



CITY OF LAWNDALE

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

AGENDA LAWNDALE CITY COUNCIL REGULAR MEETING Monday, December 6, 2021 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a [Public Meeting Speaker Card](#) and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up. You are still eligible to submit comment via the [Temporary eComment Policy for Public Meetings](#), the comments will be read verbatim into the record.

How to observe the Meeting:

To maximize public safety while still maintaining transparency and public access, members of the public can now observe the meeting in person, with limited capacity, while strictly adhering to the [City Facilities Entry Protocols](#). Members of the public are still be able to view the meeting on [YouTube "Lawndale CityTV"](#), the [City Website](#), or Lawndale Community Cable Television on Spectrum & Frontier Channel 3.

Copies of this Agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. 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 and Inspiration)
- C. **PRESENTATION**
 - 1. **Organics Recycling Program**
Presented by: Dawn Harris-Benton, Republic Services.
- D. **PUBLIC SAFETY REPORT**
 - a. L.A. County Sheriff's Department Updates
 - b. L.A. County Fire Department Updates
- E. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- F. **COMMENTS FROM COUNCIL**
- G. **CONSENT CALENDAR**

Items 2 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.

2. **Professional Service Agreement Extension with De Novo Planning Group**
Recommendation: that the City Council approve to extend the professional service agreement with De Novo for the General Plan and Hawthorne Boulevard Specific Plan Update.
3. **Approval of Contract Services Agreement for Staff Augmentation Services with Transtech Engineers, Inc.**
Recommendation: that the City Council approve and authorize the City Manager to execute the Contract Services Agreement with Transtech Engineers, Inc. for staff augmentation services in an amount not to exceed \$45,000 in a form approved by the City Attorney.
4. **Accounts Payable Register**
Recommendation: that the City Council adopt Resolution No. CC-2112-049, authorizing the payment of certain claims and demands in the amount of \$393,058.18.
5. **Minutes of the Lawndale City Council Regular Meeting – November 15, 2021**
Recommendation: that the City Council approve.

H. PUBLIC HEARING

6. **Continuance of Public Hearing for an Appeal Request (Case No. 21-25) Appealing the Planning Commission's Decision to Deny Case No. 20-17 for the Development of a New 7,779 Square Foot Express Carwash Facility on a GC (General Commercial) Zoned Property Located at 15413-15425 Hawthorne Boulevard**
Recommendation: that the City Council continue the public hearing to January 18, 2022, for final consideration of the matter.

I. ADMINISTRATION

7. **Annual Reorganization of the City Council**
Recommendation: that the City Council appoint one of its members to serve as Mayor Pro Tem for a term beginning on January 1, 2022 and ending on December 31, 2022.

J. CITY MANAGER'S REPORT

K. ITEMS FROM CITY COUNCILMEMBERS

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

L. CLOSED SESSION

9. **Conference with Legal Counsel – Anticipated Litigation**
The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), because there is a significant exposure to litigation in one (1) case. The facts and circumstances giving rise to exposure to litigation are unknown.

10. Conference with Legal Counsel – Existing Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with legal counsel regarding litigation to which the City is a party. The title of such litigation is as follows: National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-CV-2804).

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.

12. Public Employee Appointment

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), to determine whether to appoint an Interim City Manager.

13. Public Employee Appointment

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), regarding the appointment of a City Manager.

M. ADJOURNMENT

The regular meetings scheduled to be held on December 20, 2021 and January 3, 2022 were cancelled by order of the City Council on October 18, 2021.

City Hall will be closed for the Martin Luther King Jr. holiday on the next regular meeting date. Therefore, the next meeting of the City Council will be held at 6:30 p.m. on TUESDAY, January 18, 2022 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 December 6, 2021 was posted not less than 72 hours prior to the meeting.

Matthew Ceballos, Assistant City Clerk



CITY OF LAWDALE
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260
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DATE: December 6, 2021
TO: Honorable Mayor and City Council
FROM: Matthew Ceballos, Assistant City Clerk *MC*
SUBJECT: Organics Recycling Program

Organics Recycling Program Presented by Dawn Harris-Benton, Republic Services.

Presentation documentation will be available at the City Council meeting.



CITY OF LAWDALE

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DATE: December 6, 2021

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager *RF*

PREPARED BY: Jared Chavez, Senior Planner *JC*
Adrian Gutierrez, Administrative Assistant II *AG*

SUBJECT: **Professional Service Agreement Extension with De Novo Planning Group**

BACKGROUND

The Community Development Department initiated the General Plan and Hawthorne Boulevard Specific Plan Update (“Update”) in late 2019. The State of California requires that cities periodically update these vital documents to re-evaluate their goals, development policies, long-term planning practices, and vision for their community. These updates also bring the General Plan and the Hawthorne Boulevard Specific Plan (“HBSP”) into compliance with current state and federal regulations.

