMS).

On January 6, 2020, the City Council approved the list of streets for improvement for the FY 2020-21 (46th) program year of the Community Development Block Grant program (CDBG) with the adoption of Resolution No. CC-2001-006. For the CDBG- FY 2020-21, staff selected several street segments with significant deteriorated pavement conditions along Manhattan Beach Boulevard service road, Eastwood Avenue, Avis Avenue, Saylor Avenue, and Osage Avenue.

In addition, the City Council adopted Resolution No. CC- 2004-020 of FY 2020-21 budget list of projects for Road Repair and Accountability Act of 2017 – Senate Bill (SB) 1 on April 20, 2020. Staff selected several street segments for improvements along 167th Street and 161st Street.

The FY 2020-21 Annual Street Improvements Project will be funded through CDBG program and SB1, Road Maintenance and Rehabilitation Account (RMRA) funds. Additional funds from Measure M, and General Fund will be utilized for the project.

The list of streets for the FY 2020-21 Annual Street Improvement Project is as follows:

City Council Meeting – May 17, 2021
 Approval of Project Specifications and Authorize to
 Bid the FY 2020-21 Annual Street Improvements Project

CDBG- FY 2020- 21		
Street Name	Construction Limits	Quantity
Manhattan Beach Blvd. service road	From Eastwood Ave. to Rixford Avenue	20,000 SF
Eastwood Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
Sayler Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
Osage Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
Avis Avenue	From Manhattan Beach Blvd. to North End	8,000 SF
SB 1- FY 2020- 21		
Street Name	Construction Limits	Quantity
167 th Street	From Hawthorne Blvd. to Freeman Ave.	30,000 SF
161 st Street	From Inglewood Ave. to Grevillea Ave.	60,000 SF

The anticipated project schedule is as follows:

- Solicit Bids May 18, 2021
- Bid Opening June 30, 2021
- Award of Construction Contract July 23, 2021
- Commencement of Construction September 01, 2021
- End of Construction December 31, 2021

STAFF REVIEW

Recently, staff surveyed and created an inventory of damaged and lifted sidewalks, driveway approaches, and curbs and gutters that need to be removed and replaced. The scope of work includes cold milling and placement of an asphalt pavement overlay; slurry sealing and/or cape sealing; reconstruction of various curb ramps to meet the requirements of the Americans with Disabilities Act (ADA); street striping; and other appurtenant work. The compiled list of improvements includes areas reported by the general public as well.

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

The current FY 2020-21 budget does not include funding for this project. Allocation of CDBG funds, SB 1 – RMRA funds, Measure M funds, and General Fund money for Maintenance of Effort (MOE) will require the City Council’s approval. The breakdown of the estimated project cost and funding sources is as follows:

City Council Meeting – May 17, 2021
 Approval of Project Specifications and Authorize to
 Bid the FY 2020-21 Annual Street Improvements Project

Available Project Budget:

Construction Cost Estimate	\$1,150,000
15% Contingency	172,500
Construction Management Estimate	115,000
<hr/> Total Project Cost	<hr/> \$1,437,500

Required Funding Sources:

SB1 - Gas Tax (274-310-700.279; \$533,607 available FY 2020-21 to be appropriated)	\$533,000
CDBG FY 2020-21 (214-441; \$238,683 in FY2020-21 budget + \$17,205 additional allocation & appropriations)	255,888
General Fund (MOE) (100-310-700.279; in FY2021-22 proposed budget)	284,000
Measure M (272-310-700.279)	364,612
<hr/> Total Funding	<hr/> \$1,437,500

Staff recommends appropriating available SB 1 Gas Tax Rehabilitation funding to the FY 2020-21 street projects as follows:

Increase appropriations:

274-310-700.279 SB 1 Gas Tax - PW Admin: Street Improvements 2020-21 \$ 533,000

Measure M has unexpended/uncommitted funds of \$1,242,935 (\$1,596,935 less \$354,000 approved by City Council on March 15, 2021 for Street Improvement Projects 2019-20). Staff recommends appropriating \$364,612 of this balance to be used for FY 2020-21 street improvement projects, with the unexpended balance at June 30, 2021 to be continued into FY 2021-22.

Increase appropriations:

272-310-700.279 Measure M LR - PW Admin: Street Improvements 2020-21 \$ 364,612

An additional \$17,205 of unprogrammed CDBG funding is required for the FY 2020-21 street projects. In addition, the same amount of appropriations require increasing, with the budgeted Street Improvements being moved into the 2020-21 project account to track the full expenditures under one account:

Decrease appropriations:

214-441-700.146 CDBG Street Resurfacing - Street Improvements \$ 238,683

Increase appropriations:

214-441-700.279 CDBG Street Resurfacing - Street Improvements 2020-21 \$ 255,888

City Council Meeting – May 17, 2021
Approval of Project Specifications and Authorize to
Bid the FY 2020-21 Annual Street Improvements Project

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt the plans and specifications (PS&E), and approve the project scope of work, and authorize staff to advertise the project to solicit bids.
2. Approve the recommended budget adjustments for SB 1 Gas Tax Fund, Measure M Local Returns and CDBG Street Resurfacing to facilitate the Street Improvement Project costs for FY 2020-21 and approve the use of these funding sources with the proposed General Fund Maintenance of Effort contribution to be applied against the project once the contract is awarded.

ATTACHMEMNTS

- Attachments #1 - Resolution No. CC-2001-006.
- Attachments #2 - Resolution No. CC-2004-020.

Attachment #1

RESOLUTION NO. CC-2001-006

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2020-2021**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, for the past 46 years the City of Lawnsdale (City) has participated in the Community Development Block Grant (CDBG) Program which was established under the Act; and

WHEREAS, the City has received a planning estimate that \$319,860 in CDBG funds will be available to the City for the 2020-2021 Fiscal Year; and

WHEREAS, the City has posted information regarding the Community Development Block Grant Program as required by law and, after notice duly given as required by law, held a public hearing on January 6th, 2020 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2020-2021, and evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the City Council has reviewed, analyzed and studied said proposal.

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

SECTION 1. The CDBG projects, FY 2020-2021 funding allocations, as listed in the CDBG Funding Chart for FY 2020-2021 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2020-2021.

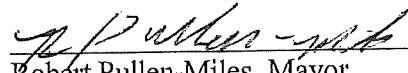
SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed 2020-2021 planning documents to the Los Angeles County Development Authority setting forth the City's proposed projects and funding allocations. Should minor adjustments to the allocations vary from the figures contained herein and/or any amounts remaining unspent at the close of the preceding fiscal year, the City Manager is authorized to adjust funding to the approved eligible activities as necessary.

SECTION 3. That the Mayor and/or City Manager are authorized to execute all necessary contracts and agreements with the Los Angeles County Development Authority and with each

approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 6th day of January, 2020

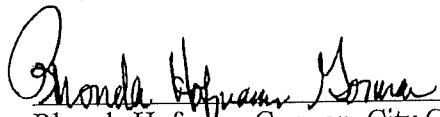

Robert Pullen-Miles, Mayor

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 duly approved and adopted the foregoing Resolution No. CC-2001-006 at its regular meeting held on the 6th day of January, 2020, by the following roll call vote:

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


Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

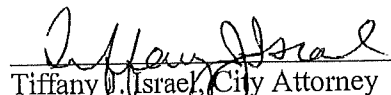

Tiffany D. Israel, City Attorney

EXHIBIT A
CDBG FUNDING CHART FOR FY 2020-2021

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total																		
Senior Activities (Max. 20%) Nutrition	\$ 63,972.00	N/A	\$ 63,972.00																		
Street Projects																					
<table border="1" data-bbox="795 1312 1031 1879"> <thead> <tr> <th>Street Name</th> <th>From</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>Manhattan beach Blvd.</td> <td>Rixford Avenue</td> <td>Eastwood Avenue</td> </tr> <tr> <td>Eastwood Avenue</td> <td>Manhattan Beach Blvd</td> <td>Cul De Sac</td> </tr> <tr> <td>Saylor Avenue</td> <td>Manhattan Beach Blvd.</td> <td>Cul De Sac</td> </tr> <tr> <td>Osage Avenue</td> <td>Manhattan Beach Blvd.</td> <td>Cul De Sac</td> </tr> <tr> <td>Avis Avenue</td> <td>Manhattan Beach Blvd.</td> <td>Cul De Sac</td> </tr> </tbody> </table>	Street Name	From	To	Manhattan beach Blvd.	Rixford Avenue	Eastwood Avenue	Eastwood Avenue	Manhattan Beach Blvd	Cul De Sac	Saylor Avenue	Manhattan Beach Blvd.	Cul De Sac	Osage Avenue	Manhattan Beach Blvd.	Cul De Sac	Avis Avenue	Manhattan Beach Blvd.	Cul De Sac	\$ 255,888.00	\$ N/A	\$ 255,888.00
Street Name	From	To																			
Manhattan beach Blvd.	Rixford Avenue	Eastwood Avenue																			
Eastwood Avenue	Manhattan Beach Blvd	Cul De Sac																			
Saylor Avenue	Manhattan Beach Blvd.	Cul De Sac																			
Osage Avenue	Manhattan Beach Blvd.	Cul De Sac																			
Avis Avenue	Manhattan Beach Blvd.	Cul De Sac																			
TOTAL	\$ 319,860.00	\$ N/A	\$ 319,816.00																		




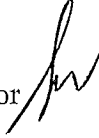
CITY OF LAWDALE

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

DATE: January 6, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

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

SUBJECT: **SELECTION OF PROJECTS FOR THE FISCAL YEAR 2020-2021 (46TH) PROGRAM YEAR OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

BACKGROUND

The 1974 Housing and Urban Development Act established the Community Development Block Grant (CDBG) program in order to allocate Federal funds for State and local use. The use of these funds is restricted to programs that assist low and moderate-income persons. A secondary objective is to prevent and eliminate slum and blight conditions within a community.

The City of Lawndale is a participant in the Los Angeles Urban County CDBG program, and receives an annual allocation of CDBG funds from the Los Angeles County Development Authority (LACDA). The current estimate for the new CDBG allocation for FY 2020-2021 is \$319,860. This estimate is based on current CDBG funding levels and is consistent with the amount of funding the City has received over the last several years. This proposed CDBG allocation is a planning estimate only; the Los Angeles CDA will release final appropriations in spring 2020. The City's final CDBG allocation is generally within five to ten percent (5%-10%) of the estimate provided.

There are a number of other requirements for CDBG programs. CDBG funds may only be spent in those areas of the City determined to be block grant eligible (See Attachment A). The public must be given the opportunity to comment on the proposed budget (See Attachment B, Public Hearing Notice). Notices of a public hearing were posted at City Hall and published in the *Daily Breeze* on December 18, 2019, pursuant to the applicable public noticing requirements.

Lastly, the maximum amount of CDBG monies that the City may devote to public service projects is up to 20% of its new year allocation (approximately \$63,972) and no single public service activity may be funded for less than \$10,000.

The recommended CDBG expenditures for FY 2020-2021 are consistent with the requirements listed above. Lawndale's FY 2020-2021 proposed program of projects and funding levels must be submitted to the LACDA no later than February 3, 2020.

STAFF REVIEW

As described previously, each year the LACDA provides a planning estimate of new CDBG funds that will be made available to the City. The proposed budget retains existing programs and provides sufficient funding for critical projects. The proposed funding strategy is as follows:

Senior Activities Program: The amount to be allocated for senior activities will be the maximum percentage (20%) allowed for public service programs. An estimated \$63,972 will be used to continue the existing Senior Activities Nutrition Program.

Street Resurfacing Projects: The proposed resurfacing projects include the following streets:

Street Name	From	TO	PCI	Estimated Cost
Manhattan beach Blvd.	Rixford Avenue	Eastwood Avenue	36	\$ 100,000.00
Eastwood Avenue	Manhattan Beach Blvd	Cul De Sac	26	\$ 25,000.00
Sayler Avenue	Manhattan Beach Blvd.	Cul De Sac	28	\$ 25,000.00
Osage Avenue	Manhattan Beach Blvd.	Cul De Sac	45	\$ 25,000.00
Avis Avenue	Manhattan Beach Blvd.	Cul De Sac	38	\$ 25,000.00
Total Cost				\$ 200,000.00

These projects will consist of street improvements, including cold mill variable depth of existing asphalt pavement, installation of new asphalt - asphalt rubber hot mix (ARHM), saw cutting and removal and reconstruction of PCC curb & gutters, reconstruction of curb ramps, reconstruction of driveway approaches, reconstruction of sidewalk, adjusting utility covers to grade, and pavement striping. The estimated construction cost is \$200,000. An estimated \$255,888 from FY 2020-2021 CDBG funds will be used toward street improvements which also includes the City’s CDBG consultant administrative fees of (\$27,508) and unallocated contingency funds of (\$28,380). Any unallocated CDBG funds not utilized (contingency funds) are rolled over to the following fiscal year and applied toward roadway projects.

COMMISSION REVIEW

Planning Commission review for this project is not required.

LEGAL REVIEW

The City Attorney has reviewed Resolution No CC-2001-006 and approved it as to form.

FISCAL IMPACT

Funding is for the FY 2020-2021 budget year and will be incorporated into the City’s budget as that budget is prepared. Additionally, CDBG funds awarded to the City will offset direct fiscal impacts to the City’s General Fund.

RECOMMENDATION

It is recommended that the City Council:

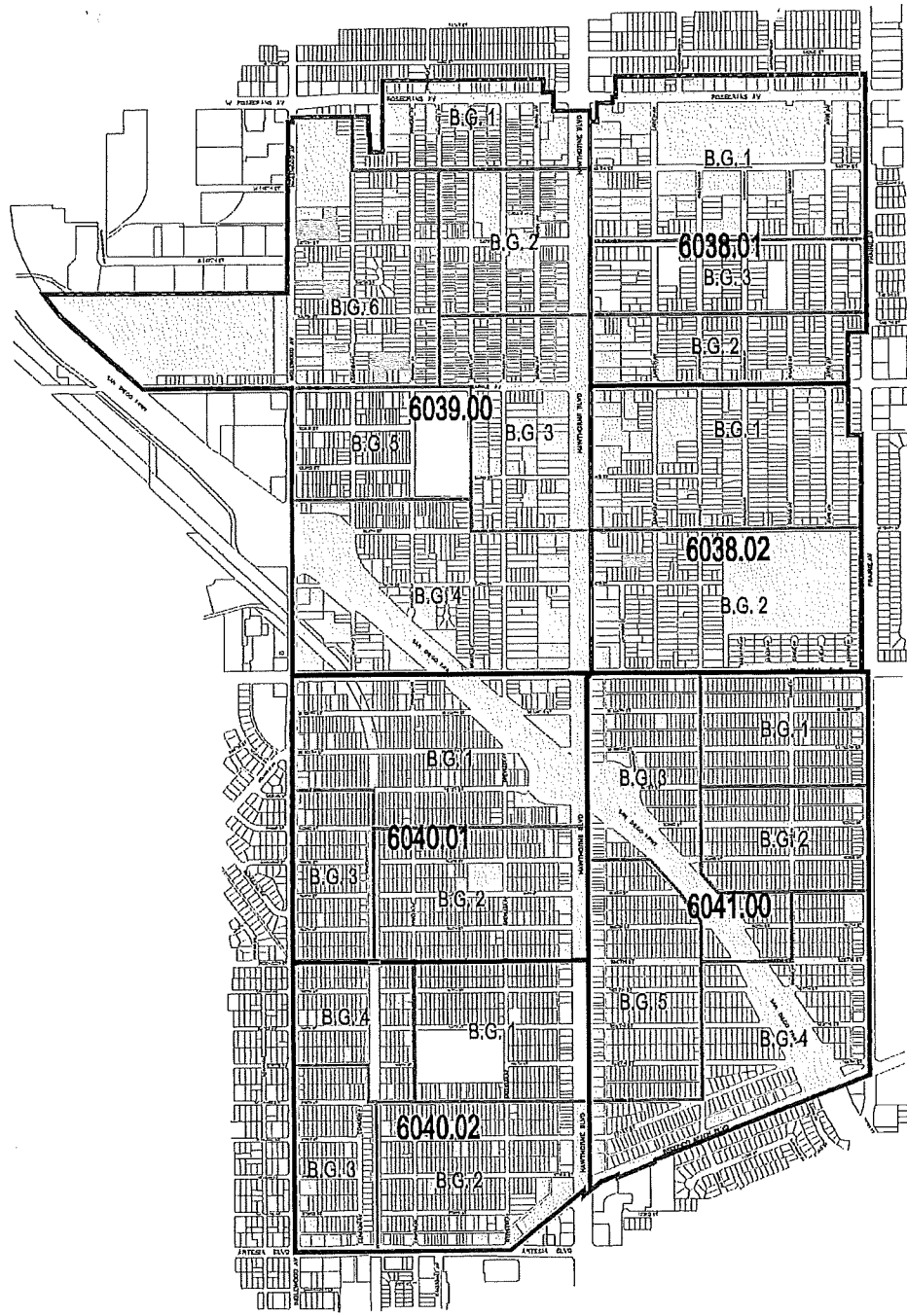
1. Conduct a public hearing;
2. Adopt the FY 2020-2021 budget for the CDBG program; and
3. Adopt Resolution No. CC-2001-006, approving the City's participation in the FY 2020-2021 CDBG Program.

ATTACHMENTS

- A – CDBG Eligible Low/Mod Census Tract Map
- B – Public Hearing Notice
- C – Resolution No. CC-2001-006

ATTACHMENT A





CDBG Eligible Low/Mod Census Tract Map



CDBG - LOW AND MODERATE INCOME AREA MAP
2010 CENSUS AREAS (As of July 1, 2014)



0 ft. 500 ft. 1,000 ft.
 Scale

- LEGEND:**
-  CITY BOUNDARY
 -  LOW AND MODERATE INCOME BLOCK GROUPS
 -  CENSUS TRACT
 -  BLOCK GROUP

ATTACHMENT B

Public Hearing Notice

Daily Breeze

400 Continental Blvd, Suite 600
El Segundo, CA 90245
310-543-6635
Fax: 310-316-6827

5007749

CITY OF LAWNSDALE/COMMUNITY DEVELOPMENT
DEPT
ACCOUNTS PAYABLE
14717 BURIN AVENUE
LAWNSDALE, CA 90260

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of Los Angeles**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

12/18/2019

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California
On this 18th day of December, 2019.

Pauline Fernandez

Signature

*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington.

(Space below for use of County Clerk Only)

Legal No. 0011345822

**PUBLIC NOTICE
CITY OF LAWNSDALE
CITY COUNCIL MEETING**

Notice is hereby given that at 6:30 p.m. on Monday, January 6, 2020, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burlin Avenue, Lawndale, CA to review the following proposal:

PROJECT SELECTION FOR THE 2020-2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR. The City of Lawndale is soliciting public input to consider the expenditure of funds to be received as a result of the 1974 Housing and Community Development Act. The public is encouraged to attend and suggest needs and priorities for possible funding during the 2020-2021 (46th) program year beginning July 1, 2020. Initial estimates are that Lawndale will be allocated approximately \$333,024 in program funds and has \$71,588 of available unallocated funds for a total of approximately \$404,612 for this Program Year. These are restricted funds to be used to assist low and moderate income persons, or to remove slum and blight conditions. A maximum of 15% of the annual allocation may be used for public service projects. A draft program will be presented for the City Council to consider. Current programs include: Senior Activities and Street Improvements. Those wishing to comment on this item may do so in person at the public hearing, or by submitting written comments by 5:30 p.m., December 17, 2019. You may contact Sean M. Moore, AICP, Community Development Director for further information regarding this matter at (310) 973-3231.

Pub Dec 18, 2019
(1t)DB(11345822)

ATTACHMENT C

Resolution No. CC-2001-006

RESOLUTION NO. CC-2001-006

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
APPROVING THE CITY'S COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR FISCAL YEAR 2020-2021**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Act of 1974 (Act); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, for the past 46 years the City of Lawnsdale (City) has participated in the Community Development Block Grant (CDBG) Program which was established under the Act; and

WHEREAS, the City has received a planning estimate that \$319,860 in CDBG funds will be available to the City for the 2020-2021 Fiscal Year; and

WHEREAS, the City has posted information regarding the Community Development Block Grant Program as required by law and, after notice duly given as required by law, held a public hearing on January 6th, 2020 to consider approving the City's proposed Community Development Block Grant Program for fiscal year 2020-2021, and evidence was heard and presented from all persons interested in affecting said proposal, from all persons protesting the same and from members of the City staff, and the City Council has reviewed, analyzed and studied said proposal.

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

SECTION 1. The CDBG projects, FY 2020-2021 funding allocations, as listed in the CDBG Funding Chart for FY 2020-2021 as set forth on Exhibit A attached hereto and incorporated herein are hereby approved as the City's CDBG Program for Fiscal Year 2020-2021.

SECTION 2. That the Mayor and/or City Manager are authorized and directed to submit the City's proposed 2020-2021 planning documents to the Los Angeles County Development Authority setting forth the City's proposed projects and funding allocations. Should minor adjustments to the allocations vary from the figures contained herein and/or any amounts remaining unspent at the close of the preceding fiscal year, the City Manager is authorized to adjust funding to the approved eligible activities as necessary.

SECTION 3. That the Mayor and/or City Manager are authorized to execute all necessary contracts and agreements with the Los Angeles County Development Authority and with each

approved recipient/subrecipient of the CDBG program, together with any changes therein which may be approved by the City Manager.

SECTION 4. This Resolution shall take effect from and after the date of passage and adoption.

PASSED, APPROVED AND ADOPTED this 6th day of January, 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 duly approved and adopted the foregoing Resolution No. CC-2001-006 at its regular meeting held on the 6th day of January, 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 Kearny					
Daniel Reid					

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

EXHIBIT A
CDBG FUNDING CHART FOR FY 2020-2021

Project Title	Allocated CDBG Funds	Unallocated CDBG Funds(Prior Year) and Leveraged Funds	Total																		
Senior Activities (Max. 20%) Nutrition	\$ 63,972.00	N/A	\$ 63,972.00																		
Street Projects																					
<table border="1"> <thead> <tr> <th>Street Name</th> <th>From</th> <th>TO</th> </tr> </thead> <tbody> <tr> <td>Manhattan beach Blvd.</td> <td>Rixford Avenue</td> <td>Eastwood Avenue</td> </tr> <tr> <td>Eastwood Avenue</td> <td>Manhattan Beach Blvd</td> <td>Cul De Sac</td> </tr> <tr> <td>Saylor Avenue</td> <td>Manhattan Beach Blvd.</td> <td>Cul De Sac</td> </tr> <tr> <td>Osage Avenue</td> <td>Manhattan Beach Blvd.</td> <td>Cul De Sac</td> </tr> <tr> <td>Avis Avenue</td> <td>Manhattan Beach Blvd.</td> <td>Cul De Sac</td> </tr> </tbody> </table>	Street Name	From	TO	Manhattan beach Blvd.	Rixford Avenue	Eastwood Avenue	Eastwood Avenue	Manhattan Beach Blvd	Cul De Sac	Saylor Avenue	Manhattan Beach Blvd.	Cul De Sac	Osage Avenue	Manhattan Beach Blvd.	Cul De Sac	Avis Avenue	Manhattan Beach Blvd.	Cul De Sac	\$ 255,888.00	\$ N/A	\$ 255,888.00
Street Name	From	TO																			
Manhattan beach Blvd.	Rixford Avenue	Eastwood Avenue																			
Eastwood Avenue	Manhattan Beach Blvd	Cul De Sac																			
Saylor Avenue	Manhattan Beach Blvd.	Cul De Sac																			
Osage Avenue	Manhattan Beach Blvd.	Cul De Sac																			
Avis Avenue	Manhattan Beach Blvd.	Cul De Sac																			
TOTAL	\$ 319,860.00	\$ N/A	\$ 319,816.00																		

Attachment #2

RESOLUTION NO. CC-2004-020

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING ITS 2020-21 BUDGET LIST OF PROJECTS
TO BE FUNDED BY SENATE BILL 1:
THE ROAD REPAIR AND ACCOUNTABILITY ACT
AND THE APPROPRIATION OF RMRA FUNDS**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 was passed by the Legislature and signed into law by the Governor in April of 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Lawndale ("City") are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$554,000 in RMRA funding in fiscal year 2020-21 from SB 1; and

WHEREAS, the City used its 2019 Pavement Management Program to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets throughout the City this year and similar projects into the future; and

WHEREAS, the 2019 California Statewide Local Streets and Roads Needs Assessment estimated that the City's streets and roads are at a "Higher Risk" condition based on the pavement condition index in the assessment, and this revenue will help the City increase the overall quality of our road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the City's 2019 Pavement Management Report has established the City's Pavement Condition Index as a 66.6, placing it in the "at lower risk" range; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe, reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions, helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

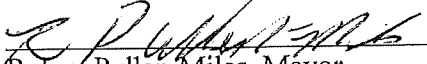
SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City's Capital Improvement Program budget for fiscal year 2020-21 is adopted to incorporate the following project planned to be funded with Road Maintenance and Rehabilitation Account revenues:

Project Description/Location: Pavement Reconstruction and/or Repairs as shown in the attached Exhibit "A", incorporated herein by this reference.

SECTION 3. The City's Capital Improvement Program budget for fiscal year 2020-21 will include an appropriation of RMRA funding in the City's Capital Improvement Program in the amount of \$554,000 for the above described project.

PASSED, APPROVED AND ADOPTED this 20th day of April, 2020.

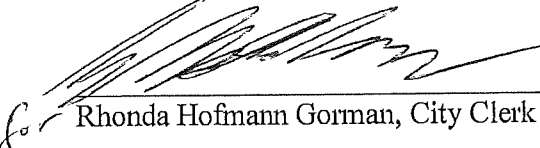

Robert Pullen-Miles, Mayor

ATTEST:

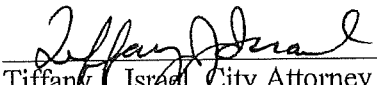
State of California)
County of Los Angeles) SS
City of Lawndale)

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-2004-020 at a regular meeting of said Council held on the 20th day of April, 2020, by the following roll call vote:

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


for Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:


Tiffany J. Israel, City Attorney



CITY OF LAWDALE

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

DATE: April 20, 2020

TO: Honorable Mayor and City Council

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

PREPARED BY: Kahono Oei, P.E, Director of Public Works Department *on*
Marla L. Pendleton, CPA, Director of Finance Department *Marla L. Pendleton CPA*
Kevin Moghadasi, E.I.T, Assistant Engineer *KM*

SUBJECT: Adopt Resolution NO.CC-2004-020 of FY 2020-21 Budget List of Projects
Road Repair and Accountability Act of 2017 - Senate Bill (SB) 1

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017 (Act). To address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system, SB 1 increased the per-gallon fuel excise tax, the diesel fuel sales tax, and the vehicle registration fee.

The objective of the program is to address deferred maintenance on the local streets and roads system through the prioritization and delivery of basic road maintenance and rehabilitation projects as well as critical safety projects.

Cities receiving Road Maintenance and Rehabilitation Account (RMRA) funds under the Act must comply with all relevant federal and state laws, regulations, policies, and procedures. The main requirements include the following:

- Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city must submit to the Commission a list of projects proposed to be funded with these funds.
- The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.
- The Commission will report to the Controller the cities that have submitted a list of projects and that are, therefore, eligible to receive an apportionment of RMRA funds for the applicable fiscal year.
- The Controller, upon receipt of the report from the Commission, shall apportion RMRA funds to eligible cities.

- For each fiscal year in which RMRA funds are received and expended, a city must submit documentation to the Commission that includes a description and location of each completed project, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement.
- A city receiving an apportionment of RMRA funds is required to sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the FY 2020-2021 for street, road, and highway purposes from the city's general fund. Monitoring and enforcement of the MOE requirement for RMRA funds will be carried out by the Controller.
- By July 1, 2023, cities receiving RMRA funds must follow guidelines developed by the California Workforce Development Board (Board) that address participation and investment in, or partnership with, new or existing pre-apprenticeship training programs.

STAFF REVIEW

Staff has assembled a list of streets and/or projects for the FY 2020-2021 submittal to the California Transportation Commission in accordance with the RMRA funding guidelines. The list of street segments identified for repair are streets having the lowest Pavement Condition Index (PCI) as identified in the City's 2019 Pavement Management Program (PMP) Report. A PCI was established for each street segment as a method to identify its operating condition. PCI is a numerical index used as a rating mechanism, ranging from 0 for failed pavement to 100 indicating pavement in perfect condition. The use of the PCI has been adopted nationwide as a standard rating system. The program provides cost-effective maintenance strategies to maintain an acceptable level of service while optimizing available fiscal resources. The program also provides an optimized priority maintenance and rehabilitation program using cost/benefit analysis based on current available funds and projected future funding allocations.

The street segments identified and recommended for repair are shown in the attached Exhibit "A", incorporated herein by this reference. In accordance with the RMRA requirements, it is recommended that the City Council adopt the project list via resolution.

The City of Lawndale's FY 2020-21 and probable future annual RMRA allocation is estimated to be \$554,000 according to the State Department of Finances' statewide projections.

LEGAL REVIEW

The City Attorney has reviewed and approved Resolution NO.CC-2004-020 as to form.

FISCAL IMPACT

Revenues:

Anticipated RMRA revenues as estimated by the California Department of Finance for the City of Lawndale are as follows:

FY 2020-21\$554,000

RECOMMENDATION

Staff recommends that the Lawndale City Council:

1. Adopt the attached Resolution NO.CC-2004-020 approving the project list of streets as attached herein Exhibit "A".
2. Direct staff to include the additional funding necessary for these projects in the upcoming FY 2020-21 budget as part of the normal budget process.

Attachments:

- Resolution NO.CC-2004-020
- Exhibit "A"
- Location Map

RESOLUTION NO. CC-2004-020

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWDALE, CALIFORNIA
ADOPTING ITS 2020-21 BUDGET LIST OF PROJECTS
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NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

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PASSED, APPROVED AND ADOPTED this 20th day of April, 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-2004-020 at a regular meeting of said Council held on the 20th day of April, 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"

Project Location	Project Limits	PCI*	Estimated Completion	Estimated Cost for Repair
161st Street	Inglewood Ave. to Cul De Sac	25	2021	\$200,000
167th Street	Hawthorne Blvd. to Freeman Ave.	20	2021	\$354,000

*Pavement Condition Index.

Location Map



Proposed
Project Limit




CITY OF LAWDALE

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

DATE: May 17, 2021

TO: Honorable Mayor and City Council

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

PREPARED BY: Michael Reyes, Director of Municipal Services *MR*

SUBJECT: **2020 Edward Byrne Memorial Justice Assistance Grant Program Funds**

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system. JAG funded projects may address crime through the provision of services directly to individuals and/or communities, and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

STAFF REVIEW

The Federal Bureau of Justice Statistics calculates funding allocations to the states and local governments based on a federally mandated formula that includes crime statistics and population. For the 2020 year the City of Lawndale is eligible to receive an estimated \$10,752. The 2020 JAG program funding may be used for the following purposes.

- Law enforcement programs;
- Prosecution and court programs;
- Prevention and education programs;
- Corrections and community corrections programs;
- Drug treatment and enforcement programs;
- Planning, evaluation, and technology improvement programs; and
- Crime victim and witness programs.

In previous award years, the City has used JAG funds for Independence Day illegal fireworks suppression and Youth Day Parade enforcement (both law enforcement efforts). Staff recommends that the City Council accept the \$10,752 funding available from the 2020 JAG funds and utilize the grant money for enforcement efforts to offset the costs of the 2021 Illegal Fireworks Suppression Plan.

The application for this award has already been submitted and the award has been granted, but staff was made aware by the Bureau of Justice Assistance Program Office that the Certification and Assurances form needs to be signed by the Mayor. Once this signature is received the funds will be awarded.

City Council Meeting – May 17, 2021
2020 Edward Byrne Memorial Justice Assistance Grant Program Funds

LEGAL REVIEW

The City Attorney has been informed of this award.

FISCAL IMPACT

The 2020 JAG funds will be used to offset some of the expenses associated with the 2021 Illegal Fireworks Suppression Plan created this year which will have an estimated cost of approximately \$30,000.

RECOMMENDATION

Staff recommends that the City Council approve receiving the 2020 JAG funds and direct staff to submit the online application for use of the funds, with the signature of the Mayor.

SOUTH BAY WORKFORCE INVESTMENT BOARD

11539 Hawthorne Blvd., Suite 500, Hawthorne, CA 90250

Office 310-970-7700; Fax 310-970-7712

Quarterly Summary of the April 15, 2021 South Bay Workforce Investment Board of Directors Meeting Lawndale

This report summarizes the April 15, 2021, South Bay Workforce Investment Board's (SBWIB) meeting activities and program accomplishments during the 3rd Quarter of Program Year 2020-2021. As you are aware, the South Bay WIB is comprised of representatives from the eleven participating Cities of Lawndale, Inglewood, El Segundo, Hermosa Beach, Hawthorne, Redondo Beach, Carson, Manhattan Beach, Torrance, Lomita and Gardena for the delivery of employment and training services through its One-Stop Business and Career Centers.

*Recently, the California Workforce Development Board awarded the South Bay WIB and the Southeastern Los Angeles Workforce Development Board (SELACO), with a \$500,000 grant to provide apprenticeship and training opportunities in the healthcare sector. The program will be implemented through a partnership between the Workforce Development Board's, Health Impact, and the Hospital Association of Southern California. Through this program, the SBWIB and partners will provide no cost training and supportive services to 75 local residents in the following occupations: specialty nursing, certified nursing assistants, phlebotomy, and clinical laboratory scientist.

*During the third quarter, the SBWIB partnered with iFoster through the Bridge-to-Work program to assist the State of California with the Vaccine For All roll-out program. Under the Program, TAY AmeriCorps Members (Peer Navigators) ensure that the vaccine roll-out happens with equity and prioritizes the most vulnerable populations. The Peer Navigators are trained then hired to staff a virtual Call Center to assist community health clinics with conducting outreach, scheduling vaccination appointments, sharing resources and answering community member questions. Eligible foster care youth will be trained through the AmeriCorps program and will earn close to \$6,000, \$1,300 in scholarships, as well as receive a tablet, hotspot and other swag items. The AmeriCorps Foster Youth will also be considered for permanent employment once their paid internship ends.

*The SBWIB continues to assist the Centinela Valley Union High School District (CVUSD) with career pathway opportunities and connecting with

local businesses to serve as guest speakers, advisory board members, host company tours, and provide internship opportunities. So far, the SBWIB coordinated 32 guest speakers, 26 advisory board members, 3 virtual company tours, and 17 internship opportunities.

*Now that the South Bay Fiber Network (SBFN) is complete, partners and stakeholders throughout the Region are on their own timelines to connect to the network. The South Bay WIB has already connected its Hawthorne and Inglewood locations to the network and plan to have all SBWIB locations connected within the next few months. The SBWIB is also exploring the possibility of installing a Wi-Fi system that can be provided at no cost to low income and disadvantaged job seekers that may not have access or sufficient access to participate in virtual instruction or prepare for employment.

*The SBWIB recently submitted a new occupation called Cyber Intel Security Analyst to the Department of Labor (DOL) for approval. Upon DOL approval, it will be submitted to the California Department of Apprenticeship Standards (DAS). Once the occupation is registered and approved, enrollments will begin right away, employer Space Vector has already committed to enrolling two of their employees.

*Rapid Response services were provided to 14 South Bay companies that employ 6,154 individuals who were affected by layoffs/closures during the 3rd Quarter of Program Year 2020-2021. Staff completed virtual orientations on One-Stop services, unemployment insurance benefits, Covered CA, and financial services. The SBWIB's Rapid Response team reached out to the employers and offered to provide webinars to assist with the layoffs. The webinars covered services offered at the America's Job Centers of California, unemployment insurance, healthcare options, and financial services. The Rapid Response team will continue to provide webinars and virtual assistance to employers and dislocated workers.

*COVID-19's Impact on Services – The SBWIB operates four One-Stop Business & Career Service Centers located in Inglewood, Torrance, Gardena and Carson. For the safety of the public and to reduce the number of people in close proximity, the One-Stop Centers continue to offer services virtually or in-person by appointment only. Complete cleaning and sanitizing at all South Bay WIB locations is ongoing and aligned with public safety priorities. Each South Bay One-Stop Business & Career Center assists about 25-30 laid-off workers daily during the hours of 8:00 a.m. – 11:00 a.m. with applying for unemployment insurance benefits. Recruitments, workshops, orientation/info sessions, case management, and career pathway counseling

are provided virtually. Many clients are being assisted with crossing over in their short-term vocational training programs from the traditional seat-based instruction to distance learning platforms. The Job Development team also conducts recruitment fairs via Zoom and continue to screen and refer applicants to essential service employers that are in desperate need of employees.

*The SBWIB enrolled 26 individuals in the statewide National Dislocated Worker Employment Recovery grant (NDWG) making the total number enrolled 84. Under this program, 177 displaced workers will be provided with job training and placement services. California Employment Development Department (EDD) awarded the South Bay WIB the NDWG Employment Recovery grant to assist workers displaced as a result of the COVID-19 pandemic.

*Last quarter, the South Bay WIB enrolled 46 new dislocated workers into the Emergency Additional Assistance Grant making the overall enrollment total 155. Under this grant, 180 veterans and dislocated workers will be provided with job training and placement services that include on-the-job-training, and enrollment into an apprenticeship or pre-apprenticeship program. So far, 50 individuals have exited the program with employment.

*The South Bay WIB launched the Virtual Learning Ambassadors (VLAs) program to assist South Bay School Districts that are providing instruction and supportive services virtually. Under the VLA program, high school students are paid to support K-12 students, teachers, and parents with adapting to a virtual presence during COVID-19. The Virtual Learning Ambassadors (VLA) are paid interns ages 16-24. The VLAs receive 20 hours of paid training on several online platforms such as Google Classroom, Canvas, Schoology, Edgenuity, Google Meets, Acellus Learning Accelerator, Zoom, and more online or in-person at the SBWIB's Hawthorne Teen Center, Inglewood Teen Center, or YouthBuild site. The VLAs receive up to \$1,500 of paid work experience for delivering a minimum of 120 hours of virtual services.

*In the last quarter, South Bay One Stop Business & Career Centers were successfully able to enroll a total of 6 Lawndale residents in both adult and dislocated worker programs.

*South Bay One-Stop Business & Career Centers exited a total of 4 Lawndale residents with employment during the third quarter.

*The South Bay One-Stop Business & Career Center held 8 virtual recruitment fairs during the 3rd quarter with various including; Servicon Systems, Inc., World Net, Dream Clean, JT Resources, Amazon, Teledyne Relays, Synergy, and SpaceX. 220 job seekers attended the recruitment fairs resulting in over 40 individuals being offered employment.

*2 youth from the City of Lawndale was enrolled in the WIOA year-round Youth Program last quarter; this individual received pre-employment Blueprint for Workplace Success training and access to free occupational training based on their career interest. Other services included paid work experience at a worksite in the City of Lawndale.

*Last quarter, the South Bay WIB completed the Accelerator 7.0 grant and exceeded the enrollment goal of 25 students into the Bio-Flex Pre-Apprenticeship Program. A total of 28 high school students were enrolled and 25 successfully completed the program from various Los Angeles County schools including Lawndale High School. Enrollees received work readiness training through the SBWIB's Blueprint for Workplace Success curriculum prior to being matched with an employer for 120 hours of paid work experience. Additionally, each student was linked with a mentor that matched the students background and/or career goals. The mentors included business professionals from companies such as Bachem Americas, Sakura USA, Kite Pharma, and BioLabs LA at the Lundquist Institute.

*14 veterans were enrolled in the Veterans Employment Related Assistance Program (VEAP) last quarter. Under this program, veterans with significant barriers to employment receive career and training services leading to employment in high growth employment sectors such as construction trades. So far, a total of 38 veterans have exited the program with employment.

*As part of the Youth at Work Jobs Program, 5 Lawndale students were recruited and enrolled for an opportunity to receive paid pre-employment training and 120 hours of paid work experience during the third quarter. Youth had a chance to earn up to \$1,590.

*This past quarter, the Los Angeles Basin Regional Planning Unit (LABRPU) successfully enrolled 555 individuals in the State of California's Prison to Employment (P2E) program. The South Bay Workforce Investment Board serves as the lead and fiscal agent under the (P2E) initiative on behalf of the seven Workforce Development Boards in Los Angeles County apart of the LABRPU. The P2E program will provide employment and job placement services to over 700 formerly incarcerated individuals over a two-year period.

The program has already exceeded its enrollment goal of 705 individuals with over 1,030 receiving services.

*The SBWIB and El Camino College are in the initial planning stages on a California Apprenticeship Initiative (CAI) grant to enroll 50 apprentices in bioscience apprenticeship training programs. The partners successfully registered two bioscience occupations with the Department of Labor (DOL) and the Division of Apprenticeship Standards (DAS): Bio-Manufacturing Technician (aka Production Technician) and Biomedical Equipment Technician (aka Biomedical Maintenance Technician). Last quarter, the SBWIB submitted two additional occupations to the DOL for approval: Biomedical Maintenance Technician and Biomedical Quality Assurance Specialist. Once they are approved by the DOL, the occupations will be submitted to the DAS for approval. The CAI grant helps cover training costs and provides employers an on-the-job training incentive of \$1,000 per apprentice. Bioscience companies who are interested in enrolling existing employees into this program or hiring apprentices may contact the SBWIB at (310) 970-7700 for additional information.

*Our 3rd quarter totals reflect that 22,612 individuals received services through our South Bay One-Stop Business and Career Centers, 11,617 of which were serviced through the Inglewood One-Stop. The Inglewood location provides services to the residents and businesses of Lawndale, Inglewood, Hawthorne, and El Segundo.

*Applications are currently being accepted for enrollment into the SBWIB's YouthBuild career pathway program. The program is open to at-risk out-of-school youth ages 16-24. The SBWIB's YouthBuild program provides a seamless progression from education to work-based training that includes classroom instruction leading to a high school diploma and occupational skills training in construction building trades at approved work sites. YouthBuild Charter School of California provides the academic skills curriculum and Habitat for Humanity manages the housing construction or rehabilitation project sites. Please contact the SBWIB YouthBuild site at (310) 225-3060 for additional information.

*Last quarter, the SBWIB's YouthBuild program received a grant through the Harbor Freight Foundation to train 20 youth ages 18 – 24 in the construction trades. The LA/OC Building Trades Multi-Craft Core Curriculum (MC3) training will begin on May 17th at the SBWIB YouthBuild site located in Lennox. Those interested in the training program should connect with the SBWIB Youth Programs staff at (310) 680-3700.

*SBWIB continues to provide training dollars to local employers for incumbent worker training through the State's Employment Training Panel (ETP). Over 400 incumbent workers have received training to-date at an average salary of \$41 an hour. SBWIB is hopeful that the program will be refunded in the next fiscal year so this resource will continue to be available to local businesses.

*During the 3rd quarter, the South Bay One-Stop Business & Career Center reached out to 26 Lawndale-based employers which resulted in the Center successfully executing 2 on-the-job training contracts. The employers included Party City, Centinela Valley Union High School District, Lawndale School District, and Sherwin Williams. The South Bay One-Stop Business & Career Center will continuously conduct monthly outreach to Lawndale businesses to market SBWIB services available to meet their hiring and business needs.

*Last quarter, the Hawthorne Teen Center reopened its doors for in-person services, however the Center will also continue to provide services and programming to youth virtually. Last quarter, over 77 Lawndale and Hawthorne youth received virtual assistance through the Teen Center. Educational and enrichment programming as well as workshops are offered in-person from 3pm – 6pm at the Hawthorne Teen Center by appointment.

*Through the SBWIB's Aero-Flex Pre-Apprenticeship Program, the SBWIB assists local advanced manufacturing employers with locating new talent and connects job seekers with advanced manufacturing employment opportunities. 12 South Bay residents living in District IV will be enrolled into the three-track Aero-Flex Pre-Apprenticeship Program. Track I provides work readiness training through the SBWIB's Blueprint for Workplace Success curriculum. Track II is about technical skills training with a flexible curriculum that is tailored to meet the needs of the apprentice and the employer. Track III consists of on-the-job training at an advanced manufacturing employer. The SBWIB will either pay the pre-apprentices 70 hours of paid work experience or reimburse the employer for 80 hours of on-the-job training if an apprentice is hired. Advanced manufacturing companies and participants interested in this opportunity may contact the SBWIB at (310) 970-7700 for additional information.

This concludes my oral report. A written summary, along with a report of Program Year 2020-2021's 3rd quarter activities and accomplishments is being provided for your personal review.

Committees Activity Report
(Based upon the April 15, 2021, South Bay Workforce Investment Board Meeting)

***Rapid Response Summary of Activity from July 2020 – March 2021:**

Number of Companies Affected	Number of Employees Affected	Number of companies utilizing services	Number of companies not receiving service
14	6,154	14	0

City	Number of Companies Affected	Number of Employees Affected
Inglewood		
Hawthorne	2	252
Lawndale		
El Segundo	2	207
Gardena	1	257
Carson		
Redondo Beach		
Hermosa Beach		
Manhattan Beach	1	20
Torrance	4	977
Lomita	1	
Los Angeles	3	4,441

Youth Development Council (YDC) Committee Meeting, February 2, 2021:

The February 2, 2021, Youth Development Council meeting was called to order at 9:02 a.m. The following information was discussed or acted upon:

The Committee took action to approve the November 3, 2020 Meeting Minutes and the Youth Activity and Performance Report.

Mr. Michael Trogan and Ms. Osiris Herrera provided a presentation on the South Bay WIB and Facebook partnership to train 50 youth ages 18 and older as Social Media/Digital Marketing Fellows. Through the South Bay One-Stop Business & Career Centers the Fellows will receive paid training, a Facebook employee mentor, and a paid work experience opportunity where the Fellow will utilize their training to assist a local South Bay business.

During the meeting, SBWIB staff members also provided updates on activities conducted at the Hawthorne and Inglewood Teen Centers, both Bridge to Work Programs, the YouthBuild Program, the Youth at Work Summer Program, the Virtual Learning Ambassadors Program and Special Youth Projects and Grants.

Presidents, Superintendents and Representatives from California State University, Dominguez Hills, West Los Angeles College, El Camino College, Inglewood, Hawthorne, Centinela Valley, Lennox, Redondo Beach, Torrance, and Wiseburn school districts provided the Committee with brief updates on things happening in their districts.

Many thanked Dr. O'Brien for his hard work and wished him the best of luck on his pending retirement.

The meeting was adjourned at 10:13 a.m.

One Stop Policy Committee Meeting, February 17, 2021:

The February 17, 2021, One Stop Policy Committee meeting was called to order at 9:04 a.m. The following items were discussed or acted upon.

The One-Stop Policy Committee held appeal hearings for training providers Sutech School of Vocational and Technical Training and California Premiere College. In November of 2020, the SBWIB was instructed by the Employment Development Department's Eligible Training Provider List (ETPL) Division to remove both training providers from the ETPL due to them being investigated for worker's compensation fraud. South Bay Workforce Investment Board staff recommendations were to place both training providers on hold as opposed to removing/delisting them from the local I-TRAIN Directory and State Eligible Training Provider List (ETPL) since no final court rulings have been made. The training providers were informed that they have the option to appeal to the South Bay WIB's Executive Committee if they did not agree with the decision made by the One-Stop Policy Committee. As per the State's ETPL policy, training providers have to appeal to the local Workforce Development Board, and if not satisfied with the outcome, can then appeal on the State level. After discussion, the Committee approved upholding staff recommendations to place training providers Sutech School of Vocational and Technical Training and California Premiere College on hold, with a unanimous vote of eight members.

The November 18, 2020 meeting minutes and the 2nd Quarter Summary for Classroom Training Providers Activity reports were approved.

The PY 20-21 3rd Quarter Self-Service Activity Report through January 31, 2021 was presented by Mr. Robert Chavez and approved unanimously by the Committee.

The disability services update was provided by Mr. Michael Trogan.

Mr. David Baquerizo, SBWIB One-Stop Operator provided a brief report on his role as the Operator and the Comprehensive One-Stop partner meetings.

The meeting was adjourned at 10:10 a.m.

Performance & Evaluation Committee Meeting, February 16, 2021:

The February 16, 2021, Performance & Evaluation Committee meeting was called to order at 9:00 a.m. The following items were discussed or acted upon:

The November 17, 2020, meeting minutes were reviewed and approved by the Committee.

The WIOA FY 20/21 2nd quarter expenditure report through December 31, 2020 was approved unanimously, as well as the Self-Service and Activity report through January 31, 2021.

Staff member Justina Munoz presented the 2nd Quarter One-Stop Centers and Service Providers Report. The Report displayed that the Gardena One-Stop Business & Career Center did not meet the new enrollment goal of 16 individuals into the Adult Program. In regards to the Youth Program, the report displayed that the

Inglewood and Torrance One-Stop Centers did not meet their new enrollment goals. Ms. Munoz noted that Service Provider ProPath, Inc. did not meet the quarterly plan of new enrollments into the Dislocated Worker program. The report also displayed that the Gardena One-Stop Business & Career Center only achieved 56% of the Adult exit rate and 53% of the Dislocated Worker exit rate. Staff recommendations were to issue letters of concerns to the One-Stop Centers and Service Provider ProPath, Inc. that did not meet the quarterly enrollment and exit goals. All other enrollment, exit, and unsubsidized employment goals were met. After review and discussion, the 2nd Quarter Service Provider and Operating Cities Report was approved unanimously by the Committee.

Ms. Laura Bischoff presented the 2nd Quarter Vendor Performance Report. Staff recommendations were to place 7 training providers on probation and to place 7 training courses on hold. Letters of concern will be sent to the training providers allowing them an opportunity to work out any discrepancies. Providers that are placed on hold will not receive any more referrals until their placement numbers have improved. After a discussion the 2nd Quarter Vendor Performance Report was approved unanimously by the Committee.

The meeting was adjourned at 9:34 a.m.

Business & Economic Development Committee Meeting, April 7, 2021:

The April 7, 2021, Business, Technology and Economic Development Committee meeting was called to order at 9:02 a.m.

The Committee reviewed and approved the January 6, 2021 Meeting Minutes.

Staff member Catherine Blaylock presented the PY 20-21 3rd quarter Rapid Response Activity Report. 14 companies received Rapid Response services through March 31, 2021, with a total of 6,154 employees affected by layoffs/closures. After review and discussion, the Rapid Response Activity Report was approved unanimously by the Committee.