The City issued a competitive Request for Proposal (“RFP”) to hire a qualified firm to assist with updating the General Plan and HBSP. The following three firms submitted proposals: CSG Consultants, De Novo Planning Group, and Infrastructure Engineers. On November 4, 2019, an interview panel consisting of various city staff interviewed and scored each consultant individually. The panel selected De Novo Planning Group (“De Novo”) based on their high overall interview scores. The original term of the service agreement with De Novo was from March 16, 2020 to December 31, 2021 in the amount of \$808,920.

The COVID-19 pandemic started right as major work had begun on the update process, postponing deadlines and interrupting processes. The unpredictable nature of the pandemic forced many local, state, and federal agencies to adapt to the impacts of COVID-19.

The City is unable to complete the project by December 31, 2021. Staff is requesting to extend the current service agreement with De Novo until December 31, 2022 to complete the remaining portions of the General Plan and HSBP update process. The extended deadline includes extra time for unexpected delays due to the ongoing nature of the pandemic.

STAFF REVIEW

There are six phases to the update process, with staff recently starting on the last phase. The sixth phase focuses on holding public hearings, meetings with staff, and project administration. Staff and De Novo are also working on holding hearings to update the Housing Element while addressing all remaining tasks. The end goal is to have the updated General Plan and HBSP presented to the residents and adopted by the City Council.

City Council Meeting – December 6, 2021
Professional Service Agreement Extension with De Novo Planning Group

Staff is requesting to extend the service agreement with De Novo until December 31, 2022. The revised deadline takes unexpected delays and unforeseen circumstances into consideration as the update process comes to a close.

LEGAL REVIEW

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

FISCAL IMPACT

\$570,775 (of the \$808,920 original total) remains to complete the update process. The estimated cost to finish the sixth phase of the project is \$106,736, based on the cost proposal submitted by De Novo in 2019.

There is no additional funding required.

RECOMMENDATION

Staff recommends that the City Council approve to extend the professional service agreement with De Novo for the General Plan and HBSP Update.

Attachments:

- A. Original Professional Service Agreement with De Novo Planning Group
- B. First Amendment to the Service Agreement with De Novo Planning Group

Attachment "A"

Original Professional Service Agreement with De Novo Planning Group

CITY OF LAWDALE
CONTRACT SERVICES AGREEMENT FOR
GENERAL PLAN AND HAWTHORNE BOULEVARD
SPECIFIC PLAN UPDATE

This Contract Services Agreement ("Agreement") is made and entered into this ___ day of March, 2020, by and between the City of Lawndale, a municipal corporation ("City"), and De Novo Planning Group, a California corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase

in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of eight-hundred eight thousand nine hundred twenty dollars (\$808,920.00) ("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 and Director of Community Development, 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 March 17, 2020 and continue in full force and effect until completion of the services no later than December 31, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Amanda Tropiano 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 in the performance of design professional services and to the full extent permitted by law, 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), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent acts, errors, omissions of the Consultant, or anyone directly or indirectly employed by the Consultant, while in any way engaged 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. Notwithstanding the foregoing, for any claim alleging the negligent performance of work by Consultant, the Consultant has no immediate obligation to provide the defense of the City, or any other indemnified party. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the 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.

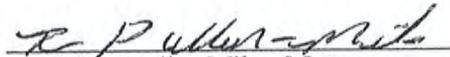
9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret 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.

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

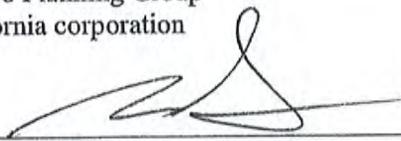
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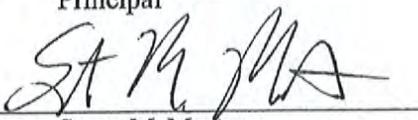

for Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


for Tiffany J. Israel, City Attorney

CONSULTANT:
De Novo Planning Group
a California corporation

By: 
Name: Benjamin Ritchie
Title: Principal

By: 
Name: Steve McMurtry
Title: Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will undertake the following activities for the City to ensure the successful updates to the City's General Plan and Hawthorne Boulevard Specific Plan, and their adoption. The Scope of Services applies to six phases of updating of the updating and adoption process. The specific tasks to be provided by the Consultant under this Agreement include, but are not limited to:

Task 1 Assessment

The project will begin with the Consultant's team providing a high-level project overview and refined timeline at an in-person meeting with City staff to collect data, analyze existing conditions, and evaluate opportunities and issues. To achieve the objectives for Task 1, Consultant will kick-off and execute a detailed existing conditions study, including preparation of background reports and other documents which will later streamline policy development and environmental review.

Task 1.1 Evaluation of Existing General Plan and Hawthorne Boulevard Specific Plan

Consultant will review and evaluate Lawndale's existing General Plan including all of its associated elements and policies. Special focus will also be given to the Housing Element, Economic Element, Safety Element, and Circulation Element. Consultant's team will also review the Hawthorne Boulevard Specific Plan. All of these documents will be reviewed and evaluated to ascertain the extent and scope of revisions to the General Plan and Hawthorne Boulevard Specific Plan needed to be consistent with all applicable laws.