The latest Construction and Utilities Preparation Program (CUPP) report was reviewed by the Committee and reflected that over 1,174 individuals were hired to work on a construction site or enrolled in an apprenticeship program since the program began in January of 2017. Mr. Robert Chavez informed the Committee that job seekers and apprentices are being referred to work on other construction projects on the SoFi Stadium campus, at LAX and Metro. Mr. Chavez noted that the SBWIB looks forward to being able to assist the Clippers Arena and Inglewood Unified School District with their upcoming construction projects.

The Committee was provided with a brief update on the progress made by the Healthcare Workgroup which includes the South Bay WIB and healthcare professionals from Centinela Hospital Medical Center, the Skilled Nursing Association, the Hospital Association, Torrance Memorial Hospital, the Beach Cities Health District, Avanti Hospitals, and Little Company of Mary. During the last couple meetings, the Workgroup identified the following occupations as priority: skilled nursing, certified nursing assistant, phlebotomy, and clinical laboratory scientist. The SBWIB will be focusing on assisting the healthcare providers to meet industry needs by developing a roadmap of training programs offered in the local area, developing a referral pipeline of qualified candidates, offering supportive services to the trainees and offering business services including incumbent worker training and internships to employers.

During the meeting the Committee was also provided with updates on the Aero-Flex and Bio-Flex Pre-Apprenticeship and Apprenticeship Programs, the South Bay Broadband Fiber Optic Network, the Employment Training Panel (ETP) Multiple Employer Contract (MEC), other special projects and new funding opportunities.

The meeting was adjourned at 9:33 a.m.

Executive Committee Meetings:

The following are highlights of the February 11, 2021, March 11, 2021, and April 8, 2021, Executive Committee Meetings:

The Executive Committee approved all committee reports and meeting minutes this quarter.

Two appeal hearings we held last quarter for training providers California Premiere College and Sutech School of Vocational & Technical Training. The training providers requested a hearing regarding the One-Stop Policy Committee and staff recommendations of placing the providers on hold status due to ongoing worker's compensation fraud investigations. The hearings resulted in the Executive Committee approving to uphold the One-Stop Policy Committee's recommendation of placing both training providers on hold pending the State's direction.

During the February 11th meeting, the Executive Committee approved the SBWIB AJCC Adult and Dislocated Worker Career Services Application. Under the Workforce Innovation and Opportunity Act (WIOA), local Workforce Development Boards are allowed to be an Adult and Dislocated Worker Career Services Provider if they have the agreement of the Chief Locally Elected Official (CLEO) and the Governor.

Last quarter, Ms. Justina Munoz presented the Program Year (PY) 2021 – 2023 Local Area Subsequent Designation and Local Board Recertification Application. After review and discussion, the Committee unanimously approved the Local Area Subsequent Designation & local Board Recertification Application.

Ms. Munoz also provided a brief overview regarding the Request for Proposal (RFP) recently released to solicit competitive proposals to identified qualified providers as the comprehensive AJCC Operator under Title I of the Workforce Innovation and Opportunity Act (WIOA).

During the April 8, 2021 meeting, the Executive Committee was provided with a brief update on the PY 2021 – 2024 Local and Regional Plans which are due to the State for review by April 30, 2021.

The Executive Committee also approved the SBWIB April 15, 2021, Meeting Agenda.

This concludes the Executive Committee Report.

SOUTH BAY WORKFORCE INVESTMENT BOARD

PY 2020-2021

NUMBER OF INDIVIDUALS SERVED - INFORMATIONAL/SELF SERVICE ONLY

	PREVIOUS CUMULATIVE REPORT	PREVIOUS MONTH	MONTH OF MARCH	CUMULATIVE PY 20/21
INGLEWOOD, HAWTHORNE, LAWDALE, EL SEGUNDO ONE-STOP BUSINESS AND CAREER CENTER	10112	2402	1505	11617
GARDENA ONE-STOP BUSINESS AND CAREER CENTER	2367	318	382	2749
TORRANCE ONE-STOP BUSINESS AND CAREER CENTER	4199	509	519	4718
CARSON BUSINESS AND CAREER CENTER	3276	210	252	3528
TOTAL	19954	3439	2658	22612

ADULT PROGRAM (G201)

	Gardena				Δ	Inglewood				Δ	Torrance				Δ	Carson				Δ	SBWIB TOTAL	Qtr.		Year-End	%	Δ			
	Plan	%	Plan	%		Plan	%	Plan	%		Plan	%	Plan	%		Plan	%	Plan	%			Plan	%				Plan	%	
I. TOTAL CLIENTS	40	42	95%	50	80%		190	199	95%	229	83%		65	69	94%	82	79%		49	55	89%	66	74%	344	366	94%	427	81%	
A. CARRIED IN	19	19		19			109	109		109			31	31		31			23	23		23		182	182		182		
B. NEW	21	23	90%	31	68%	2	81	90	90%	120	68%	5	34	38	89%	51	67%	5	26	32	81%	43	60%	162	184	88%	245	66%	17
II. TOTAL EXITS	22						84						21						19					146					
A. UNSUBSIDIZED EMPLOYMENT	12				6		55				17		17				3		16				3	100					29
B. ALSO ATTAINED CREDENTIAL	10				4		31				12		6				1		0				0	47					17
C. % OF PLACEMENT							65%						81%											68%					
D. AVERAGE PLACEMENT WAGE		\$17.31					\$19.03						\$21.33						\$23.61					\$20.32					

Grant (201)

Serving economically disadvantaged adults 18 years and over in the nine cities that comprise the South Bay Workforce Investment Area.

YOUTH PROGRAM (G301)

	Gardena				Δ	Inglewood				Δ	Torrance				Δ	Carson				Δ	SBWIB TOTAL	Qtr.		Year-End	%	Δ			
	Plan	%	Plan	%		Plan	%	Plan	%		Plan	%	Plan	%		Plan	%	Plan	%			Plan	%				Plan	%	
I. TOTAL CLIENTS	26	19	141%	23	113%		64	96.5	66%	115	56%		35	44	80%	52	67%		28	29	96%	36	78%	153	188	81%	226	68%	
A. CARRIED IN	5	5		5			41	41		41			19	19		19			9	9		9		74	74		74		
B. NEW ENROLLEES	21	14	156%	18	117%	6	23	56	41%	74	31%	11	16	25	65%	33	48%	6	19	20	94%	27	70%	79	114	69%	152	52%	30
II. TOTAL EXITS	11						20						14						22					67					
A. UNSUBSIDIZED EMPLOYMENT	8				3		1						3				0		5					17					3
B. ENT. TRAINING/POST-SECONDARY	0						16				2		7				2		12				2	35					6
C. ATTAINED RECOGNIZED DEGREE	3				1		17				1		2				1		3					25					3
D. AVERAGE PLACEMENT WAGE		\$15.41					\$15.00						\$14.63						\$15.22					\$15.22					
YOUTH POSITIVE EXIT RATE		73%					85%						71%						77%					78%					

Grant (301)

Serving low income, in school and out of school youth between the ages of 14 and no more than 21 years of age in the nine cities that comprise the South Bay Workforce Investment Area.

DISLOCATED WORKER (G501)

	Gardena				Δ	Inglewood				Δ	Torrance				Δ	Carson				Δ	SBWIB TOTAL	Qtr.		Year-End	%	Δ			
	Plan	%	Plan	%		Plan	%	Plan	%		Plan	%	Plan	%		Plan	%	Plan	%			Plan	%						
I. TOTAL CLIENTS	35	43	82%	50	70%		130	135	96%	155	84%		127	141	90%	162	78%		51	55	94%	62	82%	343	373	92%	429	80%	
A. CARRIED IN	20	20		20			74	74		74			79	79		79			32	32		32		205	205		205		
B. NEW	15	23	67%	30	50%	2	56	61	92%	81	69%	2	48	62	77%	83	58%	9	19	23	84%	30	63%	138	168	82%	224	62%	14
II. TOTAL EXITS	24						53						74						21					172					
III. TOTAL UNSUBSIDIZED EMPLOYMENT	19				6		47				7		59				5		18				1	143					19
A. RETRAINING	6				0		12				3		45				4		7				1	70					8
ALSO ATTAINED CREDENTIAL	6				0		12				3		45				4		7				0	70					7
B. CALLED BACK WITH EMPLOYER	0						0						0						0					0					
IV. % PLACEMENT (INCL. CALL BACKS)							89%						80%						86%					83%					
V. % PLACEMENT (EXCL. CALL BACKS)							89%						80%						86%					83%					
AVERAGE PLACEMENT WAGE		\$20.30					\$27.06						\$44.37						\$21.13					\$28.22					

Grant (501)

Serving laid off workers; with priority given to those individuals that have been laid-off from employers located in the nine cities that comprise the South Bay Workforce Investment Area.

ADULT PROGRAM (G201)

	Gardena			Inglewood			Hawthorne			Lawndale			El Segundo			Redondo			Hermosa			Manhattan			Torrance			Lomita			Carson			TOTAL SBWIB	Year Plan	Year Δ
	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year						
I. TOTAL CLIENTS	40	50	152	177		30	38		5	12		3	2		16	22		2	2		1	1		41	50		5	7		49	66		344	427		
A. CARRIED IN	19	19	93	93		13	13		2	2		1	1		7	7		1	1		0	0		21	21		2	2		23	23		182	182		
B. NEW	21	31	2	59	5	17	25	0	3	10	0	2	1	0	9	15	1	1	1	0	1	1	1	20	29	2	3	5	1	26	43	5	162	245	17	
II. TOTAL EXITS	22	22	74	74		7	7		2	2		1	1		6	6		0	0		1	1		13	13		1	1		19	19		146	146		
A. UNSUBSIDIZED EMPLOYMENT	12	12	6	46	12	6	6	4	2	2	1	1	1		6	6	1	0	0		0	0		10	10	2	1	1		16	2	3	100	86	29	
ALSO ATTAINED CREDENTIAL	10	4	29		10	2		2	0		0				2		0							3		1	1		0	0		0	47		17	
B. OTHER TERMINATION	10		0	28	5	1		0	0		0				0		0						1	3		1	0		3	1		1	46		8	

YOUTH PROGRAM (G301)

	Gardena			Inglewood			Hawthorne			Lawndale			El Segundo			Redondo			Hermosa			Manhattan			Torrance			Lomita			Carson			TOTAL SBWIB	Year Plan	Year Δ
	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year						
I. TOTAL CLIENTS	26	23	45	82		13	25		4	5		2	3		5	13		2	2		2	2		24	33		2	2		28	36		153	226		
A. CARRIED IN	5	5	28	28		9	9		2	2		2	2		3	3		1	1		1	1		13	13		1	1		9	9		74	74		
B. NEW	21	18	6	17	7	4	16	3	2	3	1	0	1	0	2	10	1	1	1	1	1	1	1	11	20	2	1	1	1	19	27	7	79	152	30	
II. TOTAL EXITS	11	11	13	13		5	5		1	1		1	1		5	5		0	0		0	0		8	8		1	1		22	22		67	67		
A. UNSUBSIDIZED EMPLOYMENT	8		3	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2		0	0	5		0		0	17		3	
ALSO ATTAINED CREDENTIAL	3	1	11		0	5		1	0		1	0		1	0		0	0		0	0		0	2		1	0	3		0		0	25		3	
B. ENT. TRAINING/POST-SECONDARY	0		10		0	4		1	1		1	1		3	1		0	0		0	0		0	3		0	1	1	12	2		35		6		
C. ATTAINED RECOGNIZED DEGREE	0		0		0	0		0	0		0	0		0	0		0	0		0	0		0	0		0	0	0		0		0		0		
D. RETURNED TO SCHOOL	0		0		0	0		0	0		0	0		0	0		0	0		0	0		0	0		0	0	0		0		0		0		
E. OTHER EXITS	3		0	2	2	1		1	0		0	0		1	1		0	0		0	0		0	3		1	0	5		1		15		6		

DISLOCATED WORKER (G501)

	Gardena			Inglewood			Hawthorne			Lawndale			El Segundo			Redondo			Hermosa			Manhattan			Torrance			Lomita			Carson			TOTAL SBWIB	Year Plan	Year Δ
	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year	Year Plan	Year Δ	Year						
I. TOTAL CLIENTS	35	50	102	94		16	39		2	8		10	14		35	42		8	13		13	17		63	77		8	13		51	62		343	429		
A. CARRY IN	20	20	55	55		11	11		0	0		8	8		19	19		6	6		8	8		40	40		6	6		32	32		205	205		
B. NEW	15	30	2	47	2	5	28	0	2	8	0	2	6	0	16	23	3	2	7	0	5	9	1	23	37	4	2	7	1	19	30	1	138	224	14	
II. TOTAL EXITS	24	24	43	43		6	6		0	0		4	4		19	19		6	6		7	7		37	37		5	5		21	21		172	172		
III. TOTAL UNSUBSIDIZED EMPLOYMENT	19	19	6	39	6	4	4	0	0	0	0	4	4	1	15	15	1	6	6	1	6	6	1	28	28	2	4	4		18	18	1	143	143	19	
A. RETRAINING	6		0	11	3	1		0	0		0	0		8	2		3			0	5		0	27		1	2		7	0		70		7		
ALSO ATTAINED CREDENTIAL	6		0	11	3	1		0	0		0	0		8	2		3			0	5		0	27		1	2		7	0		70		7		
B. CALLED BACK WITH EMPLOYER	0		0		0	0		0	0		0	0		0	0		0			0	0		0	0		0	0	0		0		0		0		
IV. ALL OTHER TERMINATIONS	5		0	4	0	2		1	0		0	0		4	4		0			0	1		0	9		1	0	3		0		29		1		

I. TOTAL CLIENTS	11	33	33	18	4					20	19	13	0
A. CARRIED IN	0	0	0	0	0					0	0	0	0
B. NEW	11	33	33	18	4					20	19	13	0
II. TOTAL EXITS	0	0	0	0	0					0	0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0					0	0	0	0
OTHER TERMINATIONS	0	0	0	0	0					0	0	0	0
	0.00	0.00	0.00	0.00	0.00					0.00	0.00	0.00	0.00
I. TOTAL CLIENTS	24	23	0	10	20	37	0	18	0	20	47	13	
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	
B. NEW	24	23	0	10	20	37	0	18	0	20	47	13	
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0	
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	
I. TOTAL CLIENTS	25	9	18	47	23	0	40					0	
A. CARRIED IN	0	0	0	0	0	0	0					0	
B. NEW	25	9	18	47	23	0	40					0	
II. TOTAL EXITS	0	0	0	0	0	0	0					0	
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0					0	
OTHER TERMINATIONS	0	0	0	0	0	0	0					0	
I. TOTAL CLIENTS	18	29	0	0	0	0	2						
A. CARRIED IN	0	0	0	0	0	0	0						
B. NEW	18	29	0	0	0	0	2						
II. TOTAL EXITS	0	0	0	0	0	0	0						
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0						
OTHER TERMINATIONS	0	0	0	0	0	0	0						
ENROLLMENT GOALS	585	85	76	41	616	95	189	563	2250				
I. TOTAL CLIENTS	99	19	13	0	212	20	0	162					
A. CARRIED IN	0	0	0	0	0	0	0	0					
B. NEW	99	19	13	0	212	20	49	162					
II. TOTAL EXITS	0	0	0	0	0	0	0	0					
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0					
OTHER TERMINATIONS	0	0	0	0	0	0	0	0					
% OF PLACEMENT													
AVERAGE PLACEMENT WAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
PAGE TOTALS										2250	574	2,250	26%

Targets Temporary Assistance to Needy Families, TANF participants; and places them into Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

I. TOTAL CLIENTS		16	△	51	△	0	△	0	△	0	△					0	△	4	△	0	△
A. CARRIED IN		0		0		0		0		0						0		0		0	
B. NEW		16	2	51	9	0	0	0	0	0	0				0	0	0	4	0	0	0
II. TOTAL EXITS		0		0		0		0		0					0		0		0		0
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0					0		0		0		0
OTHER TERMINATIONS		0		0		0		0		0					0		0		0		0
I. TOTAL CLIENTS		4	△	0	△	0	△	7	△	4	△	3	△	0	△	1	△	8	△	0	△
A. CARRIED IN		0		0		0		0		0		0		0		0		0		0	
B. NEW		4	0	0	0	0	0	7	1	4	0	3	0	0	1	1	0	8	0	4	1
II. TOTAL EXITS		0		0		0		0		0		0		0		0		0		0	
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0		0		0		0		0		0	
OTHER TERMINATIONS		0		0		0		0		0		0		0		0		0		0	
I. TOTAL CLIENTS		5	△	2	△	0	△	0	△	0	△	0	△	3	△						
A. CARRIED IN		0		0		0		0		0		0		0							
B. NEW		5	0	2	0	0	0	0	0	0	0	0	0	3	0						
II. TOTAL EXITS		0		0		0		0		0		0		0							
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0		0		0							
OTHER TERMINATIONS		0		0		0		0		0		0		0							
I. TOTAL CLIENTS		0	△	0	△	0	△	0	△	0	△	0	△		△						
A. CARRIED IN		0		0		0		0		0		0		0							
B. NEW		0	0	0	0	0	0	0	0	0	0	0	0								
II. TOTAL EXITS		0		0		0		0		0		0		0							
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0		0		0							
OTHER TERMINATIONS		0		0		0		0		0		0		0							
ENROLLMENT GOALS		65	△	10	△	9	△	4	△	69	△	10	△	21	△	62	△				
I. TOTAL CLIENTS		67		2		4		0		34		0		0		10					
A. CARRIED IN		0		0		0		0		0		0		0		0					
B. NEW		67	11	2	0	4	0	0	0	34	4	0	0	0	0	10	0				
II. TOTAL EXITS		0		0		0		0		0		0		0		0					
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0		0		0		0					
OTHER TERMINATIONS		0		0		0		0		0		0		0		0					
% OF PLACEMENT																					
AVERAGE PLACEMENT WAGE		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00					
PAGE TOTALS																		117		117	
PLANNED ENROLLMENT																		250			
PERCENT OF PLAN																		47%			

Targets Temporary Assistance to Needy Families, TANF participants; and places them into Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

I. TOTAL CLIENTS	2	8	12	7	0						0	0	0
A. CARRIED IN	0	0	0	0	0						0	0	0
B. NEW	2	8	12	7	0						0	0	0
II. TOTAL EXITS	0	0	0	0	0						0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0						0	0	0
OTHER TERMINATIONS	0	0	0	0	0						0	0	0
I. TOTAL CLIENTS	0	0	7	0	6								
A. CARRIED IN	0	0	0	0	0								
B. NEW	0	0	7	0	6								
II. TOTAL EXITS	0	0	0	0	0								
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0								
OTHER TERMINATIONS	0	0	0	0	0								
I. TOTAL CLIENTS	0	3	5	0									
A. CARRIED IN	0	0	0	0									
B. NEW	0	3	5	0									
II. TOTAL EXITS	0	0	0	0									
UNSUBSIDIZED EMPLOYMENT	0	0	0	0									
OTHER TERMINATIONS	0	0	0	0									
I. TOTAL CLIENTS	0												
A. CARRIED IN	0												
B. NEW	0												
II. TOTAL EXITS	0												
UNSUBSIDIZED EMPLOYMENT	0												
OTHER TERMINATIONS	0												
ENROLLMENT GOALS	38	7		3	52						50		
I. TOTAL CLIENTS	29	0		0	13						0		
A. CARRIED IN	0	0		0	0						0		
B. NEW	29	0		0	13						50		
II. TOTAL EXITS	0	0		0	0						0		
UNSUBSIDIZED EMPLOYMENT	0	0		0	0						0		
OTHER TERMINATIONS	0	0		0	0						0		
% OF PLACEMENT				0%									
AVERAGE PLACEMENT WAGE	\$0.00	\$0.00		\$0.00	\$0.00						\$0.00		
PAGE TOTALS											100	50%	

Targets Temporary Assistance to Needy Families, TANF participants; and places them into Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

GRANT PERIOD: 07/01/2020 TO 06/30/21

REPORT PERIOD: 07/01/2020 TO 3/31/2021

HOMELESS INITIATIVE

ENROLLMENT GOALS

I. TOTAL CLIENTS

A. CARRIED IN

B. NEW

II. TOTAL EXITS

UNSUBSIDIZED EMPLOYMENT

OTHER TERMINATIONS

% OF PLACEMENT

AVERAGE PLACEMENT WAGE

METRO NORTH WORKSOURCE CENTER	60	Δ	60	Δ	60	Δ	60	Δ	60	Δ	0	Δ
	31		11		13		11		3		0	
	0		0		0		0		0		0	
	31	2	11	1	13	1	11	0	3	0	0	
	0		0		0		0		0		0	
	0		0		0		0		0		0	
	0		0		0		0		0		0	
	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	

PAGE TOTALS	69	Δ
	0	
	69	4
	0	
	0	
	\$ -	

PLANNED ENROLLMENT	300
--------------------	-----

PERCENT OF PLAN	23%
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The program is part of a countywide homeless initiative to target eligible CalWORKs families to participate in the Transitional Subsidized Employment (TSE) programs to improve their ability to become self-sufficient and retain housing. Program services will include paid work experience, specialized work experience, on-the-job training and classroom training.

I. TOTAL CLIENTS	L.A. CITY COLLEGE	8	Δ	EAST L.A. COLLEGE	21	Δ	EL CAMINO /COMPTON	2	Δ	L.A. MISSION COLLEGE	17	Δ	L.A. PIERCE COLLEGE	7	Δ	L.A. SOUTHWEST COLLEGE	0	Δ	LONG BEACH CITY COLLEGE	0	Δ	WEST L.A. COLLEGE	6	Δ		0	Δ		0	Δ		0	Δ
A. CARRIED IN		0			0			0			0			0			0			0			0			0			0			0	
B. NEW		8	1		21	0		2	0		17	0		7	0		0	0		0	0		6	3		0	0		0	0		0	0
II. TOTAL EXITS		0			0			0			0			0			0			0			0			0			0			0	
UNSUBSIDIZED EMPLOYMENT		0			0			0			0			0			0			0			0			0			0			0	
OTHER TERMINATIONS		0			0			0			0			0			0			0			0			0			0			0	

I. TOTAL CLIENTS	0	0	0
A. CARRIED IN	0	0	0
B. NEW	0	0	0
II. TOTAL EXITS	0	0	0
OTHER TERMINATIONS	0	0	0

ENROLLMENT GOALS

I. TOTAL CLIENTS	61	Δ
A. CARRIED IN	0	
B. NEW	61	4
II. TOTAL EXITS	0	
UNSUBSIDIZED EMPLOYMENT	0	
OTHER TERMINATIONS	0	
% OF PLACEMENT	0%	
AVERAGE PLACEMENT WAGE	\$0.00	

PAGE TOTALS	61	Δ
	0	
	61	4
	0	
	0	
	0%	
	\$0.00	

PLANNED ENROLLMENT	PERCENT OF PLAN
159	38%

Targets CalWORKs participants/Individuals whose families are on Public Assistance; enrolled in Community Colleges; and places them into a Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

GRANT PERIOD: 07/01/2020 TO 6/30/2021

REPORT PERIOD: 07/01/2020 TO 3/31/2021

DCFS ILP PROGRAM (006K TIER I)

ENROLLMENT GOALS	GARDENA	INGLEWOOD	INGLEWOOD POMONA	CARSON	TORRANCE CAREER CENTER	FOOTHILL	PACIFIC GATEWAY	VERDUGO	SELACO	MCS HOLLYWOOD	MCS COVINA	JVS (MARINA DEL REY)	JVS (ANTELOPE VALLEY)	SELA AREA SOCIAL SERVICES	PAGE TOTALS	PLANNED ENROLLMENT	PERCENT OF PLAN		
I. TOTAL CLIENTS	0	0	4	1	0	0	1	0	1	0	0	0	0	0	7	16	63%		
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
B. NEW	0	0	4	1	0	0	1	0	1	0	0	0	0	0	10			2	
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
% OF PLACEMENT															0%				
AVERAGE PLACEMENT WAGE															\$ -				

ENROLLMENT GOALS	HUB CITIES	CANOGA PARK	YOUTH POLICY INSTITUTE	EI PROYECTO DEL BARRIO	MCS SAN GABRIEL VALLEY
I. TOTAL CLIENTS	0	0	0	1	2
A. CARRIED IN	0	0	0	0	0
B. NEW	0	0	0	1	2
II. TOTAL EXITS	0	0	0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0
TRANSFER TO OTHER AGENCY	0	0	0	0	0
OTHER TERMINATIONS	0	0	0	0	0
% OF PLACEMENT					
AVERAGE PLACEMENT WAGE					

Serving Youth in the Foster Care Independent Living Program, between 16-17 years of age, throughout Los Angeles County.

GRANT PERIOD: 07/01/2020 TO 06/30/2021

REPORT PERIOD: 07/01/2020 TO 3/31/2021

DCFS ILP PROGRAM (007K TIER II)

ENROLLMENT GOALS	GARDENA	INGLEWOOD	INGLEWOOD POMONA	CARSON	TORRANCE	FOOTHILL	PACIFIC GATEWAY	VERDUGO	SELACO PIC	HOLLYWOOD NORTH WORKSOURCE CENTER	MCS COVINA	JVS (MARINA DEL REY)	JVS (ANTELOPE VALLEY)	Lao / San Gabriel Valley	PAGE TOTALS	PLANNED ENROLLMENT	PERCENT OF PLAN		
I. TOTAL CLIENTS	6	1	12	2	2	0	0	0	12	0	0	0	2	4	43	70	61%		
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
B. NEW	6	1	12	2	2	0	0	0	12	0	0	0	2	4	43			10	
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
% OF PLACEMENT															0%				
AVERAGE PLACEMENT WAGE															\$ -				

ENROLLMENT GOALS	LAO / HUB CITIES	CANOGA PARK	YOUTH POLICY INSTITUTE	LAO / SASSEFA	Lao/EI Proyecto Del Barrio
I. TOTAL CLIENTS	0	0	0	0	2
A. CARRIED IN	0	0	0	0	0
B. NEW	0	0	0	0	2
II. TOTAL EXITS	0	0	0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0
TRANSFER TO OTHER AGENCY	0	0	0	0	0
OTHER TERMINATIONS	0	0	0	0	0
% OF PLACEMENT					
AVERAGE PLACEMENT WAGE					

Serving Youth in the Foster Care Independent Living Program, between 18-21 years of age, throughout Los Angeles County.

GRANT PERIOD: 07/01/2020 TO 06/30/21

REPORT PERIOD: 07/01/2020 TO 3/31/2021

DPSS PROBATION PROGRAM (950K TIER I)

ENROLLMENT GOALS	INGLEWOOD	INGLEWOOD (POMONA)	HOLLYWOOD WORKSOURCE CTR	FOOTHILL	PACIFIC GATEWAY	HUBCITIES	SELA AREA SOCIAL SERVICES	YOUTH POLICY INSTITUTE										PAGE TOTALS	PLANNED ENROLLMENT	PERCENT OF PLAN
I. TOTAL CLIENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
B. NEW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0%
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% OF PLACEMENT																		0%		
AVERAGE PLACEMENT WAGE																		\$ -		

Serving Youth on probation, between 16-17 years of age, throughout Los Angeles County.

GRANT PERIOD: 07/01/2020 TO 06/30/21

REPORT PERIOD: 07/01/2020 TO 3/31/2021

DPSS PROBATION PROGRAM (951K TIER II)

ENROLLMENT GOALS	INGLEWOOD	INGLEWOOD (POMONA)	HOLLYWOOD WORKSOURCE CTR	FOOTHILL	PACIFIC GATEWAY	HUBCITIES	SELA AREA SOCIAL SERVICES	YOUTH POLICY INSTITUTE	IMCS SAN GABRIEL VALLEY									PAGE TOTALS	PLANNED ENROLLMENT	PERCENT OF PLAN
I. TOTAL CLIENTS	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	0	0
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
B. NEW	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	7	29%
II. TOTAL EXITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% OF PLACEMENT																		0%		
AVERAGE PLACEMENT WAGE																		\$ -		

Serving Youth on probation, between 18-21 years of age, throughout Los Angeles County.

YOUTHBUILD

REPORT PERIOD: 09/01/17 TO 3/31/2021

GRANT TERM: 09/01/2017 TO 3/31/2021

GRANT TERM: 1/01/2020 TO 3/31/2023

- ENROLLMENTS
- EDUCATION & EMPLOYMENT
 - Education (Obtained High School Diploma)
 - Entered Employment
- ATTAINMENT OF DEGREE/CERTIFICATE
- LITERACY & NUMERACY ATTAINMENT
- RETENTION (Quarter 4)
- RECIDIVISM

YOUTHBUILD	Enrolled	Planned Services	% of Plan	Δ
	63	62	102%	
24	47	51%		
22				
16				
48	63	76%		
20	58	34%		
10	15	67%		
0	0	100%		

YOUTHBUILD	Enrolled	Planned Services	% of Plan	Δ
	12	73	16%	0
0	55			
0				
0	58			
0	0			
0	0			
0	0			
*Next cohort starts 4/5/2021				

The SBWIB YouthBuild program will provide educational, occupational skills training in construction and leadership skills to disadvantaged youth ages 16-24 years residing in targeted communities. Outcome measures are based on qualified enrollment criteria. The SBWIB YouthBuild partnership includes two required partners the YouthBuild Charter School of California (Education) and the Habitat for Humanity of Greater Los Angeles (Housing Construction).

CONSTRUCTION WORKFORCE PILOT (CALTRANS)

GRANT TERM: 9/1/2018 TO 12/30/2020

FINAL

REPORT PERIOD: 09/01/2018 TO 3/31/2021

- Enrollment into Construction Pre-Apprentice Program Training
- Completion of Construction Pre-Apprentice Program Training
- Placements

CALTRANS	Enrolled	Year Plan	% of Plan	Δ
	122	122	100%	0
116	100	116%	0	
75	63	119%	0	

Pilot project with Caltrans to connect classroom training in construction, supportive services and job development activities; co-enrollment with WIOA programs to maximize services and outcomes.

Chancellor Apprenticeship Initiative (CAI #3) – EL Camino College (Aero-Flex Apprenticeship)

GRANT TERM: 07/18/2018 TO 12/31/2021

REPORT PERIOD: 07/18/2018 - 3/31/2021

DOL APPRENTICE ENROLLMENTS
DAS APPRENTICE ENROLLMENTS

CAI #3 - ECC AERO-FLEX RA	Enrolled	Program Plan	% of Plan	Δ
	15	0	0%	0
15	25	60%	1	

Assist the District in creating a new apprenticeship training program (Aerospace Technician) registered by the Division of Apprenticeship Standards and assist El Camino in the enrollment of 25 apprentices. **The Apprenticeship Program is now approved by the Department of Labor (DOL) and the Division of Apprenticeship Standards (DAS).

Chancellor Apprenticeship Initiative CAI #4 – EL Camino College (Bio-Flex Apprenticeship)

GRANT TERM: 01/01/2020 TO 12/31/2022

REPORT PERIOD: 01/1/2020 TO 3/31/2021

APPRENTICESHIP ENROLLMENTS

CAI #4 - ECC BIO-FLEX RA	Enrolled	Program Plan	% of Plan	Δ
	0	50	0%	0

Assist the District in the enrollment of 50 apprentices into Bio-Flex and help to build additional Bioscience apprenticeship programs. **The Apprenticeship Program has been approved by the Department of Labor and the Division of Apprenticeship Standards (DAS) and enrollment can now begin.

BOS Mark Ridley Thomas (Bio-Flex)

GRANT TERM: 10/01/2018 TO 6/30/2021

REPORT PERIOD: 10/01/2018 TO 3/31/2021

MRT BIO-FLEX	Enrolled	Program Plan	% of Plan	Δ
		109	50	218%
	106	50	212%	8
	3			2

PRE-APPRENTICESHIP ENROLLMENTS (100%)
ATTAINMENT OF CREDENTIAL/CERTIFICATE
PENDING COMPLETION

**The county has issued a no cost extension through 6/30/2021 to implement the new initiative. Grant funds received from the District Supervisor Mark Ridley-Thomas to develop Bio-Flex Apprenticeship career pathways and to address employer-defined occupational needs within the Bioscience sector.

Workforce Accelerator 7.0 (Bio-Flex Pre-Apprenticeship)

GRANT TERM: 05/01/2019 TO 03/31/2021

REPORT PERIOD: 05/01/19 TO 3/31/2021

WAF 7.0	Enrolled	Program Plan	% of Plan	Δ
		50	50	100%
	28	25	112%	7
	25	20	125%	5

PARTICIPANTS SERVED
PRE-APPRENTICE ENROLLMENTS
ATTAINMENT OF CREDENTIAL/CERTIFICATE

Registering a new Bioscience apprenticeship training program with the Division of Apprenticeship Standards and enroll 25 pre-apprentices.

DOL Scaling Apprenticeship Grant (Bio-Flex & Aero-Flex Apprenticeship & Pre-Apprenticeship)

GRANT TERM: 07/15/2019 TO 07/14/2023

REPORT PERIOD: 07/15/2019 TO 3/31/2021

	DOL RA & PA	Enrolled	Program Plan	% of Plan	Δ
SBWIB PRE-APPRENTICESHIP ENROLLMENTS		0	0		
OTHER PROJECT PARTNER PRE-APPRENTICE ENROLLMENT		467	0	100%	0
SBWIB APPRENTICE ENROLLMENTS		14	1240	1%	2
SBWIB APPRENTICE COMPLETIONS		2	992	0%	2
OTHER PARTNER APPRENTICE ENROLLMENT		248	3760	7%	0
TOTAL PROJECT APPRENTICE ENROLLMENTS		262	5000	5%	2

Nationwide 4 year grant provided by the United States Department of Labor through West LA College. The goal is to recruit and enroll 5,000 pre-apprentices and apprentices. SBWIB is responsible for 1,230 of these enrollments. SBWIB pre-apprenticeship enrollments are optional.

Employment Training Panel (ETP) - Multiple Employer Contract (MEC)

GRANT TERM: 12/29/2019 TO 12/22/2021

REPORT PERIOD: 12/29/2019 TO 3/31/2021

	ETP - MEC 2	Enrolled	Program Plan	% of Plan	Δ
EMPLOYER PARTNERS ENROLLMENTS (100%)		8	15	53%	0
RETENTION IN EMPLOYMENT		426	272	157%	7
AVERAGE WAGE AFTER EMPLOYMENT		73	272	27%	0
		\$ 40.98			

To reimburse training costs to employers from the Employment Training Panel Fund. Two concurrent grant awards.

LACYJ WDACS

GRANT TERM: 11/04/2019 TO 06/30/2021

REPORT PERIOD: 11/04/2016 TO 3/31/2021

LACYJ WDACS	Enrolled	Program Plan	% of Plan	Δ
	ENROLLMENTS	0	12	0%
ATTAINMENT OF CREDENTIAL/CERTIFICATE	0	12	0%	
ENTERED INTO EMPLOYMENT	0	12	0%	

ENROLLMENTS
ATTAINMENT OF CREDENTIAL/CERTIFICATE
ENTERED INTO EMPLOYMENT

To enroll fifteen (12) youth into the Aero-Flex Pre-Apprenticeship Program, graduate the youth and place them into unsubsidized employment in partnership with the Rio Hondo AJCC.
*Pending Contract

YOUTH AT WORK EMPLOYMENT PROGRAM

GRANT TERM: 7/1/2020 TO 6/30/2021

REPORT PERIOD: 7/01/2020 TO 3/31/2021

Youth at Work	Enrolled	Year Plan	% of Plan	Δ
	TOTAL ENROLLMENTS	182	343	53%
CALWORKS	32	125		6
OUSY	94	132		16
FOSTER YOUTH	28	36		2
PROBATION YOUTH	2	12		1
SYSTEM INVOLVED YOUTH (New)	26	38		7

TOTAL ENROLLMENTS
CALWORKS
OUSY
FOSTER YOUTH
PROBATION YOUTH
SYSTEM INVOLVED YOUTH (New)

The Youth At Work Employment Program (also referred to as the Summer Jobs Programs) provides eligible youth ages 14-21 with paid work experience and education support year-round and during school breaks.

HOWMET FOUNDATION

GRANT TERM: 10/01/2020 TO 8/31/2021

REPORT PERIOD: 10/01/20 TO 3/31/2021

Arconic	Enrolled	Program Plan	% of Plan	Δ
	BUSINESS ENGAGEMENT	3	4	75%
ENROLLMENTS	12	20	60%	10
ATTAINMENT OF CREDENTIAL/CERTIFICATE	1	16	6%	1

BUSINESS ENGAGEMENT
ENROLLMENTS
ATTAINMENT OF CREDENTIAL/CERTIFICATE

To assess, enroll and graduate ten (20) individuals in the Aero-Flex and Bio-Flex Pre-Apprenticeship Program and to engage four (4) new businesses to support the Pre-Apprenticeships through work based learning.

INVEST LA COUNTY PROBATION GRANT

GRANT TERM: 7/1/2019 TO 6/30/2020
REPORT PERIOD: 7/1/2020 TO 3/31/2021

(Outcome reporting only from enrolled/trained)

ENROLLMENTS
ENROLLED INTO TRAINING
TRAINING COMPLETION
UNSUBSIDIZED PLACEMENTS
TRAINING RELATED PLACEMENTS
RETENTION SERVICES (2ND QUARTER)
RETENTION SERVICES (4TH QUARTER)

INVEST YEAR 1	Enrolled	Year Plan	% of Plan	Δ
	24	120	20%	
	12	72	17%	
	1	61	2%	0
	9	58	16%	1
	0	10	0%	
	0	57	0%	
	0	54	0%	

GRANT TERM: 7/1/2020 TO 6/30/2021
REPORT PERIOD: 7/1/2020 TO 3/31/2021

INVEST YEAR 2	Enrolled	Year Plan	% of Plan	Δ
	27	120	23%	
	21	72	29%	3
	5	61	8%	3
	14	58	24%	4
	0	10	0%	
	0	57	0%	
	0	54	0%	

Provide work-based learning services to 120 referred Probation Adult participants including BluePrint Workplace for Success training, short-term vocational training, Paid Work Experience, interviews and job referrals, and job placement.

FAMILIES FIRST

GRANT TERM: 7/1/2020 TO 6/30/2021

REPORT PERIOD: 7/01/209 TO 3/31/2021

ORIENTATIONS/WORKSHOPS
INDIVIDUAL MEETINGS
JOB REFERRALS / INTERVIEWS
JOB READINESS / RESUME COMPLETION

PY20-21	Enrolled	Year Plan	% of Plan	Δ
	101	50	202%	
	59	50	118%	3
	368	50	736%	20
	26	50	52%	0

The South Bay WIB, Inc., will provide job development staff support and services to Family First Charter School students at the Century Regional Detention Facility. Job Development services will include job readiness workshops, one-on- one interviewing and counseling, job match and referrals to employment and worksites, progress monitoring and follow-up.

VETERANS EMPLOYMENT RELATED ASSISTANCE PROGRAM (VEAP)

GRANT TERM: 7/01/2019 TO 3/31/2021

REPORT PERIOD: 07/01/2019 TO 3/31/2021

- ENROLLMENTS (100%)
- ENROLLED INTO EDUCATION OR TRAINING (65%)
- ATTAINMENT OF CREDENTIAL/CERTIFICATE (60%)
- EXIT RATE (100%)
- ENTERED EMPLOYMENT RATE (80%)
- EMPLOYMENT RETENTION (70%)
- AVERAGE WAGE AT EMPLOYMENT

	Enrolled	Year	% of	Δ
		Plan	Plan	
VEAP	100	100	100%	11
	66	65	102%	9
	25	60	42%	6
	47	47	100%	9
	38	38	100%	9
	0	70	0%	
	\$ 21.92			

This project will assist eligible veterans with significant barriers to employment (i.e., long-term unemployed, homeless, transitioning) to receive career and training services leading to employment in high growth employment sectors such as Construction Trades.

UNDERSERVED COVID-19 IMPACTED INDIVIDUALS GRANT (UCII)

GRANT TERM: 3/01/2020 TO 6/30/2021

REPORT PERIOD: 04/01/2020 TO 3/31/2021

AWARD: \$40,500

Activity Code Description	No. Assisted	% of Plan
Child/Dependent Care	_____	
Transportation Assistance	_____	
Medical	_____	
Temporary Shelter	_____	
Other	1	
Seminar/Workshop Allowance	_____	
Job Search Allowance	_____	
Tools/Clothing	31	
Housing Assistance	_____	
Utilities	3	
Educational Testing	_____	
Post-Secondary Academic Materials	_____	
Total Expenditures	\$ 23,124	57%

12/2020 Extension requested/approved to 6/30/2021; initial funds received under this grant were received in late April 2020 to provide supportive services to underserved and impacted participants due to COVID-19. Support is intended to help individuals laid-off and or have reduced income due to the pandemic. Participants must be co-enrolled in another supporting program to receive career and training services leading to reemployment.

CALIFORNIA CAREER PATHWAYS GRANTS

GRANT TERM: 09/01/2020 TO 8/31/2021

REPORT PERIOD: 09/01/2019 TO 3/31/2021

	Activities	Qrt.	%	Year	% of	Δ
		Plan	Plan	Plan	Plan	
Centinela Valley Union High School District (CVUHSD)	112	65	174%	86	130%	44
OPPORTUNITIES OFFERED	3	3	100%	4	75%	3
COMPANY TOURS	58	24	242%	32	181%	14
GUEST SPEAKERS	17	38	45%	50	34%	0
INTERNSHIP	115	38	307%	50	230%	0
EVENT VENDORS						

SBWIB will provide work-based learning support to Centinela Valley Union High School District's nine academies and two career pathways. SBWIB will outreach to employers, engage in work based learning activities, which include guest speaking, providing opportunities for job shadowing, company tours, hosting interns, or serving as an advisory board member. Other activates will include participation in activities such as Career Day and Maker Faire.

HOMELESS LA RISE (REGIONAL)

GRANT TERM: 07/01/2020 TO 6/30/2021

REPORT PERIOD: 07/01/2020 TO 3/31/2021

	Activities	Qrt.	%	Year	% of	Δ
		Plan	Plan	Plan	Plan	
Homeless LA Rise Year 2	31	20	159%	26	119%	3
ENROLLMENTS	9	15	60%	20	45%	2
EMPLOYMENT	0			20	0%	
EMPLOYMENT RATE - 2ND QRT AFTER EXIT	0			12	0%	
EMPLOYMENT RATE - 4TH QRT AFTER EXIT						
WAGE AT EMPLOYMENT	\$ 16.12					

Effective 10/01/18, SBWIB will serve 18 and over Homeless Individuals through a Transitional Subsidized Employment Program leading towards Unsubsidized employment in the competitive marketplace that is along an articulated career pathway.

BORAD OF STATE AND COMMUNITY CORRECTIONS (BSCC) Youth Reinvestment Program

GRANT TERM: 10/01/2019 TO 3/31/2022

REPORT PERIOD: 10/01/2019 TO 3/31/2021

	Enrolled	Year	% of	Δ
		Plan	Plan	
YOUTH REINVESTMENT	77	150	51%	23
REFERRALS (100%)	0	75	0%	
RISK ASSESSMENT (100%)	34	0		4
PENDING INTAKE/PARENT APPT. (100%)	43	150	29%	4
ENROLLMENTS (100%)	39	75	52%	7
INTEVENTION WORKSHOPS/WORK READINESS PREPARATION	39	75	52%	7
PAID WORK EXPERIENCE, INTERNSHIP OR OJT	0	150	0%	
FOLLOW-UP SERVICES FOR 12 MONTHS				

This project will provide services to Inglewood, Hawthorne and Lennox youth that are disproportionately affected by violence and will receive evidence-based services for diversion, restorative justice, and employment opportunities through the Inglewood Community and Regional Engagement Violence Intervention and Prevention (I-CARE VIP) collaboration. The project will serve 100 youth ages 14-18 and provide preventive and diversion activities, case management along with paid pre-employment training, paid work experience and job search assistance.

HOME REHABILITATION AND REPAIRS PROGRAM (HRRP)

GRANT TERM: 7/01/2020 TO 6/30/2021

REPORT PERIOD: 07/01/2020 TO 3/31/2021

HOME REPAIR PROJECTS
HOME REPAIR COMPLETIONS
CLEARED HOME REPAIR APPLICATIONS BY CDBG
PENDING HOME REPAIR APPLICATIONS/INTAKE/INQUIRIES

HRRP	Enrolled	Year Plan	% of Plan	Δ
	10	10	100%	0
8	10	80%	1	
10			0	
2			2	

The HRRP program provides residential home repairs to 8-10 eligible low income homeowners residing in the 2nd District and Athens-Westmont area that includes Inglewood and Lennox. Repairs promote and eliminate unhealthy and unsafe living conditions. Funding is sponsored by the Los Angeles Community Development Block Grants.

AMERICORPS YOUTHBUILD

GRANT TERM: 8/15/2019 TO 8/14/2021

REPORT PERIOD: 08/15/2019 TO 3/31/2021

FULL-TIME ENROLLMENTS (TEACHERS AIDES)
QUARTER-TIME ENROLLMENTS (YOUTHBUILD MEMBERS)
NATIONAL SERVICE EVENTS
SCHOLARSHIP ATTAINMENT

AmeriCorps	Enrolled	Year Plan	% of Plan	Δ
	4	4	100%	
18	40	45%		
2	5	40%	0	
3	44	7%	0	

* 1 TA dropped due to medical

** Activities impacted by COVID-19

The AmeriCorps project supports resources to the SBWIB YouthBuild programs by providing teachers aides. YouthBuild members can enroll into the program and earn credits/hours toward scholarships through training and community engagement activities.

TRADE & ECONOMIC TRANSITION NDWG (TET)

GRANT TERM: 10/01/18 TO 9/30/21

REPORT PERIOD: 10/01/2018 TO 3/31/2021

	SBWIB TOTALS	Grant Plan	Δ
I. TOTAL CLIENTS		143	
A. ENROLLED		146	102%
B. NEW		0	0
C. TRAINING		85	1
D. OJT		17	0
E. Pre-Apprenticeship/Apprenticeship		0	
II. TOTAL EXITS		104	3
III. TOTAL UNSUBSIDIZED EMPLOYMENT		86	3
A. RETRAINING		39	0
ALSO ATTAINED CREDENTIAL		39	0
B. CALLED BACK WITH EMPLOYER		0	
IV. % PLACEMENT (INCL. CALL BACKS)		83%	
V. % PLACEMENT (EXCL. CALL BACKS)		83%	
AVERAGE PLACEMENT WAGE		\$ 28.65	

8/2020 - One year grant extension due to COVID-19, 6/2020 - Additional funding (\$100,000) and enrollments (13) awarded due to successful performance. The South Bay TET project has been approved to assist 150 dislocated workers that have been laid off due to economic conditions to receive employment and job training services.

EMERGENCY ADDITIONAL ASSISTANCE GRANT - COVID

GRANT TERM: 4/01/2020 TO 5/31/2021

REPORT PERIOD: 04/01/2020 TO 3/31/2021

	Grant Plan		Δ
I. TOTAL CLIENTS		180	
A. ENROLLED	155	86%	
B. NEW	13		13
C. TRAINING	47		3
D. OJT	25		0
E. Pre-Apprenticeship/Apprenticeship			
II. TOTAL EXITS	57		5
III. TOTAL UNSUBSIDIZED EMPLOYMENT	50		5
A. RETRAINING	6		1
ALSO ATTAINED CREDENTIAL	6		1
B. CALLED BACK WITH EMPLOYER	1		0
IV. % PLACEMENT (INCL. CALL BACKS)	88%		
V. % PLACEMENT (EXCL. CALL BACKS)	88%		
AVERAGE PLACEMENT WAGE	\$ 24.02		

The South Bay Emergency Additional Assistance project has been approved to assist 180 dislocated workers identified from selected employers faced with substantial layoffs or closure, veterans and individuals displaced as a result of the COVID-19 pandemic.

COVID NDWG EMPLOYMENT RECOVERY GRANT

GRANT TERM: 4/10/2020 TO 3/31/2022

REPORT PERIOD: 04/10/2020 TO 3/31/2021

	Grant Plan		Δ
I. TOTAL CLIENTS		177	
A. ENROLLED	84	47%	
B. NEW	5		5
C. TRAINING	31		1
D. OJT	13		1
E. Pre-Apprenticeship/Apprenticeship	0		
II. TOTAL EXITS	26		4
III. TOTAL UNSUBSIDIZED EMPLOYMENT	25		4
A. RETRAINING	6		1
ALSO ATTAINED CREDENTIAL	6		1
B. CALLED BACK WITH EMPLOYER	0		
IV. % PLACEMENT (INCL. CALL BACKS)	96%		
V. % PLACEMENT (EXCL. CALL BACKS)	96%		
AVERAGE PLACEMENT WAGE	\$ 20.12		

The NDWG Employment Recovery grant is a statewide grant to provide employment and training services to 177 displaced workers as a result of the COVID-19 pandemic.

QUARTERLY REPORTING

PRISON TO EMPLOYMENT

REPORT PERIOD: 12/01/2019 TO 3/31/2021

GRANT PERIOD: 12/01/2019 TO 03/31/22

	SBWIB		LA CITY		LA COUNTY		FOOTHILL		PACIFIC GATEWAY		SELACO		VERDUGO		TOTALS		PLANNED	PERCENT OF PLAN
TOTAL PLANNED ENROLLMENTS	35	Δ	282	Δ	269	Δ	28	Δ	35	Δ	28	Δ	28	Δ			705	
I. TOTAL CLIENTS																		
A. Individual Direct Services	51	1	534	55	349	43	17	10	19	0	44	1	9	6	1023	116	400	256%
B. Supportive Services & Earn and Learn	50	0	174	9	85	29	6	3	30	0	36	2	1	0	382	43	305	125%
II. ACTIVITIES																		
SUBSIDIZED EMPLOYMENT	2	1	81	52	50	36	6	1	0	0	9	1	0	0	148	91		
Transfer to Other Agency													0	0	0	0		
TRAINING	17	0	110	3	43	8	6	6	12	0	11	0	5	2	204	19	305	67%
CREDENTIAL OBTAINED	4	1	97	0	35	4	6	6	6	0	11	0	5	2	164	13	233	70%
UNSUBSIDIZED EMPLOYMENT	6	2	107	28	70	14	0		6	0	5	0	0		194	44	422	46%

Prison to Employment is a regional employment and training program to assist formerly incarcerated individuals. On behalf of the LA Basin, SBWIB serves as the fiscal agent and program lead on behalf of the seven Workforce Boards in Los Angeles County.

Teen Center Attendance Report -3rd Quarter

January 1, 2021- January 31, 2021

Inglewood Teen Center	New	Returning	Total
Inglewood	0	63	63
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	0	63	63

March 1, 2021- March 31, 2021

Inglewood Teen Center	New	Returning	Total
Inglewood	14	0	14
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	14	0	14

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	0	14	14
Lawndale	0	0	0
Gardena	0	0	0
Torrance	0	0	0
TOTAL	0	14	14

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	11	1	12
Lawndale	0	0	0
Gardena	0	0	0
Torrance	0	0	0
TOTAL	11	1	12

February 1, 2021 February 28, 2021

Inglewood Teen Center	New	Returning	Total
Inglewood	0	40	40
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
TOTAL	0	40	40

QUARTER TOTAL	Quarter 1	Quarter 2	Quarter 3	Total
Inglewood Teen Center	200	139	117	456
Hawthorne Teen Center	82	222	77	381

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	13	38	51
Lawndale	0	0	0
Gardena	0	0	0
Torrance	0	0	0
TOTAL	13	38	51



PRESS RELEASE

March 18, 2021

South Bay Workforce Investment Board
11539 Hawthorne Blvd., Suite 500
Hawthorne, CA
90250
Contact: 310-970-7700

**Third Class Graduates South Bay Workforce Investment Board
Bio-Flex Pre-Apprenticeship Program**

HAWTHORNE – Twenty-one southland area high school students graduated from the South Bay Workforce Investment Board (SBWIB) Bio-Flex Pre-Apprenticeship (BFPA) Program March 3rd. The BFPA program provides a career pathway into the growing bioscience field and provides an opportunity to experience what it would be like to have a career in the bioscience industry.

Participants at the virtual graduation included parents, teachers, Bio Science industry volunteer mentors, educators and civic leaders. SBWIB Executive Director Jan Vogel was joined by Lawndale Mayor Robert Pullen-Miles in congratulating the students.

Mr. Vogel honored the graduates for taking the initiative to open the door to opportunities that await them in the bioscience industry by completing the Bio-Flex Pre-Apprenticeship. He also thanked the Bioscience industry partners who provided the employer led training experience for the students.

“Despite the distractions and limitations you faced during this past year, you have positioned yourselves for success,” Mayor Pullen-Miles told the graduates. “We expect to hear a lot more exciting success stories about you in the future,” he concluded.

In response to an initial request last Fall from the Centinela Valley Union High School District (CVUHSD) that sought enhanced programming for its BioMed Academy and a special request from former L.A. County Supervisor Mark Ridley Thomas, the SBWIB reached out to other local area districts and high schools in lower income and underserved communities to recruit additional applicants to join in the Bio-Flex pathway program. Science departments were encouraged to promote the opportunity to their students.

As a result, 10 Lawndale High School students from CVUHSD were joined by students from Inglewood City Honors Charter, California Academy of Math and Science at CSU Dominguez Hills, King Drew High School, Long Beach Jordan High School and North Torrance High School to complete the three-track BFPA, which included work readiness training, occupational



skills training and on the job training. An additional student from Da Vinci Communications Academy in the Wiseburn School District was honored for completing the SBWIB's Aero-Flex Pre-Apprenticeship.

Funding for the Bio-Flex Pre-Apprenticeship program was provided by former L.A. County Supervisor Mark Ridley Thomas and the California Workforce Development Board Workforce Accelerator Fund 7.0. Funding for the Aero-Flex program, in part, was provided by a grant from the Howmet/Arconic Aerospace Foundation.

Both the Bio-Flex and Aero-Flex Pre-Apprenticeship programs were developed as employer driven apprenticeship models to meet the workforce development needs common to industry partners, while providing a framework to allow each employer to design or flex their own program. Employers are able to tailor the curriculum to meet their individual training needs around a specific occupation or department. For more information please visit www.sbwib.org/bioflex or www.sbwib.org/aero-flex or call (310) 970-7700.

#



Photo caption: Twenty-one southland area high school students graduated from the South Bay Workforce Investment Board (SBWIB) Bio-Flex Pre-Apprenticeship (BFP) Program March 3rd. The BFP program provides a career pathway into the growing bioscience field.

SOUTH BAY WORKFORCE



INVESTMENT BOARD

Visit our website - www.sbwib.org

Dear partner,

Welcome to the "South Bay Workforce Newsletter," the electronic newsletter of the South Bay Workforce Investment Board (SBWIB). This information-packed eNewsletter will bring you up to date on happenings within our organization, including upcoming virtual events, encouraging stories of success and achievements throughout the South Bay area.

We encourage you to visit our social media outlets for additional resources, which may be found below.

Sincerely,

Jan Vogel
Executive Director
SBWIB

Meet Ron Allen



"Find the nearest office to you, take advantage of all the services, you never know what opportunities may be available. The counselors are available for resume critiques, revisions, and are knowledgeable about the job openings and can even fund training that may be beneficial to continued education to help make you a better candidate for prospective employers."

[Read Ron's story here](#)

Third Class Graduates SBWIB Bio-Flex Pre-Apprenticeship Program



Twenty-one southland area high school students graduated from the SBWIB Bio-Flex Pre-Apprenticeship (BFPA) Program March 3rd.

The BFPA program provides a career pathway into the growing bioscience field and provides an opportunity to experience what it would be like to have a career in the bioscience industry.

Additionally a student was honored for completing the SBWIB's Aero-Flex Pre-Apprenticeship.

Both the Bio-Flex and Aero-Flex Pre-Apprenticeship programs were developed as employer driven apprenticeship models to meet the workforce

development needs common to industry partners, while providing a framework to allow each employer to design or flex their own program.

[Read the full press release here](#)

[Visit the SBWIB Bio-Flex site here](#)



SBWIB Bio-Flex Pre-Apprenticeship Graduation

The SBWIB honored twenty-one SBWIB Bio-Flex and Aero-Flex graduates.



[Watch the virtual celebration here](#)

SBWIB Bio-Flex Testimonials

SBWIB Bio-Flex Graduates' shared their experience and gratitude for the program through these testimonials.

[Listen to them by visiting the site here](#)



Meet Ashley Brown



“I would like to tell anyone who is a little apprehensive about the TSE program, to go for it, to give yourself a chance. Because without it I wouldn't be where I am, I wouldn't have this new amazing job offer. Because of TSE, I am a success story!”

[Read Ashley's story here](#)

Jan Vogel - BizTv Interview



South Bay Workforce Investment Board's Executive Director, Jan Vogel interviews with BizTv to inform listeners of the available no cost services to small and large businesses, entrepreneurs and job seekers.

The SBWIB provides business services and employment preparation assistance to adults and youth through its four Business One-Stop Business and Careers Centers that serve 11 South Bay cities. It also operates Teen Centers in Hawthorne and Inglewood and YouthBuild in Lennox.

www.SouthBayBusiness.org

[View video here](#)

Servicon Cares Donates \$10,000 to South Bay Workforce Investment Board

"We are extremely grateful to Servicon for their generous donation and we are also very pleased that Servicon has come to trust the South Bay Workforce Investment Board as a reliable resource for qualified candidates to meet their hiring needs. We appreciate the support they have provided the organization and look forward to more collaboration in the years to come," said SBWIB Executive Director Jan Vogel.

[Read the press release here](#)



A WORKFORCE
DEVELOPMENT BOARD

servicon[®]

Virtual Learning Ambassadors

The SBWIB strives to assist schools with virtual services through our Virtual Learning Ambassadors (VLA).

VLA's are paid student interns who support elementary/middle/ high school students, teachers and parents who need assistance adapting to a digital presence during COVID-19.

To enroll, please contact a One-Stop near you. Information may be found at the flyer in the link below.

[Download flyer here](#)



VIRTUAL LEARNING AMBASSADORS
16-24 year olds

SUPPORTING STUDENTS, TEACHERS & PARENTS IN ONLINE PLATFORMS

The South Bay Workforce Investment Board strives to assist schools with virtual services through our Virtual Learning Ambassadors (VLA). VLA's are paid student interns who support elementary/middle/high school students, teachers and parents who need assistance adapting to a digital presence during COVID-19.

VIRTUAL LEARNING AMBASSADORS:

- Also paid student interns from the ages of 16-24
- Interns will receive 20 hours of paid training.
- 100 paid work experience hours and
- Earn up to \$1,800

VLA'S WILL BE TRAINED ON:

- Google Classroom
- Canvas
- Schoology
- Edgenuity
- Google Meets
- Acellus Learning Accelerator
- Zoom, etc.

FOR MORE INFORMATION CONTACT:

DAVID RIVERA - Assistant One-Stop Phone: (305) 466-5430 Email: d.rivera@sbwib.org	TERRA CLYTON - Outreach One-Stop Phone: (305) 466-3635 Email: tclayton@sbwib.org	JANIRA DUFF - Assistant One-Stop Phone: (305) 466-1841 Email: jduff@sbwib.org	Scan QR Code to fill out an Interest form at: sbwib.com/sbwt238
ALICIAH HENRY - Coaching One-Stop Phone: (305) 466-3270 Email: a.henry@sbwib.org	DEBORAH - Outreach One-Stop Phone: (305) 466-3635 Email: d.parrish@sbwib.org	JANAYRA HALL - Outreach One-Stop Phone: (305) 466-3635 Email: j.hall@sbwib.org	

The SBWIB The 1 financially assisted program or activity is an equal opportunity employment program. Auxiliary aids and services are available upon request to individuals with disabilities by calling in advance to CRS 1-800-735-3527 or 313-680-2795.

Meet Steven Lopez



“Don’t ever be afraid or ashamed to ask for help. Even if that just means asking someone where to get help. And never give up on you, you ARE worth it.”

[Read Steven's story here](#)

Certified Nurse Assistant Training Program

CNA Training available at no cost for 18 - 24 year old's in the South Bay who are interested in a career in healthcare.

Details:

- 5 week program
- Hybrid class setting
- 100 hours of paid externship

Must be currently unemployed, reside in the South Bay, have the right to work in the U.S. and have a computer and internet access.

For more information and to fill out the interest form, view flyer at the link below.

[Download flyer here](#)



The flyer features a photograph of healthcare professionals in blue scrubs. A blue banner at the top right reads: "Are you 18-24 and want a career in healthcare? GET STARTED WITH A NO COST CNA TRAINING!". Below the photo, the text is organized into sections: "Training Class Information:" with bullet points for program duration, class setting, and externship hours; "Eligibility Requirements:" with a list of cities and other criteria; and "Scan QR Code to fill out an interest form or visit: sbwib.com/44kz75vg". At the bottom, contact information for Diana Alvarez and Brian Nunez is provided, along with logos for SBWIB and South Bay Area Career Center.

Are you 18-24 and want a career in healthcare?
GET STARTED WITH A NO COST CNA TRAINING!

Training Class Information:

- 5 Week Program-170 Hours of Instruction
- Hybrid Class Setting (Virtual & In person)
- 100 hours of Paid Externship

Eligibility Requirements:

- Must reside in the following cities:
 - ↳ Inglewood
 - ↳ Hawthorne
 - ↳ El Segundo
 - ↳ Lawndale
 - ↳ Gardena
 - ↳ Torrance
- Must reside in the following cities:
 - ↳ Hermosa Beach
 - ↳ Lomita
 - ↳ Manhattan Beach
 - ↳ Redondo Beach
 - ↳ Carson
- Currently not working
- Right to work in the US
- Must have computer and internet access

Scan QR Code to fill out an interest form or visit:
sbwib.com/44kz75vg

Questions? Please contact:

Diana Alvarez
Phone: (310) 680-3707
Email: dalvarez@sbwib.org

Brian Nunez
Phone: (310) 680-3818
Email: bnunez@sbwib.org

SOUTH BAY AREA CAREER CENTER
America's Job Corps

This MOQA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities by calling in advance to CDE 1-800-535-0322 or 310-480-3700.

Youth Job Opportunities



Job openings for youth in the South Bay, ages 16 and older. Connect eligible youth to the monthly list below for job opportunities.

[Download the youth job listings here](#)

[Visit SouthBayYouth.org here](http://SouthBayYouth.org)

Thank You to Our Sponsors



The SBWIB presented its 25th Annual Awards Ceremony before a virtual audience of nearly 300 participants, last fall that featured both live and pre-recorded speakers in a one hour presentation.

Proceeds from donations support our youth programs and teen centers. Visit our site to view a recap and services offered from all our sponsors.

[Awards Ceremony site here](#)

Connect with Us!

For the latest information and events taking place in the South Bay Area, be sure to check us out on social media at the following outlets:

LinkedIn: [South Bay Workforce Investment Board, South Bay 1-Stop](#)

Twitter: [@SouthBayWIB](#), [@SouthBayJobsCA](#), [@SBWIBYB](#)

Facebook: [South Bay Workforce Investment Board - SBWIB](#), [South Bay Jobs](#), [Gardena One-Stop](#), [Carson One-Stop](#), [Hawthorne Teen Center](#), [Inglewood Teen Center](#), [SBWIB YouthBuild](#)

Pinterest: [SouthBayWIB](#)

Instagram: [SouthBayWIB](#), [Inglewood Teen Center](#), [Hawthorne Teen Center](#), [SBWIB YouthBuild](#)

YouTube: [South Bay Workforce Investment Board](#)

For more information and resources, be sure to visit

[SBWIB.org](#) | [SouthBay1Stop.org](#) | [SouthBayBusiness.org](#) | [SouthBayYouth.org](#)
[SouthBayJobs.org](#)



Connect with us



RESOLUTION NO. CC-2105-020

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$427,841.07**

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

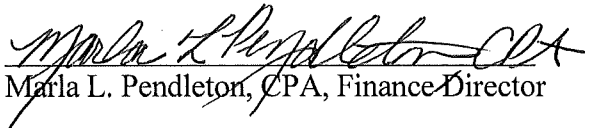
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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 201147 through 201196 for the aggregate total of \$427,841.07 are hereby authorized.

Effective Date: May 17th, 2021

Certified by:


Marla L. Pendleton, CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 17th day of May, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, 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-2105-020 at a regular meeting of said Council held on the 17th day of May, 2021, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Pat Kearney, Mayor Pro Tem					
Rhonda Hofmann Gorman					
Sirley Cuevas					
Bernadette Suarez					

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
4/29/2021		201147	201194	415,112.11
5/6/2021		201195	201196	12,728.96
Total Checks				427,841.07

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 **427,841.07**

Check Register Report

Date: 04/29/2021

Time: 10:09 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							
201147	04/29/2021	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES	14,807.08
201148	04/29/2021	Printed		7773	AMERICA'S BEST ROOFING CO	CDDP REFUND	480.00
201149	04/29/2021	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	2,110.86
201150	04/29/2021	Printed		1056	AT&T GLOBAL SERVICES, INC.	TELEPHONE SYSTEM MAINTENANCE	1,265.67
201151	04/29/2021	Printed		7382	BLUEPRINT SERVICE	PRINTING SERVICES	60.31
201152	04/29/2021	Printed		0142	BOULEVARD FLORIST	SYMPATHY FLOWERS	148.84
201153	04/29/2021	Printed		0163	CAPITAL OF SOUTH BAY INC.	PIN LAMP	43.49
201154	04/29/2021	Printed		0615	CLEANSTREET	STREET SWEEPING CITYWIDE	18,243.50
201155	04/29/2021	Printed		7653	CLEARSOURCE FINANCIAL CONSULTI	CONSULTING SERVICES	15,900.00
201156	04/29/2021	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	ACCIDENT & LIFE INSURANCE APR.	2,516.04
201157	04/29/2021	Printed		0216	DELTA DENTAL	DENTAL INSURANCE PREMIUM APR.	2,094.02
201158	04/29/2021	Printed		0389	DELTA DENTAL INS	DENTAL INSURANCE PREMIUM APR.	150.28
201159	04/29/2021	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING SERVICES	64.00
201160	04/29/2021	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS	592.10
201161	04/29/2021	Printed		7228	GARDENA AUTO BODY PLUS	VEHICLE MAINTENANCE	540.75
201162	04/29/2021	Printed		7775	GBCASAS INVESTMENTS &	PLANNING DEPOSIT REFUND	352.79
201163	04/29/2021	Printed		6530	GENERAL INDUSTRIAL TOOL & SUPP	PPE RESPIRATOR	423.70
201164	04/29/2021	Printed		7760	DAVID GLASS	PRSSC MEETING STIPEND	50.00
201165	04/29/2021	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	320.55
201166	04/29/2021	Printed		7508	INTRADO INTERACTIVE SERVICES	WEBSITE SERVICES	4,800.00
201167	04/29/2021	Printed		7774	AMA MACDONALD	PLANNING DEPOSIT REFUND	422.79
201168	04/29/2021	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM APRIL	91.96
201169	04/29/2021	Printed		7308	JESSICA MARTINEZ	PRSSC MEETING STIPEND	50.00
201170	04/29/2021	Printed		6445	MICHAEL BAKER INTL, INC	CDBG Consulting Services	5,734.00
201171	04/29/2021	Printed		0367	OFFICE DEPOT	CREDIT MEMO	140.44
201172	04/29/2021	Printed		1140	PACIFIC TIRE SERVICE	VEHICLE MAINTENANCE	45.00
201173	04/29/2021	Printed		5068A	QUADIENT FINANCE USA INC	POSTAGE USAGE FOR CITY HALL	500.00
201174	04/29/2021	Printed		3915	QUALITY CODE PUBLISHING LLC	MUNICIPAL CODE PUBLISHING	1,897.65
201175	04/29/2021	Printed		4802	DANIEL REID	PRSSC MEETING STIPEND	50.00
201176	04/29/2021	Printed		5895	RICOH USA INC	COPIER LEASE AND USAGE CHARGES	663.05
201177	04/29/2021	Printed		6499	RJS CONSTRUCTION SUPPLIES	TOOLS	62.15
201178	04/29/2021	Printed		7772	OSMIN & DINA RUANO	CDDP REFUND	1,050.00
201179	04/29/2021	Printed		6896	SEQUEL CONTRACTORS INC	SB1 FY 19/20 ST IMPROVEMENT GR	295,416.75
201180	04/29/2021	Printed		6379	SHI	Lenovo Post Warranty On Site	1,615.62
201181	04/29/2021	Printed		2193-A	SOUTH BAY FORD FLEET & TRUCKS	VEHICLE MAINTENANCE	2,408.14
201182	04/29/2021	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING SERVICES	18,575.00
201183	04/29/2021	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	185.61
201184	04/29/2021	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE	285.64
201185	04/29/2021	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES	6,265.00
201186	04/29/2021	Printed		0458	THE SALVATION ARMY	SR. MEALS PROGRAM	188.00
201187	04/29/2021	Printed		2002	THE STANDARD, UNIT 22	INSURANCE PREMIUMS APRIL	1,557.20
201188	04/29/2021	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FUEL CARD PAYMENT	3,258.18
201189	04/29/2021	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS & FEES	134.76

Check Register Report

Date: 04/29/2021
 Time: 10:09 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							
201190	04/29/2021	Printed		3373	VERIZON WIRELESS	PHONE CHARGES	636.54
201191	04/29/2021	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM APRIL	853.98
201192	04/29/2021	Printed		0480	VISTA PAINT	TRAFFIC PAINT SUPPLIES	481.27
201193	04/29/2021	Printed		7682	VORTEX INDUSTRIES INC	Automatic Sliding Door Install	7,529.40
201194	04/29/2021	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
Total Checks: 48						Checks Total (excluding void checks):	415,112.11
Total Payments: 48						Bank Total (excluding void checks):	415,112.11
Total Payments: 48						Grand Total (excluding void checks):	415,112.11

Check Register Report

Date: 05/05/2021
 Time: 2:55 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							
201195	05/06/2021	Printed		0613	BERICOM IT & DESIGN	INFORMATION AND TECH SERVICES	11,902.00
201196	05/06/2021	Printed		4142	TIME WARNER CABLE	INTERNET SERVICES	826.96
Total Checks: 2						Checks Total (excluding void checks):	12,728.96
Total Payments: 2						Bank Total (excluding void checks):	12,728.96
Total Payments: 2						Grand Total (excluding void checks):	12,728.96

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
May 3, 2021**

A. CALL TO ORDER AND ROLL CALL

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

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Pat Kearney, Councilmember Bernadette Suarez, Councilmember Rhonda Hofmann Gorman, Councilmember Sirley Cuevas

Other Participants: City Clerk Erica Harbison, City Manager Kevin M. Chun, City Attorney Gregory M. Murphy, Special Counsel/Labor Attorney Katy Suttorp, Los Angeles County Sheriff's Department Lieutenant Lio, 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, Public Works Director Julian Lee

B. CEREMONIALS

Councilmember Sirley Cuevas led the flag salute.

C. PRESENTATION

1. Retirement – Ronald “Ron” Reynolds, Maintenance Worker I

Mayor Pullen-Miles presented the Certificate in Recognition of 22 Years of Dedicated Service and Commitment to the City of Lawndale.

D. PUBLIC SAFETY REPORT

Lieutenant Lio summarized the recent law enforcement activities.

E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

No oral communications received.

F. COMMENTS FROM COUNCIL

No comments received.

G. CONSENT CALENDAR

2. Motion to read by title only and waive further reading of all ordinances listed on the Agenda

Recommendation: that the City Council approve.

3. **Amendment to Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code Pertaining to Illegal Fireworks Violations (2nd Reading and Adoption)**
Recommendation: that the City Council approve the second reading and adopt Ordinance No. 1180-21, amending Section 8.12.120 of Chapter 8.12 of the Lawndale Municipal Code pertaining to illegal fireworks violations.
4. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2105-019, authorizing the payment of certain claims and demands in the amount of \$663,915.33.
5. **Minutes of the Lawndale City Council Regular Meeting – April 19, 2021**
Recommendation: that the City Council approve.
6. **Minutes of the Lawndale City Council Special Meeting – April 26, 2021**
Recommendation: that the City Council approve

A motion by Mayor Pro Tem Kearney to approve the consent calendar was seconded by Councilmember Cuevas and carried by a vote of 5-0, following City Attorney Murphy's reading of the title of Ordinance No. 1180-21.

H. ADMINISTRATION

7. **Budget Update for the Quarter Ended March 31, 2021**
Recommendation: that the City Council receive and file the Budget Update for the Quarter Ended March 31, 2021 and approve all recommended budget adjustments.

Finance Director Marla Pendleton reported on the Budget Update for the Quarter Ended March 31, 2021.

A motion by Councilmember Cuevas to receive and file the Budget Update for the Quarter Ended March 31, 2021 and approve all recommended budget adjustments, was seconded by Councilmember Suarez and carried by a vote of 5-0.

8. **Memorial Day and Health, Safety and Pet Fair Program Alternatives**
Recommendation: that the City Council (a) receive and file this report, (b) approve the airing of virtual event for the annual Memorial Day Ceremony to take place on Monday, May 31, 2021 at 9:00 a.m.; and (c) approve the small scale by appointment only vaccination clinic, and the re-recorded public service announcements regarding animal safety, dog licensing and general information on animal care in lieu of the regular Health, Safety and Pet Fair.

Community Services Director Mike Estes reported on the Memorial Day and Health, Safety and Pet Fair Program Alternatives.

A motion by Mayor Pro Tem Kearney to receive and file this report, approve the airing of virtual event for the annual Memorial Day Ceremony to take place on Monday, May 31, 2021 at 9:00 a.m. and approve the small scale by appointment only vaccination clinic, and

the re-recorded public service announcements regarding animal safety, dog licensing and general information on animal care in lieu of the regular Health, Safety and Pet Fair, was seconded by Councilmember Cuevas and carried by a vote of 5-0.

I. CITY MANAGER'S REPORT

City Manager Kevin Chun announced the continuation of the COVID-19 vaccination clinic with Providence Little Company of Mary will be provided the second dose on Friday, May 14, 2021. City Manager Chun added the County of Los Angeles agreed to also provide a mobile vaccination clinic, with 250 vaccinations available, on dates May 21st and June 14th, for first and second doses. City Manager Chun went on to announce appointments are scheduled via myturn.ca.gov application.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Suarez attended the South Bay Cities Council of Governments Board of Directors meeting and General Plan & Hawthorne Boulevard Specific Plan Workshop.

Councilmember Cuevas attended General Plan & Hawthorne Boulevard Specific Plan Workshop. Councilmember Cuevas requested a discussion item on the crossing guards to be placed on the next meeting agenda now that school resumed.

Councilmember Hofmann Gorman attended a meeting with Metro and noted a representative from L.A. County Second District Supervisor Holly Mitchell's Office, on April 20th. Councilmember Hofmann Gorman went on to report on her attendance of the California Contract Cities Association meeting.

Mayor Pro Tem Kearney attended the California Contract Cities Association meeting.

Mayor Pullen-Miles attended the Sanitation District of Los Angeles County meeting and attended the General Plan & Hawthorne Boulevard Specific Plan Workshop. Mr. Pullen-Miles added he attended the meeting with Metro.

City Manager Kevin Chun requested clarification on the recommend crossing guards item by Councilmember Cuevas, if it was Councils desire to add it to the next meeting.

A lengthy dialogue ensued between the Council and staff regarding the request for a crossing guards and on subcommittees.

The City Council reached a unanimous consensus to place item on crossing guards for discussion on the May 17th council meeting.

K. CLOSED SESSION

Special Counsel/Labor Attorney Katy Suttorp announced the facts and circumstances to enter into closed session, know to the potential plaintiffs as: 1) an email complaint received from Sean Moore on April 20, 2021; and 2) a written complaint received from Marla Pendleton on April 20, 2021.

At 7:08 p.m. the City Council entered into closed session.

10. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2), because there is a significant exposure to litigation in two (2) cases.

At 8:06 p.m. the City Council entered back into open session.

Special Counsel/Labor Attorney Katy Suttorp reported that the City Council met in Closed Session to discuss the two cases under the one item listed on the Closed Session agenda. The City Council was updated on the item and there was no reportable action taken.

L. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:07 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 05/17/2021



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

DATE: May 17, 2021
TO: Honorable Mayor and City Council
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*
SUBJECT: Presentation from the Public Works Department - Core Value & Vision

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





CITY OF LAWDALE

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

DATE: May 17, 2021

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager 

PREPARED BY: Sean M. Moore, AICP, Director of Community Development 
Adrian Gutierrez, Administrative Assistant II

SUBJECT: **Agreement for CDBG Administration Assistance and Implementation and Labor Compliance FY 2021-22**

BACKGROUND

Community Development Block Grants (“CDBG”) funds in the amount of \$326,861 will be proposed in the City’s FY 2021-22 Budget. CDBG funds are federal monies that the City receives as a participant in the Los Angeles County Urban County CDBG program through the Los Angeles County Development Authority (“LACDA”) allocation. The City receives CDBG funds because 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.

The City is currently utilizing the services of Michael Baker International, Inc. (“MBI”) to implement and assist with the administration of its CDBG program and labor compliance. The current contract was executed on July 1, 2018, and has been extended twice already, with the current term ending on June 30, 2021.

One February 18, 2021, the Community Development Department opened a Request for Proposal (“RFP”) for CDBG Administration Assistance, Implementation, and Labor Compliance and set the submission deadline to March 18, 2021, for interested parties to apply. The RFP was used as a tool to ensure an open and competitive process for selecting qualified firms for the requested services. A total of three consulting firms submitted proposals by the RFP deadline.

STAFF REVIEW

On April 5, 2021, the Community Development Department held interviews to determine which firm was the most experienced and knowledgeable for the services requested. Each firm was given a rank based on their individual interview score (out of 150 possible points, each) and the estimated costs for their services. The selected firm will be awarded a one-year contract for their services, with the option for a maximum of two (2) one-year contract extensions.

Below is a listing of all the firms that were interviewed and their ranking based on their interview scores, and the estimated costs for their services:

Ranking	Firm	Score	Estimated Costs for Services
1.	Michael Baker International	146 out of 150	\$43,690.00
2.	Willdan	135.5 out of 150	\$46,392.00
3.	CSG Consultants	117 out of 150	\$322,690.00

The Planning Department has determined that Michael Baker is the best candidate for the proposal based on their overall score, their estimated service costs, and previous experience working with the City.

LEGAL REVIEW

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

FISCAL IMPACT

Sufficient funding will be proposed in the FY 2021-22 budget for these CDBG Administrative Professional Services, to be considered by the City Council at an upcoming meeting. Such funding of \$43,690, plus an additional roll over of unused CDBG funding from previously approved roadway and senior activities of \$10,380, totaling \$56,690 for this agreement, is provided for in accounts #530.100 and #530.200.

Funding for the optional second and third years will be included in the draft budgets for Fiscal Years 2022-23 and 2023-24 as those documents are prepared.

RECOMMENDATION

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

Attachments: CDBG Administration Assistance and Labor Compliance Services Agreement
Submitted Proposal from Michael Baker International, Inc.
Submitted Proposal from Willdan
Submitted Proposal from CSG Consultants

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
CDBG ADMINISTRATION ASSISTANCE AND IMPLEMENTATION
AND LABOR COMPLIANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of July, 2021, by and between the City of Lawndale, 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 accordance with that professional standard of care ordinarily observed by like professional firms performing similar services under similar circumstances ("Standard of Care").

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 applicable 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 fifty-six thousand six hundred ninety dollars (\$56,690.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for

the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on July 1, 2021, and continue in full force and effect until completion of the services no later than June 30, 2024.

4.0 COORDINATION OF WORK

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

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant 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 shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of Professional Liability insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. 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 shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, 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 as provided in subsection (a) 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) to the extent caused by any negligent act, error or omission in 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.

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and 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, 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.

9.6 Waiver of Consequential Damages. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever suffered by the party, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

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:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
MICHAEL BAKER INTERNATIONAL, INC.
a Pennsylvania corporation, authorized to do business in
California

By: _____
Name: Michael Tylman
Title: Assistant Secretary

By: _____

Name: William Hoose

Title: Associate Vice President

Address: Michael Baker International, Inc.
3760 Kilroy Airport Way, Suite 270
Long Beach, CA 90260

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 accomplishments 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 Los Angeles County 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 Los Angeles County Development Authority ("LACDA") (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and the Los Angeles County 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, LACDA, 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 Form 4010) 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 Records 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 LACDA 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 the City's Director of Community Development. 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.”

Section 5.1(d) is replaced to read in its entirety as follows:

“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 with respect to loss arising from the negligent actions of Consultant performing professional services hereunder on behalf of the City.”

The fourth sentence in the paragraph after Section 5.1(d) is replaced to read in its entirety as follows:

“All of said policies of insurance shall also provide that said insurance may not be cancelled without providing ten (10) days prior written notice by regular mail to the City.”

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 Los Angeles County requirements including, but not limited to, the following:

Source of Funds

The City participate in the Community Development Block Grant (“CDG”) program and receives annual funding from the U.S. Department of Housing and Urban Development (“HUD”) through the Los Angeles Los Angeles County Development Authority (“LACDA”) 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 others 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 non-compliance; 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 of 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 Act 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 Act of 1968, as amended in 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 C.F.R. 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 C.F.R. 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 subcontractors, and 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, and 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 the 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 fully disclosed prior to the execution of this contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflicts of interest including but no limited to 24 C.F.R 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 C.F.R., 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 C.F.R., 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.
- LOS ANGELES COUNTY REQUIREMENT
 - The Consultant certifies that it is understood that each person/entity/firm who applies for a Los Angeles County 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 Los Angeles County 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

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The City will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City that are approved in advance in writing by the City such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses. To receive reimbursements, the Consultant must provide the City with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

Rates of Compensation

<u>Staff Person:</u>	<u>Hourly Rate:</u>
Project Director	\$250.00
Project Manager	\$140.00
Grant Specialist	\$140.00
Labor Compliance Manager	\$165.00
Labor Standards Compliance Officer	\$110.00

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. No-to-exceed pricing for elements of the Scope of Services as follows:

- Items 1-18 of the CDBG Administration Scope of Services: \$34,690
 - Labor Compliance Scope of Services: \$22,000
- \$56,690

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

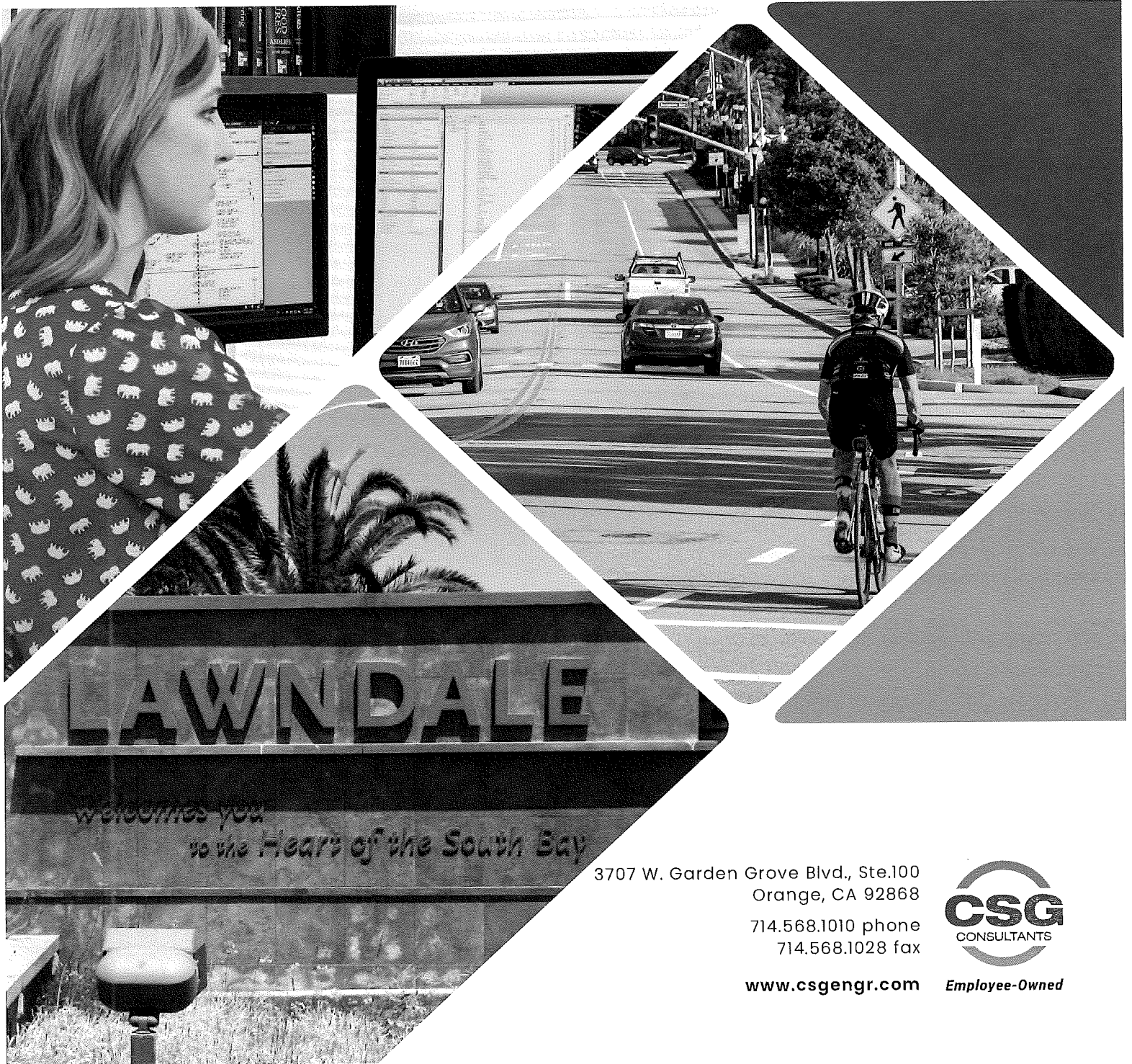
Consultant shall provide the requested services detailed in Exhibit "A" of the Agreement through the term on an as-needed basis as directed by City staff. The City, in its sole discretion, may elect to extend this Agreement on the same terms set forth herein for as many as two (2) one-year extensions. 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 City and Consultant must enter into a written amendment to this Agreement.

PROPOSAL TO THE

City of Lawndale

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IMPLEMENTATION
AND ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES

March 18, 2021



3707 W. Garden Grove Blvd., Ste.100
Orange, CA 92868
714.568.1010 phone
714.568.1028 fax

www.csgegr.com



Employee-Owned

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Cover Letter

March 18, 2021

Sean M. Moore, AICP,
Director of Community Development
City of Lawndale
14717 Burin Avenue,
Lawndale, CA 90260

Re: Request for Proposal (RFP) for Community Development Block Grant Program Implementation and Admin Assistance and Labor Compliance Services

Mr. Moore,

Thank you for the opportunity for CSG Consultants (CSG) to provide its proposal to the City of Lawndale (City) for Community Development Block Grant (CDBG) consulting services.

Since 1991, CSG has worked solely for public agencies, providing a range of municipal services. CSG brings to the City, our specialized expertise, proximity to and familiarity with the City, and a knowledgeable, highly experienced team. Our Planning and Environmental Division staff have, and continue to, serve our clients on a number of federally and State funded projects for US HUD (CDBG) and SB2. The group of staff that CSG will be allocating to the City of Lawndale's tasks have a combination of 15+ years administering and managing CDBG funded projects across California and other states.

Our Project Administrator with CSG's efforts will be Anna Choudhuri, who has successfully secured grant funding and managed projects under US EPA, US HUD, and USDA grant programs for development, renovation, street and utility projects across numerous jurisdictions. She will be assisted, as needed, by CSG's other experienced environmental staff.

Ethan Edwards will serve as the main point of contact for the City of Lawndale. Mr. Edwards brings over 20 years expertise in current and long-range planning, CDBG and housing, project review, research, analysis, CEQA/NEPA compliance, project and staff management. Please feel free to contact Mr. Edwards if you have further questions regarding CSG.

Ethan Edwards, AICP
Director of Planning Services
(714) 568-1010 Office | (714) 699-4297 Mobile | (714) 568-1028 Fax
ethane@csgengr.com

We look forward to an opportunity to assisting the City with our CDBG grant administration services.

Sincerely,



Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.



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Technical

SECTION 1

EXECUTIVE SUMMARY

CSG Consultants Inc., is submitting this response to the City of Lawndale's (City) Request for Proposals for assistance with its Community Development Block Grant (CDBG) Program Implementation and Administration Assistance and Labor compliance Services. ***We are an employee-owned firm that has worked solely for public agencies since 1991, for numerous cities and counties across California (incorporated June 15, 2000; FID: 91-2053749).***

Services to the City will be provided by our Planning and Environmental Department, located in our southern California regional office in Orange (3707 W Garden Grove Blvd, Suite 100, Orange CA 92868). Our overall team will be led by Mr. Ethan Edwards, Director of Planning Services, and Ms. Anna Choudhuri, our CDBG Project Administrator.

We understand that the City is seeking an experienced professional firm for its CDBG Program implementation and management, for Fiscal Year 2021-2022, with two, potential one-year extensions. CSG's project team is confident that we can provide all necessary CDBG related services to the City. Our team consists of planning and environmental professionals with a combined experience of over 15 years administering and managing State and federally funded projects across California, Arizona, Louisiana, and Washington state. Such project has included housing, water, sewer, wastewater, roadway and street improvements projects, funded under US HUD CDBG, NSP and HOME funds, among others. The CSG grant management team understand the intricacies and level of details that are typically required under federal funds, and have assisted in the past, or are currently assisting, client jurisdictions manage the grants and associated projects. We will provide the City of Lawndale with the same level of commitment and detail to its CDBG grant program. Serving as extension of City staff, we will serve as the liaison between USHUD, HCD, other local LA governmental agencies, residents/sub-recipients, and sub-contractors. While we are including an overall scope of work and approach, CSG is committed to developing one that best assists the City meet its FY 2021-2022 US HUD funded Program requirements.

APPROACH TO WORK

CSG is committed to providing the City of Lawndale (City) with the services necessary to address the City's Community Development Block Grant (CDBG) program. CSG's project team includes staff that have extensive knowledge of federal grant programs, particularly CDBG grants under the US Department of Housing and Development (US HUD). Our Planning Services Director and Program Manager, have been involved with US HUD projects across several States and have administered CDBG funded housing and infrastructure projects, is familiar with the environmental review processes, as well as US HUD reporting requirements.

We recognize that the City may have its usual process and tasks for its administration of CDBG projects and will utilize any established City processes or will assist the City develop a process for this particular CDBG funded program. CSG's unique business model is to provide staffing assistance, either on an as-needed basis or as extension of our client jurisdiction. This is consistent across all of our service areas, from Structural and Civil Engineering to Planning and Environmental, grant administration, construction management, fire safety and inspections, construction management, and plan reviews. Depending on

current COVID-19 circumstances, CSG junior staff would be assigned either physically be present at City Hall facilities, or work remotely, as required.

While the overall CDBG project administration, management and reporting will adhere to the US HUD's requirements, CSG is proposing the following overall task areas in order to set up the grant management system for the City of Lawndale:

Task 2 – CDBG Grant Administration

2.1 Project Management

Serving as an extension of City of Lawndale staff for CDBG efforts, our Program Manager will also be available to assist in the preparation of sub-consultant/sub-recipient contracts, assist the City in preparing Program Guidelines, institute a program monitoring process, maintain the necessary CDBG and labor standard reports and files, and administer all grant related activities undertaken both by the City and by all grant sub-recipients. CSG staff will serve as an extension of City staff and assist with all coordination efforts and meetings with local HUD, HCD, LA County CDC. The preparation of plans and guidelines related to the CDBG program will determine the specific schedules for each project. In order to develop the schedule, outline the actual plan or guideline, the CSG Program Manager will meet with City staff and finalize the specific process, timelines, review periods, final approvals, and any other work tasks specific to each project.

2.2 Program Management

While specific CDBG activities will depend on each program that the City might undertake under this grant funding, at a minimum US HUD funding requires strict adherence to its Program requirements. This may include but is not limited to regular meetings or updates to local HCD staff, preparing program contracts and agreements, documenting and providing particular project status updates, maintaining and providing performance reports, preparing and submitting quarterly and semi-annual project update reports, as well as closeout activities and reports. CSG staff will assist City staff with all such actions and as program specific actions such as coordination with grant sub-recipients, sub-contractors, Community Development Commission (CDC), as necessary.

2.3 Finance

Federally funded projects typically require strict maintenance of all financial records of grant funded activities. At a minimum, CSG will assist the City in developing and maintaining such records, preparing cost summaries and related reimbursement requests, maintaining financial records, and other financial records. Depending on the financial reporting needs under CDBG Labor Compliance, our staff can also assist the City with setting up and monitoring budget activities, on an annual basis for the life of the grant.

2.4 Labor Compliance

Our staff have assisted other jurisdictions with CDBG Labor Compliance for housing improvement and renovation, construction, water/sewer, roadway improvements projects. We will ensure that the City adheres to all compliance requirements including but not limited to, determining and administering activities related to Labor Standard Provisions, preparing and submitting on labor standard compliance and reports such as Davis-Bacon activities, field interviews and violations, facilitate in setting up associated activities related to the Davis-Bacon Act (*since Davis Bacon activities and documentation for workers are protected under federal law and may not be shared with their direct construction manager/employer, should CSG staff identify any labor discrepancies and violations, there will then already be a process in place to address labor law requirements*) maintenance/updates to all forms and

reports, wage rate decisions, reporting, and maintenance of payroll documents, setting up, maintaining and monitoring labor standards.

Task 3 - File Management

CSG staff is aware of the importance of detailed and updated file maintenance for all federally funded projects. US HUD typically requires a minimum three to four-year record of project files for each funding cycle. We will assist the City set up and maintain both, hard copy as well as electronic version of project related files, including but not limited to grant applications, Labor Standards Administration, Davis Bacon compliance interview documents, wage rate tables, contractor timesheets.

Task 4 - Meetings

CSG senior staff consisting of the Project Director and Project Administrator, will attend the project kickoff to ensure that CSG is aware and responsive to any particular City processes, specific requirements and requests, and all other items relative to this particular CDBG funded project.

US HUD funded Community Development Block Grant (CDBG) requirements typically involve detailed and continuous maintenance of project record keeping and reporting. CSG therefore is proposing a quarterly status update call with City staff to discuss project issues, prepare all status reports required under US HUD CDBG rules, review bi-annual and annual report items that would need to be submitted, status of progress monitoring and all Labor Compliance activities, including, but not limited to Davis Bacon Act site visits, site worker (ex. construction workers, truck drivers) interviews, monitoring, records and updates. We will also assist the City in developing project timelines so that key dates are accomplished, reviews and monitoring activities are completed with timelines, and reporting submittals and deadlines are met.

All project update meetings and coordination with the City, HCD, HUD and other agencies will be managed by the Project Administrator. These may include, but are not limited to: Planning Commission, City Council meetings, community meetings, and even individualized meetings depending on the project. *For example, our staff had undertaken a local county funded CDBG sewer upgrade project in a very low-income neighborhood with various sources of income activities. Due to this, the neighborhood has resisted all prior efforts to upgrade the failing sewer systems and had always met staff and contractors with hostility and weapons. We therefore set up several project open houses, at a local church, during the hours after school and prior to dinner, to discuss the project and its advantages to the neighborhood in terms of health and safety, with county staff (CSG employees) and their local City Council member. For the more elderly households who could not make any of the meetings, our project staff walked the neighborhood with the Council member and went through the process. During project implementation, the Project Director and staff were constantly visible at every street intersection and available to respond to any further resident question or comment. Though all these activities increased the overall CDBG timeline, the neighbors were more understanding, less hostile and the project was finally completed with new sewer connections and pipelines.*

WORK TIMELINE

TASK DESCRIPTIONS	2021								2022			
	QUARTER 1		QUARTER 2		QUARTER 3		QUARTER 4		Jan	Feb	Mar	
	Apr	May	June	July	Aug	Sept	Oct	Nov				Deec
<i>Task 1 – Program Start</i>												
<i>1.1 Kick-Off Meeting</i>												
<i>Task 2 - CDBG Grant Administration</i>												
<i>2.1: Project Management</i>												
<i>2.2 Program Management</i>												
<i>2.3: Project Finances</i>												
<i>2.4 Labor Compliance</i>												
<i>Task 3 - File Management</i>												
<i>Task 4 - Meetings</i>												

Management and Staffing

CSG Consultants work exclusively for local jurisdictions. Thus we are able to eliminate any conflicts of interest by focusing on the exclusive needs of our public sector clients. Our municipal service areas include:

- Planning and Environmental (including Sustainability)
- Plan review for planning, building and fire departments
- Structural engineering
- Civil engineering
- Building officials
- Fire inspections
- Construction management
- SWPP inspections
- Grading inspection
- Information Technology and GIS

CSG staff are able to integrate into a jurisdiction’s Planning, Community Development or Engineering and Public Works departments, as and when needed, for specific projects. Our staff often serve as an extension of a jurisdiction’s staff serving functions such as, but not limited to: working on reports, interacting with the public and applicants, and presenting at public and Council/Commission meetings. CSG Consultants’ Planning Department has numerous staff with the Planning, Environmental and federal/State Grant management skills to assist the City, we will ensure that we allocate the most experienced senior level staff for the administration and completion of the City of Lawndale’s CDBG requirements.

We will continue to follow this CSG business model and provide the City of Lawndale with a dedicated Project Administrator and environmental and technical teams. Our project management model focuses on constant communication with our client(s), whether physically at a particular City/County office, or via phone calls and emails. However, we understand that during this unprecedented time over the global COVID-19 pandemic, constant in person meetings may or may not be feasible. At the City’s discretion we are able to set up Zoom, Skype or Microsoft TEAMS meetings in order to maintain our commitment to open and constant communication with our clients.

Our primary staff, consisting of Ethan Edwards, Anna Choudhuri, and Leila Carver all have extensive experience managing and administering grant funded projects related to USHUD (CDBG), USDA, USEPA, SB2, among other federally and State of California funded projects. Mr Edwards has managed and administered CDBG funded projects across California and Oregon. As the Planning Director for CSG, Mr. Edwards will provide all contracting related tasks with the City of Lawndale, final reviews (as necessary), attendance at any City related meetings as requested, as well as overall project oversight.

Anna Choudhuri will serve as CSG’s Project Administrator for the City of Lawndale’s CDBG funded tasks. Ms Choudhuri has successfully been awarded and managed federally and state funded projects across California, Louisiana and Arizona. Her CDBG funded project experience has included, but has not been limited to: housing improvement and rehabilitation (for example: replacing all air conditioning units for a low income AZ subdivision); infrastructure (such as, water line, waste water connections and sewer improvement projects); minor transportation improvements (such as roadway surfacing, striping, bus shelters). As a staff

planner in Louisiana post Hurricane Katrina, Ms Choudhuri was also involved with all federally funded recovery activities, grant oversight and maintenance.

Leila Carver will be the assigned Senior Planner for the City of Lawndale's projects funded by the City's CDBG program. With her extensive background at the California Department of Transportation as well as the California SB2 Planning grants, Ms Carver will provide overall support for all grant related activities.

CSG's Associate and Assistant planners (Nancy Mith and Krystal Sanchez) are currently involved with our clients' SB2 grant activities. They will be providing grant planning services as well as counter level services that may be required by the City of Lawndale. Since CSG works exclusively for cities and counties across California, our junior level staff often serve as staff planners for CSG client jurisdictions. Given the current COVID-19 health risk issues, our counter level staff have been providing planning services based on our client needs and we will adjust according to the City's requirements as well.

Ethan Edwards AICP



Director of Planning Services

EDUCATION

Bachelor of Science, Urban and
Regional Planning

California State Polytechnic University
| Pomona, CA

PROFESSIONAL AFFILIATIONS

American Planning Association |
Orange County Chapter
Los Angeles Chapter

American Institute of Certified
Planners

International City/County
Management Association

California Association of Environmental
Professionals

Mr. Edwards serves as the Director of Planning Services for CSG Consultants. To this role, he brings expertise in current and advanced planning, design review, coastal development review, CEQA compliance, CDBG/NEPA projects in local jurisdictions, project and planning staff management – from over 20 years of increasingly complex land use planning and management experience in Orange and Los Angeles Counties, northern California and multiple jurisdictions within the State of Oregon. He recently served as the Acting Community Development Director and before that the Acting Planning Manager at the City of Carson and Principal Planner at the City of El Segundo.