1.1 Deliverables:

Memo evaluating the Existing General Plan and the Hawthorne Boulevard Specific Plan.

Task 1.2 Document Review

Additional documents will also be reviewed including the current General Plan EIR, existing Zoning Code, Zoning Map, regional plans, and all other relevant and pertinent policy documents.

1.2 Deliverables:

Memo evaluating the current General Plan EIR, Zoning Code, and all other relevant and pertinent policy documents.

Task 1.3 Kick-off Meeting and tour

Within one week of project commencement, the Consultant's team will meet with City staff to kick-off the project and provide a project overview, including a schedule for completion of the project, with clear deadlines and specific action items identified for each task. In addition to refining/confirming the timeline, the parties will do the following:

- Discuss community outreach approach, including Visioning Workshops, identification of stakeholders,
- General Plan Update Website, and format for community workshops; and
- Data request for relevant background documents (adopted documents, reports, and studies).

Consultant requests that representatives from all City departments participate in the kick-off meeting. Following the meeting, the Consultant's team will take a tour of the City to discuss key issues and opportunities.

1.3 Deliverables:

Meeting agenda, data needs list, summary notes, tour photos, project schedule/work plan with major work components and milestones.

Task 1.4 Due Diligence and Base Mapping

Consultant will collect any new documents not currently within the project team's library and undertake due diligence to prepare the entire project team to complete the project successfully. Consultant will also prepare a parcel-level citywide base map in ArcGIS which will be used by all of Consultant's team members for all graphics for the duration of the project; this will include a high-quality aerial base map generated from existing digital sources, suitable for high-quality large format reproduction.

A solid understanding of the existing multi-modal conditions is the foundation of a robust and comprehensive mobility and circulation plan. To this end, Kittelson will conduct an assessment of the existing auto, transit, pedestrian, bicycle, and truck conditions at up to 40 analysis locations (25 intersections and 15 roadway segments) throughout the City. Kittelson will identify the primary networks for each mode of travel and will identify gaps or significant deficiencies in the networks, including locations with high levels of safety concerns. At locations where barriers or opportunities for improvement are identified, Kittelson will determine potential improvements to enhance local connectivity and linkages to key destinations and decrease citywide vehicle miles traveled (VMT). As part of this existing conditions assessment, Kittelson will also review mobility-related goals, policies, and standards in the current General Plan Circulation Element, noting opportunities to maintain, augment, or change existing goals/policies, and topics that may need to be addressed with new goals/policies.

1.4 Deliverables:

GIS Basemap

Task 1.5 Cultural/Paleontological Assessment Report

DUKE CRM will conduct a cultural resources records search through the South-Central Coastal Information Center (SCCIC) located at California State University, Fullerton (CSUF) to update the 1992 study that informed the General Plan. This will involve mapping and creating an inventory of known archaeological, Tribal, and historic cultural resources within the City and its sphere of influence. Further, Consultant will gather information on prior cultural resource studies within the City and its sphere of influence. Additional research will be conducted through historical archives and repositories including the Los Angeles Public Library (LAPL). Consultations with local historical societies such as the Lawndale Historical Society will be conducted as appropriate. Relevant internet research will be conducted.

A paleontological records search will be conducted through the Los Angeles County Museum of Natural History (LACMNH). In addition, a review of online paleontological resources will be conducted that will include the University of California Museum of Paleontology (UCMP), the

online Paleobiology Database (Paleobiod), FAUNMAP (UCMP), and other available published literature.

A reconnaissance-level field survey will be conducted of the General Plan area for cultural/paleontological resources. The purpose of the field survey will be to characterize the setting of the General Plan area and identify areas with low/medium/high sensitivity for cultural and paleontological resources. DUKE C R M stipulates that no intensive level survey will be completed and that no DPR site forms will be prepared or updated.

A report to document the study will be produced. The report will summarize the results of the cultural/paleontological research. The report will include sections on the regulatory, natural, and cultural setting. The report will identify properties or areas of potential archaeological, paleontological, and historical sensitivity, and the report will include programmatic mitigation recommendations as well as relevant maps and photographs.

1.5 Deliverables:

Cultural/Paleontological Assessment Report (Administrative Draft and Final)

Task 1.6 Socio-Economic, Demographic, and Real Estate Market Study

EPS will assess existing socioeconomic, demographic, and real estate market conditions and trends influencing economic development potential for Lawndale. The study will analyze the supply and demand conditions and trends for a variety of land uses—including retail, hospitality, office, industrial, and residential—in the City. For each land use category and associated market sector, EPS will consider historical trends, recent market activity and performance (including rents and absorption rates), and future growth pressures and opportunities to identify core strengths, emerging niches, and under-served markets.