RELEVANT EXPERIENCE

Acting Community Development Director/Planning Manager | City of Carson, CA

Mr. Edwards recently served as the Acting Planning Manager and Community Development Director for the City of Carson where his duties included oversight of the Planning Department (which includes CSG staff), project management, scheduling, budgeting, agenda review and participation in public hearings. He also managed the City's comprehensive General Plan Update.

Principal Planner | City of El Segundo, CA

As a contract Principal Planner, Mr. Edwards manages complex discretionary and administrative permits including Development Agreement negotiation, environmental impact report management; prepares agendas, reviews and prepares reports; conducts presentations to elected officials, commissions, and citizen groups.

Associate Planner | City of Huntington Beach, CA

While working with the City of Huntington Beach, Mr. Edwards managed discretionary and administrative permits; mentored staff; prepared agendas, reviewed and prepared reports, and interpreted zoning regulations as the Zoning Administrator Liaison; oversaw environmental consultants; and provided City management solutions for permit processing streamlining and customer service strategies.

Planning Manager | Baysinger Partners Architecture, Portland, OR

Mr. Edwards' duties as Planning Manager included: supervising the planning and entitlement division; managing staff priorities and department budget; preparing and processing applications for public and private development projects; and providing consultant coordination and project management.

Associate Planner | City of Beaverton, OR

As Associate Planner for the City of Beaverton, Mr. Edwards provided project management for current planning projects; assisted in design review code revisions; led code update workshops for elected officials, commissions, and citizen groups; and was staff liaison for an inter-jurisdictional commuter rail project.

Associate Planner | City of Santa Monica, CA

Mr. Edwards processed entitlement applications in preparation for zoning administrator, planning commission, and design review board consideration.

Associate Planner | Civic Solutions, San Juan Capistrano, CA

Mr. Edwards provided contract planning services for the City of Rancho Santa Margarita and City of Santa Monica.

Community Planner | RBF Consulting (now Michael Baker Int.), Irvine, CA

Mr. Edwards prepared development code updates and design guidelines, assisted with urban design community outreach and revitalization implementation plans, and provided contract planning services including the General Plan Update for the City of San Gabriel.



Anna Choudhuri

Senior Environmental Planner

EDUCATION

- Masters, Urban and Regional Planning
University of New Orleans
| New Orleans, LA
- Masters, Financial Economics
University of New Orleans
| New Orleans, LA
- Bachelor of Arts, English
Saint Xavier's College
| Calcutta, India

PROFESSIONAL AFFILIATIONS

- Association of Environmental Professionals
Chapter Board APA / AEP Liaison
- American Planning Association (CA Chapter)

APPOINTMENTS

- Louisiana Brownfields Association
| Board of Directors
- City of Davis Planning Commission
| Member & Chair
- City of Davis Innovation Park Task Force
- State of Louisiana Post Katrina Task Force

AWARDS

- Outstanding Graduate Student Paper
| Southwest Finance Association

PUBLICATIONS &

PRESENTATIONS

- CEQA Basics for The Planning Commissioner - CA League of Cities Conference, Pasadena, CA
- The Role of the Planning Commissioner - CA League of Cities Conference, San Jose, CA
- How to Read an EIR over the Weekend - CA League of Cities Conference, Pasadena, CA
- Through Their Eyes: Survey Results of Lower Income Residents in the Louisiana Industrial Corridor (with Dr. Raymond Burby and Jennifer Fallon), College of Urban and Public Affairs, University of New Orleans
- Environmental Resource Directory (with Jennifer Fallon, Hunter Harvath, Danielle Joseph, Marie Bottino), College of Urban and Public Affairs, University of New Orleans

Ms. Choudhuri's experience is in project management, grant administration, land development, project analysis, document preparation as well as senior quality assurance & quality control reviews for over 150 different projects in California, New Mexico, Arizona, Washington, and Louisiana, in compliance with local (California Environmental Quality Act), state and Federal (National Environmental Policy Act) laws and regulations. She has been responsible managing US HUD funded grant programs across California, Arizona and Louisiana, for developing and maintaining regional Brownfields assessment and lending programs, for regional air quality/clean fuels initiatives, for USDA funded housing improvements programs and projects, as well as post Hurricane Katrina and other natural disaster recovery outreach and lending programs.

CEQA/NEPA Services Group Lead & Senior Environmental Planner | California

Ms. Choudhuri currently serves as a CEQA/NEPA Group Lead for CSG. She provides oversight and review of all environmental documents, grant administration and monitoring (such as CDBG and SB2), assists client jurisdictions in the management and oversight of environmental and grant funded projects, as well as coordination with other local, State and federal agencies. Ms Choudhuri is responsible for business development that forms new client relationships and expanded relationships with teaming partners at other planning consulting firms, architects, engineers, builders, developers, and attorneys.

Senior Environmental Project & Operations Manager | California

Ms. Choudhuri prepared and reviewed legally defensible CEQA and NEPA environmental documents for a variety of project types, as well as for the CA High Speed Rail project. She provided CEQA and NEPA training, prepared and reviewed environmental documents and ensured that all Quality Assurance/Quality Control procedures had been followed for all environmental documents throughout the various departments in the company. Ms Choudhuri has managed federal CDBG (US HUD, HOME, NSP) funded projects for several jurisdictions and a variety of project types such as housing and infrastructure. She managed daily operations of projects and staff, maintained project deliverables within budget and schedule, managed and approved contracts and invoices, and conducted noticing and permitting activities. Ms. Choudhuri Served as the Environmental Coordinator for the City of Elk Grove, CA.

LOUISIANA

Regional Environmental &, Brownfields Manager, & Air Quality Coordinator | Louisiana

Ms. Choudhuri managed She managed grant funded projects with the USEPA, USDA, US HUD, US EDA and DRA, specifically the COG's Community Development Block Grant (CDBG) and CDBG Disaster Recovery Unit (CDBG-DRU) funded infrastructure project, drafted Environmental Review Records for CDBG, and maintained compliance with Davis Bacon and Related Acts for CDBG funded projects. She developed and managed the Agency's grant for USDA's Stronger Economies Together pilot program, USEPA funded Brownfields Assessment Grants and Brownfields Revolving Grant and Loan Programs, and developed the Bayou River Region Air Quality Coalition and associated Ozone Advance Plan. Ms. Choudhuri served as the Project Manager for the Restore Louisiana Small Business Program for community redevelopment following various flooding events in southeast Louisiana.



Special Projects Manager and Transit Coordinator | Louisiana

Ms. Choudhuri managed the Parish's Rural Transportation system as well as the Park-and-Ride facilities. She also coordinated post-Katrina housing site identification with FEMA and general planning activities with other Parish (County) departments and Federal agencies involved in the recovery process. She prepared the Revised Parish Emergency Preparedness Protocol following survey of all Parish departments as to how their emergency protocols worked/did not work during & following hurricane Katrina. Ms. Choudhuri managed the Parish Planning Department following Hurricane Katrina, and supervised staff.

Senior Project Manager & Operations Manager | PMC, California

Ms. Choudhuri served as the Project Manager for CEQA and NEPA projects, prepared and reviewed environmental documents and ensured that all Quality Assurance/Quality Control procedures had been followed for all environmental documents throughout the various departments in the company. She managed daily operations of projects and staff, maintained project deliverables within budget and schedule, managed and approved contracts and invoices, and conducted noticing and permitting activities. Ms. Choudhuri Served as the Environmental Coordinator for the City of Elk Grove, CA She supervised and mentored technical staff, coordinated with federal agencies, attended project update and scoping meetings, and public hearings at Planning Commissions, City Councils, and Boards of Supervisors. She was responsible for business development that formed new client relationships and expanded relationships with teaming partners at other planning consulting firms, architects, engineers, builders, developers, and attorneys.

Regional Planner, Brownfields Manager, & Air Quality Coordinator | South Central Planning & Development Commission, Louisiana

Ms. Choudhuri developed and managed the SCPDC's Brownfields Assessment Grants and Brownfields Revolving Loan Programs. She developed the Agency's Bayou River Region Air Quality Coalition and associated Ozone Advance Plan. Ms. Choudhuri served as the Project Manager for the Restore Louisiana Small Business Program for community redevelopment following various flooding events. She managed grant funded projects with the USEPA, USDA, US HUD, US EDA and DRA. Ms. Choudhuri managed Community Development Block Grant (CDBG) and CDBG Disaster Recovery Unit (CDBG-DRU) funded infrastructure project, drafted Environmental Review Records for CDBG, and maintained compliance with Davis Bacon and Related Acts for CDBG funded infrastructure projects. She developed and managed the Agency's grant for USDA's Stronger Economies Together pilot program.

Program Manager | Coastal Communities Consulting Inc., Louisiana

Ms. Choudhuri formalized, managed and provided technical support and research to the Fishermen Wives Association (FWA). The LA FWA is one of three FWAs in the US. She also created, managed and evaluated various programs for clients in coastal Louisiana's commercial fishing community. Ms. Choudhuri has successfully applied for and managed federal grants from US HUD and USDA.

Special Projects Manager and Transit Coordinator | St. Tammany Parish, Louisiana

Ms. Choudhuri managed the Parish's Rural Transportation system as well as the Park-and-Ride facilities. She also coordinated post-Katrina housing site identification with FEMA and general planning activities with other Parish (County) departments and Federal agencies involved in the recovery process. She prepared the Revised Parish Emergency Preparedness Protocol following survey of all Parish departments as to how their emergency protocols worked/did not work during & following hurricane Katrina. Ms. Choudhuri managed the Parish Planning Department following Hurricane Katrina, and supervised staff.



Leila Carver ^{PTP}

Associate Planner

PROFESSIONAL AFFILIATIONS

American Planning Association (APA) |
Vice Director Finance, Board Member for
California Chapter Orange Section

Professional Transportation Planner
Transportation Professional Certification Board

EDUCATION

Master, Urban and Regional Planning
California State Polytechnic University | Pomona,
CA

Bachelor of Arts, Political Science
California State University | Fullerton, CA

AWARDS

Superior Accomplishment Award, 2015

Participation and leadership on the Caltrans
Development Review Geobased Tracking System
software application

PRESENTATIONS

Panelist for UCI Diversity Panel for University of
Irvine, CA

Moderator for APA Orange Section Program July
2020, Zoom

Ms. Carver serves as an Associate Planner for CSG Consultants. Ms. Carver has expertise in project management, CEQA, GIS and demographic research and excels in leadership and customer service. She gained skills and knowledge in many areas of transportation planning from her nine years of experience with Caltrans. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team. She is currently serving as a Consulting Planner for cities of Burbank, Rolling Hills, and Town of Colma and serves as a Board Member for the APA California Chapter, Orange Section.

RELEVANT EXPERIENCE

Planner | City of El Segundo

Ms. Carver serves as a contract planner for the City of El Segundo where she manages complex discretionary permit cases and assists the City with the SB-2 Grant Administration.

Planner | City of El Segundo

Ms. Carver serves as a contract planner for the City of El Segundo where she manages complex discretionary permit cases. Ms. Carver conducts project review, prepares staff reports and notices, presents to community and stakeholders and coordinates with applicants and their consultants as part of these efforts.

Consulting Planner | City of Burbank

Leila supports the Planning Division with the review and processing of several proposed single-family development special development permits in compliance with the City's requirements for Neighborhood Compatibility Review. She coordinates with various City departments to obtain conditions of approval and provide findings to prepare approval letters in coordination with City staff. She conducted site visits and reviewed the Municipal Code, Design Guidelines for Single family Special Development Permits and Neighborhood Compatibility Review Checklist to establish recommendations for a development that would maintain the architectural integrity and compatibility with the existing neighborhood.

Planner | City of Rolling Hills

Ms. Carver supports the Planning Director for the City of Rolling Hill including preparation of the City's Annual Progress Report for the Housing Element, and other planning services.

Planner | Town of Colma

Leila provides planning services to the Town of Colma by assisting with the Town's General Plan Update and Environmental Impact Report, and Climate Action Plan Update.

Planner | City of Carson

Ms. Carver served as a planner for the City of Carson where she managed several complex discretionary permit cases. Ms. Carver conducted project review, managed schedules, prepared staff reports and notices, presented to Planning Commission and stakeholders and coordinates with applicants and their consultants as part of these efforts. She also provided transportation planning expertise to the City for development and capital improvement projects and fee programs.



Nancy Mith

Associate Planner

EDUCATION

Bachelor of Science, Urban and Regional
Planning
California State Polytechnic University | Pomona,
CA

MEMBERSHIPS

American Planning Association (APA)

Ms. Mith serves as an Associate Planner for CSG Consultants. With her five years of experience with jurisdictions in Southern and Northern California, Ms. Mith provides planning services to cities using her knowledge of administering municipal codes, application of CEQA knowledge to entitlements and design reviews, and her highly developed verbal and written communication skills in providing information to the public and other departments within the cities. Ms. Mith has a strong creative background and is proficient in AutoCAD, architectural drafting, Sketch Up, GIS and Photoshop.

RELEVANT EXPERIENCE

Associate Planner | City of El Segundo, CA

Ms. Mith provides assistance with the daily tasks associated with the SB2 Planning Grant Program (Program) that the City is processing as part of their Housing Element Update. As part of the ongoing tasks for the Program, Ms. Mith helped conduct a sites inventory analysis to locate potential sites for additional housing that would help the City meet its Regional Housing Needs Allocation. She prepared a community outreach plan that included options for safer community engagement that is appropriate for the current climate, and as part of the community outreach efforts, Ms. Mith also developed a Housing Needs survey to be utilized in upcoming Program workshops. Ms. Mith continues to provide support to the City and assists with additional tasks to help bring the Program to completion.

Associate Planner | Town of Colma, CA

Ms. Mith provides Associate Planner services to the Town of Colma by assisting with the General Plan Update and the draft Environmental Impact Report.

Associate Planner | City of Gustine, CA

As a Consulting Planner, Ms. Mith supports City Staff by assisting with project plan review, answering customer inquiries, and coordinating with City Staff to ensure completeness and timeliness of project review.

Associate Planner | City of Pasadena, CA

As a consulting planner, Ms. Mith reviews new and rehabilitated landscape projects to verify compliancy with State mandated landscape efficiency requirements. More specifically, Ms. Mith reviews the project's annual water budget calculations and ensures that the proposed landscape project does not exceed the State's maximum allowed water usage.

Associate Planner | City of Carson, CA

As a contract Associate Planner, Ms. Mith reviews various development plans, prepares comment letters, conducts research, presents to Planning Commission, and assists at the public counter.

Housing Specialist | City of Hawaiian Gardens, CA

Ms. Mith served as a Housing Specialist where she managed the City's Beautification Program. Ms. Mith's responsibilities included project management, soliciting and reviewing applications, site visits, creating scopes of work, writing and distributing requests for proposals for contractors, and consultant coordination. She also writes staff reports and prepares presentations for public hearings regarding the Program.

Krystal Sanchez



Assistant Planner

EDUCATION

Bachelor of Science, City and Regional Planning
California State Polytechnic University | San Luis
Obispo, CA

Krystal Sanchez serves as an Assistant Planner for CSG Consultants and is currently providing staff support. Ms. Sanchez provides planning assistance to cities using her knowledge of administering municipal codes, and communication skills in providing information to the public and other City departments. Ms. Sanchez is proficient in GIS, InDesign, AutoCAD, Sketch Up and Photoshop.

PROFESSIONAL AFFILIATIONS

American Planning Association

RELEVANT EXPERIENCE

Assistant Planner | Town of Colma, CA

SKILLS

Bilingual | Spanish

Ms. Sanchez provides Consultant Assistant Planner services to the Town of Colma by assisting with the General Plan Update and the draft Environmental Impact Report.

Assistant Planner | City of Burbank, CA

Ms. Sanchez supports the Planning Division with the review and processing of several proposed single-family development special development permits in compliance with the City's requirements for Neighborhood Compatibility Review. She coordinates with various City departments to obtain conditions of approval and provide findings to prepare approval letters in coordination with City staff. She conducted site visits and reviewed the Municipal Code, Design Guidelines for Single family Special Development Permits and Neighborhood Compatibility Review Checklist to establish recommendations for a development that would maintain the architectural integrity and compatibility with the existing neighborhood.

Assistant Planner | City of Carson, CA

As a contract Assistant planner, Ms. Sanchez provided current planning services to the City. Ms. Sanchez was responsible for processing commercial and housing development applications, use permit and design review applications, and assuring CEQA compliance. She also provided counter support to the City.

Assistant Planner | City of Gustine, CA

As a contract Assistant planner, Ms. Sanchez provides support for discretionary and administrative permits. Ms. Sanchez reviews various development plans, drafts incompleteness letters and correspondence with applicants and city staff, conducts research of the City's Municipal Codes and Specific Plans to ensure development plans comply with the City's standards.

Assistant Planner | City of Pasadena, CA

Ms. Sanchez currently reviews various landscape projects for residential and commercial projects for compliance with Model Water Efficient Landscape Ordinance (MWELO) regulations. This includes reviewing water use calculations, plant selections and hydro zones for each landscape project.

Planning Intern | City of Santa Maria, CA

As a Planning Intern at the City of Santa Maria, Ms. Sanchez reviewed and provided comments on proposed site plans and prepared reports and presentations for development review meetings. Ms. Sanchez helped at the public counter and facilitated translations when needed. Ms. Sanchez facilitated community engagement at workshops for the Santa Maria 2040 General Plan Update by interpreting interviews into Spanish for community members. Ms. Sanchez also reviewed permit applications for residential and commercial development and coordinated with other City Departments to ensure Municipal Code compliance.

Prior Related Firm Experience

CSG Consultants Inc., prides itself on working solely for local cities and counties in California. While our main corporate office is headquartered in greater San Francisco Bay area, our Orange County office and staff service our numerous clients in the southern California region.

CSG staff has worked a variety of CDBG funded housing, facility improvements, economic development projects. Project implementation have included a variety of tasks for our staff, **for example**, infrastructure improvements related to replacing or installing new water and sewer lines, housing redevelopment and expansions, disaster recovery loan funding projects following regional flooding events, economic development efforts. We have prepared notices and CDBG funding applications, along with the necessary level of environmental documentation. Depending on the type of CDBG funded projects, we have prepared Categorical Exclusions or Environmental Assessments, pursuant to US HUD's NEPA (National Environmental Policy Act) requirements. Some of our project experience has also included adhering to Davis Bacon Act requisites, such on-the-job employee field interviews and preparation of the necessary forms; developing and instituting program guidelines, such as in the case of flood recovery loan programs; supervising small business loan packagers and finalizing loans; preparing reports as well as reporting to US HUD and Housing and Community Development (HCD).

Our staff of Planning, Environmental and Sustainability professionals have the background and experience to satisfactorily perform the scope of work mandated under the US Department of Housing and Urban Development's (US HUD) Community Development Block Grant (CDBG) program. Our staff have been involved in CDBG programs across California, Louisiana, Arizona, Oregon and Washington states, for a variety of HUD funded project types from housing rehabilitation and maintenance to water and sewer infrastructure improvements, in jurisdictions **such as:**

- Cities of Phoenix and Maricopa, AZ
- Cities of Citrus Heights, Elk Grove, Hanford, Rancho Cordova, and Tulare, CA
- Counties of Butte, Placer, Sutter CA
- City of Portland, OR
- Cities of Walla Walla and Spokane, WA
- Parishes (counties) of Assumption, Lafourche, St. Charles, St. James Parish, and St Tammany Parish, LA

Such projects have included the redevelopment of apartment complexes, reconstruction of existing housing facilities, housing infrastructure improvements, assistance from other federal grant funded for related minor transportation improvement projects. Projects in the jurisdictions provided above, have included preparation of CDBG proposals, ERR document preparation and reviews, CDBG grant administration, submittal of Quarterly and bi-annual reports, as well as coordination with the state HCD and US HUD officials. Our staff have not only created and maintained project timelines and monitored progress but have also adhered to

creating and reporting on project related financial records, conducted meetings with project contractors, and provided in-house staff support as requested by our client cities and counties.

Additionally, our environmental Project Administrator has managed and prepared environmental projects across a number of cities and counties. Such projects have included (but were limited to) the preparation of environmental documents, preparing program guidelines, evaluating and managing US EPA funded Brownfields projects, as well as US Small Business Administration loan approval and packaging for flood damaged businesses in south eastern Louisiana.

REFERENCES

The following is a sample of consulting services similar to the requested services by the City.

Town of Colma

Service Overview	CSG has provided complete Planning Staff Augmentation services to the Town of Colma since 2011. During this time, CSG Planners have served as the Town’s planning staff, including City Planner. This includes the processing of moderate and large development applications. Examples of specific policy planning services include updating the Town’s Climate Action Plan, completion of its Local Hazard Mitigation Plan, Development Fee Ordinance, Smoking Ordinance, Housing Ordinances, Economic Development Plans. CSG staff is managing an update to the Town’s General Plan and GP EIR, and a Streetscape Master Plan for Serramonte Boulevard and Collins Avenue.
Years of Service	2011 to Present
Contact	Brian Dossey, City Manager brian.dossey@colma.ca.gov (650)-997-8318

City of Carson

Service Overview	CSG provides project management/entitlement services for three major projects in the City of Carson, CA. One key project is the District at South Bay Specific Plan. This 168-acre project will consist of approximately 1,601,500 square feet of regional and general commercial uses, such as outlet retail and entertainment, approximately 1,250 residential units, and two hotels containing 350 rooms. CSG staff also manages the Jefferson on Avalon mixed use project, which includes 1,200 residential uses, a hotel and 15,000 square feet of restaurant uses. and the Imperial Avalon mixed use project, which includes roughly 2,800 residential units, a 20,000 square foot urgent care facility, restaurants, retail and a 1-acre park. .
Years of Service	2016 to Present
Contact	Saied Naaseh, Community Development Director snaaseh@carson.ca.us (310) 952-1761 x1365

City of El Segundo

Service Overview	CSG staff provides project management and entitlement processing services for the City of El Segundo, CA. We currently manage several high-profile projects, including a ±140-acre mixed use site on the former Raytheon manufacturing site and a mixed-use media campus. CSG is currently providing housing policy guidance utilizing the City's SB2 Grant
CSG Staff	Ethan Edwards, AICP; Gena Guisar, AICP, Michael Laughlin, AICP
Years of Service	2016 to Present
Contact	Paul Samaras, Interim Planning Manager psamaras@elsegundo.org (310) 524-2340

South Central Planning and Development Commission, Louisiana

Service Overview	CSG Program Manager provided environmental documentation for CDBG funded projects; Davis Bacon interviews; public presentations and outreach; managed contractors and sub-consultants; prepared bi-annual and annual reports for federal reporting; assisted with disaster recovery brochures and public announcements on websites; processed for business loan programs; presented at business loan committees.
Years of Service	2014 to 2018
Contact	Kevin Belanger Chief Executive Officer South Central Planning and Development Commission, Louisiana 225-562-2260

St. James Parish, Louisiana

Service Overview	CSG Program Manager provided environmental documentation for CDBG and USDA funded projects; Davis Bacon interviews; public presentations; home-owner outreach for water and sewer connection projects; assisted with the preparation of the parish's LA Planning and Economic and Fiscal Health/Impact Analysis Report (Smart Growth America report; 2017).
Years of Service	2017
Contact	Michelle Nailor-Octave Chief Administrative Officer St James Parish, Louisiana 225-562-2260

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SECTION

4

Cost and Pricing

Below is CSG's preliminary cost estimate for the City's Scope of Services.

TASK DESCRIPTIONS	Director		Project Manager		Senior Planner		Associate Planner		Assistant Planner		Total CSG		TOTAL BUDGET
		\$200		\$165		\$155		\$140		\$125	Hrs	Fee	
Task 1													
Project Management													
Project Kick-off Meeting	4	\$800	8	\$1,320	\$0	\$0	\$0	\$0	\$0	\$0	12	\$2,120	\$2,120
General	36	\$7,200	60	\$9,900	\$0	\$0	\$0	\$0	\$0	\$0	96	\$17,100	\$17,100
Task 2													
Prepare Quarterly Status Reports		\$0	4	\$660	32	\$4,960		\$0		\$0	36	\$5,620	\$5,620
CDBG project oversight		\$0	40	\$6,600		\$0		\$0		\$0	40	\$6,600	\$6,600
Prepare project schedules		\$0	8	\$1,320	24	\$3,720		\$0		\$0	32	\$5,040	\$5,040
Prepare and maintain project financial spreadsheets		\$0	12	\$1,980	24	\$3,720		\$0		\$0	36	\$5,700	\$5,700
Prepare and maintain monthly financial requisitions		\$0	12	\$1,980	40	\$6,200		\$0		\$0	52	\$8,180	\$8,180
Prepare CDBG documents & submissions		\$0	16	\$2,640	200	\$31,000	120	\$16,800	40	\$5,000	376	\$55,440	\$55,440
Prepare and maintain CDBG amendment items		\$0	20	\$3,300		\$0		\$0		\$0	20	\$3,300	\$3,300
Monitor project progress		\$0	60	\$9,900		\$0		\$0		\$0	60	\$9,900	\$9,900
Review and maintain CDBG files		\$0	16	\$2,640	40	\$6,200		\$0	130	\$16,250	186	\$25,090	\$25,090
Maintain CDBG financial records		\$0	16	\$2,640	40	\$6,200		\$0	130	\$16,250	186	\$25,090	\$25,090
Oversight of CDBG sub-recipients		\$0	40	\$6,600		\$0		\$0		\$0	40	\$6,600	\$6,600
Prepare/maintain/submit all Grantee Performance reports		\$0	16	\$2,640	48	\$7,440		\$0		\$0	64	\$10,080	\$10,080
Prepare & maintain project/cost summaries for each Program year		\$0	16	\$2,640	48	\$7,440		\$0		\$0	64	\$10,080	\$10,080
Provide conformance with Urban County CDBG program		\$0	24	\$3,960		\$0		\$0		\$0	24	\$3,960	\$3,960
Liason activities between City and CDC		\$0	20	\$3,300		\$0		\$0		\$0	20	\$3,300	\$3,300
Task 3													
Section 3 Requirements													
Review of Grant Agreement and Wage Labor Compliance			12	\$1,980	48	\$7,440		\$0		\$0	440	\$9,420	\$9,420
Preparation of Wage/Labor Compliance reports			12	\$1,980	60	\$9,300	240	\$33,600		\$0	312	\$44,880	\$44,880
City reviews													\$0
Final Reports			10	\$1,650	60	\$9,300	120	\$16,800		\$0	190	\$27,750	\$27,750
Administrative/enforcing/monitoring activities for CDBG Labor Standard Provisions			16	\$2,640	80	\$12,000	0	\$0		\$0	96	\$12,640	\$12,640
Task 4													
Meetings/Hearings													
Project/Status Update Meetings			40	\$6,600		\$0		\$0		\$0	40	\$6,600	\$6,600
Availability at City Hall						\$0		\$0	160	\$20,000	240	\$20,000	\$20,000
Meetings with City staff, LA County, HUD			24	\$3,960		\$0		\$0		\$0	24	\$3,960	\$3,960
Other			8	\$1,600	16	\$2,640		\$0		\$0	24	\$4,240	\$4,240
TOTAL	48	\$9,600.00	518	\$85,470.00	744	\$102,920.00	480	\$67,200.00	460	\$57,500.00	2710	\$322,650.00	\$322,650.00

CSG's hourly rates are provided in the table below and will remain firm for the first year of the contract.

REVIEW TYPE / ROLE	HOURLY RATE
Planning Technician	\$105
Assistant Planner	\$125
Associate Planner	\$140
Senior Planner	\$155
Principal Planner	\$170
Planning Manager	\$185
Planning Director	\$200

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. The partner planner approach will not incur additional billing. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

Additions or Exceptions

CSG has reviewed the City's Professional Services Agreement and respectfully requests the following addition and/or modifications.

Section 5.2 (b), 7th line: Insert the word "negligent" before the word "performance".

Section 7.4, 5th line: Delete the words "value of the work product actually produced", and substitute "cost of satisfactory services rendered".

Section 7.5: Delete this entire section.



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888.794.2016

March 10, 2021

Sean M. Moore, AICP
Director of Community Development
CITY OF LAWNSDALE
14717 Burin Avenue
Lawndale, California 90260

**RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IMPLEMENTATION AND
ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES**

Dear Mr. Moore:

Michael Baker International (Michael Baker) is pleased to submit this proposal to administer and implement the City of Lawndale's Community Development Block Grant (CDBG) programs and to monitor the City's CDBG-funded construction projects for compliance with federal labor standards. Michael Baker was founded in 1940 and over the past 80 years has evolved into a leading global provider of engineering, planning, and other consulting services. Since its acquisition of Pacific Municipal Consultants (PMC) in February 2015, the firm has been able to offer a full complement of housing and community development services to its clients, including CDBG administration and labor standards compliance, in addition to its extensive engineering, planning, and other capabilities.

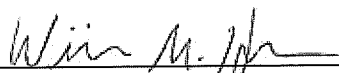
This proposal is based on the information provided in the City's Request for Proposals (RFP), as well as our familiarity with applicable federal and state regulations and our considerable experience in administering CDBG-funded programs for cities across California, and particularly for cities like Lawndale that receive CDBG funds through the Los Angeles County Development Authority (LACDA).

Michael Baker is proposing to provide all services required for the successful administration and implementation of the City's CDBG programs at costs that fall within the activity delivery fees allowed by the LACDA for such services. The project team we have assembled is extremely well qualified to provide these services, having a combined 80+ years of housing and community development experience. Most importantly, our project team members have administered and implemented CDBG programs for numerous California cities and counties, including 12 cities that received their CDBG funds through the LACDA. Our staff is quite familiar with the policies, procedures, and expectations of the LACDA related to the utilization of CDBG funds.

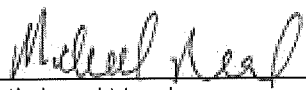
We believe that our proposal is fully responsive to the City's RFP and that the services being offered by Michael Baker will fulfill the City's needs in a comprehensive, well-integrated, and cost-effective manner. This proposal and the price quotations contained herein are firm and irrevocable for one year following consultant selection. The proposal has been signed by our associate vice president, William Hoose, who has the authority to bind the firm to proposals and execute agreements.

We sincerely appreciate the opportunity to submit this proposal and look forward to assisting the City with the administration and implementation of its CDBG programs. If you have any questions regarding this proposal, please contact Micheal Neal at (909) 261-2770 or mneal@mbakerintl.com.

Sincerely,



William Hoose, AICP
Associate Vice President



Micheal Neal
Project Manager

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PROPOSAL FOR CDBG PROGRAM IMPLEMENTATION AND ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES

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TECHNICAL PROPOSAL

Executive Summary

Michael Baker International (Michael Baker) is a leading global provider of engineering, planning, and other consulting services. The firm, which is a corporation, was founded in 1940 and provides a comprehensive range of innovative services and solutions to support federal, state, and municipal government agencies and other diverse clients. The firm has more than 3,500 employees in over 90 offices located across the United States and internationally.

In addition to its extensive urban and environmental planning and engineering capabilities, Michael Baker can offer its clients a full array of housing and community development services. The firm's staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources, and particularly the federal Community Development Block Grant (CDBG) and CDBG CARES Act (CDBG-CV) programs. Based on our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. We have assisted numerous Southern California communities with the general administration and implementation of CDBG programs, and particularly cities like Lawndale that receive CDBG funds through the Los Angeles County Development Authority (LACDA). Our staff is also highly proficient at performing labor standards compliance monitoring for CDBG-funded construction projects.

Michael Baker is proposing to provide all the services being requested by the City as identified in the Scope of Services section of the RFP and at costs that fall within the activity delivery fees allowed by the US Department of Housing and Urban Development (HUD) and the LACDA for such services. These services will be provided by a highly qualified team of housing and community development specialists based in our Long Beach office, who collectively have over 80 years' experience working with the CDBG program. Most importantly, they have an extensive working knowledge of the processes, procedures, performance expectations, and financial reporting requirements of the LACDA.

Approach

It is our understanding that the City of Lawndale is seeking a consultant for the administration and implementation of the City's CDBG programs. The consultant to be assigned to the position must exhibit extensive experience in the implementation and administration of the programs, contract administration, and project management and labor compliance for CDBG-funded construction projects. We further understand that the City participates in the Los Angeles Urban County CDBG programs. As such, the City receives its annual allocation of CDBG funds from HUD

PROPOSAL FOR CDBG PROGRAM IMPLEMENTATION AND ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES

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through the LACDA, which will require experience and knowledge of the processes, procedures, performance expectations, and financial reporting requirements associated with participation in the LACDA administered CDBG programs.

During the 2021–2022 fiscal year, the City will have approximately \$326,861 in CDBG funds available. The City is looking for a consultant who can ensure proper and timely expenditure of these CDBG program funds and provide federal labor standards compliance.

Michael Baker's technical approach to administering the City's annual CDBG grant involves assigning a well-qualified team to provide the services requested by the City. Our designated project manager, Micheal Neal, will report directly to City staff in delivering the desired services. He will serve as the lead person for the general administration of the City's annual CDBG grant and CDBG-CV funds. Shannon Andrews will assist Mr. Neal with the preparation of annual planning documents, the submittal of required financial and performance reports to the LACDA, and the monitoring of CDBG-funded programs.

Sandra Lee will perform Labor Standards Compliance monitoring under the direction of Damien Delany, labor compliance manager. Finally, Al Warot will provide corporate oversight of the assignment and be available to back up and render technical assistance to Mr. Neal as needed.

The qualifications and roles of our team members are further discussed in the proposal's Management and Staffing section.

Mr. Neal will establish schedules for the preparation of work products in concert with City. He will be responsible for ensuring adherence to the established schedules and keeping City staff apprised of the status of the work being performed. He will also inform the City of any problems or obstacles to program implementation as soon as they are encountered. Any work products requiring the City's approval, prior to submittal to the LACDA, will be prepared with adequate time for the City's review and approval.

Our customer service is evident from the outset of each assignment, as we typically attempt to schedule our initial meeting with all pertinent City staff. Another key feature of our commitment to customer service is the development and maintenance of effective ongoing communication with all participants throughout the year. Our staff members can be reached by cellular phone or at our 1-800 number, and all messages will be returned within a 24-hour period, excluding weekends and holidays. Our project manager will provide City staff with monthly reports on the status of all CDBG- and CDBG-CV program activities.

As another standard operating procedure, the eligibility of all proposed public improvements would have to be verified prior to being approved for funding. The plans for any changes would have to be reviewed and approved by the City's Public Works Department as soon as the changes are identified and verified by Michael Baker staff. This approach will ensure that the construction work is being done in accordance with all applicable City codes, standards, and ordinances and

**PROPOSAL FOR CDBG PROGRAM IMPLEMENTATION AND
ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES**

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with the plans and specifications for the project. Once the construction work is under way, our staff will perform the necessary interviews with the trades involved and ensure employees are receiving the correct wages in accordance with the contract. Michael Baker staff will review all progress payment requests prior to submitting a request for the disbursement of a progress payment to a contractor. We will inspect the work to ensure it has been completed in accordance with the scope of work in the construction contract and to the satisfaction of the City's Public Works Department. Any corrective work that needs to be performed before a progress payment can be released will be clearly identified on a punch list of remedial actions.

In adhering to this management approach, Michael Baker will perform construction administration in a manner that minimizes the demands placed on City staff. In addition to construction administration, Michael Baker staff will make certain that all required CDBG reports are properly prepared and submitted to the LACDA prior to the reports' due dates to ensure compliance and timeliness.

Tasks

The Scope of Services section of the RFP includes a detailed listing of the tasks to be performed in administering and implementing the City's CDBG programs and monitoring CDBG-funded construction projects for labor standards compliance. Michael Baker affirms that it intends to perform all the tasks identified in the following Scope of Services. The fees quoted in the Cost and Pricing section of this proposal are inclusive of all services listed in the Scope of Services noted below:

**PROPOSAL FOR CDBG PROGRAM IMPLEMENTATION AND
ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES**

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CDBG ADMINISTRATION AND IMPLEMENTATION

Michael Baker proposes to provide staffing and other resources as required to provide as-needed assistance and guidance to Lawndale staff 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 records discrepancies.
7. Prepare monthly reimbursement requisitions to the Community Development Commission 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 Commission (CDC) (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.).
12. Perform liaison functions between the City and the Community Development Commission.
13. Prepare all CDBG related documents, including reports, contracts, agreements, and amendments.

**PROPOSAL FOR CDBG PROGRAM IMPLEMENTATION AND
ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES**

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14. Develop, prepare, and submit project amendments, as required, for all CDBG funded projects.
15. Advise 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

Michael Baker is proposing to provide staffing and other resources as required to provide all necessary staffing and resources to fulfill the scope of work required to successfully implement the Davis-Bacon and Related Acts, Minority and Women Business Enterprise (MBE/WBE) and the 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 delivered to the City.
3. Meet with City staff, LA County CDC, 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 including:
 - Assist and advise Project Construction Manager in the preparation of the Wage and Labor requirements sections for the Construction BID Documents.
 - Determine the specific labor standards parameters applicable for each construction project.

PROPOSAL FOR CDBG PROGRAM IMPLEMENTATION AND ADMINISTRATION ASSISTANCE AND LABOR COMPLIANCE SERVICES

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- 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 DOL Wage Decision is incorporated in project specifications and/or contract(s).
- Ensure that the wage determination is current at bid opening or other appropriate date.
- 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 classification and wage rate of the project workforce (including apprentices) conforms to the applicable Wage Decision.
- Perform continuous and timely monitoring reviews of CPRs 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 CDC 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.
- Dispose of 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.

All other CDBG-related work as directed by City's Director of Community Development. All work items will be carried out in conjunction with City staff direction, input, and review.

MANAGEMENT AND STAFFING

All work will be performed by Michael Baker employees; no subcontractors will be utilized. Our staff is prepared to perform all tasks identified in the City's RFP. Our project team has considerable experience in administering annual CDBG grants and implementing CDBG-funded public service, and public works projects. Proposed project team members are listed below.

Albert Warot, Project Director

Mr. Warot will be responsible for corporate oversight of the services provided to the City of Lawndale and will serve as Michael Baker's QA/QC officer. He will also be available to provide backup and technical assistance to the project manager, if needed. Mr. Warot's 40-plus years of experience in the planning field in California span every aspect of planning. Much of his career has been spent administering CDBG, HOME, and other state/federal grant-funded projects and programs for cities across California, including oversight of numerous CDBG-funded construction projects. Mr. Warot served as chairman of the former City Advisory Committee for the Los Angeles Urban County CDBG Program, has a long-standing working relationship with the LACDA, and previously served as contract CDBG Program Manager for the City of Lawndale for a number of years.

Micheal Neal, Project Manager

Mr. Neal will serve as project manager for the administration and implementation of the City's CDBG programs. He will be responsible for the general administration of the City's annual CDBG grant and the management of the City's CDBG-funded public service and public works projects. He will be the City's primary point of contact for all project activities. Mr. Neal is particularly well qualified to serve in this capacity with over 25 years of experience administering state and federal grant-funded programs. He has administered CDBG grants and/or managed CDBG-funded projects for 18 Southern California cities. Of these cities, 12 are communities that receive their CDBG funds through the LACDA, similar to the City of Lawndale.

Shannon Andrews, Grants Specialist

Ms. Andrews will assist Mr. Neal with the day-to-day administration of the City's CDBG programs. She is extremely familiar with the LACDA's reporting requirements and is fully capable of performing labor standards compliance monitoring. She is well qualified to serve in this capacity, having assisted with the administration of CDBG programs for the other LACDA participating cities, including Bell Gardens, Beverly Hills, Calabasas, Hawaiian Gardens, Lawndale, Lomita, Rancho Palos Verdes, Rolling Hills Estates, San Fernando, Signal Hill, and Westlake Village.

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Damien Delany, Labor Compliance Manager

Mr. Delany has over 29 years of experience in the construction and project management field. He has overseen project management and labor compliance, both with a private construction firm and as a consultant for many public and private entities. He has overseen or personally managed the operation of federally funded construction programs for 12 California cities, working with a variety of agencies, including other LACDA participating cities such as Lawndale, Rancho Palos Verdes, Torrance, San Fernando, and Signal Hill. He will serve as the task manager for monitoring public works projects for compliance with the Davis-Bacon Act and other applicable labor standards.

Sandra Lee, Labor Standards Compliance Officer

Ms. Lee is a Labor Standards Compliance officer with experience in providing Davis-Bacon Act and state prevailing wage monitoring services for cities and developers. She has conducted prevailing wage monitoring for numerous cities with various funding sources, including CDBG, state bonds, and local county funds. Ms. Lee will be available to assist the labor compliance manager with interviews, certified payroll review, file maintenance, and the preparation of any necessary reports to the LACDA. She has experience with employee interviews, wage compliance investigations, restitution requests, and Section 3 document review for other LACDA participating cities, including Lawndale, Rancho Palos Verdes, and Torrance.

Résumés for these team members are contained in **Appendix A** to this proposal.

FIRM EXPERIENCE

Michael Baker's staff is experienced in carrying out a wide range of housing and community development projects using a variety of funding sources. These include local, state, and federal sources such as CDBG, Home Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP) and CalHome grants, tax credits, Successor Agency Housing Trust funds, and tax-exempt bond financing. Michael Baker staff has assisted jurisdictions with procuring and administering state and federal grants for a variety of activities, including housing rehabilitation, first-time homebuyer assistance, commercial revitalization, code enforcement, public facilities, and most relevant to the City of Lawndale, public services, and public works projects.

Based on our long-term involvement in administering housing and community programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. We have developed excellent working relationships with the respective funding agencies, including the California Department of Housing and Community Development (HCD), HUD, and the LACDA. Our staff regularly attends workshops and training sessions sponsored by these agencies in order to remain current with the agencies' changing regulations and procedures. Based on their education, career training, and work experience, Michael Baker staff members are extremely well qualified to provide the services being requested by the City of Lawndale.

Michael Baker offers a broad range of grant application, administration, and implementation services. Selected relevant ongoing assignments involving the general administration of CDBG grants and the implementation of CDBG-funded projects and programs are described below.

City of Bell Gardens

CDBG Grant Administration and Housing Rehabilitation Programs Implementation
Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

City of Beverly Hills

CDBG Grant Administration and Housing Rehabilitation Programs Implementation
Michael Baker is currently administering the City's annual CDBG grant received through the LACDA, as well as performing all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation and multi-family handy worker programs, as well as their CDBG Senior Activities and Rental & Utility Assistance programs.

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City of Calabasas

CDBG Grant Administration and Housing Rehabilitation Programs Implementation
Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation loan and grant program and assists with the general administration of the City's annual CDBG grant received through the LACDA.

City of Hawaiian Gardens

CDBG Grant Administration and Program Implementation
Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

City of Lawndale

CDBG Grant Administration and Program Implementation
Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public service and public works projects.

City of Lomita

CDBG Grant Administration and Program Implementation
Michael Baker administers the City's annual CDBG grant received through the LACDA and performs all tasks associated with the implementation of the City's CDBG-funded single-family housing rehabilitation, Lifeline program, and Job Creation & Business Incentive Loan program. Michael Baker also performs subrecipient monitoring for CDBG-funded public service programs.

City of Rancho Palos Verdes

CDBG Grant Administration and Program Implementation
Michael Baker administers the City's annual CDBG grant received through the LACDA and performs all tasks associated with the implementation of the City's CDBG-funded public works projects.

City of Redondo Beach

CDBG Grant Administration and Program Implementation
Michael Baker administers the City's annual CDBG grant received directly from HUD, performs labor standards compliance for CDBG-funded public works/facilities projects, monitors the activities of CDBG-funded public service agencies, and operates a CDBG-funded Mobility Access/Emergency Repair Program.

City of Rolling Hills Estates

CDBG Grant Administration and Program Implementation
Michael Baker administers the City's annual CDBG grant received through the LACDA and assists with the implementation of CDBG-funded public works projects and Senior Activities program.

City of San Fernando

CDBG Grant Administration and Labor Standards Compliance

Michael Baker performs labor standards compliance monitoring for the City's CDBG-funded public works projects and assists with the general administration of the City's annual CDBG grant received through the LACDA, as well as the City's CDBG-funded Residential Food Distribution and Personal Protective Equipment Business Assistance programs.

City of Signal Hill

CDBG Grant Administration and Labor Standards Compliance

Michael Baker administers the City's annual CDBG grant received through the LACDA and performs labor standards compliance monitoring for the City's CDBG-funded public works project and Senior Activities program.

City of Westlake Village

CDBG Grant Administration and Housing Rehabilitation Programs Implementation

Michael Baker performs all tasks associated with the implementation of the City's CDBG-funded housing rehabilitation grant program and assists with the general administration of the City's annual CDBG grant received through the LACDA.

REFERENCES

References for Michael Baker assignments involving the services requested by the City of Lawndale are as follows:

City of Bell Gardens

Gustavo Romo, Community Development Director
(562) 806-7724
gromo@bellgardens.org

City of Calabasas

John Bingham, Admin Services Manager
(818) 224-1663
jbingham@cityofcalabasas.com

City of Hawaiian Gardens

Linda Hollingsworth, Finance Director
(650) 991-8048
lindah@hgcity.org

City of Lomita

Gary Sugano, Assistant City Manager
(310) 325-7110
g.sugano@lomitacity.org

City of Rancho Palos Verdes

Lorna Cloke, Senior Administrative Analyst
(310) 544-5276
lornac@rpvca.gov

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City of Redondo Beach

Laurie Koike, Interim Director, Community Services
(310) 318-0610
laurie.koike@redondo.org

City of Rolling Hills Estates

Mike Whitehead, Administrative Services Director
(310) 377-1577
mikew@ci.rolling-hills-estates.ca.us

City of San Fernando

Nick Kimball, City Manager
(818) 898-7307
nkimball@sfcity.org

City of Signal Hill

Aly Mancini, Community Services Director
(562) 989-7320
amancini@cityofsignalhill.org

City of Westlake Village

Audrey Brown, Assistant City Manager
(818) 706-1613
audrey@wlv.org

COST AND PRICING

Michael Baker proposes the following not-to-exceed (NTE) amounts to provide Community Development Block Grant (CDBG) Program Implementation and Administration Assistance and Labor Compliance Services to the City of Lawndale for one year, with the option of three one-year extensions (totaling five years). The proposed NTE cost of **\$41,590** for Fiscal Year 2021/2022 CDBG Administration and Implementation and Labor Compliance Services is based on the City's available CDBG monies identified in the RFP to provide all the services identified in the RFP. The proposed NTE cost of **\$25,000** for a potential Slum Blight Analysis is also included below.

CDBG Administration and Implementation	\$32,690
Labor Compliance Services	\$11,000
Slum Blight Analysis	\$25,000

Per our conversation with the City of Lawndale regarding upcoming Permanent Local Housing Allocation (PLHA) funds, Michael Baker also proposes to provide all the services associated with the City's allocation of \$195,797 for the PLHA once it has been implemented by LACDA:

PLHA Administration and Implementation	\$19,580
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The fees quoted above are not-to-exceed amounts and are inclusive of all project costs. These fees are based on the anticipated number of hours to be devoted by the various team members at the following hourly rates:

NAME/TITLE	HOURLY RATE
Albert Warot, Project Director	\$250
Micheal Neal, Project Manager	\$140
Shannon Andrews, Grants Specialist	\$140
Damien Delany, Labor Compliance Manager	\$165
Sandra Lee, Labor Standards Compliance Officer	\$110

The City will not be charged for travel but only for the hours worked by Mr. Neal or other staff at Lawndale City Hall, actual project sites in the city, or our offices in administering and implementing the City's annual CDBG program, and providing labor compliance services. These price quotations will remain firm and irrevocable for one year following consultant selection.

ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL

We appreciate the opportunity to review the form of agreement which will be utilized by the City for this CDBG Program Administration and Labor Compliance Services project. Michael Baker has contracted on thousands of projects over our 80-year history, including with the City of Lawndale for similar services, and are confident in our ability to come to mutually acceptable terms. As permitted by the RFP submittal instructions, and upon selection of this proposal, we would respectfully request consideration of modification to certain of the contract terms due to the professional standard of care required for performance of services, insurance commercially available, and professional experience. We will work with the City to come to prompt agreement on terms.

Section 1.0 - Use of the common-law professional standard of care is requested with regards to performance of the services, by modifying sentence two to state" "Consultant warrants that all work or services set forth in the Scope of Services shall be performed in accordance with that professional standard of care ordinarily observed by like professional firms performing similar services under similar circumstances ("Standard of Care").

Section 1.3 - addition of the term "applicable" is requested before the phrase "ordinances, resolutions, statutes..." as experience has proven that laws, rules, regulations, etc. at various agency levels can be in conflict with one another.

Section 5.2 (b) - We will be responsible for any errors on our part, but do not wish to be held financially responsible for the actions of parties outside our control. "Performance of the Agreement" includes following the guidelines and rules of the funding agency, the City of Lawndale, federal, state, and local law. It also will include the use of data or information provided by the City in performance of the services. None of these are wrongful acts. Additionally for insurability under professional liability, it is requested that Subsection (b) be modified to: "Consultant shall indemnify, 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 reasonable attorneys' fees and costs, court costs, defense costs and expert witness fees), to the extent the same are caused by, in whole or in part, the negligent act, error or omission in 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."

Section 9 - Addition of the following clause is requested to address circumstances outside of the professional's control: 9.6 Waiver of Consequential Damages. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature

**PROPOSAL FOR CDBG PROGRAM IMPLEMENTATION AND
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whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable."

APPENDIX A

RESUMES

ALBERT WAROT, PROJECT DIRECTOR

Mr. Warot has more than 46 years of professional planning experience involving both public and private sector employment. His experience spans all aspects of planning, including current, advance, and environmental planning, as well as housing and community development. Most of his career has been spent assisting California cities in addressing their housing and community development needs through securing state and federal grants and administering grant-funded activities. As an operations manager, Mr. Warot is responsible for managing and overseeing numerous projects in a number of Michael Baker International's service areas.

Education

BS, Geography | Northern Arizona University
Graduate Studies/ Teaching Assistant, Geography | University of Arizona

Relevant Project Experience

City of Hanford. Directed the operation of housing rehabilitation programs funded by Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME).

City of Lake Forest. Directed the preparation of the City's Consolidated Plan and Annual Action Plan for continued CDBG funding from the federal Department of Housing and Urban Development (HUD).

County of Orange. Directed the preparation of the Consolidated Plan and Annual Action Plan for the Orange Urban County CDBG program.

City of Simi Valley. Directed the preparation of the City's Consolidated Plan and Annual Action Plan for continued CDBG funding from HUD.

City of Greenfield. Directed the administration of a HOME-funded housing rehabilitation program.

City of Barstow. Managed the updating of the Housing Element of the City's General Plan.

Professional Affiliations and Service

- American Planning Association
- Association of Environmental Professionals
- National Association of Housing and Redevelopment Officials
- Sustainable City Committee, City of Signal Hill
- Oversight Board, City of Signal Hill
- Los Cerritos Wetlands Restoration Advisory Committee, City of Long Beach
- Chairman, City Advisory Committee, Los Angeles Urban County CDBG Program

Awards and Honors

- Distinguished Leadership Award from the Los Angeles Section of the American Planning Association

Team Member since 2014

City of Westlake Village. Managed two updates of the Housing Element of the City's General Plan certified by the California Department of Housing and Community Development (HCD).

City of Tehama. Managed a series of CDBG-funded housing studies for the City, which included household income and housing condition surveys and an investigation of potential funding sources to assist low-income residents with housing costs.

Tulare County. Managed a CDBG-funded urbanization and blight analysis for the County's Redevelopment Agency that involved approximately 600 parcels in the community of Tipton.

City of Ontario Redevelopment Agency. Managed a survey of physical blight conditions for a proposed amendment to the Cimarron Redevelopment Project Area Plan. Managed the provision of on-call redevelopment and planning services to the City and its Redevelopment Agency and Housing Authority.

City of San Gabriel. Assisted the City with the administration of its CDBG program.

City of Marysville. Assisted the City in securing HOME funding for and subsequently administering a housing rehabilitation program.

Humboldt County. Managed a CDBG-funded urbanization and blight analysis involving eight redevelopment survey areas containing approximately 2,200 parcels.

City of La Puente. Assisted the City with the administration of its CDBG program. Managed the updating of the General Plan Housing Element certified by HCD.

City of Lawndale. Assisted the City with the administration of its annual CDBG program as needed. Responsible for training City staff in the administration of the grant, providing direction in the formulation and implementation of projects, and satisfying federal reporting requirements. The City was recognized by the County's Community Development Authority for overall program performance and for the Project of the Year in the Urban County of Los Angeles.

City of Calimesa. Managed two updates of the City's General Plan Housing Element certified by HCD. Assisted the City with the procurement and general administration of multiple CDBG/HOME grants and the implementation of various CDBG- and HOME-funded activities, including the initiation of a housing rehabilitation program, a park feasibility study, and household income and housing condition surveys.

City of Cudahy. Assisted the City with the administration of its CDBG program.

City of Agoura Hills. Conducted a community development needs assessment that resulted in the establishment of a CDBG-funded housing rehabilitation program. Coordinated the preparation of guidelines and all other materials needed for the operation of the program.

Placer County. Directed the administration of CDBG- and HOME-funded housing rehabilitation programs.

City of Susanville. Assisted the City in procuring \$1 million in state CDBG funds for housing rehabilitation purposes and subsequently oversaw the operation of the housing rehabilitation program.

City of Colusa. Responsible for oversight of a \$1 million housing rehabilitation program. As a prerequisite to using state CDBG funds, updated the General Plan Housing Element, a process that was completed in a period of five months, including certification by HCD. Prepared a successful application for \$500,000 in state CDBG funds for continued operation of the program.

Los Angeles County. As chairman of the City Advisory Committee for the Los Angeles Urban County CDBG program, served as spokesperson for the 48 cities that comprise the country's largest urban county program. Served in this position for several years while representing the County's First Supervisorial District as CDBG coordinator from the City of Rosemead.

City of Torrance. As the associate planner in charge of community development, responsible for administering an annual CDBG entitlement of \$1.3 million, a rental assistance program involving 254 Section 8 certificates, and the implementation of a redevelopment program consisting of three project areas.

MICHEAL NEAL, PROJECT MANAGER

Mr. Neal has over 25 years of experience in administering Community Development Block Grant (CDBG)/Home Investment Partnerships (HOME) grants, assisting with the implementation of residential rehabilitation programs, conducting Section 8 Housing Quality Standards inspections, and interpreting and applying provisions of the US Department of Housing and Urban Development rules and regulations pertinent to housing rehabilitation programs and other CDBG/HOME-funded activities.

Team Member since 2013

Education

BA, Liberal Studies | California State Polytechnic University, Pomona

Relevant Project Experience

City of Westlake Village. Administered the City's CDBG-funded housing rehabilitation program.

City of Hawaiian Gardens. Administered the City's annual CDBG grant.

City of Norco. Administered a housing trust/bond-funded housing rehabilitation program.

City of Lomita. Administered the City's CDBG program and managed the housing rehabilitation program.

City of Signal Hill. Administered the City's CDBG program and implemented funded projects and programs.

City of Redondo Beach. Managed the City's CDBG-funded Mobility Access/Emergency Repair Program.

City of Calabasas. Administered the City's CDBG-funded housing rehabilitation program.

City of Beverly Hills. Administered the City's CDBG program and managed the housing rehabilitation program.

City of Calimesa. Assisted the City with the administration of a HOME-funded housing rehabilitation program and managed a CDBG-funded housing rehabilitation program for the City.

City of San Bernardino. Served as project coordinator for the City's EECBG-funded Green Home Makeover Program, working with homeowners and scheduling energy audits and energy efficiency improvements.

City of Lawndale. Managed the operation of a redevelopment agency-funded Housing Rehabilitation Loan and Grant Program.

City of San Gabriel. Performed the general administration of the City's annual CDBG program and managed the operation of CDBG-funded housing and commercial rehabilitation programs.

City of Rosemead. Performed general administration of the City's CDBG and HOME programs, including compliance with reporting requirements and the management of projects. Assisted with the operation of CDBG-funded public service and residential and commercial rehabilitation programs.

City of Goleta. Provided technical assistance in monitoring public services agencies to ensure compliance with federal requirements.

City of Culver City, Culver City Housing Authority. Conducted housing quality inspections for the Housing Authority's Section 8 program.

City of Hawthorne, Hawthorne Housing Authority. Conducted housing quality inspections for the Housing Authority's Section 8 program.

SHANNON ANDREWS, GRANTS SPECIALIST

Ms. Andrews serves as a technical specialist and projects manager in support of Michael Baker International's housing and community development assignments throughout the State of California. She has considerable experience in securing and subsequently administering grants for Michael Baker clients. Ms. Andrews also has extensive working knowledge of the housing rehabilitation process using State and Federal grants. Her experience also includes grant writing and grant administration for over \$10-million dollars in State and Federal grants (owner-occupied housing rehabilitation; new park construction; energy efficiency of City Hall and Citywide street lights; General Plan update; small business economic development programs), as well as extensive compiling and preparing annual, semi-annual, quarterly, and monthly reports for the following outside agencies: CDBG and HOME through HCD; MSHCP reports for the Riverside Conservancy Agency; TUMF reports for the Western Riverside Council of Governments.

Professional Affiliations

- California Association of Code Enforcement Officers (CACEO)

Training/Seminars

- Fair Housing Equal Opportunity Certification by California HCD
- Certification in Income Determination by the California HCD
- Advanced Certification from CACEO

Team Member since 2016

PROJECT EXPERIENCE

City of Beverly Hills - Contract Staff overseeing the applicant qualifications for the City's Below-Market Rate Program for the Garden House project.

City of Chowchilla - Housing Specialist for the administration of both CDBG- and HOME-funded housing rehabilitation programs.

City of Grass Valley - Contract Staff overseeing the securing and administration of a first-time homebuyer program and both CDBG and HOME monitoring.

Monterey County - Contract Staff overseeing the applicant qualifications of the East Garrison Affordable Housing Program.

City of Norco - Project Manager for the administration of a housing trust/bond-funded housing rehabilitation program.

City of South San Francisco - Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for both buyers and renters.

City of Union City - Contract staff overseeing the applicant qualifications for the City's Below-Market Rate Program for buyers.

DAMIEN DELANY, LABOR COMPLIANCE MANAGER

Mr. Delany is a Principal Planner and the Lead for Housing and Community Development Services. Mr. Delany has 29 years of experience in the grant administration and project management field. He has overseen or personally managed the operation of federally funded grants and construction programs for 14 California cities, working with a variety of agencies. He has been trained by HUD and has represented many cities as they were audited by HUD auditors. He will serve as the Project Manager overseeing the overall Labor Compliance services and serve as a Technical Advisor on all difficult matters that may arise. Mr. Delany is particularly well qualified to serve in this capacity with over 25 years of experience administering State and Federal grant funded HUD programs.

Professional Affiliations

- National Association of Housing and Redevelopment Officials

Training/Seminars

- IDIS Reporting
- Basically CDBG
- Building HOME Partnership Training

Team Member since 2014

EDUCATION

- Masters Certificate in Applied Project Management, Villanova University, Villanova, PA
- B.S., Regional Development and Urban Planning, University of Arizona

PROJECT EXPERIENCE

While working for Michael Baker International, Mr. Delany's experience in the field of community development has included the following:

City of Montebello - Project Manager for Labor Compliance on new State Bond funded Hilton Home2Suites Hotel project. Responsible for overseeing the submittal, and review of the certified payroll records. Worked as the liaison between the City and the Contractor providing Labor Compliance reports, requesting restitutions, and overseeing audits. Responsible for administering the City's annual CDBG grant received from HUD and assisting with the implementation of CDBG-funded activities.

City of Redondo Beach - Serving as the Project Manager for Labor Compliance monitoring for multiple Federal-funded projects. Responsible for assisting City staff with bid document review and creation, training City Staff and Contractors about Davis-Bacon requirements and recommending payment withholding for non-compliance.

City of Fresno - Responsible for managing the City's Homeless Community Initiatives. This includes overseeing the labor compliance aspect of the CDBG-funded homeless construction projects.

Orange County Public Works - Responsible for managing the labor compliance aspect of a bridge replacement project and a levee reinforcement project. Provided labor compliance reports and clarifications to contractors' questions regarding the requirements. Performed training to Orange County Public Works staff and coordinated with prime contractor on how to resolve the non-compliance issues from subcontractors.

City of South San Francisco - Responsible for managing the labor compliance aspect of the CDBG-funded construction projects. Overseeing the bid preparation and delegation of certified payroll record review.

City of Norwalk - Responsible for managing the labor compliance aspect of CDBG and Caltrans funded construction projects. Overseeing the bid preparation and delegation of employee interviews, Section 3 monitoring, DBE monitoring and contractor eligibility.

SANDRA LEE, LABOR STANDARDS COMPLIANCE OFFICER

Ms. Lee has successfully enforced Labor Standards Compliance requirements for various Public Works Projects throughout Southern California, monitored Local Jobs Programs for City of Los Angeles projects and monitored Local and Targeted Worker Hiring Programs for County of Los Angeles projects. She has Section 3 monitoring experience with federally-funded Public Works Projects. Ms. Lee has achieved timely compliance close-outs for all the projects that she monitored.

Training/Seminars:

Contract Compliance Administration by Association of Construction Compliance
Prevailing Wages by the Department of Labor, Wage and Hour Division

Years with Other Firms: 8.5

Team Member since 2019

Education

Business Administration, Contract Compliance | Morgan State University, Baltimore, MD (2015)

Relevant Michael Baker Experience

Mount McDill Communications Center Replacement Project, County of Los Angeles (November 2018 – November 2019) Compliance Officer – monitored and enforced Local and Targeted Worker Hiring Program (LTWHP) for the project. Facilitated Pre-Construction meetings with Prime and subcontractors all of tiers. Responsible for all LTWHP monthly and project-end reporting, craftworker interviews, apprentice hiring process and ratio, and prevailing wages.

SSRP H31 Hollywood Hills Beachwood Drive & Scenic Avenue Project, City of Los Angeles (October 2018 – November 2019) Jobs Coordinator – Enforced City of Los Angeles' Project Labor Agreement (PLA) requirements and monitoring of contractors' PLA requirements and status of mandatory goals. Developed and provided contractors effective hiring strategies to meet/exceed project goals. Responsible of monthly and project-end reporting of contractor-specific and project-wide PLA requirements and goals.

Berths 196 – 199 Wharf Rehabilitation Project, Port of Los Angeles (September 2017 – February 2019) Jobs Coordinator – Developed and enforced hiring process for contractors to follow on project so that they in full compliance with Apprentice Hiring requirements and exceeded mandatory PLA goals. Provided monthly and project-end reporting of project status of PLA goals.

Laundry Water Reclamation Systems Project, California Prison Industry Authority (June 2017 – March 2018) Compliance Officer – Assisted the Prison Authority with Labor Compliance enforcement and monitoring of four construction locations of project. Developed and implemented Compliance Monitoring program for the

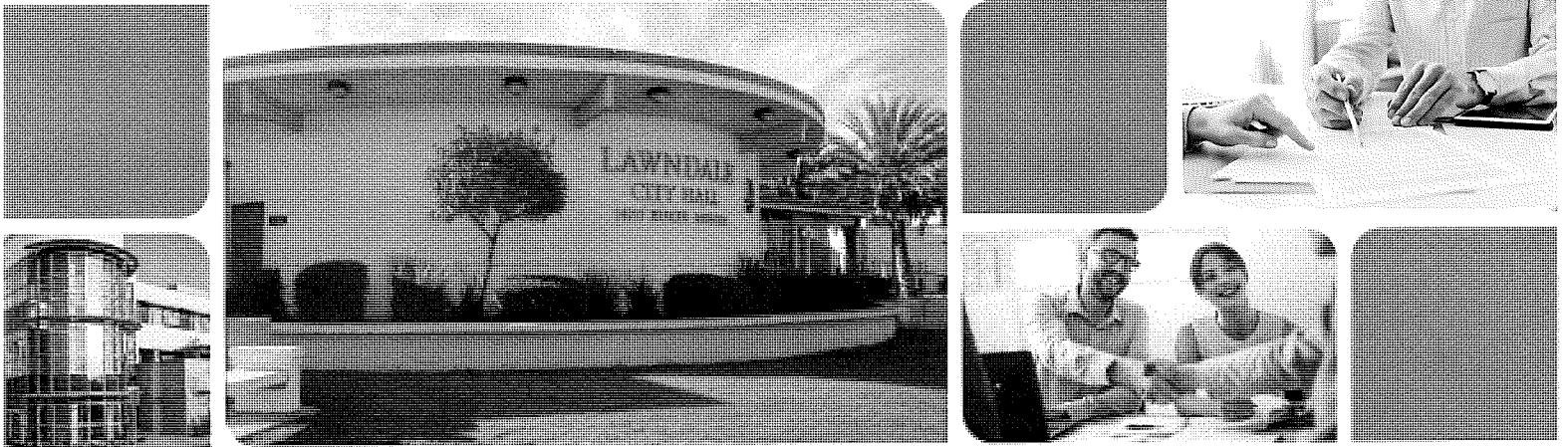
Authority to exercise on projects. Oversight of Labor Compliance requirements and apprentice hiring process of four construction locations of project.

Paradise Creek Affordable Housing Project Phase 1 and 2, City of National City (November 2014 – October 2018) Compliance Officer – Oversight of Labor Compliance, New Hire and Minority Business Enterprise Participation programs. Successfully closed out contractors of all tiers from their compliance requirements and project goals with City of National City.

EXPO2 Light Rail Transit Design/Build Project, Exposition Metro Line Construction Authority (July 2011 – July 2014) Labor Compliance Officer – Auditor of certified payroll reports of contractors of all tiers, monitored contractors' status of Labor Compliance requirements with State of California, City of Santa Monica, and Expo Authority.

City of Lawndale

Community Development Block
Grant Program Implementation and
Administration Assistance and Labor
Compliance Services





March 18, 2021

Sean M. Moore, AICP, Director of Community Development
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

Subject: Proposal for Community Development Block Grant Program (CDBG) Implementation and Administration Assistance and Labor Compliance Services

The City of Lawndale is seeking an experienced consultant to implement and administer its CDBG Program; federally CDBG funded capital improvements projects, including Davis-Bacon and Related Acts (DBRA); and Section 3 administration. Willdan Engineering (Willdan) is confident that our team can successfully provide the full range of services being requested by the City and in a manner fully consistent with the City's requirements and in a timely manner.

Willdan agrees to meet all State and Federal requirements included in this RFP. Willdan is unaware of any conflict of interest in performing the proposed work.

Willdan Engineering is located at 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746, phone: (562) 908-6200. Mr. Salvador Lopez Jr., our proposed Project Manager, is authorized to bind the firm to this proposal and any further proposed agreements and will be the City's main point of contact. He can be reached at the following:

Salvador Lopez Jr.
Willdan Engineering
13191 Crossroads Parkway North, Suite 405, Industry, CA 91746
☎ (562) 364-7600 | 📠 (562) 695-2120 | ✉ slopez@willdan.com

Willdan's commitment is to provide the highest degree of value to the City of Lawndale. We appreciate the opportunity to present our experience and qualifications and are excited to possibly expand our working relationship with the City.

Should you have any questions or need additional information, please contact me at (562) 364-7600, or via email at slopez@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

A handwritten signature in black ink that reads "Salvador Lopez Jr." in a cursive script.

Salvador Lopez Jr.
Director of Planning

910005/WW.00.40/P21-094_21644

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1. Technical Proposal

Executive Summary

Willdan has kept meticulous files consistent with HUD stated performance levels. This is due largely to the work of **Mr. Timothy C. Colón** and **Ms. Jane Freij** who would provide the City with the high-level program administration and labor compliance services requested. Our proposal demonstrates the advantages Willdan personnel will bring to this assignment and how the City can benefit from having us as an integral part of its team. We believe that our team is uniquely well qualified to provide these professional services to the City for the following reasons:



Extensive Grant Management and Administration Experience — Willdan provides assistance with the overall management of grants including Federally-funded programs. Our employees understand the grant cycle from the proposal stage to the grant/contract close-out process. Willdan has administered all aspects of the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs for municipalities and is operating CDBG- and HOME-funded residential and/or commercial rehabilitation programs in a number of cities.



Strong Project Management Team — **Mr. Sal Lopez Jr.** will act as the primary contact for the City. He has more than 21 years of professional planning experience that has involved public and private sector employment. His experience spans all aspects of planning, including housing and community development, current, advance, and environmental planning, as well as active transportation planning. He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.

Mr. Colón has 20 years' experience at the federal and local level drafting, reviewing, and aligning program policies and HUD regulations pursuant to 24 CFR 570, Federal Register Notices, and HUD CPD notices. Mr. Colón is knowledgeable in CDBG program planning and Action Plan development.

Ms. Freij has over 30 years of experience providing oversight of labor compliance monitoring services for various federally funded projects under HUD, FHWA, FTA, and EPA. Under Ms. Freij's guidance, Willdan has developed an extremely efficient compliance management system that is unparalleled in the country, maximizing efficiency and minimizing cost, thereby providing clients with a high level of comfort about the progress of their projects at a reasonable price.



One-Stop Resource with Range of Capabilities — We can undertake any conceivable CDBG and HOME related assignment the City may encounter. Our team's past assignments include a wide range of tasks including preparation and review of environmental assessments, implementation of CDBG/HOME housing projects, labor compliance, financial and performance reporting, and the review, selection and monitoring of sub-recipients and contractors.

We have oriented our practice to support the agency's grant compliance, budget targets and performance priorities consistent with HUD, OMB Circulars, and State and local requirements.

Our Proposed Management Team offers the City a collective 70+ Years of Experience

Willdan's diverse team includes planners, housing, and financial professionals.



Project Understanding

As a participant in the Los Angeles Urban County Community Development Block Grant (CDBG) Program for CDBG Fiscal Year 2021-2022, the City of Lawndale anticipates receiving approximately \$326,861 in CDBG funds. Mr. Colón and Ms. Freij will work with City staff to administer its CDBG Program and work closely with Public Works staff to ensure that CDBG projects are implemented and completed in a timely fashion. The City is seeking a consulting firm to provide assistance with their CDBG Program Implementation and Administration and Labor Compliance Services with two possible one-year extensions (for a total of three years) in order to ensure the City's proper and timely expenditure of program funds and compliance with other regulatory program requirements.



Project Approach

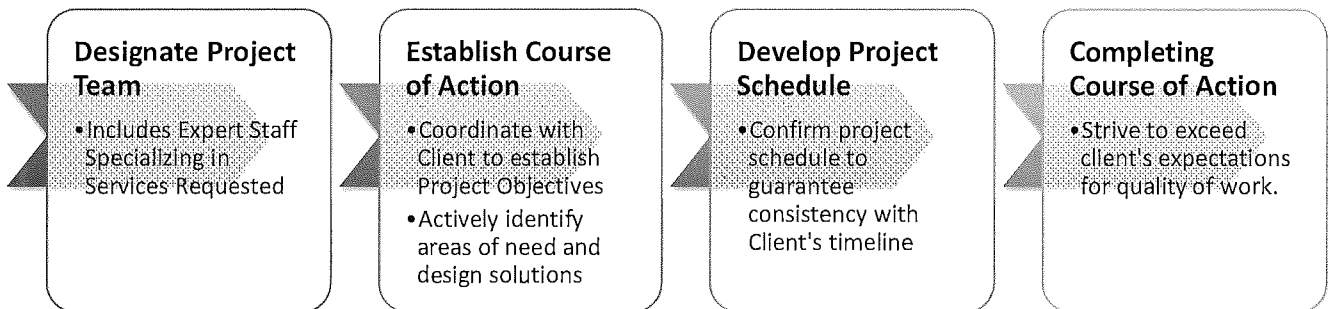
Our project approach begins with **designating a complete project management team**. Each project management team will be led by a principal representative with full authority to direct operations and commit resources. In addition to the principal representative, the management team will include expert staff specializing in the type of service requested. Our array of in-house experts allows Willdan to develop a specialized management team for each requested project. In addition, Willdan's size gives us the flexibility to undertake large projects and projects on a compressed time schedule. If a project arises that requires immediate or extra attention, Willdan's flexibility allows tasks to be rapidly delegated to an expanded team of staff members. This ensures that the project will receive appropriate attention to detail and be completed in a timely fashion.

The first task of Willdan's delegated project management team will be to **establish a course of action**. This task will begin by coordinating with the City of Lawndale to identify specific project objectives. With these objectives in mind, our experienced professionals will actively identify areas of need and design solutions to address these needs. Our policy of open and often client coordination will ensure the established course of action and will be consistent with the City's goals.

Once the course of action is established, **Willdan will develop a project schedule**. Each project schedule will be developed with the City's project completion date in mind and will include a critical path and measurable milestones to ensure the project completion date is met. All project schedules will be submitted to the City to guarantee consistency with the City's timeline.


In **enacting and completing the course of action**, Willdan strives to exceed client expectations for quality of work. Willdan has a history of completing projects on time, within budget, and beyond industry standards. We are committed to providing this level of service to the City. As such, Willdan will follow-up with the City to gather feedback on the City's satisfaction with the project, and to identify methods to improve future service.

The following page details Willdan's scope of work for performing the work requested in the City of Lawndale's RFP.



Scope of Services

Below is Willdan’s Scope of Services. All tasks shall be performed in conformance with Federal and State requirements while adhering to program benchmarks.

	Willdan’s Tasks
	<p><u>CDBG Administration and Implementation</u></p> <ol style="list-style-type: none"> 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 timelines 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 Commission 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 Commission (CDC) (ex. Contract/Subcontract Activity Report, Labor Standards Report, etc.). 12. Perform liaison functions between the City and the Community Development Commission. 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 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.



Willdan's Tasks

Labor Compliance

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 delivered to the City.
3. Meet with City staff, LA County CDC, 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 including:
 - a. Assist and advise Project Construction Manager in the preparation of the Wage and Labor requirements sections for the Construction BID Documents.
 - b. Determine the specific labor standards parameters applicable for each construction project.
 - c. Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs.
 - d. Ensure that the Federal Labor Standards Provisions (HUD-4010 form) are incorporated in specifications and/or contract(s).
 - e. Ensure that the DOL Wage Decision is incorporated in project specifications and/or contract(s).
 - f. Ensure that the wage determination is current at bid opening or other appropriate date.
 - g. Verify the contractor's eligibility to contract with Federal and State agencies.
 - h. Conduct meetings to inform contractors of wage and reporting obligations.
 - i. Identify and initiate requests for additional work classifications and wage rates as needed.
 - j. Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce (including apprentices) conforms to the applicable Wage Decision.
 - k. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.
 - l. Notify the prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
 - m. 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.
 - n. Identify violations and investigate complaints of underpayment to workers.



Willdan's Tasks

- o. Submit a Labor Standards Violation Report and 5.7 Enforcement Report to CDC for complaints involving underpayments to workers.
- p. Refer cases for informal review and/or make recommendations for debarment.
- q. Require escrow accounts to ensure payment of outstanding wages.
- r. Dispose of escrow accounts in a timely manner in accordance with Federal Regulations and CDBG Contract and Labor Compliance Guidelines.
- s. Maintain a Labor Standards Administration & Enforcement file and document all activities.

Willdan understands that all work items will be carried out in conjunction with City staff direction, input, and review.

Methodology

Program Objective

Willdan is proposing to provide to the City of Lawndale the appropriate range of services needed to assist the City with the general administration of its CDBG Programs in order to ensure HUD compliance and allow City staff to direct their attention and efforts to the many other tasks required of them. Willdan will provide these services to minimize demands upon the time and effort of City staff. Willdan's technical approach to assisting with the administration of the City's CDBG-funded projects/programs involves assigning a well-qualified team, under the direction of a senior member of our staff, to provide the services being requested by the City. Our designated CDBG Administration Manager, Timothy Colón, will take the lead in providing CDBG administration services and report directly to the department manager in delivering the desired services. He will also be responsible for delegating specific tasks to the other team members, as necessary, and monitoring their performance.



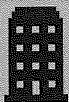
Progress Reports

Willdan shall provide progress reports on a monthly basis, unless a shorter interval for reporting is requested by the City. These progress reports shall include progress on each deliverable, as well as an estimated completion date. Should any impediments be encountered throughout the implementation process, that data shall be included as well. Our team is more than happy to monitor/tailor progress reports to meet the City's needs.



Communication Plan

Prior to commencing administrative CDBG program functions, the Project Manager will meet with City staff to ensure that all information pertaining to the City's goals and objectives are heard and understood. Thereafter, a clear action plan/timeline will be coordinated with staff to properly reflect completion dates and milestones for all deliverables. Simultaneously, our Project Manager will develop a strategy to effectively maintain an open channel of communication to furnish up-to-date information pertinent to the overall administration and oversight of the CDBG programs. Our team will also coordinate with City staff to determine the best method for data sharing in order to perform various CDBG-related tasks.



Understanding of City Operations

It is our goal to become an extension of the City of Lawndale team and to take on any tasks or projects that may be required in accordance with CDBG operations. To effectively do so, our team will take the necessary steps to become fully familiarized with City operations as they pertain to overall CDBG



administration. Although federal implementation guidelines for the CDBG and HOME Programs are generally consistent, our team understands that compliant implementation of those activities must be tailored to meet the specific needs of the City, as well as its internal operations.



Coordination with HCD

Our team will promptly communicate with the City of Lawndale's State Department and Community Development Housing (HCD) representative to acquire up-to-date data and information related to any pending or outstanding items. Our goal is to ensure that the City is responsive in maintaining a positive rapport with the HCD office. Thereafter, a consistent line of communication will be maintained with the HCD office to demonstrate the City's commitment to successfully implementing all CDBG-related activities. Any communication of consequence that arises will be conveyed to corresponding City staff in a timely manner.



Public Outreach

Clear communication with residents and city stakeholders is essential to the effective administration of a CDBG program/project. Our team is committed to developing a comprehensive understanding of the Community's housing and public service needs by becoming knowledgeable of the City's demographic information, understanding the goals and ambitions of the residents, and identifying key stakeholders.



CDBG Administration

Willdan staff will provide guidance for the administration and implementation of the City's CDBG-funded activities, including determining project eligibility, maintaining accurate/complete project files and required program documentation, as well as monitoring of programs to assure compliance with all federal, state, and local regulations and procedures. Work with the City's Financial Department to prepare final drawdown for prior fiscal year projects, collect and report quarterly and year-end accomplishments, prepare and submit cycle reports, which may include Quarterly Cash Transaction Reports, Semi-Annual Labor Standards Compliance Reports, Contract/Subcontract Activity Reports, MBE Activity Report, etc. Prepare staff reports and presentation materials, if requested by the City, for the CDBG public hearings, and attend public hearings with City staff.

Complete drawdown requests on a regular basis in accordance with City operational processes for the reimbursement of expended funds reported in the LACDA's grant systems, maintain an ongoing record of draws for each activity, receipt of program income, and regularly input project/program accomplishments into the reporting system. Prepare National Environmental Policy Act (NEPA) Environmental Review documents via the Environmental Service Review (ESR) for new fiscal year CDBG projects. Address any other administrative item that requires attention with a solid sense of priority and care (e.g., requests for proposals, contracts, etc.).



Customer Service

The Willdan team is not only committed to maintaining the highest quality of service for the City of Lawndale external customers, but just as importantly, for its internal customers. Our mission is to actively put forth efforts to develop and nurture positive working relationships with City staff in order to foster the spirit of teamwork. Effective collaboration with City staff is essential to our success in providing the best CDBG services for the community.



Estimated Timeline

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. We have administered all aspects of the Community Development Block Grant (CDBG) programs for municipalities and are operating CDBG funded residential and/or commercial rehabilitation programs in a number of cities.

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements and have established sound practices and procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and creative approaches to addressing grant deadlines. Additionally, our staff applies technical and creative approaches to addressing administrative issues that arise. Below, you will find a comprehensive timeline that breaks down each administrative task for your City by month. These projections are subject to vary based on the current status of each existing CDBG project.

2021-22 CDBG Program Year Timeline	
Date	Task
Month 1	Meet with the Community Development Director, as well as pertinent City staff, to acquire the following: relevant program operation information, program guidelines for all on-going CDBG Programs, status of current financial drawdowns for previous year projects/programs, current/pending items to be addressed (if any), departmental goals and objectives for each project/program. Develop effective communication system with City staff to maintain efficient progress for each CDBG program. Contact assigned CDBG Program Manager and acquire information on any pending items, if any. Gather all necessary information needed to submit funding requests for FY 2021-22 in anticipation of final program year close out.
Month 2	Verify that all on-going CDBG Programs/Projects are well-underway and ensure program guidelines are being followed. Ensure any remaining program/project costs from FY 2021-22 program year are submitted via funding requests prior to closeout. Prepare and submit funding requests for costs incurred. Continue Section 108 Loan efforts by coordinating all necessary processes including, but not limited to, finalizing preparation of the application, presentation of the necessary resolution to the City Council and authorizing submission of an application of the Section 108 Loan.
Month 3	Begin coordination of data collection for Quarterly Performance Reports for Quarter 1 (Jul-Sept). Prepare and submit funding requests for incurred costs during the month of August 2020. Prepare and submit Semi-Annual Labor Standards report for Period 2. Pending approval of the Section 108 Loan, Willdan staff will commence preparation of all necessary initial environmental documentation (ESR) for the John Anson Ford Park Aquatics Center. Prepare initial role and responsibility schedule, commence initial project management, processes and coordinate initial steps with labor compliance staff to ensure all preconstruction requirements are effectively initiated.
Month 4	Discuss and develop program budget for FY 2021-22 Program Year. Develop presentation timeline in preparation of project approval processes. Prepare and submit funding requests for incurred costs during the month of September 2020. Generate and Publish Public Hearing Notice for CDBG FY 2021-22 projects. Continue effective project management of the Aquatics Center and ensure any requests of



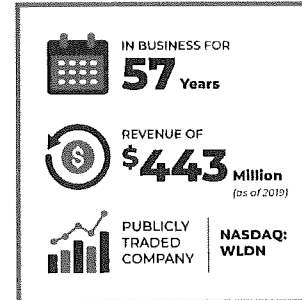
2021-22 CDBG Program Year Timeline	
Date	Task
	the LACDA are met throughout the remainder of the program year and likely subsequent program year as this would likely be a 2-year project unless otherwise stated by the City.
Month 5	Draft agenda report for Council presentation of all CDBG projects during Public Hearing. Begin coordination of data collection for Quarterly Performance Reports for Quarter 2 (Oct-Dec). Prepare and submit funding requests for incurred costs.
Month 6	Begin coordination of data collection for Quarterly Performance Reports for Quarter 2 (Oct-Dec). Prepare and submit funding requests for incurred costs.
Month 7	Complete and submit Quarterly Performance Reports for Quarter 2. Assess the progress of each CDBG project to evaluate whether or not they are on track to meet a minimum of 80% of their proposed accomplishments. Prepare and input Planning Summaries for FY 2021-22 CDBG Projects. Gather all necessary supplemental documentation for Planning Summary approval by LACDA. Gather data and prepare Environmental Service Requests (ESR's) for construction projects, if needed. Submit final Planning Summaries and corresponding City documents for LACDA approval before the February 1, 2022 deadline. Prepare and submit funding requests for incurred costs.
Month 8	Monitor budget drawdown for each project in anticipation of the CDBG annual drawdown deadline on March 30, 2022. Evaluate the overall status of each project and determine if there is a need for project amendments prior to the end of the program year. Prepare and submit funding requests for incurred costs.
Month 9	Evaluate progress of each project and establish feasibility of activity accomplishments prior to the end of the program year. Develop strategy to complete any outstanding items before June 30. Begin coordination of data collection for Quarterly Performance Reports for Quarter 3 (Jan-Mar). Prepare and submit Semi-Annual Labor Standards report for Period 1. Prepare and submit funding requests for incurred costs.
Month 10	Complete and submit Quarterly Performance Reports for Quarter 3. Submit pending project amendments prior to the May 1, 2022 deadline. Prepare and submit funding requests for incurred costs during the month of March 2022. Submit pending project amendments prior to the May 1, 2022 deadline.
Month 11	Prepare and submit funding requests for incurred costs during the month of April 2022. Begin review and coordinate execution of annual CDBG Cooperation Agreement and individual project Exhibit A's, as they become available. Initiate close-out process for each current CDBG project.
Month 12	Develop strategies and commence preparation for implementation of FY 2021-22 CDBG projects. Prepare and submit funding requests for incurred costs during the month of May 2022. Gather data, prepare, and submit Quarterly Performance Reports (quarterly and annual narratives) for Quarter 4. Gather all necessary financial/purchasing information needed for any outstanding funding requests in anticipation of the program year's financial close out in the month of August.



2. Management and Staffing

Firm Qualifications

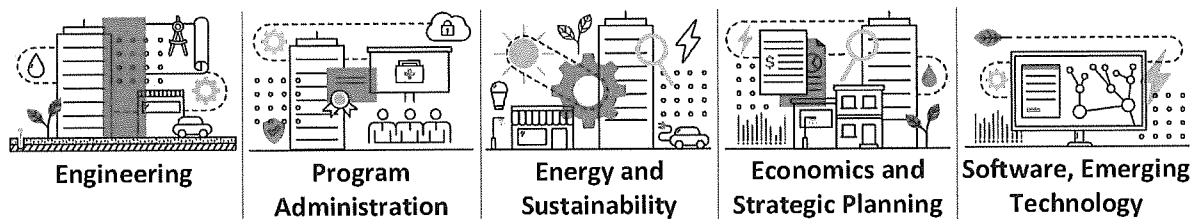
Willdan Engineering, a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients’ planning, engineering, financial, economic, public facility, public safety, and energy sustainability solutions.



Today, Willdan operates out of multiple offices located throughout the United States – including our local office near the City of Lawndale (City of Industry). We have supported implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 90 percent of the cities and counties in California. In the area of specialties, Willdan has a vast background in city engineer, traffic engineer, and building official staff augmentation; administration; development review; public works permitting and inspection; roadway design; construction management; and long-term planning which includes development of capital improvement plans, improvement districts, funding plans, development master plans, safe route to school planning, facility master plans, and CEQA and NEPA environmental review documentation.

Overall Capabilities

Willdan has historically concentrated our efforts on public works engineering for cities, counties, and special districts. Since 1964, we have evolved into a professional consulting firm offering a broad array of services that provide a comprehensive and integrated approach to our clients’ needs. Willdan possesses expertise in most facets of the public sector marketplace. The varied experience and background of our staff are an added value of our services. No other firm matches Willdan’s combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City of Lawndale’s one-stop resource to meet virtually any service need.



Areas of Expertise, Experience, and Training

Throughout our 57-year history, Willdan has served as a full-service, multi-disciplinary firm based in Southern California with satellite offices throughout the United States. We specialize in consulting engineering and planning services for governmental agencies. We support implementation of community vision through planning, engineering, construction management, building safety, staff augmentation, and financial consulting. In addition, Willdan offers a full complement of project management, analysis, design,



permitting and funding assistance, construction management, and other project support activities necessary for a sustainable project. Our staff of experts includes specialists in:

- Environmental Planning
- Staff Augmentation
- Housing Development and Implementation Strategies
- Financial Consulting
- Grant Administration
- Water and Wastewater Engineering
- Cost Allocation Plans
- Construction Management and Inspection
- Urban and Regional Planning
- Landscape Architecture
- Civil Plan Review
- Labor Compliance

Housing and Community Development

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. We have administered all aspects of the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs for municipalities and are operating CDBG- and HOME-funded residential and/or commercial rehabilitation programs in a number of cities. Our community development staff has procured grants and other forms of funding from the Department of Housing and Urban Development (HUD) and the State Department of Housing and Community Development

(HCD) for a variety of purposes, including housing rehabilitation, first-time homebuyer assistance, and public works/community facility projects. Our staff has also conducted a wide range of housing studies, including inventories and analyses of potential housing sites, housing condition surveys, housing element updates, and affordable housing strategies.

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and works efficiently to comply with grant program deadlines. Additionally, our staff applies sound technical and creative approaches to addressing grant administration issues that arise. We have developed good working relationships with the respective funding agencies, including HUD, HCD, and LACDA. Our staff regularly attends workshops and seminars sponsored by these agencies in order to remain current with their regulations and procedures.

Grant Administration

Effective grant administration is essential for the successful management and performance of the City's various CDBG funded projects. Further, with the release of the "Uniform Guidance" by the U.S. Office of Management and Budget (OMB) on December 26, 2013 (codified at 2 CFR Part 200), Willdan understands the need to ensure that grant operations are efficient, accurate, and transparent. Our staff has developed several assessment tools and templates designed to assist grantees in implementing and adhering to HUD guidelines and also OMB administrative requirements.



Housing & Community Development Expertise

- Community Development Block Grant (CDBG)
- Home Investment Partnerships (HOME)
- Department of Housing and Urban Development (HUD)
- State Department of Housing and Community Development (HCD)
- Housing Rehabilitation
- First-Time Homebuyer Assistance
- Public Works/Community Facility Projects
- Wide Range of Housing Studies



Willdan's staff has gained experience in the following areas:

- Proficient use of the Integrated Disbursement Information System (IDIS) and Disaster Recovery Grant Reporting System (DRGR);
- Financial and performance reporting through the Consolidated Annual Performance Report (CAPER);
- Sub-recipient monitoring in accordance with applicable OMB Circulars and enabling grant statuses;
- Annual single audit preparation;
- Technical assistance to provide guidance in the interpretation of the Code of Federal Regulations and Circulars, as well as appropriate use of federal funds, etc.;
- Grant proposal coordination and budget preparation;
- Documentation of procedures and training of staff and sub-recipients;
- Presentation of reports to executives and council/board members; and
- Coordination across multiple agency stakeholders including city staff, elected officials, HUD, and other consultants to advise on the status of funding and to ensure earmarking requirements are met.

Our staff is well qualified to provide the services the City of Lawndale seeks based on their education, career training, and work experience. As this broad experience indicates, our staff has worked in a wide range of multi-cultural communities and has the experience and knowledge to successfully implement programs in politically and culturally diverse cities.

Labor Compliance Services

Since its formation in 1964, Willdan has performed a variety of engineering functions on a contract basis in numerous cities and other governmental agencies. In this capacity, the firm has in-depth experience working within federal, state, county, and local requirements to provide contract administration and compliance services for all types of projects.

This broad exposure provides insight into the multitude of special cases and circumstances that can arise. On a continuous basis, Willdan has provided labor compliance monitoring and enforcement services for public works projects. Many projects have been audited directly by federal and state authorities and have received the government's highest approval.

We have completed Labor Compliance monitoring and enforcement assignments for public agencies throughout California.

Experience with City of Lawndale:

- ✓ *Sidewalk & Concrete Reconstruction Project, CDBG No. 600886-06*
- ✓ *Street Improvements on Larch Avenue, CDBG No. 600887-06*
- ✓ *Street Improvements on Larch Avenue, Phase II, CDBG No. 601029-07*
- ✓ *Concrete Improvements, Area III, CDBG No. 601046-07*
- ✓ *Concrete Improvements, Area VI, CDBG No. 601081-08*
- ✓ *145th Street & Manhattan Beach Alley Improvements, CDBG 601421-11*



Currently, Willdan is retained or has been retained by the following agencies to provide labor compliance services on a variety of public works projects funded by local, county, state, and federal grants:

Current Contracts		Previous Contracts	
* Bell	* Orange	* Agoura Hills	* Mariposa County
* Bellflower	* Paramount	* Anaheim	* Maywood
* Brea	* Pico Rivera	* Artesia	* Monterey Park
* Carritos	* Rancho Palms Verdes	* Azusa	* Orland
* Cudahy	* Rialto	* Bell Gardens	* Palm Springs
* Davis	* Ridgecrest	* BrightView Landscape Development	* Pinole
* Downey	* Rolling Hills Estates	* Burbank	* Placentia
* El Monte	* Sierra Madre	* California City	* Pomona
* Elk Grove	* Simpson Arbor Restoration	* Calimesa	* Rancho Santa Margarita
* Fillmore	* SL Residential	* Coachella	* Redondo Beach
* Grover Beach	* Snyder Langston	* Coalinga	* Rosemead
* Hawaiian Gardens	* South Gate	* Commerce	* Sacramento
* Highland	* Tulare	* Corona	* San Fernando
* Inglewood	* Venice Beach	* Foothill Transit	* San Gabriel
* La Puente	* Westlake Village	* Fremont	* San Marino
* Lakewood	* Whittier	* Gateway Authority	* Santa Monica
* Long Beach	* Yorba Linda	* Gateway Cities	* South El Monte
* Los Alamitos		* Hermosa Beach	* South Lake Tahoe
* Lynwood		* Huntington Park	* South Pasadena
* Norwalk		* Irwindale	* Temple City
		* La Cañada Flintridge	* Thousand Oaks
		* La Mirada	* Torrance
		* Lawndale	* West Covina
		* Manhattan Beach	* Winters
			* Woodland

Willdan currently serves as the third-party labor compliance officer for several multi-million-dollar joint-venture efforts between the City of Los Angeles and Skid Row Housing Trust to build affordable housing in downtown Los Angeles. These projects utilize LCPtracker, for which Willdan serves as the “prime approver.” Due to their complex funding structures, these projects also have a variety of reporting requirements, including Local Hire, Section 3, DBE/SBE/MBE; Willdan prepares and submits these reports to and on behalf of the City of Los Angeles.

To solidify our experience with government agency clients and our understanding of their requirements, Willdan has developed electronic procedure manuals with checklists and comprehensive instructions for monitoring labor compliance within the parameters of the various funding agencies’ guidelines. The manuals outline direct and specific procedures that are required of grantees and contractors for complete compliance and approval and are structured to provide for immediate updating as requirements continue to evolve.

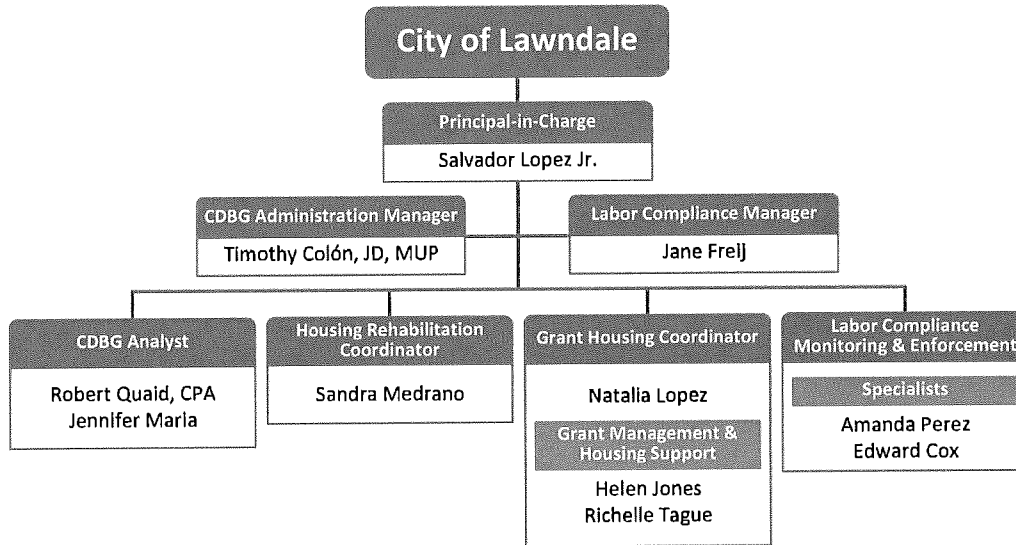
Sample forms and form letters have been developed for nearly all possible situations requiring correspondence; these forms are valuable tools for the timely management of contractors that are deficient in compliance with labor and contractual requirements. Through our system, Willdan implements projects effectively and efficiently, with complications in project advancement and funding approval virtually nonexistent.



Staffing Qualifications

Willdan has assembled a highly qualified project team. Willdan’s Director of Planning, Salvador Lopez Jr., will provide corporate oversight, ensuring that any staff members we place with the City perform to the City’s and Willdan’s expectations of excellence. **Mr. Lopez will be available to the City for any issue they need to discuss regarding Willdan’s work for the City.**

Organizational Chart



Proposed Staff

Our proposed staff exhibits a very personable yet professional style in working with City staff. The combination of team members provides the City with adequate staff coverage to meet both normal daily and any fluctuating program demands. Our team members are as follows:

Name and Role	Qualifications
Salvador Lopez Jr. <i>Principal-in-Charge</i> 21 Years’ Experience	<ul style="list-style-type: none"> ▫ Mr. Salvador Lopez Jr. will act as Principal-in-Charge. He is responsible for corporate oversight of the firm’s planning operations. ▫ His experience spans all aspects of planning, including housing and community development, current, advance, and environmental planning, as well as active transportation planning. ▫ He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.
Timothy C. Colón, JD, MUP <i>CDBG Administration Manager</i> 20 Years’ Experience	<ul style="list-style-type: none"> ▫ Mr. Timothy C. Colón will act as CDBG Administration Manager and will have primary responsibility for this project. ▫ Mr. Colón is experienced in reviewing and aligning program policies with HUD regulations under 24 CFR 570, the allocating Federal Register Notice, and HUD CPD notices. As a former HUD attorney, Mr. Colón has experience drafting CPD notices and guidance at the federal level. ▫ Mr. Colón is also knowledgeable in CDBG-DR program planning and Action Plan development.



Name and Role	Qualifications
<p>Jane Freij <i>Labor Compliance Manager</i></p> <p>30 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Ms. Jane E. Freij will serve as Labor Compliance Manager and is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. ▫ Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. ▫ As Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for projects with a variety of funding sources and requirements. She has specialized training in reporting requirements and fraud detection and prevention procedures.
<p>Robert Quaid, CPA <i>CDBG Analyst</i></p> <p>18 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Mr. Robert Quaid, CPA, will serve as the CDBG Analyst. He will apply his extensive financial management and grant experience necessary for the implementation and coordination of tasks outlined in the scope of services. ▫ In this role, he will oversee the work assignments of the supporting analysts, attend meetings with the City staff as necessary, and be responsible for work deliverables.
<p>Jennifer Maria <i>CDBG Analyst</i></p> <p>15 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Ms. Jennifer Maria will act as CDBG Analyst. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs. ▫ She has a working knowledge of HUD CDBG Program processes, procedures, financial requirements and labor compliance. She communicates effectively, has outstanding oral and written skills, and works well under tight deadlines—which facilitates a timely and effective response to City staff requests.
<p>Sandra Medrano <i>Housing Rehabilitation Coordinator</i></p> <p>18 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Ms. Sandra Medrano will act as Housing Rehabilitation Coordinator and is experienced in administering housing rehabilitation programs in various jurisdictions in the Southern California area. ▫ She is currently assisting the City of Temple City with operation of its Redevelopment Agency funded Housing Rehabilitation Loan and Grant Program.
<p>Natalia Lopez <i>Grant Housing Coordinator</i></p> <p>11 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Ms. Natalia Lopez will act as Grant Housing Coordinator. Ms. Lopez has provided on-call grant administration services to local agencies related to the Community Development Block Grant, Home Investment Partnership Act (HOME) and Emergency Solutions Grant (ESG) programs. ▫ Services provided include assistance in the design and development of the process required to solicit and select sub-recipients and developers for project inclusion in the Annual Action Plan, review of applications received, conduct community meetings, monitor funding limitations, and recommend funding awards to staff and City Council for approval.
<p>Helen Jones <i>Grant Management and Housing Support</i></p> <p>12 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Ms. Helen Jones will act as Grant Management and Housing Support. Ms. Jones has provided technical and compliance reviews of CDBG, HOME and ESG sub-recipient invoices presented to the City. Ms. Jones also conducted onsite monitoring of CDBG, HOME and ESG sub-recipients providing technical support in the review of contracts, Davis-Bacon



Name and Role	Qualifications
	prevailing wage compliance, Section 3 compliance and other HUD regulations affecting the program activity.
<p>Richelle Tague <i>Grant Management and Housing Support</i> 8 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Ms. Richelle Tague will act as Grant Management and Housing Support. Ms. Tague has provided review and evaluation of sub-recipient CDBG, HOME and ESG grant applications, invoice review, procedures development, preparation of cash drawdowns and budget progress reports for funded projects.
<p>Amanda Perez <i>Labor Compliance Specialist</i> 12 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Ms. Amanda Perez will serve as Labor Compliance Specialist. Ms. Perez has over 12 years' experience. She monitors labor compliance projects to ensure conformity to Federal and State regulations and regularly assists the manager with larger-scale labor compliance contracts. ▫ Ms. Perez conducts comprehensive audits of projects for the Director of Construction Management & Inspection Services for accuracy and compliance. She is experienced with methodical and precise technical and legal document editing and is proficient in conducting research from databases and other sources in the preparation of documents and for reporting to management.
<p>Ed Cox <i>Labor Compliance Specialist</i> 32 Years' Experience</p>	<ul style="list-style-type: none"> ▫ Mr. Edward Cox will serve as Labor Compliance Specialist. Mr. Cox possesses over 32 years of public works experience. As a Labor Compliance Specialist, Mr. Cox has been instrumental in validating the compliance of prime contractors and their subcontracted companies with prevailing wage requirements. ▫ Mr. Cox will provide payroll analysis and reconciliation services, reviewing and requesting compliance documentation from prime contractors and subcontractors and providing status report information for monthly reports to the City.