EPS will also consider the competitive attributes and locational advantage of particular sites, neighborhoods and corridors within the City, in dialogue with Consultant and the City staff. Using this analysis, EPS will summarize the strengths, weaknesses, opportunities and threats affecting the City's long-term economic development potential in both the medium and long-term. Consultant will be realistic about potential economic disadvantages or the options for overcoming them so that General Plan policies can be calibrated accordingly. For example, for the retail sector, EPS will analyze local business conditions by quantifying retail spending, local capture, and leakage, as well as regional competition and the impact of national trends affecting consumer behavior (e.g. on-line shopping).

1.6 Deliverables:

Socio-Economic, Demographic, and Real Estate Market Study (Administrative Draft and Final)

Task 1.7 Infrastructure Technical Background Report

West Yost will prepare an infrastructure background report related to the existing water, wastewater collection, wastewater treatment, and stormwater/flood control facilities. Consultant is aware that the City does not provide water service, wastewater collection, or wastewater treatment to its residents. West Yost has significant experience working with external utility districts during the completion of general plan and specific plan update projects and will leverage

this experience to facilitate effective collaboration concerning utilities from the very beginning of the General Plan Update Project.

The report will also summarize future infrastructure identified for these utilities where relevant. This evaluation will be based on discussions at one meeting with City staff, one meeting with local agencies, and based on reviewing/summarizing the planning documents listed below, including but not limited to:

- Water and Wastewater Master Plan;
- Urban Water Management Plan;
- Sewer System Management Plan (SSMP);
- Drainage Master Plan provided by the City;
- GIS mapping of the utilities, to be provided to West Yost by the City and local agencies;
- To the extent available, up to 20 years of past annual total water demands, annual maximum day demand, and annual peak hour demand for the potable water system; and
- To the extent available, up to 20 years of past average dry weather flows and annual peak hour wet weather.

West Yost will prepare three infrastructure maps that show the existing water, wastewater, and storm water infrastructure using the GIS files received from the City and local agencies. Consultant will summarize the lengths of water, wastewater, and storm drain pipelines serving the City. The storm water map will delineate the major watersheds draining the City. West Yost will prepare a draft Infrastructure Background Report. The background report will identify and summarize major infrastructure issues, present the infrastructure maps, present charts of past water demands and wastewater flows, present charts of previously anticipated future water demands and wastewater flows (as identified in the master plans). The report is to be a concise document of approximately 15 to 20 pages in length.

1.7 Deliverables:

Administrative and Final Infrastructure Background Report

Task 1.8 Existing Conditions Report

To prepare a meaningful General Plan, existing conditions must be well-understood and clearly documented. As the first major project deliverable, the Existing Conditions Report (ECR) will be a valuable resource for the City Council, Planning Commission, City staff, and the Consultant team to refer to as goals and policies are developed and the Specific Plan update and EIR are prepared. The Consultant team has found that preparing a comprehensive Existing Conditions Report early-on in the process provides the entire team clarity on issues facing the City, and fosters a deeper level of understanding of key topics that must be addressed from multiple angles throughout the project. The Existing Conditions Report will include the following chapters:

- Introduction
- Land Use
- Mobility
- Historic and Cultural Resources (see Task 1.5)
- Market Trends (see Task 1.6)

- Community Services and Facilities
- Environmental Justice
- Conservation
- Greenhouse Gas and Climate Change
- Hazards, Safety, and Noise (see Task 4.4 for description of the Noise Study)

While there will be a significant amount of narrative discussion included in the ECR, Consultant will also make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public.

1.8 Deliverables:

Administrative Draft Existing Conditions Report (3 copies), Final Existing Conditions Report (10 copies)

Task 2 General Plan and Hawthorne Boulevard Specific Plan Preparation

Consultant will provide the City with a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and create implementation actions that are consistent with the City's vision for the future. Consultant's team of principal-level staff are experts in preparing General Plans and will ensure that this update complies with all legislative requirements and addresses planning best practices.

Task 2.1 Preparation of General Plan and Hawthorne Boulevard Specific Plan Outlines

Consultant will organize the General Plan document in the manner that is the most useful to the City. In addition to updating all required elements, this update will also address the following optional topics as either standalone elements or in conjunction with a required element: Economic Development, Community Health and Wellness, and Environmental Justice. This proposal recommends that a separate Implementation Plan be adopted concurrent with, but separate from, the General Plan document. This approach extracts the actions from the body of the General Plan, which further streamlines the policy direction. All implementation actions can be consolidated into a separate document which is not subject to general plan amendment requirements and can more easily be used as a working tool for City staff and elected and appointed decision-makers. However, should the City wish to include the implementation actions in the body of the General Plan elements, this will be accommodated at no additional cost.