Resumes

As the following resumes illustrate, our team members collectively possess considerable experience in successfully administering all aspects of CDBG-funded projects/programs.



Salvador Lopez Jr.
Principal-in-Charge

Profile Summary

Education:	<ul style="list-style-type: none"> ▫ BS, Urban & Regional Planning, California State Polytechnic University, Pomona ▫ AA, Chaffey College
Experience:	21 Years

Mr. Salvador Lopez Jr. has over 21 years of planning experience that spans all aspects of planning, including current, advance, and environmental planning, as well as active transportation planning and housing and community development. He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.

Relevant Project Experience

Contract Planning Services, County of Sacramento, California. Program Manager responsible for overall contract services program management and oversight for staffing resources provided to the County. Staff planners assist with current, advance, and special project planning; environmental review; and on-call environmental planning services.

On-Call Planning Services, City of Willows, California. Program Manager responsible for overall on-call project assignment management and oversight for staffing resources provided to the City. Staff planners assist with current, advance, and special project planning; development project review; entitlement processing, including general plan and zoning amendments; CEQA document preparation and review; and other long-range planning activities. Representative projects include:

- Willows Gateway Application Processing and CEQA for a commercial/retail, hotel, and service station developments adjacent to agricultural lands.

Fortin Street Development Application Processing and IS/MND, City of Baldwin Park, California. Project Manager responsible for overall project management and oversight to process an application and prepare an initial study/mitigated negative declaration for a tentative tract map to subdivide four residential properties on 1.75 acres into 15 residential lots as a planned unit development.

Building and Safety Services, City of El Monte, California. Contract Planner. Contract planning services emphasizing discretionary case processing and long-range advanced planning programs. Professional land use and planning services; processing complex land use development projects; general administration of City-initiated planning work and studies; conceptual plans; reviewing and processing land use entitlement applications; preparing General Plan text or map amendments; preparing or amending Specific Plans; preparing Zoning Code text or map amendments; preparing initial studies under the California Environmental Quality Act and related environmental documents; preparing staff reports, resolutions and ordinances.

Special Project Planning Services, City of Artesia, California. Program Manager responsible for overall on-call project assignment management and oversight for staffing resources provided to the City. Serves as Case Planner responsible for reviewing and processing land use entitlement applications; preparing general plan text or map amendments, preparing or amending specific plans, preparing zoning code text or map amendments, and preparing related environmental studies. Performance of these responsibilities requires expertise and knowledge in general plan compliance and implementation, CEQA/NEPA conformance, project management, and general planning procedures. Representative projects include:

- Artesia Live Application Processing, Specific Plan, and IS/MND Phase I
- Artesia Live Application Processing, Specific Plan, and IS/MND Phase II



Planning Services, City of Hawaiian Gardens, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with processing development applications and other day-to-day planning activities, including – but not limited to – land use entitlements, special projects, CEQA administration, casino project management, and successor agency management.

Contract Planning Services, City of Long Beach, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with current planning, advance planning, special projects planning, development project review, entitlement processing, CEQA document preparation and review, historic assessments, community outreach, and other long-range planning activities.

On-Call Planning Services, City of El Monte, California. Contract Planner responsible for contract planning services emphasizing discretionary case processing and long-range advanced planning programs. Programs involved land use planning; complex land use development projects; general administration of City-initiated planning work and studies; conceptual plans; land use entitlement applications; general plan, specific plan, and zoning code updates and map amendments; and initial studies under the California Environmental Quality Act and related environmental documents. Responsible for preparing all associated staff reports, resolutions, and ordinances.

Contract Planning Services, City of Cudahy, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff provides full-time contract planning services for the City's Planning Division, as well as for the Interim Community Development Director.

Evan Brooks Associates. Senior Planning Associate. Serve in the areas of land use planning, non-motorized and active transportation planning, health and sustainability planning, project management and grant writing. Responsible for providing on-call planning services and coordination of planning activities for client cities. Provide planning project review services including design review, land use entitlements including, but not limited to, general plan amendments, specific plans, zoning code amendments, etc. Project management services for current and advance planning programs, policy development, environmental studies, traffic studies, local/state/federally funded grants, specific plans, planned developments, residential developments and document preparation including staff reports and technical studies. Community outreach services for project or program specific projects, including print and on-line communications, visioning workshops, inter-governmental agency collaborations, and public opinion surveys. Represent planning staff at public meetings and present planning and zoning projects to various planning commissions, city councils, government agencies and community groups. Lead, coordinate and manage all planning/municipal services staff and provide staffing evaluation services.

City of Baldwin Park, California. Associate Planner/Acting Principal Planner/Assistant Planner/Planning Technician responsible for current, long-term and advance planning activities, analyze and compile technical data, research and prepare staff reports for Planning Commission and City Council. Process Plan/Design Reviews, plan checks and any applicable entitlement. Interpret planning procedures and zoning requirements, prepare environmental documents, conduct a variety of general plan and zoning code amendment and planning studies, make policy recommendations, develop requests for proposals, manage contract compliance for grants and professional services and act as staff liaison between the City Council and consultants. Supervise and direct sensitive, significant and controversial planning projects and grant programs. Administer Design Review and the Planning Commission Meetings. Collaborate with policy makers, civic leaders and advocates. Train and instruct staff, assist in managing and coordinating the activities of the Planning Division.



Timothy C. Colón, JD, MUP
CDBG Administrative Manager

Profile Summary

Education:	<ul style="list-style-type: none"> ▫ <i>University of Minnesota, Minneapolis, MN - Juris Doctor</i> ▫ <i>University of Kansas, Lawrence, KS, Master of Urban Planning</i> ▫ <i>University of Minnesota, Morris, MN, Bachelor of Arts, Political Science</i>
Experience:	20 Years

Mr. Timothy C. Colón is a Willdan Engineering CDBG Analyst with 20 years of experience. Mr. Colón is experienced in reviewing and aligning program policies with HUD regulations under 24 CFR 570, the allocating Federal Register Notice, and HUD CPD notices. As a former HUD attorney, Mr. Colón has experience drafting CPD notices and guidance at the federal level. Mr. Colón is also knowledgeable in CDBG-DR program planning and Action Plan development.

Relevant Project Experience

CDBG-CV Program Administration, City of Torrance, California. CDBG Administrative Manager. Willdan is providing assistance to a Los Angeles Urban County Community Development Block recipient to create and administer a CDBG-CV funded rental assistance program alleviate the Covid -19 rental housing crisis.

NSP Closeout, City of Moreno Valley, California. CDBG Administrative Manager. Willdan is providing assistance in administering HUD funded programs: Neighborhood Stabilization Program (NSP) and the HOME Investment Partnership Program. Facilitating the NSP1 Grant closeout process.

CARES Program Administration, City of Temple City, California. CDBG Administrative Manager. Willdan is administering and implementing the Emergency Small Business Assistance Program funded by the CARES Act.

Tetra Tech, Houston, Texas. Program Manager/Subject Matter Expert - Housing Policy and Disaster Recovery. Draft, review and align program policies with HUD regulations under 24 CFR 570, Federal Register Notices, and HUD CPD notices. Provide policy and compliance training to staff and vendor personnel. Provide subject matter expertise for CDBG-DR program planning and Action Plan development.

US Department of Housing and Urban Development, New York, NY, Los Angeles, CA. Community Planning and Development Specialist, Office of Community Planning and Development – Disaster Recovery and Special Issues Division. Advise on the application and interpretation of policies, rules, and regulatory provisions regarding use of CDBG-DR funds. Monitor and evaluate recipients of CDBG-DR funds and other CPD Programs. Analyze grantee information and determine compliance with applicable laws and regulations.

US Department of the Treasury, Washington, DC. Senior Policy Advisor. Supervisory position that involved managing the creation and implementation of a compliance framework administered across 56 participants and encompassing \$1.5 Billion, including risk assessment, sample testing, technical assistance, and on-site review. Led management team in establishing policies, objectives, and priorities, and developing action plans to accomplish program implementation. Developed appropriate guidance based on existing law, regulations, precedent and stakeholder input. Performed legal research and analysis providing oral and written advice, counsel, and opinions in regard to the laws, regulations, court decisions, and other precedents bearing on the legal issues involving or impacting Treasury and the State Small Business Credit Initiative, including appropriations law, agency authority, Constitutional law, conflicts of interest, project finance techniques, and expanding the scope of agency services.

US Department of Housing and Urban Development, Los Angeles, CA. Office of General Counsel – Office of Assisted Housing and Community Development and Los Angeles Field Office. Drafted and reviewed real estate transaction and loan documents regarding HUD insured housing and affordable development projects including operating agreements, leases, deeds, deeds of trust, loan agreement and promissory



notes. Advised program staff with legal analysis and interpretation of laws governing programs including HOME, CDBG, BRAC, ICDBG and others. Provided legal and policy interpretations to program administrators regarding federal economic development and community development programs.

US Department of Housing and Urban Development, Office of Affordable Housing Programs, Washington DC. Drafted regulations and policies for the HUD Federal Housing Trust Fund. Drafted policy documents including federal regulations and federal notices for the HOME program including included formulating, explaining, and interpreting the policy based on applicable statutory law, federal regulations, and prior written guidance.

Office of Community Planning and Development – Los Angeles Field Office. Monitored and evaluated recipients of CDBG and HOME program funds. Planned, scheduled and conducted on-site reviews, analyzed information, coordinated group activities and recommended subsequent actions. Negotiated, formulated and implemented compliance recommendations in conjunction with the Office of the Inspector General to clear monitoring findings.

Office of Block Grant Assistance (CDBG). Assisted in the distribution of Neighborhood Stabilization Program (NSP) to assist communities severely impacted by the foreclosure crisis. Reviewed plans and developed recommendations to ensure compliance with NSP statutory requirements and program regulations including management controls, quality controls, and performance measures.



Jane E. Freij
Labor Compliance Manager

Profile Summary	
Education:	<ul style="list-style-type: none"> ▪ BA, Linguistics, University of Kansas ▪ Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles
Experience:	30 Years

Ms. Jane Freij is an experienced Project Manager with a proven record of profitability achieved through effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring and enforcement services for various federally funded projects under HUD, FHWA, FTA, EPA, as well as various State, County, and Locally funded projects. She has written, edited, and updated the Willdan Engineering labor compliance manual and has assisted various agencies in developing their internal procedure manuals for federal and state labor compliance. She has specialized training in reporting requirements, fraud detection and prevention procedures for federally funded projects, as well as Disadvantaged Business Enterprise (DBE) Program implementation and administration. Experience prior to joining Willdan includes 4 years with Edison Enterprises, where Ms. Freij served as Contract Administrator, developing and negotiating contracts for products and services, monitoring and enforcing contractual compliance, serving as risk management liaison, and managing a multi-state licensing project for an energy services subsidiary. Ms. Freij has a strong legal background, having served as a paralegal and senior paralegal for litigation attorneys in the areas of real estate, land development, and contract law.

Relevant Project Experience

Community Development Block Grant (CDBG) Labor Compliance, Various Cities, California. Responsible for providing supervisory federal and state labor compliance services for CDBG funded projects administered by the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Community Development Commission (LACDC) for the following agencies:

- | | | | |
|--------------------|-------------------|---------------|------------------|
| ▪ Cerritos | ▪ La Puente | ▪ Maywood | ▪ Sierra Madre |
| ▪ Commerce | ▪ Lakewood | ▪ Paramount | ▪ South El Monte |
| ▪ Grover Beach | ▪ Lawndale | ▪ Pico Rivera | ▪ South Gate |
| ▪ Hawaiian Gardens | ▪ Los Alamitos | ▪ Ridgecrest | ▪ Temple City |
| ▪ La Mirada | ▪ Mariposa County | ▪ Rosemead | ▪ Whittier |

Multiple Affordable Housing Projects, Los Angeles, Snyder Langston (SL) Residential. Ms. Freij has served, over the past five years, as the consulting Labor Compliance Officer for eight major housing projects, both rehabilitation and new construction, in downtown Los Angeles valued at over \$250 million. She was hired by the developer, SL Residential, to provide independent third-party labor compliance oversight, Section 3 enforcement, and Local Hire tracking and reporting services pursuant to the requirements of U.S. Housing and Urban Development (HUD) grants for affordable housing construction and state and local requirements. She has coordinated compliance efforts with the City of Los Angeles Housing and Community Investment Department (LAHCID) and the Housing Authority for the City of Los Angeles (HACLA). (January 2015 – current)

Multiple ADA Park Accessibility Projects, City of Cerritos, California. Ms. Freij serves as the Labor Compliance Officer for the City on a multi-year program to upgrade accessibility features and playground surfacing at all City parks. The projects are funded by Community Development Block Grants and require coordination with the Los Angeles County Community Development Authority (LACDA) for labor compliance and Section 3 compliance monitoring and enforcement. (January 2015 – current)



Citywide Street Improvements, City of Hawaiian Gardens, California. Multiple Fiscal Years. Ms. Freij serves as the City's Labor Compliance Officer for its annual street improvement projects, which use CDBG funds, and vary in annual cost from \$200,000 to over \$400,000. (March 2017 – present)

Lee Owens Park, City of Whittier, California. Ms. Freij is providing labor compliance monitoring and enforcement services to the City for this high-profile and complex park renovation project with a construction cost of \$1.4 million involving over a dozen subcontractors. (January 2020 – present)

Pio Pico Park Improvements, City of Pico Rivera, California. Ms. Freij was the independent Labor Compliance Officer for this \$600,000 improvement project using CDBG funds. (June 2019 – March 2020)

ADA Sidewalk Improvements Citywide, City of Pico Rivera, California. Ms. Freij served as consulting Labor Compliance Officer, monitoring and enforcing prevailing wage and Section 3 requirements for this \$260,000 CDBG-funded project. (February 2018 – November 2018)

ADA Improvements at Sierra Vista and Memorial Parks, City of Sierra Madre, California. Ms. Freij was the consulting Labor Compliance Manager for this \$134,000 CDBG funded project, administered by the LACDA. (April 2017 – July 2017)

Burns Community Center, City of Lakewood, California. Ms. Freij was the consulting Labor Compliance Officer for this CDBG-funded renovation and rehabilitation project with a construction cost of \$2 million and multiple subcontractors; she was responsible for labor compliance and Section 3 monitoring and enforcement activities, including a subcontractor training seminar. (July 2017 – July 2019)

Crossings at Cherry Orchard Affordable Housing, Anaheim, SL Residential. Ms. Freij was the consulting Labor Compliance Official hired by the developer, monitoring the labor compliance and Section 3 activities of three dozen subcontractors during the construction of a 45-unit affordable housing project in the City of Anaheim. The project had a construction cost of \$27,000,000, was funded by the U.S. Department of Housing and Urban Development (HUD), and had extensive Section 3 hiring/subcontracting requirements. (September 2012 – December 2013)

Federal Highway Administration (FHWA) Labor Compliance. Responsible for providing supervisory labor compliance services for FHWA funded projects for the following agencies:

- | | | | |
|--------------------|------------------------|-------------------------|--------------------|
| ▪ Baldwin Park | ▪ La Cañada Flintridge | ▪ Pico Rivera | ▪ South Gate |
| ▪ Calabasas | ▪ La Mirada | ▪ Placentia | ▪ South Pasadena |
| ▪ Coachella | ▪ Lakewood | ▪ Pomona | ▪ Thousand Oaks |
| ▪ Commerce | ▪ Maywood | ▪ Rancho Palos Verdes | ▪ Westlake Village |
| ▪ Hawaiian Gardens | ▪ Monterey Park | ▪ Rolling Hills Estates | ▪ Whittier |
| ▪ Huntington Park | ▪ Paramount | ▪ Rosemead | |

Proposition 84 Funded Projects Labor Compliance. Responsible for project management and supervisory labor compliance monitoring for the following agencies:

- | | | | |
|----------------|---------------|-------------------------|--------------|
| ▪ Agoura Hills | ▪ Lynwood | ▪ Rolling Hills Estates | ▪ South Gate |
| ▪ Bell Gardens | ▪ Norwalk | ▪ Santa Fe Springs | ▪ Vernon |
| ▪ Downey | ▪ Paramount | ▪ Signal Hill | ▪ Whittier |
| ▪ Highland | ▪ Pico Rivera | | |

Federal Transit Administration (FTA) Labor Compliance. Responsible for providing supervisory labor compliance services for FTA funded projects for the following agencies:

- | | | | |
|------------|--------------------|-------------|----------|
| ▪ Commerce | ▪ Foothill Transit | ▪ La Mirada | ▪ Rialto |
|------------|--------------------|-------------|----------|



Robert D. Quaid, CPA
CDBG Analyst

Profile Summary	
Education:	▫ Bachelor of Science, University of Southern California
Certifications:	▫ Certified Public Accountant
Areas of Expertise:	<ul style="list-style-type: none"> ▫ Grant Administration & Monitoring ▫ Cost of Service Studies ▫ BID Administration ▫ Statutory Financial Reporting ▫ Fiscal Analysis for User Fees and Rates ▫ Fund Audits ▫ Quality Review of Community Facilities, Lighting & Landscaping, and Assessment Districts
Experience:	18 Years

Mr. Quaid provides project management, procedural support and quality review for Willdan’s District Administration and Financial Services Consulting groups. Mr. Quaid also serves as the lead consultant for grant administration, cost of service and cost audits and as interim finance/administrative staff to client agencies. With more than 18 years of experience in the public finance industry, Mr. Quaid has participated in numerous cost service studies and construction cost audits. Mr. Quaid began his career as an auditor in 1976 with the international CPA firm formerly known as Haskins & Sells.

Relevant Project Experience

Grant Consultant Manager, City of Moreno Valley, California. As the lead grant consultant to the City, Mr. Quaid reports to the City financial operations manager and supervises a Willdan staff of three individuals supporting the City’s annual grant administration, monitoring and reporting activities. These activities include, among other things, reviewing, scoring and preparing council recommendation reports on the sub-recipient applications for the City’s annual CDBG, HOME and ESG entitlement awards, conducting pre- and post-award training sessions with sub-recipients, reviewing sub-recipient invoices for payment, and entering various information into the HUD Integrated Disbursement of Information System (IDIS). Mr. Quaid also oversees the preparation of the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER), plans and conducts the annual onsite sub-recipient monitoring, and interfaces with regional HUD representatives on technical issues for the City.

North City West School Facilities Financing Authority, CA – Administrator (2007 to the Present): As the administrator for the three member joint powers authority, Mr. Quaid works closely with the Executive Director and is primarily responsible for supervising the monthly administration, accounting and investment functions including processing of revenues and expenses in accordance with GAAP, coordinating debt service payments with the bond trustee, preparing quarterly Board agendas and financial reports, working with the independent CPA during the annual audit/compliance review, interfacing with the San Diego County Office of Education, filing mandatory/regulatory reports with the City of San Diego and the Securities and Exchange Commission and communicating with Board members, as needed.

Central Basin Municipal Water District, CA – Interim Financial Manager: As the District’s Interim Financial Manager, Mr. Quaid’s duties included working with the General Manager, department heads and District staff to develop the annual budget; provide an assessment of the finance department’s current staffing plan; work with staff in preparation of monthly budget versus actual reports for project managers for budget monitoring; work with staff in preparation of financial information to be included in the monthly Board reports; assist department staff with scheduled check runs and check requests; effectively manage cash flows; ensure compliance with IRS and SEC requirements on tax-exempt bond issues; review the District’s Long-Range Financial Plan with the General Manager; assist with the identification of necessary rates to meet District revenue requirements; provide financial market updates; attend regular monthly Board meetings, agenda meetings and department head meetings; and held regular office hours at the District office. Mr. Quaid also represented the District in a Bureau of Reclamation grant audit for the District’s recycled water pipeline providing necessary support for indirect costs allocated to the grant.



Jennifer Maria
CDBG Analyst

Profile Summary

Education:	<ul style="list-style-type: none"> ▫ <i>BS, Business Administration, Mount Saint Mary's University, Los Angeles, California (2015-Present)</i> ▫ <i>Mathematics in an Applied Science (Accounting), University of California, Los Angeles</i> ▫ <i>Certificate of Completion, Grant Writing & Administration, California State University, Dominguez Hills, Carson, California</i>
Experience:	<i>15 Years</i>

Ms. Jennifer Maria is a Willdan Engineering CDBG Administrator with 15 years of experience. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs.

Relevant Project Experience

Grant Administration Services, City of Moreno Valley, California. Special Projects Support. Ms. Maria currently assists in the provision of on-call grant administration services to the City for their CDBG, HOME, NSP and ESG programs. She primarily assists with the implementation of the NSP1, NSP3 and HOME funded affordable housing projects, while providing as-needed technical advisement for inquiries related to CDBG program implementation/administration.

City of Cudahy, California. CDBG Coordinator/Human Resources Manager. Maintained the duties associated with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs under the general direction of the Community Development Director. Monitored rules and administered, regulations, procedures, forms, applications, records, request for proposals, and reports in accordance with applicable federal, state and local laws, rules and regulations, as they applied to each individual CDBG Program. Developed, implemented and maintained program information, evaluation and reporting systems; prepared and submitted grantee performance reports, including project descriptions and program budgets. Maintained, prepared, and entered client data onto the CDBG Public Service and Housing Rehabilitation Modules for quarterly and annual reporting purposes. Conducted special studies and surveys, as need by the City, or as requested by the Los Angeles Community Development Authority (LACDA) for preparation of 5-year Consolidated Plan, Annual Action Plan, and CAPER. Assisted in the preparation of budgets, requests for proposals, and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG administration; served as primary contact for the City with LACDA. Prepared public hearing notices and staff reports for the City Council and attended/presented at City Council Meetings and/or City Planning Commission meetings. Reviewed/prepared CDBG funding request reimbursements (with and/or without supporting documentation), as needed by the Finance Department. Assisted the Finance Director with preparation for Financial Monitoring performed by LACD financial staff. Identified funding sources and prepared detailed proposals for various grant sources (i.e. data collection, research, narratives, budgets, scopes of work). Managed/tracked the return of Program Income for the Housing Rehabilitation Program. Processed reconveyance requests for past Housing Rehabilitation Program participants.

City of Cudahy, California. Administrative Assistant – CDBG Administration. Managed the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs under the general direction of the Community Development Director. Monitored rules and administered regulations, procedures, forms, records, request for proposals, and reports in accordance with applicable federal, state



and local laws, rules and regulations, as they applied to each individual CDBG Program. Developed, implemented and maintained program information, evaluation and reporting systems; prepare and submit grantee performance reports, including project descriptions and program budgets. Conducted special studies and surveys. Assisted in the preparation of budgets, requests for proposals and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG; principal contact with the Los Angeles County Community Development Commission. Prepared staff reports for the City Council and required to attend City Council Meetings and/or City Commission meetings as necessary. Reviewed CDBG Funding requests under the supervision of the Community Development Director and the Finance Director. Assisted the Finance Director with preparation for Financial Monitoring performed by CDBG. Identified funding sources and prepared grant proposals for various grants (i.e. data collection, research, narratives, budgets, scopes of work). Provided administrative support to Community Development Divisions (i.e., Planning, Building and Safety, Code Enforcement), as needed.



Sandra Medrano
Housing Rehabilitation Coordinator

Profile Summary	
Education:	<ul style="list-style-type: none"> ▪ <i>Masters of Art, Industrial Psychology (Human Resources), California State University, Los Angeles</i> ▪ <i>Bachelor of Arts, Psychology, University of California, Los Angeles</i> ▪ <i>Bachelor of Arts, Sociology, University of California, Los Angeles</i>
Experience:	18 Years

Ms. Sandra Medrano brings to Willdan Engineering over 18 years of experience in housing rehabilitation. Ms. Medrano is currently assisting the City of Temple City with the administration of their housing rehabilitation loan/grant program. Previously, she also assisted the Cities of Norco, Artesia and Paramount and the Bell Gardens and La Mirada Redevelopment Agencies with the operation of HOME and redevelopment set-aside funded housing rehabilitation programs, respectively. Prior to joining Willdan, Ms. Medrano provided housing rehabilitation services to several Southern California cities including Lake Forest, La Puente, and Mission Viejo.

In administering housing rehabilitation programs, her duties have included: managing the utilization of federal, state and local funds budgeted for housing rehabilitation purposes; interviewing qualified perspective applicants for HUD, HCD or Redevelopment Agency financial assistance; preparing work write ups and cost estimates; coordinating the solicitation of bids from contractors and the selection of contractors; overseeing the packing and processing of loan/grant documents; and conducting progress inspections of rehabilitation work.

Relevant Project Experience

City of Bell Gardens (CA) Redevelopment Agency – Ms. Medrano assisted with the operation of a Redevelopment Agency funded Housing Rehabilitation Loan and Grant Program.

City of Temple City, California – Ms. Medrano is currently assisting with the administration of the City’s CDBG Home Rehabilitation Program.

City of Norco, California – Ms. Medrano assisted with the administration of the City’s CDBG Home Rehabilitation Program.

City of Pico Rivera, California – Ms. Medrano recently assisted with the administration of the City’s CDBG Home Rehabilitation Program.

City of Grover Beach Gardens, California. Redevelopment Agency – Ms. Medrano assisted with the operation of a Redevelopment Agency funded Housing Rehabilitation Loan and Grant Program.

Cities of Artesia and Paramount, California, and La Mirada and Irwindale Redevelopment Agencies – Ms. Medrano’s responsibilities have included:

- Interviewing and qualifying perspective applicants.
- Performing on-site inspections of homes proposed for rehabilitation.
- Making specific recommendations on suitability of rehabilitation work proposed by homeowners.
- Reporting to and making recommendations to loan committees regarding individual applicants.
- Processing all deeds and loan paperwork required by city procedures.
- Assisting with selection of appropriate private contractors to perform work.
- Mediating between homeowners and contractors.
- Conducting progress inspections of rehabilitation work and requesting disbursement of contractor payments.
- Maintaining document files on all eligible applicants.



Natalia Lopez
Grant and Housing Coordinator

Profile Summary

Education:	▪ Associates Degree, Business Administration, San Bernardino Valley College, San Bernardino, California
Experience:	11 Years

Ms. Natalia Lopez is a Willdan analyst with 11 years of administration experience. Prior to joining Willdan, Ms. Lopez was employed by the City of Moreno Valley where she was responsible for assisting with the administration of the City’s Community Development Block Grant program.

Relevant Project Experience

City of Moreno Valley, California. Analyst I. Assisted in administration of the Community Development Block Grant (CDBG) program. Reviewed CDBG sub-recipient invoices and monthly statistical reports to ensure completeness and compliance with Housing and Urban Development (HUD) regulations. Tracked expenditures and performances of all CDBG sub-recipients. Processed invoices for payment with accounts payable. Routed sub-recipient agreement for insurance approval, final signatures, and final execution. Verified monthly CODE Enforcement Service Areas for CDBG eligibility using the City’s Geographic Information Systems database. Provided support with processing sub-recipient invoices for HOME and Emergency Solutions Grant (ESG). Assemble environmental review data documents for preparation of HUD Environmental Monitoring. Assisted in coordinating access to HUD Environmental Review Online System (HEROS) for corresponding individuals. Assisted in the coordination of the Technical Assistance Meeting for Grant Funding. Compiled performance data for inclusion in the Annual Action Plan. Prepared public notices for publication in the local newspaper. Gathered files required as part of the Citizens Participation Plan. Updated grants unit procedure manuals, forms, and databases. Maintained centralized filing system for all grant funded activities. Scanned, uploaded and created digital files. Prepared memorandums, letters, and emails. Assisted in preparation of home lien releases and reconveyances. Fielded phone calls from the general public regarding grant funded programs. Collaborated with multiple departments on assignments including City Attorney, City Clerks, Graphics, Facilities & Finance. Created, maintained, and updated forms, databases, logs, files, records, and reports for department use. Assisted in coordinating scheduled meetings, workshops, and training rooms as needed.

Hidden Valley Landscapes. Office Manager. Performed accounting functions via QuickBooks for Accounts Payable and Accounts Receivable. Conducted financial audits and budget analysis. Responsible for hiring, processing payroll, maintaining employee schedules, and employee audits for workers compensation claims. Maintained calendar, appointments, and meeting schedule. Submitted plans to City Building and Safety Department for building permits. Prepared letters for official correspondence. Maintained files, reports, and computer databases through confidential and accurate data entry. Provided general information to the public as first point of contact via phone or in person.

Balance Staffing. Human Resources Coordinator. Supervised and assisted 60 internal employees, and approximately 8,000 temporary employees. Resolved benefit related problems and maintained positive employee relations. Administered plans in accordance with federal and state regulations. Maintained OSHA log and databases that tracks incidents and status. Processed workers compensation claims; injury reports, medical documentations, return to work plans. Performed employment verifications, EDD Claims. Conducted E-Verify and background checks for new internal employees. Audited I-9s and maintained current files/records. Processed separation forms. Filed papers and documents into appropriate employee files. Assisted and prepared correspondence; processed mail.

ABE Fire Protection. Administrative Assistant. Performed general office duties: answering multi-line phone, filing, faxing, photocopy machine. Created proposals and invoices, prepared letters. Assisted CEO with daily



City of Lawndale

activities as needed. Responsible for document preparation for field technicians and followed up with technicians. Obtained city business licenses when needed. Completed submittals paperwork for projects; shop drawings, material data, samples, and product data.

Inland Fire Protection Inc. Administrative Assistant. Maintained company scheduling. Billed, faxed and mailed numerous invoices daily. Organized, filed, and retained customer documents. Assisted CEO and Supervisor with daily tasks. Responsible for document preparation for field technicians; Fire Sprinkler Reports, Extinguishers, and Fire Suppression System. Created proposals and assisted in sales.

San Bernardino City Hall. Human Resources Office Assistant. Conducted salary analysis survey. Scheduled and arranged correspondences for official meetings. Performed general office duties: answering multi-line phone, filing, faxing. Distributed mail throughout departments in a timely manner. Alphabetized, inputted, and filed classified client information.



Richelle Tague
Grant Management and Housing Support

Profile Summary

Education:	▪ Bachelor of Science in Business Administration (Emphasis in Accounting); California Baptist University
Areas of Expertise:	▪ Grant-Related Services ▪ Non-Profit Organization Accounting ▪ Database Management
Experience:	8 Years

Ms. Richelle Tague provides grant administration support for Willdan’s grant engagements. She provides review and evaluation of sub-recipient CDBG, HOME and ESG grant applications, invoice review, procedures development, preparation of cash drawdowns and budget progress reports for funded projects.

As an analyst within Willdan Financial Services, Ms. Tague assists in the research and analysis required to resolve local government financial issues related to district and grant administration, including database management, research of applicable laws and regulations, and report preparation.

Further, Ms. Tague is involved in auditing services, for which she has worked with a number of cities and developers related to the reimbursement of public facilities. She is also part of the on-call grant services team and is responsible for providing fiscal, reimbursement review, reporting, and budget support to agencies on an as-needed basis.

Ms. Tague came to Willdan with six years of combined finance and accounting experience. Prior to joining Willdan, she worked for the American Red Cross and was responsible for the day-to-day grant fiscal administration for federally funded programs, such as Community Development Block Grant (CDBG) and various National Emergency Grants (NEG). Previous services performed by Ms. Tague related to federal grants included:

- Preparation of drawdown requests;
- Accounts payable and payroll;
- Monitoring of grant expenditures and project milestones;
- Development of policies and procedures to implement new grants and projects; and
- Analysis and preparation of statistical information used for performance reporting (i.e., number of participants served, income levels, demographics etc.).

Relevant Project Experience

Grant Administration Services, City of Moreno Valley, California. Grant Administration Support. Ms. Tague assisted with the review of invoicing received by sub-recipients, preparation of the City’s Annual Action Plan, and the annual CAPER.



Amanda Perez
Labor Compliance Specialist

Profile Summary	
Education:	<ul style="list-style-type: none"> ▫ AS, Human Resources Management, Mount San Antonio College ▫ AS, Business Administration, Mount San Antonio College
Certifications:	<ul style="list-style-type: none"> ▫ Certificate of Achievement, Business Management I-III ▫ Certificate of Achievement, Human Resources Management I-III ▫ Certificate of Achievement, International Business I
Experience:	12 Years

Ms. Amanda Perez currently supports 15 engineers and prepares proposals, contracts, and other technical documents. She is responsible for issuing invoicing, progress payments, and schedules and for maintaining detailed, accurate records. She conducts comprehensive audits of projects for the Director of Construction Management and Inspection Services for accuracy and compliance. She is experienced with methodical and precise technical and legal document editing and is proficient in conducting research from databases and other sources in the preparation of documents and for reporting to management. She monitors Labor Compliance projects to ensure conformity to Federal and State regulations and assists the manager with larger-scale labor compliance contracts.

She previously served as Executive Assistant to the Vice President of Human Resources and HR Specialist. She was involved with documentation, training and development, audits, compensation and benefits, event planning, project management, and database maintenance for a multi-million-dollar communications firm.

Relevant Project Experience

ADA Transition Plan – Phase I, City of Ridgecrest, California. Willdan is providing project management, construction administration, and labor compliance services for this \$500,000 HUD/CDBG funded ADA Improvements Project, involving the removal and reconstruction of pavement, curb, gutter, and sidewalk with ADA-compliant improvements. Ms. Perez is the Labor Compliance Specialist in charge of monitoring the activities of the prime contractor and its subcontractors.

CDBG Pavement Improvements, City of Highland, California. Labor Compliance Specialist. Willdan is providing project management, construction administration, and labor compliance services on this \$700,000 HUD/CDBG project.

Residential Street Overlay, City of Hawaiian Gardens, California. Ms. Perez served as the consulting Labor Compliance Officer, providing labor compliance monitoring and enforcement services for this Community Development Block Grant (CDBG) project, with a project cost of approximately \$505,000, administered through the Los Angeles Community Development Authority (LACDA).

Skid Row Housing Trust, Los Angeles, California. Labor Compliance Specialist. Ms. Perez is assisting the Labor Compliance Officer in providing labor compliance monitoring and enforcement services for nine major affordable housing projects, both rehabilitation and new construction, in downtown Los Angeles, valued at over \$250 million. She receives and reviews subcontractor document submittals in support of certified payrolls that are entered into the LCPtracker electronic payroll system and the State DIR database; forwards documentation, as needed, to the City of Los Angeles; and provides guidance to subcontractor personnel regarding compliance requirements. The projects are subject to multi-jurisdictional oversight by local, county, state, and federal authorities.

Annual Street Resurfacing Project, City of Rolling Hills Estates, California. Labor Compliance Specialist. Willdan is providing project management, contract administration, and labor compliance services for the Annual Street Resurfacing Project.



Pavement Rehabilitation on Various Streets and Fishburn Avenue Improvement Project FY 17-18, City of Bell, California. Labor Compliance Specialist. Willdan is providing project management, contract administration, construction observation, utility coordination, material testing and labor compliance services for the Pavement Rehabilitation on various streets and Fishburn Avenue Improvement Project.

CNG and Electric Charging Station Upgrades, South Pasadena, California. Labor Compliance Specialist. Ms. Perez is assisting the Labor Compliance Officer and is providing labor compliance monitoring and enforcement services for the City's CNG and Electric Charging Station Upgrades project. The project comprised of CNG and electrical charging station upgrades in various locations throughout the City of South Pasadena.

Downs Street Widening, City of Ridgecrest, California. Labor Compliance Specialist. Willdan provided civil and traffic engineering design, environmental compliance, right-of-way acquisition, and bidding assistance and is providing resident engineering, construction management, inspection, quality assurance materials testing, federal funding administration, and labor compliance services for widening improvements to close a 1,500-foot gap between Ridgecrest Boulevard and Upjohn Avenue. The project's goal was to widen the narrow street segment to an ultimate width to match the other previously widened segments at both ends. The project was split into two phases – east and west – for funding purposes.

Traffic Signal at 12 Locations, City of Lynwood, California. Labor Compliance Assistant. Responsible for providing labor compliance services for this \$1 million traffic signal improvements project funded with Proposition C funds and subject to State of California Department of Industrial Relations (DIR) labor compliance and prevailing wage requirements.

Reconstruction of McGee Alleys, City of Whittier, California. Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, with a project cost of approximately \$225,000 and administered through the Los Angeles Community Development Authority (LACDA).

Sidewalk Improvements Citywide, City of Pico Rivera, California. Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, which involved removing and replacing ADA-compliant wheelchair ramps citywide and which had a project cost of approximately \$234,000 and was administered by the Los Angeles Community Development Authority (LACDA).



Edward Cox
Labor Compliance Specialist

Profile Summary

Education:	▪ <i>United Association 250 Apprentice Program</i>
Experience:	<i>32 Years</i>

As a Labor Compliance Specialist, **Mr. Edward Cox** has been instrumental in validating the compliance of prime contractors and their subcontracted companies with prevailing wage requirements. He makes regular jobsite visits to conduct on-site interviews of employees to confirm their identities, wage rates, and work classifications and to verify workforce utilization. In addition, Mr. Cox receives and analyzes contractor-submitted certified payroll reports and supplemental documentation such as apprenticeship certification, deduction authorizations, and fringe benefit statements and compares this documentation with job-site observations and interviews to determine compliance with applicable regulations. He communicates directly with contractors and subcontractors in order to resolve labor compliance issues; when necessary, he coordinates with local agencies and ensures the enforcement of contractor compliance through the withholding of progress and/or retention payments. Prior to joining Willdan, Mr. Cox organized and implemented construction projects involving large retail corporations. Mr. Cox served as a project manager and site superintendent.

Relevant Project Experience

Mr. Cox has been responsible for the enforcement of labor compliance regulations and jobsite visits for a number of projects, including the following:

- **Various Airport Projects, City of Long Beach.** Mr. Cox monitors and ensures compliance with applicable labor standards and performs on-site employee interviews during the construction of various airport construction projects for the City of Long Beach.
- **Emergency Operations Center, City of Commerce.** Construction of a 1,850-square foot City building with security features at a cost of approximately \$700,000 utilizing funding from the U.S. Department of Homeland Security (DHS) and the Federal Emergency Management Agency (FEMA).
- **Transportation Center Painting (Interior & Exterior), City of Commerce.** Project funded through the Federal Transit Administration (FTA) in the amount of \$70,000.
- **Valley Boulevard Improvements, Phase II, City of La Puente.** Project funded with Community Development Block Grant (CDBG) funds in the amount of \$1.2 million.
- **ADA Access Ramps and Sidewalks Project, City of Temple City.** Citywide sidewalk improvements utilizing nearly \$400,000 in CDBG funds.
- **Bus Washing System Installation, City of Commerce.** Facility enhancements funded through an FTA grant in the amount of \$300,000.
- **145th Street and Manhattan Beach Boulevard Alleys, City of Lawndale.** Street resurfacing and sidewalk, curb, and gutter improvements in 145th and Manhattan Beach Boulevard alleys utilizing CDBG funds with a construction cost of \$320,000.
- **Traffic Signal Installation at Rimpau Avenue & California Avenue, City of Corona.** Project funded through the Federal Highway Administration (FHWA) in cooperation with the California Department of Transportation (Caltrans) involving street enhancements and traffic signal installation with a construction cost of approximately \$800,000.
- **Bus Shelter Construction Project, City of Commerce.** Installation of 86 bus shelters with associated concrete and painting; construction cost of nearly \$700,000 in FTA funding.



3. Prior Related Firm Experience

Provided below for your review and consideration are highlighted relevant projects Willdan has selected to showcase our experience. These project descriptions also include client contact information and key staff assigned.

We are proud of our reputation for customer service and encourage you to contact our past clients concerning our commitment to completing these assignments within the agreed upon project timelines and budget.

City of Moreno Valley



Willdan is currently providing Grant Administration Services to administer the City's Housing and Urban Development (HUD) Programs, Services and Activities Related to Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), Emergency Solutions Grant (ESG), and Neighborhood Stabilization Program Grant (NSP).

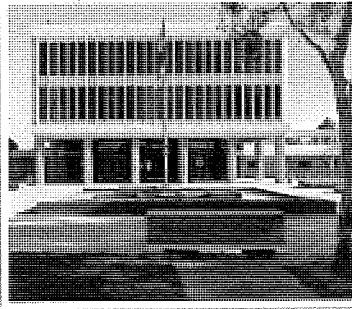
Staff Assigned:

Salvador Lopez Jr., Jennifer Maria, Timothy Colón, Natalia Lopez, Bob Quaid, Helen Jones, Jane Freij

Client Contact:

Marshall Eyerman
Chief Financial Officer
Tel # (951) 413-3021

City of Torrance



Willdan is providing assistance to a Los Angeles Urban County Community Development Block recipient to create and administer a CDBG-CV funded rental assistance program to alleviate the Covid -19 rental housing crisis.

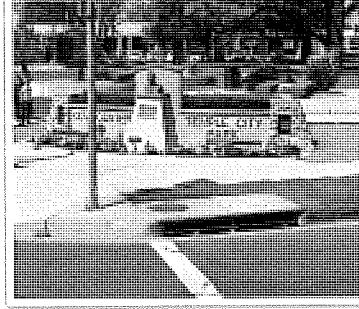
Staff Assigned:

Salvador Lopez Jr., Timothy Colón

Client Contact:

Julia Smith
Housing Specialist
(310) 618-5913

City of Temple City



Willdan is currently providing technical assistance with the administration of the City's Community Development Block Grant (CDBG) funded Housing Rehabilitation Program.

Most recently, Willdan is currently assisting the city with administering implementing an Emergency Small Business Assistance Program funded by the CARES Act.

Staff Assigned:

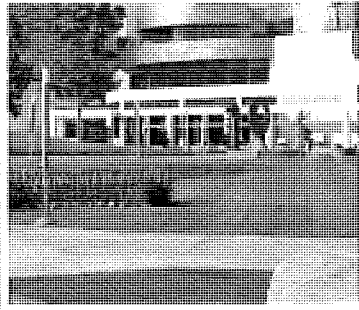
Salvador Lopez Jr., Timothy Colón, Sandra Medrano, Jane Freij

Client Contact:

Scott Reimers
Planning Manager
Tel # (626) 656-7316



City of Cerritos



Willdan has provided labor compliance monitoring and enforcement services for the City of Cerritos for the past seven years for over one dozen park and playground improvement projects citywide. The improvements are ADA/accessibility enhancements using Community Development Block Grant (CDBG) funds and are overseen by the Los Angeles County Community Development Authority (LACDA); several projects have required Section 3 program compliance.

Staff Assigned:
Jane Freij, Ed Cox, Amanda Perez

Client Contact:
Dario Simoes
Assistant City Engineer
Tel # (562) 916-1228

City of Grover Beach



Willdan served as the City's labor compliance officer for a citywide waterline replacement project in 2020, funded by a CDBG grant from the U.S. Department of Housing and Urban Development; labor compliance and Section 3 requirements were monitored and enforced.

Staff Assigned:
Jane Freij, Ed Cox, Amanda Perez

Client Contact:
Erin Wiggin
CIP Project Manager
Tel # (805) 473-4537

City of Ventura



Willdan has provided technical assistance and monitoring services required for the administration of the City's CDBG and HOME Programs. Willdan previously assisted the City with the preparation of its Annual Action Plan and the updating of its Five-Year Consolidated Plan.

Staff Assigned:
Al Warot, Patrick Goode

Client Contact:
Jennie Buckingham
Senior Planner, Economic
Development and
Revitalization Division
Tel # (805) 658-4729



CDBG, HOME and Other Development Experience

The following table shows the extent of our CDBG, HOME, and other Community Development Experience for municipalities throughout California.

WILLDAN ENGINEERING - COMMUNITY DEVELOPMENT EXPERIENCE								
Client	Successful Grant Applications	CDBG Administration	Rental Assistance	First-Time Homebuyer	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment	CDBG Labor Compliance
City of Agoura Hills	•	•						
City of Alhambra					•	•		
City of Anaheim		•	•				•	•
City of Arcadia					•			
City of Artesia	•	•			•	•	•	•
City of Azusa	•				•	•		
City of Baldwin Park					•			
City of Bell	•	•			•	•		
City of Bell Gardens	•	•			•	•		•
City of Bellflower	•	•			•			
City of Beverly Hills		•						
City of Burbank		•			•			
City of Calimesa	•	•			•			
City of Carson					•			
City of Cerritos							•	•
City of Chino		•						
City of Clearlake	•	•			•			
City of Colusa	•	•			•			
City of Commerce		•						•
City of Corona		•						•
City of Costa Mesa		•			•		•	
City of Covina		•						
City of Cudahy		•						•
City of Culver City	•		•		•			
City of Davis							•	•
City of El Monte		•						•
City of Escondido		•						
City of Fillmore								•
City of Fountain Valley		•						
City of Fremont								•
City of Fresno							•	
City of Glendale			•					
City of Goleta			•					
City of Greenfield					•			
City of Grover Beach								•
City of Hanford		•			•			
City of Hawaiian Gardens	•	•	•		•	•	•	•
City of Hawthorne			•					
City of Hermosa Beach								•
City of Huntington Park				•	•	•		•
City of Irwindale					•		•	
City of Jackson		•						



WILLDAN ENGINEERING - COMMUNITY DEVELOPMENT EXPERIENCE

Client	Successful Grant Applications	CDBG Administration	Rental Assistance	First-Time Homebuyer	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment	CDBG Labor Compliance
City of La Cañada Flintridge		•			•			
City of La Habra		•	•		•	•	•	
City of La Mirada					•			•
City of La Puente		•				•	•	•
City of Lake Forest		•					•	
City of Lakewood	•						•	•
City of Lancaster					•		•	
City of Lawndale						•		•
City of Lincoln					•			
City of Long Beach		•			•			
City of Los Alamitos								•
City of Lynwood	•	•			•		•	
City of Manhattan Beach							•	•
City of Marysville				•	•			
City of Maywood							•	•
City of Mendota							•	
City of Montebello					•			
City of Norco					•			
City of Ontario		•			•		•	
City of Orange Cove							•	
City of Orland								•
City of Oroville		•			•			
City of Palmdale		•					•	
City of Paramount	•	•			•	•	•	•
City of Pico Rivera	•	•			•			•
City of Pomona		•	•					•
City of Rancho Cordova					•			
City of Rancho Cucamonga		•			•			
City of Redondo Beach		•						•
City of Rialto						•		
City of Rolling Hills Estates		•						
City of Rosemead	•	•		•	•	•		•
City of Sacramento		•						•
City of San Bernardino		•						
City of San Buenaventura		•						
City of San Gabriel		•			•	•		•
City of San Joaquin	•	•		•	•			
City of Santa Ana					•			
City of Santa Monica		•	•		•			
City of Sierra Madre	•				•		•	•
City of Signal Hill							•	
City of Simi Valley		•						
City of South El Monte		•			•			•
City of South Gate	•							•
City of South Lake Tahoe					•			•
City of Susanville	•	•			•			
City of Taft		•						



WILLDAN ENGINEERING - COMMUNITY DEVELOPMENT EXPERIENCE

Client	Successful Grant Applications	CDBG Administration	Rental Assistance	First-Time Homebuyer	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment	CDBG Labor Compliance
City of Tehama					•			
City of Temple City		•			•			•
City of Thousand Oaks					•			
City of Tulare								•
City of Turlock		•						
City of Upland	•		•		•	•	•	
City of Venice Beach			•					•
City of Victorville					•			
City of Waterford	•				•			
City of West Hollywood		•			•	•		
City of West Sacramento					•			
City of Westlake Village					•			
City of Wheatland					•			
City of Whittier							•	•
City of Williams					•			
City of Woodland		•		•	•		•	
County of Colusa	•	•			•			
County of Glenn							•	
County of Humboldt							•	
County of Los Angeles					•	•	•	
County of Orange		•						
County of Placer	•	•			•			
County of Ventura		•			•			
Town of Apple Valley					•			
Town of Paradise					•			



4. Cost and Pricing

Willdan proposes the following fee estimates to provide Community Development Block Grant (CDBG) Project Administration and Labor Compliance Services to the City of Lawndale for Fiscal Year 2021 – 2022. A total not-to-exceed price for Tasks required is **\$46,392**, solely accounting for the \$326,861.00 funding referenced in the RFP. Our hourly breakdowns are also shown below.

Cost Estimate – General Administration/Reporting

Service Type	CDBG Allocation	Cost Estimate (Flat Fee)
General CDBG Implementation and Administration Services	\$326,861	\$42,492
Labor Compliance	\$130,000	\$1,950
- 159 th Street Resurfacing Project	\$130,000	\$1,950
- Kingsdale Resurfacing Project		

NOTE: General CDBG Administration Service fees include all costs for all administrative functions and general cyclical reporting.

Staff Hourly Rates

Staff Member	Project Role	Hourly Rate
Salvador Lopez Jr.	Principal-in-Charge	\$212
Timothy Colón	CDBG Administration Manager	\$145
Jane Freij	Labor Compliance Manager	\$150
Robert Quaid, CPA	CDBG Analyst	\$125
Jennifer Maria	CDBG Analyst	\$125
Sandra Medrano	Housing Rehabilitation Coordinator	\$110
Natalia Lopez	Grant Management and Housing Coordinator	\$115
Helen Jones	Grant Management and Housing Support	\$105
Richelle Tague	Grant Management and Housing Support	\$105
Amanda Perez	Labor Compliance Specialist	\$120
Edward Cox	Labor Compliance Specialist	\$120

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include, but are not limited to: postage, travel expenses, mileage (current prevailing rate), and copying (currently 6¢ per copy). Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates. In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan’s applicable rate schedule.

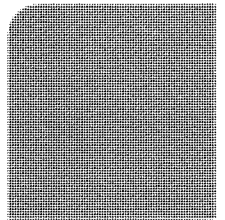
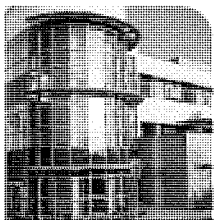
The City shall reimburse Willdan for any costs incurred including, without limitation, copying costs, digitizing costs, travel expenses, employee time, and attorneys’ fees to respond to the legal process of any governmental agency relating to the City or relating to the project identified herein. Reimbursement shall be at Willdan’s rates in effect at the time of such response.



5. Agreement Acceptance

Willdan has reviewed the RFP and agreement for Lawndale and takes no exceptions to either document.





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Anaheim, CA 92806
714.940.6300 | 800.424.9144 | Fax: 714.940.4920



www.willdan.com



CITY OF LAWDALE

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

May 17, 2021

TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
PREPARED BY: Mike Estes, Director of Community Services 
SUBJECT: **Reconsideration of the City of Lawndale Crossing Guard Program**

BACKGROUND

The City of Lawndale began funding its Crossing Guard Program in 1996 as a means for helping children cross busy intersections and safely walk to school. In that year, All City Management Services, Inc. (ACMS) was hired as the City's initial contractor. The City continued to fund the program each year with ACMS until July 1, 2015.

Since ACMS began operations in 1987, they have been the only known contractor in Southern California that has provided this service on a long-term basis. However, in FY 2015-16, the City contracted with a competitor to ACMS. Subsequently, the contract between the City and the alternative vendor was terminated after approximately 22 months of service at which time the City began contracting with ACMS again after a nearly two-year hiatus.

The most recent contract between the City and ACMS for school crossing guard services was for a two-year period from August 2018 – June 2020. This agreement was not renewed for FY 2020-21 due to the onset of the COVID-19 pandemic, the subsequent closure of local schools, and the City's significant budget deficit. Because schools had not been in session since March 2020 and it was apparent at the time that students would not be returning for most of, if not all of, the 2020-21 academic year, crossing guards were not necessary and the agreement with ACMS expired in June 2020.

The last agreement with ACMS included crossing guard services at 10 locations for 6 schools with supervision of 16 individual crosswalks within Lawndale (see the attached agreement). There are 3 other crossing guard locations serving the Lawndale Elementary School District (LESD), outside of the Lawndale's boundaries, but those are not funded by the City. Some crossing guard locations have two crosswalks requiring supervision, while others require only one crosswalk to be supervised. In all previous school crossing guard agreements, since the program's inception in 1996, the City has been the sole provider of funding.

STAFF REVIEW

At the May 3, 2021, City Council meeting, City Councilmember Sirley Cuevas requested, and the City Council directed, that this staff report be prepared to provide background on the City's Crossing Guard Program for reconsideration and possible funding in the FY 2021-22 Budget.

Crossing Guard Program

To understand the cost for the Crossing Guard Program, below is a table representing the costs to the City for the provision of crossing guards under the previous two-year agreement with ACMS.

Costs to City for Two-Year Agreement (August 28, 2018 – June 12, 2020)*

Cost Description	Unit/Cost
Hours Per Day at 10 Crosswalk Locations*	35
Regular School Days for Two Years (180 x 2)	360
Crossing Guard Hours Over Two Years (6,300 x 2)	12,600
First Year Cost/Hour (FY 2018-19)	18.40
Second Year Cost/Hour (FY 2019-20)	19.79
Total First Year Cost (FY 2018-19)	115,920.00
Total Second Year Cost (FY 2019-20)	124,677.00
Total Cost for FY 2018-19 and 2019-20	240,597.00

* The City did not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods.

If the City were to have renewed the agreement with ACMS in the current fiscal year (FY 2020-21), the City’s cost would have been \$132,405.00.

In recent discussions with ACMS for possible re-initiation of an agreement for crossing guard services in the 2021-22 and 2022-23 academic years, the City was provided the following quotes based on previous service levels for 10 crosswalk locations:

Costs to City for Potential Two-Year Agreement (August 25, 2021 – June 9, 2023)*

Cost Description	Unit/Cost
Hours Per Day at 10 Crosswalk Locations*	30
Regular School Days for Two Year Contract (180 x 2)	360
Crossing Guard Hours Over Two Years (5,400 x 2)	10,800
First Year Cost/Hour (FY 2021-22)	23.12
Second Year Cost/Hour (FY 2022-23)	24.53
Total First Year Cost (FY 2021-22)	124,848.00
Total Second Year Cost (FY 2022-23)	132,462.00
Total Cost for FY 2021-22 and FY 2022-23	257,310.00

* City will not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods. Staff determined that crossing guard services could be reduced from 35 to 30 hours per day.

LEGAL REVIEW

None.

FISCAL IMPACT

Funding for crossing guard services was not included in the current FY 2020-21 Budget. Should the City Council decide to reinitiate the City’s Crossing Guard Program, \$124,848.00 will be included in the preliminary FY 2021-22 Budget for the City Council’s consideration.

City Council Meeting – May 17, 2021
Crossing Guard Program

RECOMMENDATION

Staff recommends that the City Council provide direction to staff regarding crossing guard services, and whether to include \$124,848.00 in the FY 2021-22 Budget for crossing guard services.

Attachment: 2018-20 Agreement with ACMS

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
SCHOOL CROSSING GUARD SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 20th day of August, 2018, by and between the City of Lawndale, a municipal corporation ("City"), and All City Management Services, Inc., a California corporation ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred Forty-Thousand Five Hundred Ninety-Seven Dollars (\$240,597.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August 28, 2018 and continue in full force and effect until completion of the services no later than June 12, 2020.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. Baron Farwell, Contractor's General Manager, is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor, its agents or 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 shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000.00 per occurrence for all covered losses and no less than \$10,000,000.00 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 shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability will not be required as Contractor is not performing professional services hereunder on behalf of the City.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor'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", Contractor 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 Contractor, its officers, agents, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

the services hereunder, and the City shall have access to such records in the event any audit is required.

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest: Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's

work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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


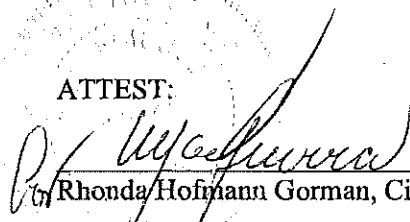
9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the

entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: 
Robert Pullen Miles, Mayor

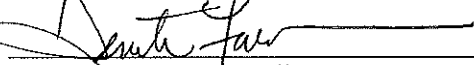

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


Tiffany J. Israel, City Attorney

CONTRACTOR:
All City Management Services, Inc.
a California corporation

By: 
Name: Baron Farwell
Title: General Manager

By: 
Name: Demetra Farwell
Title: Corporate Secretary

Address: 10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall manage the services to be provided pursuant to this Agreement in accordance with the provisions and parameters established herein:

1. Administration:

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the Crossing Guard Services provided hereunder.

2. Supervision:

Supervision of the day-to-day Crossing Guard Services will be vested in the Contractor. Baron Farwell, Contractor's employee, shall be available to the City by cell phone or in person during all hours in which the Crossing Guard Services are operational in the City. Contractor shall provide supervisory personnel to ensure that Crossing Guard activities are taking place at the required locations and times and in accordance with all terms of this Agreement. Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report to work at the assigned time and location.

In addition, prior to the commencement of services under this Agreement, Contractor shall provide City with a list of all personnel who may provide Crossing Guard services within the city pursuant to this Agreement and proof, to the City's satisfaction, of the background check required in item 6 below for each Crossing Guard. Contractor agrees that it may not use anyone to provide the services required pursuant to this Agreement who is not on the list provided to the City as all Crossing Guards must pass the required background check.

3. Absent/Tardy Personnel:

On any occasion that Contractor fails to supply a required Crossing Guard(s) to City for an entire shift, Contractor shall pay the City \$100.00 per shift per absent guard. Additionally, if one or more Crossing Guard(s) is more than three (3) minutes late for any shift, Contractor shall pay City \$50.00 per guard per location. If Crossing Guard(s) are tardy in excess of three (3) minutes, the following scale shall be used to determine the amount of time City is not billed for, in addition to the payment of the penalty described above:

Tardiness Table

Length of Tardiness	Time To Be Deducted From Invoice
4 to 15 Minutes	30 Minutes
16 to 30 Minutes	45 Minutes
31 to 75 Minutes	75 Minutes (Entire Shift)

4. Training and Safety:

Contractor shall provide personnel properly trained for the performance of all duties as Crossing Guards. In the performance of their duties, Contractor's employees shall conduct themselves in accordance with the requirements of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas.

5. Apparel:

All Crossing Guards shall wear apparel provided by Contractor which is readily visible and allows them to be easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing duties of a Crossing Guard and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. Contractor shall also provide each Crossing Guard with a hand held "Stop" sign and a safety vest. Visible traffic signs, cones or delineators shall be provided by Contractor and used by Crossing Guard(s) when and where appropriate. If a hat is worn by any Crossing Guard(s) while on duty and providing services under the terms of this Agreement, such hat must be worn as designed.

6. Appropriate Behavior:

Each Crossing Guard furnished by the Contractor shall at all times meet or exceed the following standards:

- A. To have completed all required trainings and requirements necessary to perform the duties of a crossing guard on or near school grounds and have cleared a "Live Scan" criminal background check; and
- B. Be courteous and sensitive to the needs of the students, parents or guardians of students and the general public; be alert, careful and competent in their assigned duties; and
- C. Appear neat and clean, and at all times wear Contractor required uniforms and necessary safety gear when performing their duties as a crossing guard.
- D. Should the City determine that any employee of the Contractor is uncooperative, incompetent, a threat to the safety of persons or property, or not performing Crossing Guard services in a manner acceptable to the City and consistent with the standards set forth above, City shall give notice of same to Contractor and Contractor shall immediately remove said employee from the schedule for the City and said person may not return to perform any of the services provided to the City. If Contractor removes any employee from a crossing location for any reason, the Contractor shall replace the employee immediately and shall identify the new employee to the City and shall confirm, to City's satisfaction that the new employee has cleared a successful Live Scan background check.

7. Knowledge of Local Traffic Regulations:

Crossing Guards shall become familiar with local traffic regulations, especially regulations pertaining to motorist, bicyclist and pedestrian responsibilities in relation to school crossings, parking and yielding rights of way.

8. Knowledge of School Zone Signage and Pavement Markings:

Crossing Guards shall be familiar with the school zone signage and pavement markings around the school area to which they are assigned. In addition, each Crossing Guard shall check the post area, the immediate area surrounding the designated location at which Crossing Guard is assigned to work, prior to the beginning of each school year and each shift they are assigned to work to make sure that no signs are missing and/or damaged and all crosswalks are highly visible and well maintained. The Crossing Guard(s) shall immediately report missing, damaged or inadequate signs and marking to his/her Supervisor who shall immediately notify the City's Contract Officer.

EXHIBIT "B"

SPECIAL REQUIREMENTS

A last sentence is hereby added to Section 5.2(b) to read as follows:

“Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any loss was caused or contributed to by the negligent act, error, omission or the willful misconduct of City, its officers, agents, or employees, liability will be apportioned between Contractor and City with regard to such loss based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify City will be limited accordingly.”

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions in Exhibit "A":

**Calculations for Year One of Two-Year Agreement for Fiscal Year 2018-19
Regular School Calendar (August 28, 2018 – June 14, 2019)***

Item	Cost Description	Figures
A1	Not to Exceed Number of Hours/Day at 10 Crosswalk Locations	25
B1	Not to Exceed Split Shift Differential Additional Hours/Day	10
C1	Not to Exceed Number of Regular School Days	180
D1	Not to Exceed Number of Contractual Hours/Year	6,300**
E1	Not to Exceed Hourly Cost of Service	\$18.40
F1	Total Not to Exceed Cost	\$115,920.00

*City does not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods.

** (25 + 10) x 180 = 6,300

**Calculations for Year Two of Two-Year Agreement for Fiscal Year 2019-20
Regular School Calendar (August 27, 2019 – June 12, 2020)*****

Item	Cost Description	Figures
A2	Not to Exceed Number of Hours/Day at 10 Crosswalk Locations	25
B2	Not to Exceed Split Shift Differential Additional Hours/Day	10
C2	Not to Exceed Number of Regular School Days	180
D2	Not to Exceed Number of Contractual Hours/Year	6,300
E2	Not to Exceed Hourly Cost of Service	\$19.79
F2	Total Not to Exceed Cost	\$124,677.00

***=Actual service dates are subject to change based upon the release of academic calendar by the Lawndale Elementary School District for fiscal year 2019/20. City does not provide school crossing guard services on holidays, during summer school, winter and/or spring break periods.

Totals for Two-Year Agreement (August 28, 2018 – June 12, 2020)

Item	Cost Description	Figures
A2	Not to Exceed Number of Hours/Day at 10 Crosswalk Locations	25
B2	Not to Exceed Split Shift Differential Additional Hours/Day	10
D2	Not to Exceed Number of Regular School Days	360
E2	Not to Exceed Number of Contractual Hours/Year	12,600
F2	Average Hourly Cost of Service over 2 years	\$19.095
G2	Total Not to Exceed Cost	\$240,597.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be twenty four (24) months. Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the locations designated below on all days in which the designated schools are in session for regular school sessions as determined by the Lawndale Elementary School District at locations within the City of Lawndale's geographical boundaries only.

The assigned locations and times of operation at each of the crosswalk locations as defined in Exhibit "C" are subject to the bell schedules as determined by the Lawndale Elementary School District for each individual school if different.

At no time will Crossing Guard services be provided by the City outside of the City of Lawndale's geographical boundaries, for summer school, City and/or school district-observed holidays, winter and/or spring break periods, or for programs such as after school or club programs. The Crossing Guard shift times shall be responsive to school bell schedules and student pedestrian patterns.

General Performance Dates:

2018-19 Fall and Spring Academic School Calendar: August 28, 2018 – June 14, 2019

2019-2020 Fall and Spring Academic School Calendar: August 27, 2019 – June 12, 2020**

**=Dates are subject to change by the Lawndale Elementary School District Board of Education.

Contractor is required to confirm actual performance dates and bell schedules with the Lawndale Elementary School District and/or individual schools as necessary to satisfy the terms of this Agreement.

Morning Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than 45 minutes prior to the first morning bell of each school served and no less than 15 minutes after the second morning bell of each school served. Crossing guards shall be at their designated location for no less than 75 minutes.

Afternoon Shift Schedule:

Each school day, each assigned Crossing Guard shall be at their designated location no later than 15 minutes prior to the first after school bell of each school served and no less than 45 minutes after the second after school bell of each school served. Crossing guards shall be at their designated location for no less than 75 minutes.

California Wage Law Provision:

Per a new state law, workers who earn minimum wage, or not much more, must receive additional pay known as a “split shift premium” when their schedule includes a split shift. The premium is equal to one additional hour of pay at the rate of minimum wage. Hence, as the Crossing Guards are all paid minimum wage, each Crossing Guard who works a split shift must receive a split shift premium. The City shall only be billed for a split shift differential for employees working a split shift.

Designated Crosswalks:

Unless Contractor is otherwise advised in writing by the City, Crossing Guard services shall be provided by the Contractor at the 10 crosswalk locations designated below during regular school sessions only as designated by the Lawndale Elementary School District.

Contractor shall provide Crossing Guards to the City consistent with the following specifications and subject to the deductions for personnel that is reported as tardy and/or absent for any designated assignment and as described in Exhibit “A”:


Table of Crosswalks to be Serviced:

Schools Served	Crosswalk Location	Number of Crosswalks	Crosswalk Direction
William Anderson Elementary/Will Rogers Middle	W. 154 th Street and Prairie Avenue	2	(East/West) (North/South)
William Anderson Elementary/Will Rogers Middle	Marine Avenue and Osage Avenue	1	(North/South)
William Anderson Elementary/Will Rogers Middle	W. 154 th Street and Osage Avenue	1	(North/South)
William Green Elementary	W. 169 th Street and Hawthorne Boulevard	1	(East/West)
Lucille Smith Elementary	W. 147 th Street and Hawthorne Boulevard	1	(East/West)
Jane Addams Middle	Marine Avenue and Firmona Avenue	2	(East/West) (North/South)
Jane Addams Middle	Manhattan Beach Blvd. and Firmona Avenue	2	(East/West) (North/South)
Will Rogers Middle/ William Anderson Elementary	Manhattan Beach Blvd and Freeman Avenue	2	(East/West) (North/South)
Will Rogers Middle/ William Anderson Elementary	Marine Avenue and Freeman Avenue	2	(East/West) (North/South)
Will Rogers Middle/ William Anderson Elementary	Manhattan Beach Blvd. and Prairie Avenue	2	(East/West) (North/South)
Totals	N/A	16	N/A



CITY OF LAWNDALE

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

DATE: May 17, 2021
TO: Honorable Mayor and City Council
FROM: Kevin M. Chun, City Manager 
SUBJECT: **City Council Parks Subcommittee Recommendations**

BACKGROUND

Like many cities in urban Los Angeles County that began to develop in the early 1900s, and incorporated in the 1950s, the City of Lawndale does not have adequate parks and open space to accommodate the needs of the community. To fill this need, the City and the Lawndale Elementary School District (LESD) have had a long-term partnership for sharing school property as community parks dating back to the 1960s. In basic terms, LESD agreed to allow City access to its parks, and the City agreed to pay for the maintenance of the parks.

This partnership has enabled the City to provide access to the parks, during non-school hours, to community groups allowing various sports activities for children and for City sponsored community events. LESD owns the parks facilities and provides access to parks through Community Recreation Program Agreements (Agreements) with the City. Currently, such Agreements are in place between the City and LESD for Jane Addams, William Green and Will Rogers/William Anderson Parks.

The City and LESD have Agreements for Addams and Green Parks that will expire in January 2026. The Agreement for Rogers/Anderson Park terminates in November 2026. See the attached Agreements.

STAFF REVIEW

During the development of the FY 2020-21 Budget, the City Council Budget Subcommittee (at the time composed of City Councilmembers Pat Kearney and Dan Reid) recommended that the three shared parks (Addams, Green, and Rogers/Anderson) be relinquished back to the LESD. The Subcommittee was concerned that the City was responsible for full cost of the parks maintenance, without contribution from LESD. The Subcommittee argued that LESD uses the parks during school hours and should be responsible for paying a proportionate share of the maintenance cost.

Upon reviewing the final draft of the FY 2020-21 Budget, the City Council agreed with the Subcommittee's recommendation to relinquish the shared parks back to LESD. However, upon review of the termination provision in the Agreements, the City/LESD must provide each other with a one year prior written notice to terminate. As a result, the earliest the City could relinquish the parks back to LESD was July 2021. In the end, the City Council directed staff to provide LESD with notice of the City's intent to terminate the Agreements, and also to attempt to negotiate a new agreement that could allow for the parks partnership to continue. See the attached notification letter to LESD.

City Council Parks Subcommittee Recommendations
City Council Meeting – May 17, 2021

Since July 2020, City and LESD staff has met numerous times to develop new agreement terms beneficial to both parties. In addition, the LESD subcommittee (Board Trustees Bonnie Coronado and Shirley Rudolph) and the City's new Parks Subcommittee (Mayor Pro Tem Pat Kearney and City Councilmember Sirley Cuevas) met twice to discuss park maintenance issues and possible ways for sharing this cost. Unfortunately, the subcommittees were not able to negotiate terms for a new agreement.

In the absence of an agreement between the City and LESD on new agreements for the shared parks, staff intended to bring a recommendation from the Parks Subcommittee for City Council consideration. However, Mayor Pro Tem Kearney and City Councilmember Cuevas have diverging opinions on this matter, and therefore, the Parks Subcommittee does not have a unified recommendation for the City Council. The Subcommittee's individual recommendations are below:

Mayor Pro Tem Kearney offers the following recommendations:

- a) Terminate the Agreements with LESD, relinquish the three parks back to LESD, and no longer pay for park maintenance; or
- b) Terminate the Agreements for Will Rogers/William Anderson Park and William Green Park, relinquish these parks back to LESD, and no longer pay for the maintenance for these parks. Continue with the terms of the current agreement with LESD for Jane Addams Park, and pay for this park's maintenance only; or
- c) Acquire the three parks from LESD so the City can own the parks and maintain the parks as its own property.

City Councilmember Cuevas recommends the following:

- a) Continue with the terms of the current Agreements and pay for the maintenance for the three parks as in prior years; or
- b) Negotiate to have LESD pay for ad hoc maintenance projects that may be required from time to time as a means for LESD to contribute to the overall maintenance costs for the three parks; such projects could include irrigation repair or replacement projects, field re-seeding, etc. (Note: This recommendation was made by the City and was not accepted by LESD.)

Despite the stalemate in negotiations with LESD, and differences in opinions by the Parks Subcommittee, City Council direction is needed for budget purposes on one of the recommendations above, or on an alternative direction.

LEGAL REVIEW

N/A

FISCAL IMPACT

If the City Council decides to continue its partnership with LESD for the three shared parks, \$147,420.26 will be included in the preliminary FY 2021-22 Budget for the City Council's consideration. If the City Council decides to relinquish the three shared parks back to LESD, the same amount will not be included in the FY 2021-22 Budget.

The potential \$147,420.26 cost for the shared parks maintenance would include the cost for the maintenance contractor (South Bay Landscaping), water and electricity costs, and for City part-time staffing. Note, the proposed City staffing of the shared parks would be with fewer staff members and hours, and would be at a substantially lesser cost than previous years.

RECOMMENDATION

Staff recommends that the City Council:

1. Consider, select, and provide direction to staff on one of the recommendations from Parks Subcommittee members Kearney or Cuevas regarding the shared parks, or provide staff with alternative direction.
2. Provide direction to staff whether to include \$147,420.26 in the FY 2021-22 Budget for maintenance of the three shared parks.

Attachments:

1. Community Recreation Program Agreement – Jane Addams School
2. Community Recreation Program Agreement – William Green School
3. Community Recreation Program Agreement – Will Rogers/William Anderson School
4. Notice Letter to LESD

Attachment 1

COMMUNITY RECREATION PROGRAM AGREEMENT

JANE ADDAMS SCHOOL

THIS COMMUNITY RECREATION PROGRAM AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2001, by and between the CITY OF LAWNSDALE, a municipal corporation ("City"), and the LAWNSDALE ELEMENTARY SCHOOL DISTRICT, a California school district ("District").

RECITALS

A. California Government Code Section 6500 et seq. provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties. City and District are each a public agency as defined by Government Code Section 6500 et seq. and are authorized and empowered to contract for the joint exercise of powers common to each.

B. Chapter 10 of Part 7 of Division 1 of Title 1 of the California Education Code authorizes school districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives.

C. The District owns certain real property commonly known as the Jane Addams School ("School"), a portion of which (hereinafter "Recreational Area") has been developed for recreational purposes by City pursuant to that certain Recreation Agreement between the City and District dated October 17, 1960 ("Original Agreement"). The Recreational Area is described in the attached Exhibit "A". Pursuant to the Original Agreement, City has constructed, installed, operated and maintained improvements located within the Recreational Area consisting of landscaping, sprinklers, baseball diamond, auxiliary baseball diamond, backstops, picnic facilities, a storage facility, parking, light standards, a recreational facility and playground equipment ("Existing Improvements").

D. The City and District desire to exercise their powers to provide for the renovation, operation and maintenance of the Recreational Area as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Renovation, Operation and Maintenance. In cooperation and in conjunction with District, City shall perform all acts necessary for the renovation, operation and maintenance of the Recreational Area including but not limited to any or all of the following:

1.1 To renovate the Existing Improvements and construct and install new improvements within the Recreational Area ("New Improvements") as may be mutually agreed upon between the parties and in accordance with applicable laws and regulations, including but

not limited to A.B. 1115 and the requirements of the Division of State Architect, Department of General Services, utilizing the State Renovation Funds and other funds as may be provided by City. The Existing Improvements and New Improvements are collectively referred to herein as the "Recreational Improvements");

1.2 To manage, operate and maintain the Recreational Improvements;

1.3 To make and enter into contracts for the construction, installation, renovation, maintenance, and operation of the Recreational Improvements; and

1.4 In conjunction with the District, to adopt rules and regulations for the use of the Recreational Improvements by third parties.

2. Authorized Representatives. The authorized representative of the City shall be the Community Services Director ("Director"). The authorized representative of the District shall be the Associate Superintendent of Business Services ("Associate Superintendent"). Director and Associate Superintendent shall have general authority to administer the Recreational Improvements under the terms and conditions of this Agreement.

3. Design of Recreational Improvements. Prior to commencing any renovation or construction work within the Recreational Area, City shall provide District with appropriate proposals, plans, drawings and specifications prepared by a duly licensed architect, engineer or other design professional depicting and describing such proposed work together with cost estimates therefor. All such proposed work and the costs therefor shall be subject to review and approval by District, which approval shall not be unreasonably withheld. City and District shall reasonably cooperate in finalizing plans, drawings and specifications for all proposed work within the Recreational Area.

4. Renovation or Construction of Recreational Improvements. Prior to City's award of any contracts for the renovation or construction of any Recreational Improvements, City shall consult with the District for the purpose of determining scheduling and sequencing of the work or other considerations for the performance of the work or the contract for the work, including but not limited to insurance and bonding requirements. City acknowledges and agrees that all work to be performed shall be planned, scheduled and sequenced in such a manner as to not interfere with school operations or activities. City and District shall endeavor to coordinate the renovation and construction work with other renovation or construction work performed at the School site by the District or those under contract with the District.

5. No Liens. City shall keep the School site free and clear of all materialmen's liens, lis pendens and other liens, claims or encumbrances arising out of or related to the work performed under this Agreement by City, its contractors or agents. City agrees to defend, indemnify and hold the District harmless from and against any and all such liens, claims and encumbrances, including payment of attorneys' fees and costs.

6. Use of Recreational Improvements.

6.1 District Use. The District shall have priority use of the Recreational Improvements during the normal school day. As used herein, "normal school day" refers to that period of time when classes are in session, including the regular school year, summer sessions

and inter-sessions (year-round school). In addition to use during normal school days, District shall have priority use of the Recreational Improvements for school-related activities, events and functions during all times other than those within normal school days. By way of example and not by way of limitation, school-related activities include uses for after-school programs, school athletics, school club activities, parent/teacher association activities, school fundraisers, graduation ceremonies and related commencement activities. At all other times, the City shall have the right to the full and unrestricted use of the Recreational Improvements.

6.2 City Use; Third Party Use. Subject to the foregoing paragraph (a), City recreational and social events shall have second priority use of the Recreational Improvements. All other groups and agencies shall have third priority use of the Recreational Improvements. No person, agency or organization shall be permitted to use any part of the Recreational Improvements where such use is inconsistent with provisions of the California Education Code.

6.3 Use Fees. District shall not charge City any rental or fee or other charge for the use of the Recreational Improvements while this Agreement is in effect. City may charge a reasonable fee to organizations or persons, other than the District, to cover the expenses of the particular activity or service conducted within the Recreational Area.

7. Supervision and Clean-up.

7.1 Supervision and Clean-up. During their respective times of use as set forth in this Agreement, City and District shall be responsible for adequate supervision, staffing and clean-up of the Recreational Area. City and District shall require any user who contracts to use the Recreational Area or Recreational Improvements with either entity to provide adequate supervision, staffing and clean-up. All clean-up shall be completed no later than the commencement of the next school day. If no user fee is charged to contract users by City, City shall assume the responsibility for supervision, staffing and clean-up. City and District agree that no use of the Recreational Area or Recreational Improvements will be allowed when such use involves the consumption or possession of alcohol nor shall any use be allowed which would damage the School site, Recreational Area or Recreational Improvements, except for normal wear and tear.

8. Indemnification and Insurance.

8.1 Indemnification of District by City. City shall be responsible for acts or omissions of City, its officers, representatives, agents, employees or third party users under contract with the City arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless District, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from District, its officers, representatives, agents or employees.

8.2 Indemnification of City by District. District shall be responsible for acts or omissions of the District, its officers, representatives, agents, employees or third party users under contract with the District arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless City, its officers, agents and

employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from City, its officers, representatives, agents or employees.

8.3 No Indemnity for Punitive Damages. The indemnity provisions set forth in this Section 8 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

8.4 Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees, that may be imposed upon or incurred by such other party solely by virtue of Government Code Section 895.21.

8.5 Insurance.

8.5.1 Each party shall procure and maintain, during the period of this Agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

Bodily injury (including death)	\$2,000,000.00
Each person, each occurrence	\$2,000,000.00
Property damage	\$2,000,000.00

8.5.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination or cancellation.

8.5.3 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California cities and school districts.

8.5.4 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the parties may meet their insurance requirements under this Section 8.5 in the same manner.

8.6 Privileges and Immunities. Notwithstanding anything to the contrary in this Agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

8.7 Effective Date. This Agreement shall become effective after the City and District have each authorized their respective representatives to enter into this Agreement (“Effective Date”), which date shall be inserted into the preamble of this Agreement, and shall remain in effect until terminated in accordance with the terms of this Agreement.

9. Term.

9.1 This Agreement shall terminate on the date which is twenty-five (25) years following the Effective Date (“Termination Date”); provided, however, that this Agreement may be terminated by either party by giving the other party one year’s prior written notice.

9.2 The parties acknowledge that it is in their mutual interests to periodically review the terms and conditions of this Agreement to determine if adjustments or amendments thereto are desirable. Accordingly, the parties agree that such periodic review shall occur not later than the close of the fifth (5th), tenth (10th), fifteenth (15th), and twentieth (20th) anniversary of the Effective Date of this Agreement, provided that the Agreement is still in effect at the time of each such anniversary.

9.3 Prior to such anniversary dates, the parties agree to meet and confer in good faith to determine if this Agreement is in need of amendment, revision, or modification. The parties further acknowledge and agree that a failure to reach agreement on possible amendments, revisions, or modifications to this Agreement shall not constitute a breach hereof.

10. Disposition of Improvements Upon Termination.

10.1 Existing Improvements. District acknowledges that City owns the Existing Improvements. The parties acknowledge and agree that the Existing Improvements are fully depreciated. Should City or District elect to terminate this Agreement before the end of the term in accordance with Section 9 above, City shall, in its sole discretion, either (i) remove the Existing Improvements within ninety (90) days of termination of this Agreement; or (ii) transfer title to the Existing Improvements to District free of charge within 90 days of termination of this Agreement.

10.2 New Improvements. If City or District elect to terminate this Agreement before the end of the term in accordance with Section 9 above, District agrees to reimburse the City the fair and reasonable value of those New Improvements installed or constructed in the Recreational Area using City funds (not State Renovation Funds or other grant funds) in an amount equal to the depreciated cost thereof based on a straight-line method of depreciation calculated over the useful life of such improvements. If City or District elect to terminate this Agreement before the end of the term in accordance with Section 9 above, the parties agree that District owes no reimbursement to City for New Improvements installed or constructed using the State Renovation Funds or other grant funds.

11. Miscellaneous.

11.1 Amendment. This Agreement may be amended or modified only by an agreement in writing approved by the governing body of each party hereto.

11.2 Conflicts of Interest. No director, officer, official, representative, agent or employee of the City or District shall have any financial interest, direct or indirect, in this Agreement.

11.3 Notices. All formal notices, demands, and communications between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

If to City: City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
Attn: City Manager
Community Services Manager/Director

With copy to: Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attn: William W. Wynder, Esq.

If to District: Lawndale School District
4161 W. 147th
Lawndale, CA 90260
Attn: Associate Superintendent, Business Services

With copy to: Sharon Suarez
Wong & Suarez
3420 Ocean Park Boulevard
Suite 3000
Santa Monica, CA 90405

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at Noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

11.4 Severability. Should any portion, term, condition, or provision of this Agreement be determined in a final judgment or order of a court of competent jurisdiction to be illegal, void, unenforceable, or in conflict with any law of the State of California, this Agreement shall remain in full force and effect and shall be interpreted insofar as possible to carry out its intent, and the remaining portions, terms, conditions, and provisions shall not be affected thereby.

11.5 Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or condition shall be a waiver of any other term or condition or the same term or condition at a different time.

11.6 Nondiscrimination. There shall be no discrimination by the City or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of its obligations under this Agreement.

11.7 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of California and as if drafted by both parties hereto.

11.8 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, or any other rights or remedies for the same default or any other default by another party.

11.9 Assignment. This Agreement shall not be assignable by either party without the express prior written consent of the other party.

11.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

11.11 Attorneys' Fees. In any action between the parties respecting this Agreement, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs and expert witness fees.

11.12 Eminent Domain. In the event that all or any portion of the Recreational Improvements is taken by eminent domain either party shall have the right to terminate this Agreement. In such event, City shall be reimbursed from the condemnation proceeds the fair market value of the Existing Improvements and those New Improvements installed or constructed by City using City funds (not State Renovation Funds). District shall be reimbursed from the condemnation proceeds the fair market value of those New Improvements installed or constructed using the State Renovation Funds.

11.13 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes all previous negotiations and agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement.

11.14 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DATED: _____

“CITY”
CITY OF LAWDALE, a municipal
Corporation

By _____
Mayor

ATTEST:

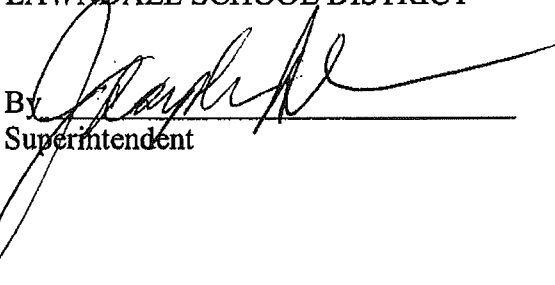
City Clerk

APPROVED AS TO FORM:

City Attorney

DATED: _____

“DISTRICT”
LAWDALE SCHOOL DISTRICT

By  _____
Superintendent

ATTEST:

APPROVED AS TO FORM:



Attorney for School District

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DATED: _____

“CITY”
CITY OF LAWNSDALE, a municipal Corporation

By Harold E. Hoffmann
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

W. Wynn
City Attorney

DATED: _____

“DISTRICT”
LAWNSDALE SCHOOL DISTRICT

By _____
Superintendent

ATTEST:

APPROVED AS TO FORM:

Attorney for School District

EXHIBIT "A"

Description of Site and Facility

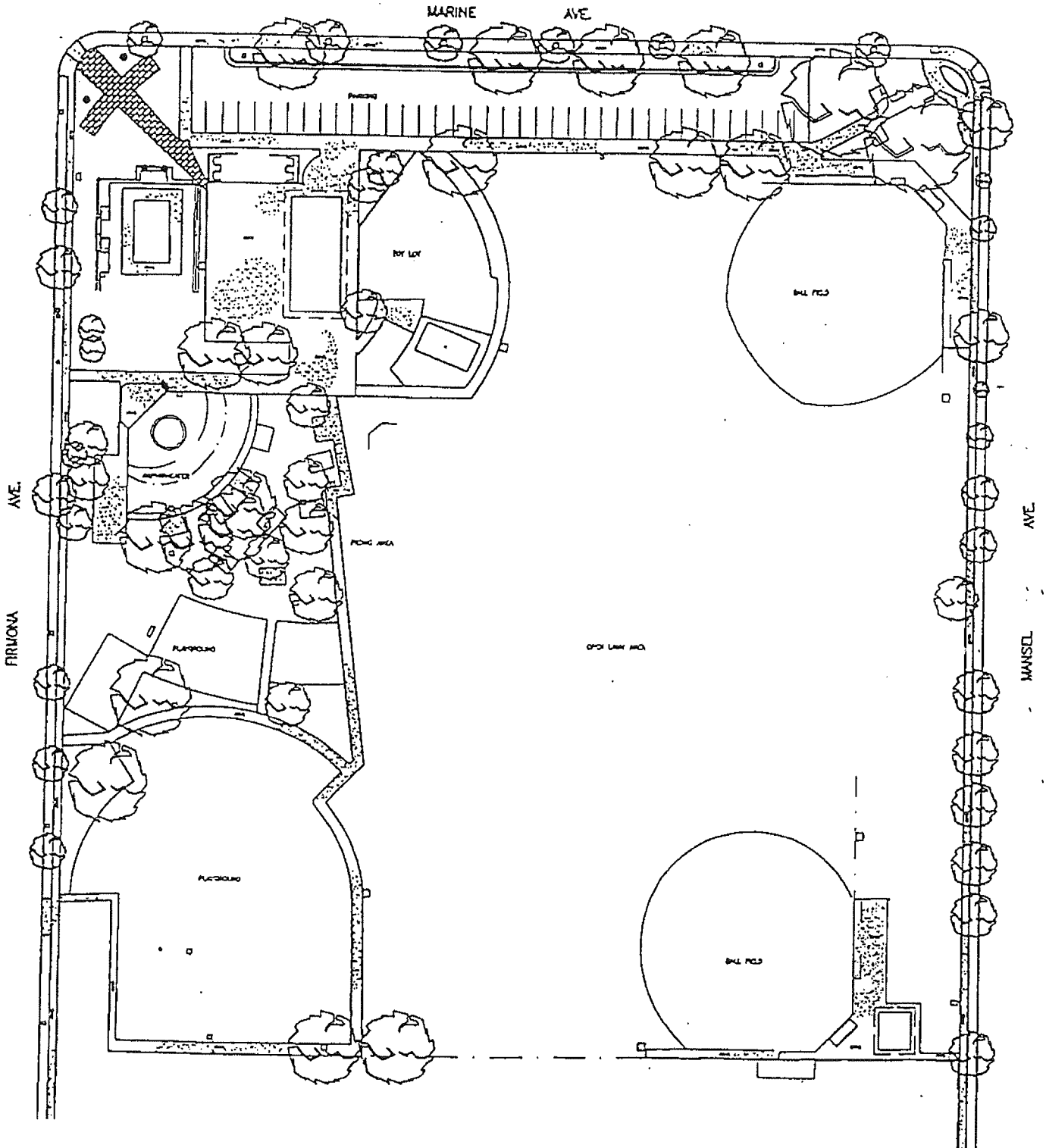
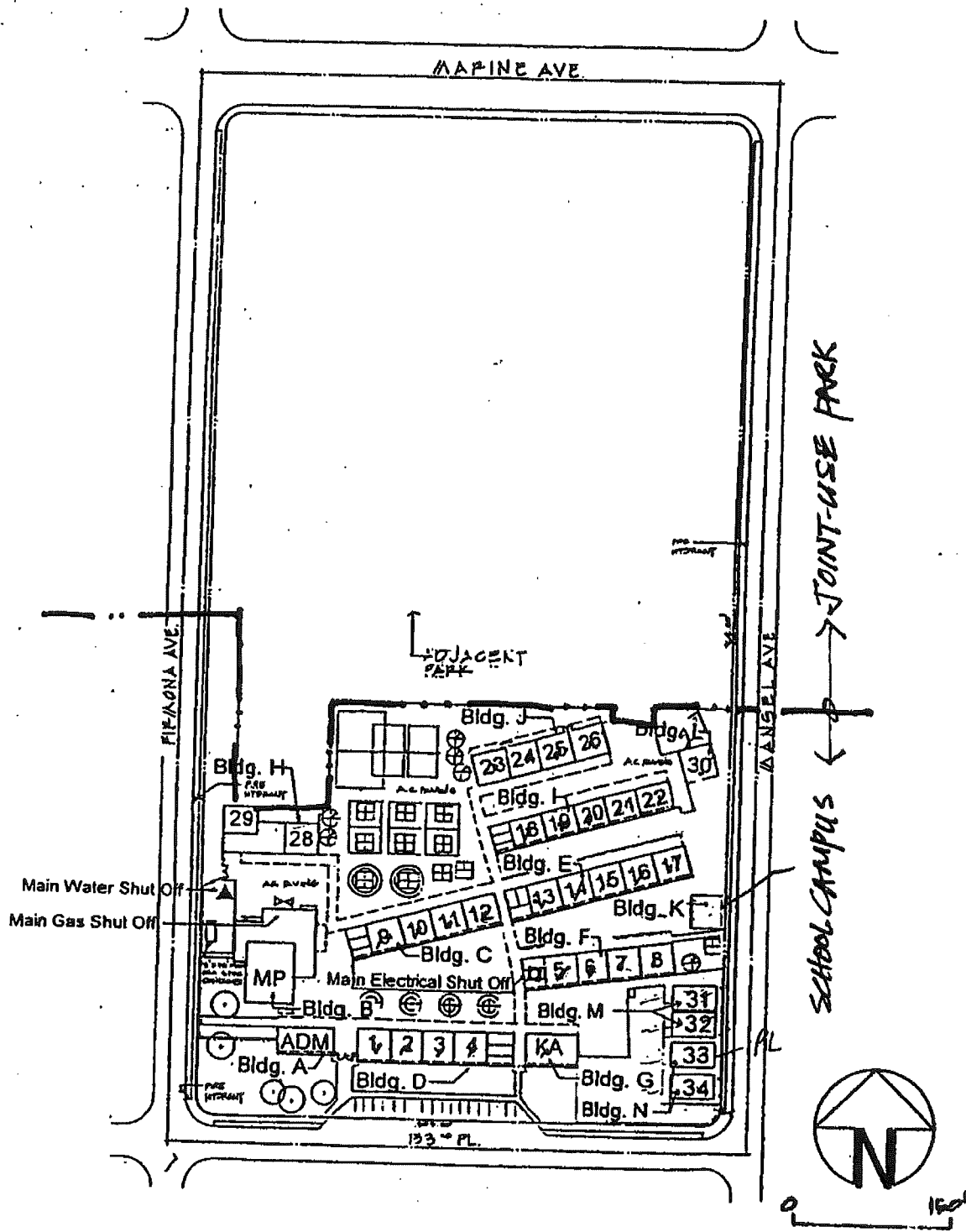


EXHIBIT "A"





CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 970-2100, FAX (310) 644-4556

DATE: January 16, 2001
TO: Honorable Mayor and City Council
FROM: Vangie Schock, City Manager
PREPARED BY: Linda Pittman, Community Services Director
SUBJECT: 25-Year Joint Powers Agreement: Addams and Green Parks

BACKGROUND

The Joint Powers Agreement (JPA) Amendments for Addams and Green Parks expire on June 30, 2001. The original Joint Powers Agreements for Addams and Green Parks were established in the 1960s and approved for an initial term of twenty-five years. Agreements have been extended on an annual basis for approximately sixteen years. The City Council requested that staff negotiate updated long-term agreements. Upon approval, the new 25-year JPA will replace the existing one-year term JPA.

STAFF REVIEW

The terms and conditions of the Joint Powers Agreements are as follows:

The new agreements are for a term of twenty-five years, from January 16, 2001 through January 16, 2026. Pursuant to the agreement, the Lawndale Elementary School District owns the properties, but allows the City to use its grounds for City recreation programs during non-school hours.

The Green Park Joint Powers Agreement incorporates terms and conditions for the use of education funds for the renovation of Green Park. On December 6, 1999, the California Department of Education notified Superintendent Condon regarding the award of a one-time grant in the amount of \$600,000 to renovate William Green Park. City staff worked with Assemblyman Ed Vincent's office to establish the renovation of this park/school as a community priority. Assemblyman Vincent identified education funds available for the project, which were authorized through the passage of AB 1115.

The tentative project schedule is as follows:

- Design completion by March 30, 2001
- Construction completion by August 30, 2001
- Maintenance period from September 1st to November 30th (90 days)

- Contract close out December 2001

In accordance with the JPA, the City has the authority to operate and maintain the park facilities. In addition, the City provides park supervision and programs such as leagues, drop-in activities and special events. The City spends approximately \$388,000 (on an annual basis) in general funds to operate Addams and Green Parks. Approximately \$252,000 is expended on maintenance, with \$136,000 dedicated to park supervision, supplies and activities.

Completed Park Projects

The City has completed several capital improvement projects designed to improve the parks over the past four years.

A summary of these projects follows:

1. Park and Playground Improvement Project - completed Winter 1997. Summary: Removed and replaced existing playground equipment; provided ADA access to playgrounds; and replaced picnic tables and benches.

Total Cost: \$544,975
Funding Summary:
 • Per Parcel Grant \$186,719
 • CDBG \$358,213
 • General Fund \$ 43

2. Wading Pool Renovation Project - completed Summer 1998. Summary: Replaced plumbing, pump and drains; resurfaced interior and exterior surfaces for wading pools located at Addams and Green Parks.

Total Cost \$ 36,500
Funding Summary:
 • Park Dev. Fund \$ 20,000
 • General Fund \$ 16,500

3. Lighting/Ballfield Renovation Project - completed Spring 1999. Summary: Re-aimed, repaired and replaced existing park lights at Addams and Green; added new park lights where needed to improve park safety and security; placed security lighting at Hogan Tot Lot; renovations of the Meyers Diamond included installation of a new arched backstop, fencing and dugouts, infield grass and irrigation, and renovation of the outfield.

Total Cost \$274,000
Funding Summary:
 • CDBG \$112,000
 • Per Parcel Grant \$ 89,000
 • General Fund \$ 61,000
 • Donation LLL \$ 12,000

The total amount spent for park capital improvements/renovation over the past four years is \$855,475.

Current Projects

Council has allocated funding in the 2000-01 fiscal year budget for the following park capital improvements:

1. Green Park Project – Project is in the design stage and will include renovation of the irrigation, field, park building/restrooms, and landscaping.

Total Cost \$600,000

Funding Summary:

- Education Grant \$600,000 (obtained by City)

2. Jane Addams Snack Bar – Project is in the design stage and will include building improved snack bar facility.

Total Cost \$100,000

Funding Summary:

- L-RDA \$100,000

3. Jane Addams Building Refurbishment/ADA – Renovation of existing park/tiny tot facility to meet ADA and upgrade facility.

Total Cost \$175,000

Funding Summary:

- County Grant \$175,000

The total amount projected for 2000-01 approved park capital improvements is \$875,000.

COMMISSION REVIEW

None required

SCHOOL DISTRICT REVIEW

The School Board will consider the Joint Powers Agreements at their January 16, 2001 meeting.

LEGAL REVIEW

The City Attorney has reviewed the new Joint Powers Agreements, Resolution No. CC-0101-005, and Resolution No. CC-0101-006, and has approved them as to form.

FUNDING

It costs approximately \$388,000 to fund Addams and Green Parks on an annual basis including park supervision, maintenance costs, park supplies, and equipment. These costs are provided for

in the general fund budget. The above capital projects are funded in the 00/01 fiscal year budget in the amount of \$875,000.

RECOMMENDATION

Staff recommends that Council:

1. Adopt Resolution No. CC-0101-005 approving the Joint Powers Agreement for Green Park;
2. Adopt Resolution No. CC-0101-006 approving the Joint Powers Agreement for Addams Park.

Attachments: Resolution No. CC-0101-005
 Resolution No. CC-0101-006

RESOLUTION NO. CC-0101-006

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA,
ADOPTING THAT CERTAIN JOINT POWERS AGREEMENT
BETWEEN THE CITY OF LAWNSDALE AND
THE LAWNSDALE ELEMENTARY SCHOOL DISTRICT,
ESTABLISHING THE JOINT USE OF JANE ADDAMS SCHOOL/PARK**

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties. The City of Lawnsdale ("City") and the Lawnsdale Elementary School District ("District") are each a public agency as defined by Government Code Section 6500 et seq. and are authorized and empowered to contract for the joint exercise of powers common to each member of the joint powers authority created hereby.

WHEREAS, Chapter 10 of Part 7 of Division 1 of Title 1 of the California Education Code authorizes school districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives.

WHEREAS, The District owns certain real property commonly known as the Jane Addams School, a portion of which (hereinafter "Recreational Area") has been developed for recreational purposes by City pursuant to that certain Recreation Agreement between the City and District dated October 17, 1960 ("Original Agreement"). The Recreational Area is described in the attached Exhibit "A". Pursuant to the Original Agreement, City has constructed, installed, operated and maintained improvements located within the Recreational Area consisting of landscaping, sprinklers, baseball diamond, auxiliary baseball diamond, backstops, picnic facilities, a storage facility, parking, light standards, a recreational facility and playground equipment.


WHEREAS, The City and District desire to exercise their powers to provide for the renovation, operation and maintenance of the Recreational Area as set forth herein.

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

SECTION 1. That the City Council does hereby adopt and approve the Community Recreation Program Agreement, a Joint Powers Agreement ("JPA"), in the form attached as Exhibit "A" to this resolution.

SECTION 2. That the City Council does hereby authorize the Mayor to execute and the City Clerk to attest to the execution of the JPA.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2001.


Harold E. Hofmann, Mayor

ATTEST:

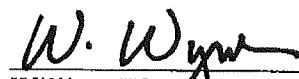
State of California)
County of Los Angeles) SS
City of Lawndale)

I, Paula Hartwill, City Clerk of the City of Lawndale, California, do hereby certify that the foregoing Resolution No. CC-0101-006 was duly approved and adopted by the City Council of the City of Lawndale at a regular meeting of said Council held on the 16th day of January, 2001, by the following roll call vote:

AYES: Hofmann, Rudolph, Rhodes, McKee, Roth
NOES: None
ABSENT: None
ABSTAIN: None


Paula Hartwill, City Clerk

APPROVED AS TO FORM:


William W. Wynder, City Attorney

Attachment 2

COMMUNITY RECREATION PROGRAM AGREEMENT

WILLIAM GREEN SCHOOL

THIS COMMUNITY RECREATION PROGRAM AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2001, by and between the CITY OF LAWNDALE, a municipal corporation ("City"), and the LAWNDALE ELEMENTARY SCHOOL DISTRICT, a California school district ("District").

RECITALS

A. California Government Code Section 6500 et seq. provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties. City and District are each a public agency as defined by Government Code Section 6500 et seq. and are authorized and empowered to contract for the joint exercise of powers common to each.

B. Chapter 10 of Part 7 of Division 1 of Title 1 of the California Education Code authorizes school districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives.

C. The District owns certain real property commonly known as the William Green School ("School"), a portion of which (hereinafter "Recreational Area") has been developed for recreational purposes by City pursuant to that certain Recreation Agreement between the City and District dated January 22, 1963 ("Original Agreement"). The Recreational Area is described in the attached Exhibit "A". Pursuant to the Original Agreement, City has constructed, installed, operated and maintained improvements located within the Recreational Area consisting of landscaping, sprinklers, baseball diamond, auxiliary baseball diamond, backstops, picnic facilities, a storage facility, parking, light standards, a recreational facility and playground equipment ("Existing Improvements").