2.1 Deliverables:

Report containing Draft Outline for the General Plan including preliminary policy and land use recommendations and implementation measures; Final GP Outline; Element Template. Report containing Draft Outline for the Preliminary Hawthorne Boulevard Specific Plan Update including preliminary policy and land use recommendations and implementation measures; Final SP Outline; Draft Template.

Task 2.2 Project Schedule/Work Plan

The City and Consultant team will re-evaluate the project schedule and work plan based on the findings in the Existing Conditions Report. Although Consultant anticipates only minor changes

to the current work plan, this re-evaluation will give the City a chance to finalize the time frame, schedule, and final project deliverables.

2.2 Deliverables:

Updated Project Schedule/Work Plan with major work components and milestones.

Task 2.3 Preparation of Preferred Land Use Plan

Using the current land use plan and designations as a starting point, Consultant will prepare an administrative draft preferred land use plan for City staff review which will incorporate appropriate changes based on general public feedback and City staff direction. Consultant will review with City staff the City's current general plan land use classification matrix to ensure its appropriateness given the type, location, and intensity of development in recent years. For purposes of the EIR and associated technical studies, Consultant will develop land use estimates (including unit count, population, building square footage, and employment figures) for three scenarios: existing conditions, the current land use plan, and the preferred land use plan. Consultant will meet with relevant City staff and subconsultant team members to discuss common statistical assumptions that will guide this process. These assumptions will include but not be limited to: land use types, densities and floor area ratios (FARs), population and economic growth assumptions, persons per household and other existing demographics, employment per square foot generational ratios, valuation assumptions, and other economic variables. Consultant will prepare a memorandum summarizing the assumptions that the General Plan has agreed to use in the buildout analyses. One round of revisions to the memorandum is assumed. It is important to note that changes to the assumptions after development and review of the final statistical assumptions table may require revisions to studies and require an amendment to the budget. The results of this task will feed directly into the project description and initial study for the EIR.

2.3 Deliverables:

Preferred Land Use Plan and associated build-out summary information.

Task 2.4 Mobility Analysis

As part of the mobility analysis, Kittelson will estimate the travel demand associated with the Preferred Land Use Plan using the Southern California Association of Governments (SCAG) or LA Metro travel demand model. Kittelson will determine the net change in transportation demand, in terms of number of daily and weekday AM/PM peak hour trips and the corresponding VMT. Kittelson will qualitatively assess the Preferred Plan considering key transportation network factors, including the compatibility with the roadway network, availability of transit, parking demand and supply, net change in VMT/capita and VMT/employee, and required infrastructure improvements.

Circulation Analysis for the Hawthorne Boulevard Specific Plan Update

Concurrently with the General Plan Update, the Hawthorne Boulevard Specific Plan Update will be updated to reflect changes since the Plan was initially adopted, such as new technologies, key legislation (such as the Complete Streets Act), and local changes such as the proposed Green Line extension (which could potentially run along Hawthorne Boulevard south of I-405). Kittelson will examine existing conditions along the corridor and in the Specific Plan area utilizing data collected and building upon the analysis being conducted for the General Plan

Update. Kittelson will conduct a focused assessment of conditions in the area for automobiles, goods movement, transit, bicyclists and pedestrians, including documenting safety concern and barriers. Kittelson will also review the current Specific Plan's mobility-related goals, opportunities, and standards and opportunities for updates, and examine ways in which the Specific Plan can be updated to incorporate changes that have taken place since the Plan's adoption or will take place in the future. In particular, this may include curbside management needs along the corridor (due to rideshare and ecommerce deliveries), changes in on-street and off-street parking demand (due to rideshare and autonomous vehicles), parking management (to allow for shared parking and linked trips), implementation of wayfinding and supportive tools, accommodation of new mobility providers, and prioritizing and balancing the needs of all modes and users. Kittelson will also examine the implications of the proposed Green Line extension, its potential alignment along Hawthorne Boulevard, and ways in which the Specific Plan should accommodate and prepare for the extension. Concurrent with the development of the General Plan Update and EIR's VMT and LOS approaches, Kittelson will work with the City to develop LOS standards for the Specific Plan area, should the City choose to maintain LOS standard for non-CEQA purposes. Kittelson will work with the City to develop LOS standards for the Specific Plan area that balance its needs and are sensitive to its context.

2.4 Deliverables:

Mobility Analysis Report (Administrative Draft and Final).

Task 2.5 Fiscal Impact Analysis

EPS will analyze the fiscal impacts of Preferred Land Use Plan on General Fund revenues and costs. EPS will employ a planning level approach, based on an evaluation of the City's budget and estimates related to primary revenue generators (for example, property and sales tax). EPS expects that the City will provide budget documents and any other supporting information regarding the General Fund. For quantifying fiscal revenue impacts, EPS will employ a per-capita methodology, supplemented where necessary with a limited case-study approach, to estimate increases in General Fund revenues attributable to new development. For quantifying public service cost impacts resulting from the Proposed Plan, EPS will use an average cost methodology for forecasting increases in service demand and associated expenditures by land use category.