D. Pursuant to Chapter 78 of Statutes 1999 (A.B. 1115), Six Hundred Thousand Dollars (\$600,000) has been allocated to the District by the State Superintendent of Public Instruction on a one-time basis to renovate the William Green Park, school park and playground ("State Renovation Funds").

E. The City and District desire to exercise their powers to provide for the renovation, operation and maintenance of the Recreational Area as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Renovation, Operation and Maintenance. In cooperation and in conjunction with District, City shall perform all acts necessary for the renovation, operation and maintenance of the Recreational Area including but not limited to any or all of the following:

1.1 To renovate the Existing Improvements and construct and install new improvements within the Recreational Area ("New Improvements") as may be mutually agreed upon between the parties and in accordance with applicable laws and regulations, including but not limited to A.B. 1115 and the requirements of the Division of State Architect, Department of General Services, utilizing the State Renovation Funds and other funds as may be provided by City. The Existing Improvements and New Improvements are collectively referred to herein as the "Recreational Improvements");

1.2 To manage, operate and maintain the Recreational Improvements;

1.3 To make and enter into contracts for the construction, installation, renovation, maintenance, and operation of the Recreational Improvements; and

1.4 In conjunction with the District, to adopt rules and regulations for the use of the Recreational Improvements by third parties.

2. Authorized Representatives. The authorized representative of the City shall be the Community Services Director ("Director"). The authorized representative of the District shall be the Associate Superintendent of Business Services ("Associate Superintendent"). Director and Associate Superintendent shall have general authority to administer the Recreational Improvements under the terms and conditions of this Agreement.

3. Design of Recreational Improvements. Prior to commencing any renovation or construction work within the Recreational Area, City shall provide District with appropriate proposals, plans, drawings and specifications prepared by a duly licensed architect, engineer or other design professional depicting and describing such proposed work together with cost estimates therefor. All such proposed work and the costs therefor shall be subject to review and approval by District, which approval shall not be unreasonably withheld. City and District shall reasonably cooperate in finalizing plans, drawings and specifications for all proposed work within the Recreational Area.

4. Renovation or Construction of Recreational Improvements. Prior to City's award of any contracts for the renovation or construction of any Recreational Improvements, City shall consult with the District for the purpose of determining scheduling and sequencing of the work or other considerations for the performance of the work or the contract for the work, including but not limited to insurance and bonding requirements. City acknowledges and agrees that all work to be performed shall be planned, scheduled and sequenced in such a manner as to not interfere with school operations or activities. City and District shall endeavor to coordinate the renovation and construction work with other renovation or construction work performed at the School site by the District or those under contract with the District.

5. No Liens. City shall keep the School site free and clear of all materialmen's liens, lis pendens and other liens, claims or encumbrances arising out of or related to the work performed under this Agreement by City, its contractors or agents. City agrees to defend, indemnify and

hold the District harmless from and against any and all such liens, claims and encumbrances, including payment of attorneys' fees and costs.

6. Use of Recreational Improvements.

6.1 District Use. The District shall have priority use of the Recreational Improvements during the normal school day. As used herein, "normal school day" refers to that period of time when classes are in session, including the regular school year, summer sessions and inter-sessions (year-round school). In addition to use during normal school days, District shall have priority use of the Recreational Improvements for school-related activities, events and functions during all times other than those within normal school days. By way of example and not by way of limitation, school-related activities include uses for after-school programs, school athletics, school club activities, parent/teacher association activities, school fundraisers, graduation ceremonies and related commencement activities. At all other times, the City shall have the right to the full and unrestricted use of the Recreational Improvements.

6.2 City Use; Third Party Use. Subject to the foregoing paragraph (a), City recreational and social events shall have second priority use of the Recreational Improvements. All other groups and agencies shall have third priority use of the Recreational Improvements. No person, agency or organization shall be permitted to use any part of the Recreational Improvements where such use is inconsistent with provisions of the California Education Code.

6.3 Use Fees. District shall not charge City any rental or fee or other charge for the use of the Recreational Improvements while this Agreement is in effect. City may charge a reasonable fee to organizations or persons, other than the District, to cover the expenses of the particular activity or service conducted within the Recreational Area.

7. Supervision and Clean-up.

7.1 Supervision and Clean-up. During their respective times of use as set forth in this Agreement, City and District shall be responsible for adequate supervision, staffing and clean-up of the Recreational Area. City and District shall require any user who contracts to use the Recreational Area or Recreational Improvements with either entity to provide adequate supervision, staffing and clean-up. All clean-up shall be completed no later than the commencement of the next school day. If no user fee is charged to contract users by City, City shall assume the responsibility for supervision, staffing and clean-up. City and District agree that no use of the Recreational Area or Recreational Improvements will be allowed when such use involves the consumption or possession of alcohol nor shall any use be allowed which would damage the School site, Recreational Area or Recreational Improvements, except for normal wear and tear.

8. Indemnification and Insurance.

8.1 Indemnification of District by City. City shall be responsible for acts or omissions of City, its officers, representatives, agents, employees or third party users under contract with the City arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless District, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including

attorneys' fees in connection therewith, without any right of contribution or indemnity from District, its officers, representatives, agents or employees.

8.2 Indemnification of City by District. District shall be responsible for acts or omissions of the District, its officers, representatives, agents, employees or third party users under contract with the District arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless City, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from City, its officers, representatives, agents or employees.

8.3 No Indemnity for Punitive Damages. The indemnity provisions set forth in this Section 8 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

8.4 Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees, that may be imposed upon or incurred by such other party solely by virtue of Government Code Section 895.21.

8.5 Insurance.

8.5.1 Each party shall procure and maintain, during the period of this Agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

Bodily injury (including death)	\$2,000,000.00
Each person, each occurrence	\$2,000,000.00
Property damage	\$2,000,000.00

8.5.2 Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination or cancellation.

8.5.3 The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California cities and school districts.

8.5.4 The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain

insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the parties may meet their insurance requirements under this Section 8.5 in the same manner.

8.6 Privileges and Immunities. Notwithstanding anything to the contrary in this Agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

8.7 Effective Date. This Agreement shall become effective after the City and District have each authorized their respective representatives to enter into this Agreement ("Effective Date"), which date shall be inserted into the preamble of this Agreement, and shall remain in effect until terminated in accordance with the terms of this Agreement.

9. Term.

9.1 This Agreement shall terminate on the date which is twenty-five (25) years following the Effective Date ("Termination Date"); provided, however, that this Agreement may be terminated by either party by giving the other party one year's prior written notice.

9.2 The parties acknowledge that it is in their mutual interests to periodically review the terms and conditions of this Agreement to determine if adjustments or amendments thereto are desirable. Accordingly, the parties agree that such periodic review shall occur not later than the close of the fifth (5th), tenth (10th), fifteenth (15th), and twentieth (20th) anniversary of the Effective Date of this Agreement, provided that the Agreement is still in effect at the time of each such anniversary.

9.3 Prior to such anniversary dates, the parties agree to meet and confer in good faith to determine if this Agreement is in need of amendment, revision, or modification. The parties further acknowledge and agree that a failure to reach agreement on possible amendments, revisions, or modifications to this Agreement shall not constitute a breach hereof.

10. Disposition of Improvements Upon Termination.

10.1 Existing Improvements. District acknowledges that City owns the Existing Improvements. The parties acknowledge and agree that the Existing Improvements are fully depreciated. Should City or District elect to terminate this Agreement before the end of the term in accordance with Section 9 above, City shall, in its sole discretion, either (i) remove the Existing Improvements within ninety (90) days of termination of this Agreement; or (ii) transfer title to the Existing Improvements to District free of charge within 90 days of termination of this Agreement.

10.2 New Improvements. If City or District elect to terminate this Agreement before the end of the term in accordance with Section 9 above, District agrees to reimburse the City the fair and reasonable value of those New Improvements installed or constructed in the Recreational Area using City funds (not State Renovation Funds or other grant funds) in an amount equal to the depreciated cost thereof based on a straight-line method of depreciation calculated over the useful life of such improvements. If City or District elect to terminate this Agreement before the end of the term in accordance with Section 9 above, the parties agree that

District owes no reimbursement to City for New Improvements installed or constructed using the State Renovation Funds or other grant funds.

11: Miscellaneous.

11.1 Amendment. This Agreement may be amended or modified only by an agreement in writing approved by the governing body of each party hereto.

11.2 Conflicts of Interest. No director, officer, official, representative, agent or employee of the City or District shall have any financial interest, direct or indirect, in this Agreement.

11.3 Notices. All formal notices, demands, and communications between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

If to City: City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
Attn: City Manager
Community Services Manager/Director

With copy to: Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626
Attn: William W. Wynder, Esq.

If to District: Lawndale School District
4161 W. 147th
Lawndale, CA 90260
Attn: Associate Superintendent, Business Services

With copy to: Sharon Suarez
Wong & Suarez
3420 Ocean Park Boulevard
Suite 3000
Santa Monica, CA 90405

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at Noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

11.4 Severability. Should any portion, term, condition, or provision of this Agreement be determined in a final judgment or order of a court of competent jurisdiction to be illegal, void, unenforceable, or in conflict with any law of the State of California, this Agreement shall remain

in full force and effect and shall be interpreted insofar as possible to carry out its intent, and the remaining portions, terms, conditions, and provisions shall not be affected thereby.

11.5 Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or condition shall be a waiver of any other term or condition or the same term or condition at a different time.

11.6 Nondiscrimination. There shall be no discrimination by the City or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of its obligations under this Agreement.

11.7 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of California and as if drafted by both parties hereto.

11.8 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, or any other rights or remedies for the same default or any other default by another party.

11.9 Assignment. This Agreement shall not be assignable by either party without the express prior written consent of the other party.

11.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

11.11 Attorneys' Fees. In any action between the parties respecting this Agreement, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs and expert witness fees.

11.12 Eminent Domain. In the event that all or any portion of the Recreational Improvements is taken by eminent domain either party shall have the right to terminate this Agreement. In such event, City shall be reimbursed from the condemnation proceeds the fair market value of the Existing Improvements and those New Improvements installed or constructed by City using City funds (not State Renovation Funds). District shall be reimbursed from the condemnation proceeds the fair market value of those New Improvements installed or constructed using the State Renovation Funds.

11.13 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes all previous negotiations and agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement.

11.14 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DATED: _____

“CITY”
CITY OF LAWNSDALE, a municipal Corporation

By Harold E. Hofmann
Mayor

ATTEST
[Signature]
City Clerk

APPROVED AS TO FORM:

W. Wynn
City Attorney

DATED: _____

“DISTRICT”
LAWNSDALE SCHOOL DISTRICT

By _____
Superintendent

ATTEST:

APPROVED AS TO FORM:

Attorney for School District

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DATED: _____

“CITY”
CITY OF LAWNSDALE, a municipal
Corporation

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATED: _____

“DISTRICT”
LAWNSDALE SCHOOL DISTRICT

By _____
Superintendent

ATTEST:

APPROVED AS TO FORM:

Attorney for School District

EXHIBIT "A"

Description of Site and Facility

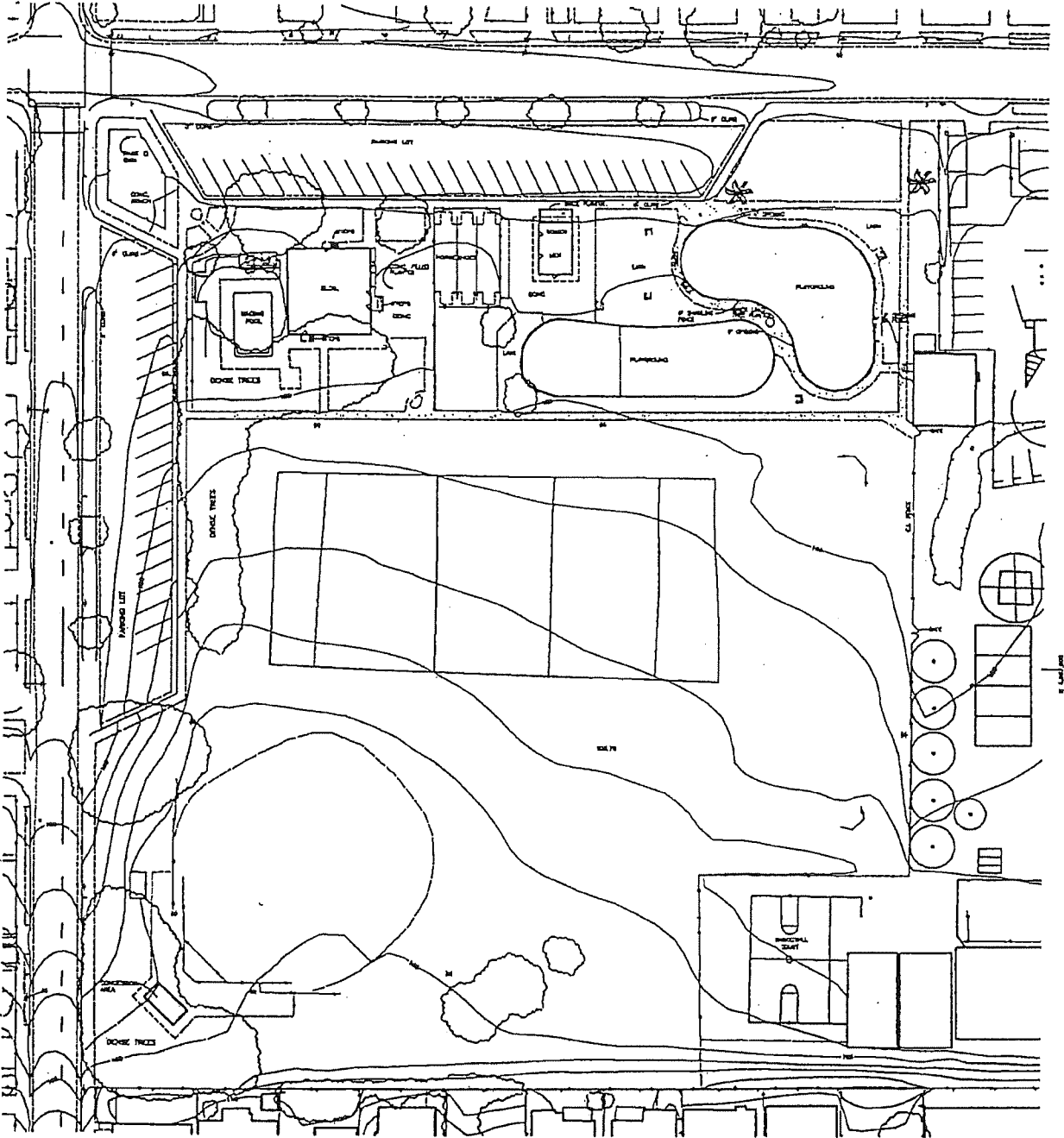
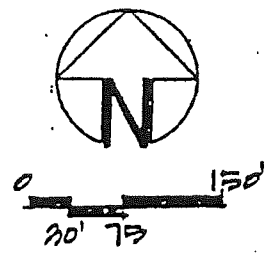
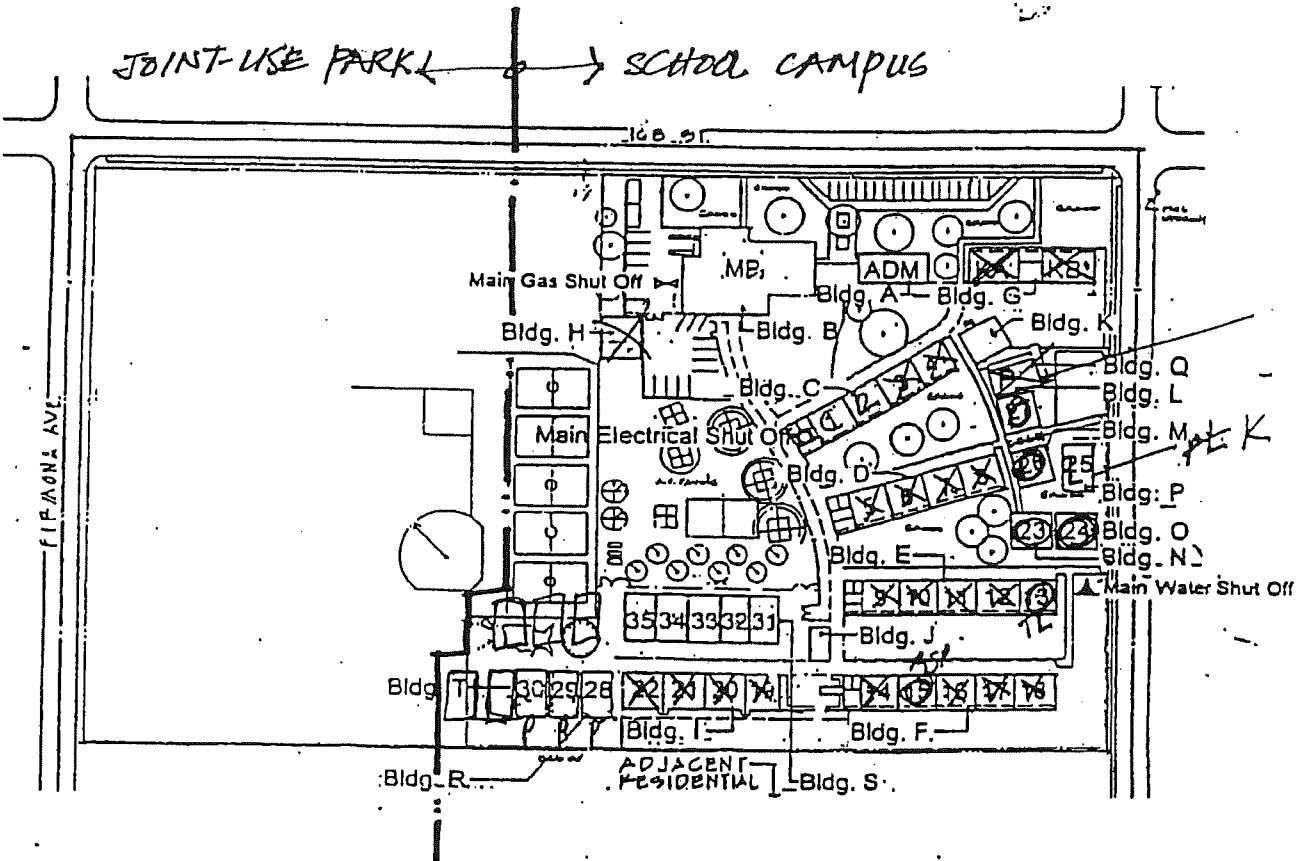


EXHIBIT "A"



MERRICK PLANNING & ARCHITECTURE GROUP

Project

Sheet

M P
A G

259 N Shafter
Orange, CA 92666
714 639 7145
Fax 639 8733

Lawndale School District
Green Campus Plan
Updated July 1997

9



CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 970-2100, FAX (310) 644-4556

DATE: January 16, 2001
TO: Honorable Mayor and City Council
FROM: Vangie Schock, City Manager
PREPARED BY: Linda Pittman, Community Services Director
SUBJECT: 25-Year Joint Powers Agreement: Addams and Green Parks

BACKGROUND

The Joint Powers Agreement (JPA) Amendments for Addams and Green Parks expire on June 30, 2001. The original Joint Powers Agreements for Addams and Green Parks were established in the 1960s and approved for an initial term of twenty-five years. Agreements have been extended on an annual basis for approximately sixteen years. The City Council requested that staff negotiate updated long-term agreements. Upon approval, the new 25-year JPA will replace the existing one-year term JPA.

STAFF REVIEW

The terms and conditions of the Joint Powers Agreements are as follows:

The new agreements are for a term of twenty-five years, from January 16, 2001 through January 16, 2026. Pursuant to the agreement, the Lawndale Elementary School District owns the properties, but allows the City to use its grounds for City recreation programs during non-school hours.

The Green Park Joint Powers Agreement incorporates terms and conditions for the use of education funds for the renovation of Green Park. On December 6, 1999, the California Department of Education notified Superintendent Condon regarding the award of a one-time grant in the amount of \$600,000 to renovate William Green Park. City staff worked with Assemblyman Ed Vincent's office to establish the renovation of this park/school as a community priority. Assemblyman Vincent identified education funds available for the project, which were authorized through the passage of AB 1115.

The tentative project schedule is as follows:

- Design completion by March 30, 2001
- Construction completion by August 30, 2001
- Maintenance period from September 1st to November 30th (90 days)

- Contract close out December 2001

In accordance with the JPA, the City has the authority to operate and maintain the park facilities. In addition, the City provides park supervision and programs such as leagues, drop-in activities and special events. The City spends approximately \$388,000 (on an annual basis) in general funds to operate Addams and Green Parks. Approximately \$252,000 is expended on maintenance, with \$136,000 dedicated to park supervision, supplies and activities.

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A summary of these projects follows:

1. Park and Playground Improvement Project - completed Winter 1997. Summary: Removed and replaced existing playground equipment; provided ADA access to playgrounds; and replaced picnic tables and benches.

Total Cost: \$544,975
Funding Summary:
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Total Cost \$274,000
Funding Summary:
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The total amount spent for park capital improvements/renovation over the past four years is \$855,475.

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1. Green Park Project – Project is in the design stage and will include renovation of the irrigation, field, park building/restrooms, and landscaping.

Total Cost \$600,000

Funding Summary:

- Education Grant \$600,000 (obtained by City)

2. Jane Addams Snack Bar – Project is in the design stage and will include building improved snack bar facility.

Total Cost \$100,000

Funding Summary:

- L-RDA \$100,000

3. Jane Addams Building Refurbishment/ADA – Renovation of existing park/tiny tot facility to meet ADA and upgrade facility.

Total Cost \$175,000

Funding Summary:

- County Grant \$175,000

The total amount projected for 2000-01 approved park capital improvements is \$875,000.

COMMISSION REVIEW

None required

SCHOOL DISTRICT REVIEW

The School Board will consider the Joint Powers Agreements at their January 16, 2001 meeting.

LEGAL REVIEW

The City Attorney has reviewed the new Joint Powers Agreements, Resolution No. CC-0101-005, and Resolution No. CC-0101-006, and has approved them as to form.

FUNDING

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in the general fund budget. The above capital projects are funded in the 00/01 fiscal year budget in the amount of \$875,000.

RECOMMENDATION

Staff recommends that Council:

1. Adopt Resolution No. CC-0101-005 approving the Joint Powers Agreement for Green Park;
2. Adopt Resolution No. CC-0101-006 approving the Joint Powers Agreement for Addams Park.

Attachments: Resolution No. CC-0101-005
 Resolution No. CC-0101-006

RESOLUTION NO. CC-0101-005

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA,
ADOPTING THAT CERTAIN JOINT POWERS AGREEMENT
BETWEEN THE CITY OF LAWNSDALE AND
THE LAWNSDALE ELEMENTARY SCHOOL DISTRICT,
ESTABLISHING THE JOINT USE OF WILLIAM GREEN SCHOOL**

WHEREAS, California Government Code Section 6500 *et seq.* provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties. The City of Lawnsdale ("City") and the Lawnsdale Elementary School District ("District") are each a public agency as defined by Government Code Section 6500 *et seq.* and are authorized and empowered to contract for the joint exercise of powers common to each member of the joint powers authority created hereby.

WHEREAS, Chapter 10 of Part 7 of Division 1 of Title 1 of the California Education Code authorizes school districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives.

WHEREAS, the District owns certain real property commonly known as the William Green School, a portion of which (hereinafter "Recreational Area") has been developed for recreational purposes by City pursuant to that certain Recreation Agreement between the City and District dated January 22, 1963 ("Original Agreement"). The Recreational Area is described in the attached Exhibit "A". Pursuant to the Original Agreement, City has constructed, installed, operated and maintained improvements located within the Recreational Area consisting of landscaping, sprinklers, baseball diamond, auxiliary baseball diamond, backstops, picnic facilities, a storage facility, parking, light standards, a recreational facility and playground equipment.

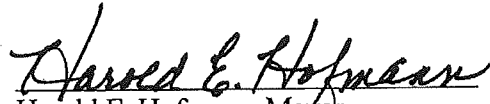
WHEREAS, the City and District desire to exercise their powers to provide for the renovation, operation and maintenance of the Recreational Area as set forth herein.

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

SECTION 1. That the City Council does hereby adopt and approve the Community Recreation Program Agreement, a Joint Powers Agreement ("JPA"), in the form attached as Exhibit "A" to this resolution.

SECTION 2. That the City Council does hereby authorize the Mayor to execute and the City Clerk to attest to the execution of the JPA.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2001.

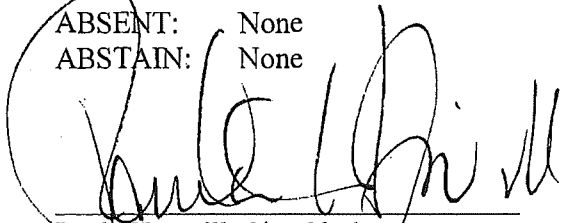

Harold E. Hofmann, Mayor

ATTEST:

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

I, Paula Hartwill, City Clerk of the City of Lawndale, California, do hereby certify that the foregoing Resolution No. CC-0101-005 was duly approved and adopted by the City Council of the City of Lawndale at a regular meeting of said Council held on the 16th day of January, 2001, by the following roll call vote:

AYES: Hofmann, Rudolph, Rhodes, McKee, Roth
NOES: None
ABSENT: None
ABSTAIN: None



Paula Hartwill, City Clerk

APPROVED AS TO FORM:



William W. Wunder, City Attorney

Attachment 3

COMMUNITY RECREATION PROGRAM AGREEMENT

WILLIAM ANDERSON AND WILL ROGERS SCHOOL

THIS COMMUNITY RECREATION PROGRAM AGREEMENT ("Agreement") is made and entered into this 4th day of November, 2008 ("Effective Date"), by and between the CITY OF LAWNSDALE, a municipal corporation ("City"), and the LAWNSDALE ELEMENTARY SCHOOL DISTRICT, a California school district ("District").

RECITALS

A. California Government Code Section 6500, *et seq.*, provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties. City and District are each a public agency as defined by Government Code Section 6500, *et seq.*, and are authorized and empowered to contract for the joint exercise of powers common to each.

B. Chapter 10 of Part 7 of Division 1 of Title 1 of the California Education Code authorizes school districts to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives.

C. The District owns certain real property commonly known as the William Anderson and Will Rogers School ("School"), a portion of which (hereinafter "Recreational Area") has been developed for recreational purposes by City pursuant to a prior agreement between the City and District ("Original Agreement"). The Recreational Area is described in the attached Exhibit "A". Pursuant to the Original Agreement, and subsequent amendments, City has constructed, installed, operated and maintained improvements located within the Recreational Area consisting of landscaping, sprinklers, baseball diamonds, backstops, picnic facilities, restroom facilities, and parking ("Existing Improvements").

D. The City desires to use the Recreational Area to provide recreational and social activities for its residents.

E. The District and City desire to enter into this Agreement to update the terms for their mutual operation and joint use of the Facilities in a manner that is harmonious with District's educational programs and City's recreational and social programs.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Renovation, Operation and Maintenance. In cooperation and in conjunction with District, City shall perform all acts necessary for the renovation, operation and maintenance of the Recreational Area including, but not limited to, any or all of the following:

1.1 Renovation. Upon City's election to renovate the Existing Improvements, subject to City's receipt of District's written consent to same, City may construct and install new improvements within the Recreational Area ("New Improvements") in accordance with applicable laws and regulations including, but not limited to, the requirements of the Division of State Architect, Department of General Services, utilizing funds provided by City and/or other grant funds. The City shall not be obligated to undertake any renovations within the Recreation Area or complete renovations initiated by the District. Nor shall the City be obligated to undertake any renovations unless such renovations are deemed necessary and appropriately approved by the City. The Existing Improvements and New Improvements are collectively referred to herein as the "Recreational Improvements").

1.2 Design of Recreational Improvements. Prior to commencing any renovation or construction work within the Recreational Area, City shall provide District with appropriate proposals, plans, drawings and specifications prepared by a duly licensed architect, engineer or other design professional depicting and describing such proposed work together with cost estimates therefore. All such proposed work and the costs therefore shall be subject to review and approval by District, which approval shall not be unreasonably withheld. City and District shall reasonably cooperate in finalizing plans, drawings and specifications for all proposed work within the Recreational Area.

1.3 Renovation or Construction of Recreational Improvements. Prior to City's award of any contracts for the renovation or construction of any Recreational Improvements, City shall consult with the District for the purpose of determining scheduling and sequencing of the work or other considerations for the performance of the work or the contract for the work, including but not limited to insurance and bonding requirements. City acknowledges and agrees that all work to be performed shall be planned, scheduled and sequenced in such a manner as to not interfere with school operations or activities. City and District shall also endeavor to coordinate the renovation and construction work with other renovation or construction work performed within or near the Recreational Area by the District or those under contract with the District.

1.4 No Liens. City shall keep the Recreational Area free and clear of all materialmen's liens, lis pendens and other liens, claims or encumbrances arising out of or related to the work performed under this Agreement by City, its contractors or agents. City agrees to defend, indemnify and hold the District harmless from and against any and all such liens, claims and encumbrances, including payment of attorneys' fees and costs.

1.5 City's Responsibilities. City shall also:

(a) Manage, operate and maintain the Recreational Improvements;

(b) Make and enter into contracts, as needed as determined by the City, for the construction, renovation, installation, maintenance, and/or operation of the Recreational Improvements; and

(c) In conjunction with the District, adopt rules and regulations for the use of the Recreational Improvements by third parties.

2. Authorized Representatives. The authorized representative of the City shall be the City Manager ("City Manager"). The authorized representative of the District shall be the Associate Superintendent of Business Services ("Associate Superintendent"). City Manager and Associate Superintendent shall have general authority to administer the Recreational Improvements under the terms and conditions of this Agreement.

3. Use of Recreational Improvements.

3.1 District Use. The District shall have priority use of the Recreational Improvements during the normal school day. As used herein "normal school day" refers to that period of time when classes are in session including the regular school year, summer sessions and inter-sessions (year-round school). In addition to use during normal school days, District shall have priority use of the Recreational Improvements for school-related activities, events and functions during all times other than those within normal school days. By way of example and not by way of limitation, school-related activities include uses for after-school programs, school athletics, school club activities, parent/teacher association activities, school fundraisers, graduation ceremonies and related commencement activities. At all other times, the City shall have the right to the full and unrestricted use of the Recreational Improvements subject to Sections 3.2 and 3.3 of this Agreement.

3.2 Scheduling Meetings. Each year during the term of this Agreement, City and District shall meet prior to the commencement of a new school year to discuss the dates and times that District will require the use of the Recreational Improvements other than during a normal school day. The parties shall adhere to the use schedule negotiated at that time. Nevertheless, during the course of a school year, should District desire to use the Recreational Improvements for any school-related activities at a time other than during normal school hours or a time listed in the agreed-upon schedule, the District shall provide the City with three (3) days written notice of such use.

3.3 Civic Center Act. Both parties acknowledge that the Recreational Area may be identified as a "Civic Center" pursuant to Education Code Sections 38130 et seq. ("Civic Center Act") and that subsequent to identification as a Civic Center the use of the Recreational Area must comply with the provisions of the Civic Center Act. To the extent permitted by law, and regardless of whether the Recreational Area is designated a Civic Center, the Parties shall charge a fee, in accordance with District policy and based on the current District

schedule of charges, to organizations or persons other than the Parties to cover expenses of the particular activity or service conducted at the Recreational Area.

3.4 City Use; Third Party Use. Subject to the foregoing Sections 3.1 and 3.2 of this Agreement, City recreational and social events shall have second priority use of the Recreational Improvements. All other groups and agencies shall have third priority use of the Recreational Improvements. No person, agency or organization shall be permitted to use any part of the Recreational Improvements where such use is inconsistent with provisions of the California Education Code.

3.5 Use Fees. District shall not charge City any rental or fee or other charge for the use of the Recreational Improvements while this Agreement is in effect. City may charge a reasonable fee to organizations or persons, other than the District, to cover the direct costs incurred by the City for the particular activity or service conducted within the Recreational Area.

4. Supervision and Clean-Up.

4.1 Supervision and Clean-up. During their respective times of use as set forth in this Agreement, City and District shall be responsible for adequate supervision, staffing and clean-up of the Recreational Area. City and District shall require any user who contracts to use the Recreational Area or Recreational Improvements with either entity to provide adequate supervision, staffing and clean up. All clean up shall be completed no later than the commencement of the next school day. If no user fee is charged to contract users by City, City shall assume the responsibility for supervision, staffing and clean up. City and District agree that no use of the Recreational Area or Recreational Improvements will be allowed when such use involves the consumption or possession of alcohol nor shall any use be allowed which would damage the School site, Recreational Area or Recreational Improvements, except for normal wear and tear.

5. Indemnification And Insurance.

5.1 Indemnification of District by City. City shall be responsible for acts or omissions of the City, its officers, representatives, agents, employees or third party users under contract with the City arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless District, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection therewith, without any right of contribution or indemnity from District, its officers, representatives, agents or employees.

5.2 Indemnification of City by District. District shall be responsible for acts or omissions of the District, its officers, representatives, agents, employees or third party users under contract with the District arising out of this Agreement and which have caused or which are claimed to have caused accident, loss, injury, death or any other damage to persons or real or personal property, and shall indemnify, defend and save harmless City, its officers, agents and employees, from and against all claims, actions, damages, liabilities and expenses, including

attorneys' fees in connection therewith, without any right of contribution or indemnity from City, its officers, representatives, agents or employees.

5.3 No Indemnity for Punitive Damages. The indemnity provisions set forth in this Section 5 shall not be construed to obligate a party to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

5.4 Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other party solely by virtue of Government Code Section 895.2.

5.5 Insurance.

5.5.1. Each party shall procure and maintain, during the period of this Agreement, comprehensive public liability insurance coverage, for its acts or omissions described herein in a form satisfactory to the other party in the following minimum amounts:

Bodily injury (including death)	\$2,000,000.00
Each person, each occurrence	\$2,000,000.00
Property damage	\$2,000,000.00

5.5.2. Policies or certificates evidencing each party's coverage shall be filed with the other party, shall include the other party as a named additional insured, and shall be primary. Said policies or certificates shall provide thirty (30) days' written notice to the other party prior to any material change, termination or cancellation.

5.5.3. The insurance limits referred to herein may be increased from time to time by mutual written consent in accord with then accepted practice for California cities and school districts.

5.5.4. The parties recognize that insurance practices and requirements of a school district and a municipality may differ from that of private parties and may change from time to time. During any period of time in which the parties, as regular practice do not maintain insurance but rather self-insure or participate in a Joint Powers Agreement with other governmental entities, the parties may meet their insurance requirements under this Section in the same manner.

5.6 Privileges and Immunities. Notwithstanding anything to the contrary in this Agreement, neither party waives any of the privileges and immunities from liability,

exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of either party.

5.7 Effective Date. This Agreement shall become effective after the City and District have each authorized their respective representatives to enter into this Agreement ("Effective Date"), which date shall be inserted into the preamble of this Agreement, and shall remain in effect until terminated in accordance with the terms of this Agreement.

6. Term.

6.1 This Agreement shall terminate on the date which is eighteen (18) years following the Effective Date ("Termination Date"); provided, however, that this Agreement may be terminated by either party by giving the other party one year's prior written notice.

6.2 The parties agree that it is in their mutual interests to periodically review the terms and conditions of the Agreement to determine if adjustments or amendments thereto are desirable. Accordingly, the parties agree that such periodic review shall occur not later than the close of the fifth (5th), tenth (10th), and fifteenth (15th) anniversary of the Effective Date of this Agreement, provided that the Agreement is still in effect at the time of each such anniversary.

6.3 Prior to such anniversary date, the parties agree to meet and confer in good faith to determine if the Agreement is in need of amendment, revision, or modification. The parties further acknowledge and agree that a failure to reach agreement on possible amendments, revisions, or modifications to this Agreement shall not constitute a breach hereof.

7. Disposition of Recreational Improvements Upon Termination.

7.1 Existing Improvements. District acknowledges that City owns the Existing Improvements. The parties acknowledge and agree that the Existing Improvements are fully depreciated. Should City or District elect to terminate this Agreement before the end of the term in accordance with Section 6 above, City shall, in its sole discretion, either (i) remove the Existing Improvements within ninety (90) days of termination of this Agreement; or (ii) transfer title to the Existing Improvements to District free of charge within 90 days of termination of this Agreement.

7.2 New Improvements. If City or District elect to terminate this Agreement before the end of the term in accordance with Section 6 above, District agrees to reimburse the City the fair and reasonable value of those New Improvements installed or constructed in the Recreational Area using City funds (not State Renovation Funds or other grant funds received by the District) in an amount equal to the depreciated cost thereof based on a straight-line method of depreciation calculated over the useful life of such improvements. If City or District elects to terminate this Agreement before the end of the term in accordance with Section 6 above, the parties agree that District owes no reimbursement to City for New Improvements installed or constructed using the State Renovation Funds or other grant funds received by the District.

8. Miscellaneous.

8.1 Amendment. This Agreement may be amended or modified only by an Agreement in writing approved by the governing body of each party hereto.

8.2 Conflicts of Interest. No director, officer, official, representative, agent or employee of the City or District shall have any financial interest, direct or indirect, in this Agreement.

8.3 Notices. All formal notices, demands, and communications between the parties shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

If to City: City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
Attn: City Manager
Community Services Manager/Director

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, CA 92627
Attn: Tiffany J. Israel, Esq.

If to District: Lawndale School District
4161 W. 147th
Lawndale, CA 90260
Attn: Associate Superintendent, Business Services

With copy to: Constance J. Schwindt
Atkinson, Andelson, Loya, Ruud & Romo
17871 Park Plaza Drive, Suite 200
Cerritos, CA 90703

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective at Noon on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent to such other addresses as any party may from time to time designate in a notice delivered in accordance with the requirements of this Section.

8.4 Severability. Should any portion, term, condition, or provision of this Agreement be determined in a final judgment or order of a court of competent jurisdiction to be illegal, void, unenforceable, or in conflict with any law of the State of California, this Agreement shall remain in full force and effect and shall be interpreted insofar as possible to carry out its intent, and the remaining portions, terms, conditions, and provisions shall not be affected thereby.

8.5 Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or condition shall be a waiver of any other term or condition or the same term or condition at a different time.

8.6 Nondiscrimination. There shall be no discrimination by the City or District against any person on account of race, color, religion, sex, marital status, national origin, or ancestry in the performance of its obligations under this Agreement.

8.7 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of California and as if drafted by both parties hereto.

8.8 Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, or any other rights or remedies for the same default or any other default by another party.

8.9 Assignment. This Agreement shall not be assignable by either party without the express prior written consent of the other party.

8.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

8.11 Attorneys' Fees. In any action between the parties respecting this Agreement, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs and expert witness fees.

8.12 Eminent Domain. In the event that all or any portion of the Recreational Improvements are taken by eminent domain either party shall have the right to terminate this Agreement. In such event, City shall be reimbursed from the condemnation proceeds for the fair market value of the Existing Improvements and those New Improvements installed or constructed by City using City funds (not State Renovation Funds). District shall be reimbursed from the condemnation proceeds the fair market value of those New Improvements installed or constructed using the State Renovation Funds and/or other grant funds received by the District.

8.13 Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes all previous negotiations and agreements between the parties, whether written or oral, with respect to the subject matter of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

8.14 Incorporation of Exhibits. All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

"CITY"
CITY OF LAWNSDALE, a municipal Corporation

Dated: 12/4/08

By: *Doreen E. Hoffman*
Mayor

ATTEST:

Scott L. Giam
^{Asst} City Clerk

APPROVED AS TO FORM:

Antonia Kueck, Deputy City Attorney for
City Attorney

"DISTRICT"
LAWNSDALE SCHOOL DISTRICT

Dated: _____

By: *George Condon*
Superintendent (for J. Condon)

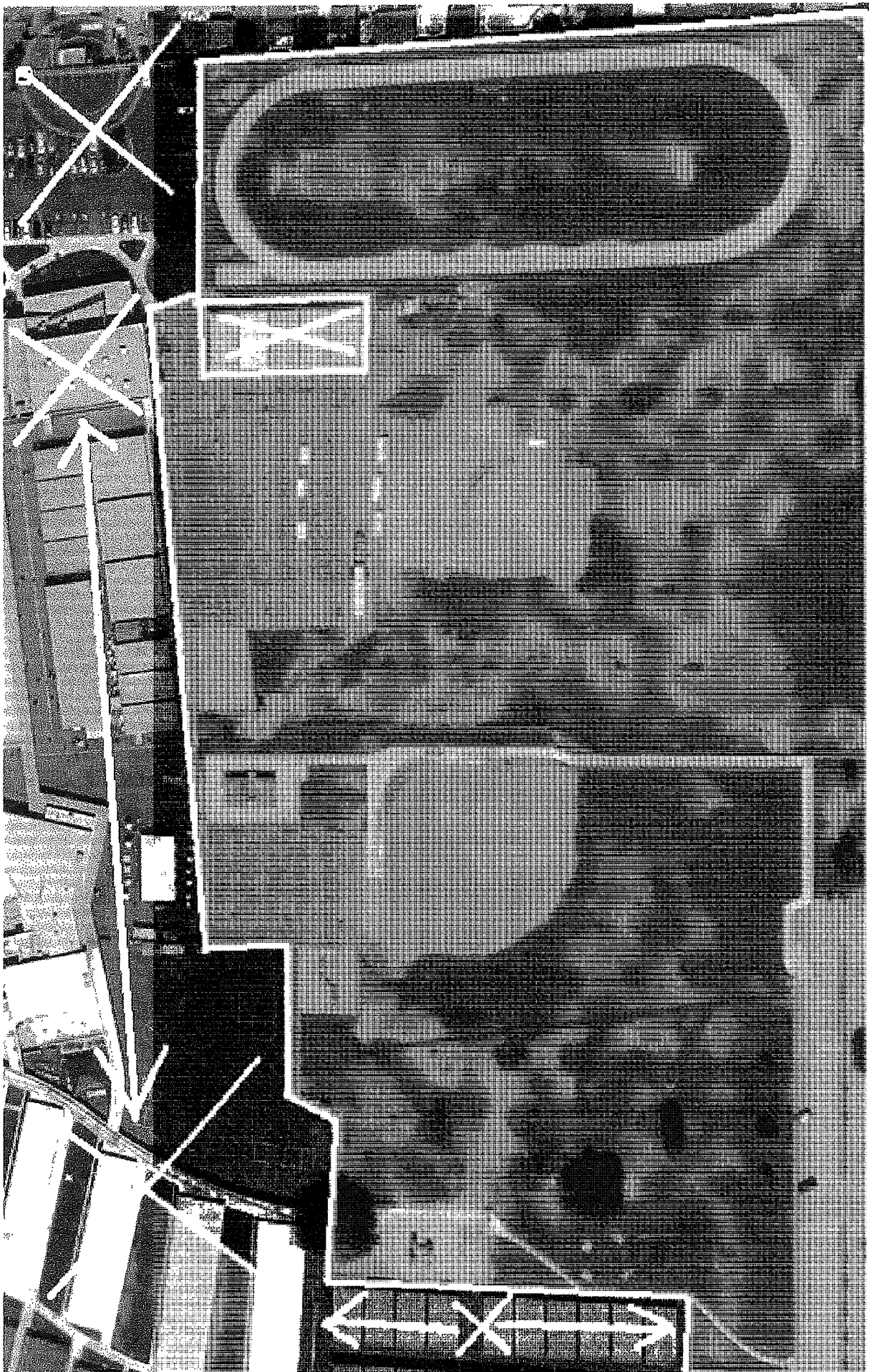
ATTEST:

APPROVED AS TO FORM:

Attorney for School District

EXHIBIT "A"

Description of Recreational Area



Google

Eye alt: 288m

Jul 31, 2007

89° 53' 20" N 108° 20' 45" 60" W



CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
PHONE (310) 973-3200, FAX (310) 644-4556

DATE: December 1, 2008

TO: Honorable Mayor and City Council

FROM: Keith M. Breskin, City Manager

PREPARED BY: Mike Estes, Director of Community Services (Me)

SUBJECT: Rogers/Anderson Community Recreation Agreement

BACKGROUND

On February 3, 1976, the City of Lawndale and the Lawndale Elementary School District (LESD) entered into a 25-year joint use agreement giving the City the authority to use the Will Rogers/William Anderson recreational facilities. Subsequently, on June 19, 1978, the agreement was amended for the first time and a new 25-year agreement was established. On July 15, 1993 a second amendment was entered into. However, this amendment was a result of anticipated recreational facility improvements; therefore the term of the agreement was not altered. Prior to the expiration of the second amendment, a final amendment was entered into on June 16, 2003 for a term of one year.

STAFF REVIEW

Staff recently discovered that the final amendment of the agreement expired on June 30, 2004 and a new agreement has since not been created. During negotiations for a new agreement in 2003, it is evident that the City was not able to secure a long-term agreement with LESD for the use of Rogers/Anderson Park. Because the final amendment of the contract has long since expired, staff is proposing that a new agreement is entered into with LESD.

The City currently has three joint use agreements in place with LESD: 1) Jane Addams Park 2) William Green Park 3) Diane Bollinger Memorial Gymnasium. The Jane Addams and William Green park agreements expire in 2026 and the Diane Bollinger Gymnasium agreement expires in 2015. Staff is proposing that the City enter into an 18-year agreement with LESD for Rogers/Anderson Park which will result in three of the contracts, with the exception of the Diane Bollinger Gym agreement, expiring in year 2026. With three of the four contracts expiring in 2026, the City and LESD will have the option of merging those agreements into one comprehensive agreement at that time, if so desired.

The joint use agreement being presented to Council is nearly identical to those of Jane Addams and William Green parks. The agreement includes, in Exhibit "A", a map of the recreational area that the City will have access to in second priority. The agreement will not alter the amount of time, or the area, in which the City will be able to utilize the park area. LESD will continue to have first priority use but adds a requirement that LESD provide the City three days written notice of use during times other than those within normal school days. This should avoid any conflicts in use between the District and the City. The City will still continue to have the right to the full and unrestricted use of the recreational area during the times in which it has grown accustomed to over the years. Those days and times will continue to be as follows:

- Normal School Days (Monday, Tuesday, Wednesday and Friday) – 3:00 p.m. to 8:00 p.m., or dusk, whichever comes first, and Thursdays – 1:00 p.m. to 8:00 p.m., or dusk, whichever comes first.
- Summer School Days (Monday, Tuesday, Wednesday, Thursday and Friday) – 1:00 p.m. to 8:00 p.m., or dusk, whichever comes first.
- Non-School Days (Saturdays, Sundays and Holidays) – 10:00 a.m. until 8:00 p.m., or dusk, whichever comes first.

The agreement continues to exempt the City from any user fees as a result of its use of the recreational area. Additionally, the City will retain the right to charge a reasonable fee to organizations, or third parties, other than LESD for activities or services held inside of the recreational area. On November 4, 2008, the agreement was approved by the LESD Board of Trustees.

COMMISSION REVIEW

N/A

LEGAL REVIEW

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

FUNDING

No funding is needed at this time.

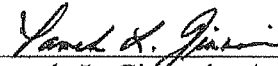
RECOMMENDATION

STAFF RECOMMENDS THAT the City Council approve the Community Recreation Agreement between the City of Lawndale and the Lawndale Elementary School District.

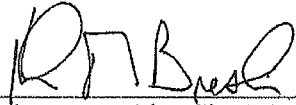
Attachments:

Rogers/Anderson Community Recreation Agreement


Reviewed and Approved:



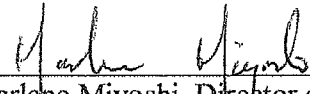
Pamela L. Giamario, Asst. City Clerk



Keith M. Breskin, City Manager

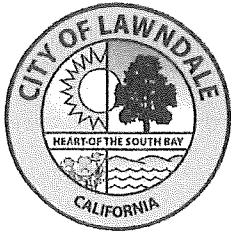


Kenneth Louie, Finance Director



Marlene Miyoshi, Director of Public Works

Attachment 4



June 15, 2020

Dr. Gretchen Janson, Ed.D.
Assistant Superintendent, Business Services
Lawndale Elementary School District
4161 W. 147th Street
Lawndale, CA 90260

Re: Terminating Joint Use Agreements

Dear Dr. Janson:

As you are aware, the City of Lawndale ("City") and the Lawndale Elementary School District ("District") are parties to three park joint use agreements: the November 2008 agreement for William Anderson and Will Rogers School, the January 2001 agreement for William Green School, and the January 2001 agreement for Jane Addams School (collectively, "Three Agreements"). Each of these agreements require that a party seeking early termination must give one year's notice before the termination is effective.

Regrettably, as a result of significantly decreased revenues because of the COVID-19 pandemic, the City needs to reduce expenditures and lay off staff. Hence, this letter is being sent pursuant to Section 6.1 of the agreement for William Anderson and Will Rogers School and Section 9.1 of the agreements for William Green School and Jane Addams School, to notify the District that the Three Agreements will be terminated as of July 1, 2021.

Moreover, pursuant to Section 7 of the agreement for William Anderson and Will Rogers School and Section 10 of the agreements for William Green School and Jane Addams School, the District must reimburse the City the fair and reasonable value of improvements installed or constructed after November 2008 using City funds in an amount equal to the depreciated cost thereof based on a straight-line method of depreciation calculated over the useful life of those improvements.

Notwithstanding the above, the City is amendable to negotiating a new agreement for the joint use of one or more of the District's parks to be effective July 1, 2021, or thereafter, if the costs for maintenance of said facilities can be shared by the City and the District.

Should you wish to discuss this further, please contact Mike Estes, Director of Community Services at mestes@lawndalecity.org or (310) 973-3200.

Sincerely,

Kevin M. Chun
City Manager

cc: Betsy Hamilton, Superintendent
Mike Estes, Director of Community Services (via email)
Tiffany Israel, City Attorney (via email)



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

DATE: May 17, 2021
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 LAWNDALE
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: May 17, 2021

TO: Honorable Mayor and City Council

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

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.