2.5 Deliverables:

Fiscal Analysis Report (Administrative Draft and Final).

Task 2.6 Administrative Draft General Plan

The Consultant's team will provide City staff with an Administrative Draft General Plan for review; comments on the Administrative Draft General Plan Update will be used to create a Public Hearing Draft General Plan. Consultant anticipates meeting with City staff to review comments and reach agreement on how to address potentially conflicting comments. The current General Plan will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to state law since the previous update. In preparing the General Plan Update, the Consultant's team will prepare each element to ensure that all goals, policies, and actions:

- Support the community's vision and values;

- Address requirements of state law;
- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and conservation trends; and
- Are internally consistent.

Consultant has outlined the high-level topics Consultant expects will be included based on its understanding of the project and special issues facing the City as described briefly below.

Introduction

The introduction will identify the General Plan vision statement, discuss the rich cultural and historical heritage of Lawndale, describe the organization of the General Plan, and describe how the General Plan complies with applicable regulations.

Land Use (Update to Existing Element)

The Land Use Element will be updated to reflect the conservation of the existing character and quality of established single family neighborhoods, provide direction for diversification of high-quality housing choices, introduce focused goals and policies for special growth areas such and emphasizing the community's vision for more walkable corridors and districts. Consultant will provide descriptions of land use designations and policy guidance to address these priorities while identifying strategies to preserve and protect the City's special history and quality of life. The Land Use Element will capitalize on the community's assets and potential with "place making" ideas that ultimately create good public spaces that promote people's health, happiness, and well-being. It will provide goals and policies that cover the following topics:

- Land use types, mix, balance, and location
- Strategic growth areas/areas of change
- Major destinations in the City
- Specific recommendations for revisions to adopted planning documents to ensure on-going consistency and implementation of the General Plan
- Neighborhood preservation, revitalization, and enhancement

Resource Management Element (Updates to and Consolidation of Existing Conservation, Open Space, and Air Quality Management Elements)

The Resource Management Element will focus on the cultural, natural, environmental, and man-made resources and the provision of open spaces. This Element combines the state-mandated Open Space and Conservation Elements and provides the foundation for resource conservation in the context of the City's long-term vision for the future and Land Use Map. The Resources Management Element will be developed to be consistent with other General Plan Elements (e.g., Land Use, Circulation), and those policies and programs. Implementation actions will address the following topics:

- Air quality/greenhouse gases
- Cultural resources, including the important City's historic places and structures,
- Biological resources,
- Energy and mineral resources,

- Parks and recreation programs,
- Open space,
- Recreational trails,
- Scenic vistas

Environmental Justice Element (New Element)

CalEPA defines environmental justice (EJ) as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies”. As Lawndale updates its General Plan, Consultant will help the City to define what EJ means for this community and appropriately address issues related to this topic.

Consistent with SB 1000 Consultant will first identify environmentally disadvantaged communities; using the findings of CalEnviroScreen 3.0. For those neighborhoods in the City that are considered disadvantaged communities (DACs), the Consultant will address, as a minimum, the following seven EJ-related issues:

- Pollution exposure (including air quality)
- Food access
- Public facilities
- Safe and sanitary homes
- Physical activity
- Community engagement
- Prioritization of improvements and programs addressing the needs of DACs

Consultant will use the SB 1000 Implementation Toolkit from the California Environmental Justice Alliance in addressing EJ in General Plans as a starting point for discussion; ultimately how EJ is addressed in Lawndale will be tailored to the issues and opportunities specifically facing this community.

Consultant will ensure that the General Plan update process provides a meaningful way for all community members to participate in the process, reduce disproportionate environmental burdens on low-income and minority populations, increases mobility and access for all residents, identifies healthy and affordable housing opportunities for all segments of the community, and defines goals and policies to improve air quality, especially for sensitive population groups.

Circulation Element (Update to Existing Element)

New topics related to mobility and its role in Lawndale have emerged since the Plan was last updated, including multi-modal network connectivity, active transportation, and regional transit planning. Consultant will work with City staff to refine existing policies and goals, and to evaluate potential new goals, policies, and programs to reflect new and emerging City priorities, changing conditions, new State mandates and guidelines, and recent local and regional planning initiatives. This will include the transportation policies, goals and objectives for the City, and will address the measures needed to incorporate future transportation network changes and anticipated citywide growth projected through build-out of the General Plan.

The following list of topics will be addressed in this element:

- Level of Service (LOS) and Vehicle Miles Traveled (VMT)
- Roadway Network Performance
- Transit System
- Travel Demand Management
- Bicycle & Pedestrian Systems
- Truck Travel
- Emergency Evacuation Routes
- Active Transportation Systems

Based on the land use alternatives and mobility analysis, Kittelson will prepare the transportation and circulation plan for the General Plan Update, with an updated Circulation Element with relevant changes to goals and policies as well as proposed circulation maps.

As part of the Circulation Element update, Kittelson will work with the project team and City staff to incorporate SB 743 guidance, which will eliminate LOS as a CEQA significance criteria in 2020 to be replaced by VMT metrics. Through this effort, the preferred approach is to account for both LOS and VMT in the General Plan Update. Kittelson will review the VMT policies recently adopted by the City of Los Angeles and other nearby agencies and incorporate them into the Circulation Element policies as appropriate.

Hazard Management Element (Updates to and Consolidation of Existing Safety and Noise Elements)

To assist in streamlining the content of the General Plan, Consultant will address the topic of noise within the Public Safety Element. Consultant will also prepare a Public Safety Element that provides goals, policies, and actions for a variety of topics, including:

- Fire safety,
- Flooding,
- Seismic safety and geologic hazards,
- Manmade hazards (chemical and pipeline explosions, release of toxic/hazardous substances, etc.), transportation of hazardous materials,
- Other natural and man-made hazards/disasters
- Evacuation routes for fire and geological hazards,
- Noise, and
- Emergency operations and facilities.

Community Facilities Element (New Element)

Community infrastructure facilities and services also play an essential in providing a healthy and safe living environment and high quality of life. Consultant will coordinate with infrastructure service providers to evaluate standards for levels of service, future infrastructure improvements, and other needs to support the Land Use Map and other components of the General Plan Update. Service levels and infrastructure necessary to keep pace with growth will be identified by Consultant. The Public Safety Element will include a recommended list of goals, policies, and action items (including any mitigation measures developed during the environmental review process) that address:

- Water supply,

- Wastewater,
- Flood control,
- Solid waste collection and disposal, and
- Storm drainage and water quality.

Public and semi-public community facilities and services must be planned to maintain and enhance the high quality of life in the City and to help achieve the City's vision for the future. Consultant will coordinate with public service providers to evaluate standards for levels of service and future facilities needs to support the Land Use Map and other components of the General Plan Update. Service levels necessary to keep pace with growth will be identified. This element will include a recommended list of goals, policies, and action items (including any mitigation measures developed during the environmental review process) that address:

- Police and fire protection,
- Schools,
- Civic services and functions,
- Parks and recreation,
- Public work maintenance,
- Health care,
- Child care, and
- Libraries, cultural, and community facilities.

Economic Development Element (Update to Existing Element)

Economic Development is a priority for the City such that this Element will be treated as part of the "core" work program. EPS will lead the update of the City's Economic Development Element, building on the content of the existing Element. Based on a review of the existing Element, the findings of the market study and discussions with City staff and stakeholders, EPS will formulate a set of goals, policies, and implementation steps that will provide the City with guidance to foster a strong and sound local economy. The topics addressed may include, but are not limited to:

- Business retention and attraction;
- Creation of high-quality job opportunities; and
- Expansion of in-demand land use sectors.

The goals and policies will focus on maintaining a high quality of life that supports the City's role in the South Bay regional economy while promoting employment and revenue opportunities necessary to meet the needs and preferences of City residents and businesses.

Consultant will organize the Economic Development Element around three interrelated pillars: (1) specific economic sectors of interest, (2) particular opportunity sites or districts within the City designated for change or growth, and (3) clear policy direction and initiatives designed to achieve desired outcomes. This approach will reinforce the City's values and desired land use patterns (as identified through the General Plan process) while also accounting for economic and market realities.

In addition to Economic Development goals and policies, this Element will also include a focused discussion on Fiscal Sustainability. The topics related to fiscal sustainability will focus

on diversification of revenue sources, cost recovery, public/private partnerships, balanced budgets, reserve funds, debt limitations, and financial asset management.

Implementation Plan

General Plan implementation is necessary to achieve the vision laid out by the General Plan. The implementation section will provide feasible, practical implementation methods that ensure the General Plan does not "sit on the shelf" but instead achieves the goals it sets out. This section will help ground the General Plan in reality and assist in ensuring that it produces real results. The implementation program will identify how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation. Consultant will work closely with City staff to prepare this section. As part of this work effort, the team will identify recommended zoning changes to ensure that zoning and general plan land use designations are in compliance.

2.6 Deliverables:

Administrative Draft General Plan (5 hard copies and digital PDF files).

Task 2.7 Draft General Plan

Following the City's comments on the Administrative Draft General Plan, Consultant will prepare the Draft General Plan for public review/comment and use during the City's review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. **2.7**

Deliverables:

Draft General Plan (5 hard copies and digital PDF files).

Task 2.8 Final General Plan

A series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, Consultant will prepare modified General Plan text that will be provided as attachments to the staff report for Council's consideration. Based on Council's direction at the adoption of the General Plan, Consultant will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

2.8 Deliverables:

Final General Plan (5 hard copies and digital PDF files). Updated Color Land Use Map (30x40")- (5 hard copies, 5 CDs or Thumb Drives with PDF and GIS formats). All General Plan maps, tables, and images (electronic format). Two (2) color sets of full-size, foam-mounted maps and one (1) laminated set of: General Plan maps, and tables; Aerial photography of the City- four (4) high resolution copies (from existing source).

Task 2.9 Housing Element

The Housing Element will be updated to meet the City's needs and changes in state law. Consultant will provide the City with a useful and understandable Housing Element Update that embodies the goals and priorities of the City and is consistent with state requirements (GC

Section 65583[a]). Preparation of the Housing Element will include but not be limited to the following sections:

Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element update process, housing issues facing Lawndale, the City's housing needs, available sites and resources, and the goals of the Housing Element.

Evaluate the Current Housing Element

Consultant will review and evaluate the current Housing Element, General Plan, and other supporting materials and provide additional information, including suggested modifications to policies as necessary. Based on the effectiveness of the existing document, input received during the steering committee meetings, and communication with City staff, Consultant will identify policies and programs that should be retained as well as those that should be revised or replaced. This section will include a narrative that discusses the: (1) actual results of the current Element compared to its goals, policies, and implementation measures; and (2) significant differences between objectives and actual achievements.

Housing Needs Assessment

To prepare a meaningful Housing Element, existing conditions must be understood and documented. Consultant will assess the housing needs of the City's population based on the characteristics of the City's population and its existing housing inventory. The needs assessment will be based on available data, including 2010 Census, 2017, Department of Finance estimates, Employment Development Department data, and US Agricultural Census. This work effort will include the following:

- Existing housing conditions
- At-risk housing
- Population, housing and employment characteristics
- Special needs groups
- Regional housing needs

Inventory of Resources and Constraints

The Housing Element will identify available resources, including land, funding, and housing programs, available to meet the City's housing needs. Constraints to meeting housing needs, including governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, availability of financing, etc.), will be described. Consultant will develop a program to reduce constraints, where appropriate and feasible. This section will include the following required topics:

- Available sites
- Financial and other resources
- Residential energy conservation
- Governmental constraints
- Non-governmental constraints

Goals, Objectives, and Implementation Plan

Consultant will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints. The approach to meeting housing needs will be developed to address the City's housing needs while also: 1) remaining relevant to a mostly built-out community, 2) protecting important resources, including habitat and water supply, if applicable, and 3) promoting sustainability and walkability. The implementation plan will identify sustainable housing policies and programs, based on City staff, public and stakeholder input, City guidance, and the needs identified in the needs and constraints analysis. Consultant will hold a workshop with City staff to discuss the proposed revisions to the City's existing goals, policies, and programs, and Consultant will also present for discussion additional policies and strategies that fit the unique needs and character of Lawndale.

Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Where appropriate, phasing and financing options will be identified. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- Conserve and Improve Existing Housing Stock
- Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation
- Address Housing Needs of Special Needs Populations
- Preserve Assisted Housing
- Regional Housing Needs Determination and Five-Year Quantified Objectives
- General Plan and Zoning Consistency
- Sustainability and Efficiency, including energy efficiency, green building practices, progressive energy and water conservation approaches, and requirements of AB 32
- Removal of Constraints (where appropriate and feasible)

Consultant will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan. Should there be inconsistencies, Consultant will identify the appropriate modifications that should be made to the proposed policies and measures or to the relevant element of the General Plan.

HCD Coordination

Consultant will coordinate closely with HCD to receive a letter indicating that the updated Housing Element complies with State law. Consultant will be very responsive to HCD's preliminary comments and requests. HCD typically schedules a conference call with the consultant and City staff to identify concerns with the Housing Element prior to issuing its formal comment letter. Following these meetings, Consultant will immediately prepare revised text for City and HCD staff to review and consider before the formal letter goes out. In this manner, Consultant will resolve issues during the review period to reduce the number of formal comments received from HCD. Upon receipt of HCD's formal comments, Consultant will prepare proposed revisions and provide them to City staff for review. Throughout this task, Consultant will be available for in-person meetings with HCD staff at HCD's offices in Sacramento. Throughout this task, Consultant will be available for in-person meetings with HCD

staff at HCD's offices in Sacramento. Once HCD indicates that its concerns are addressed, Consultant will prepare a Revised Draft Housing Element for formal submission to HCD and, with its approval, the Housing Element will be ready for adoption. It is anticipated that the Housing Element will be adopted as part of the General Plan Update.

2.9 Deliverables:

Administrative Draft Housing Element (5 hard copies and digital PDF files), Draft Housing Element (5 hard copies and digital PDF files), Final Housing Element (5 hard copies and digital PDF files).

Task 2.10 Admin Draft Hawthorne Boulevard Specific Plan

Consultant will provide the City with a Specific Plan update of the highest quality and will prepare a policy and development standards document that reflect the desires of the City, and create a land use plan that is consistent with the City's vision for the future. The Specific Plan update will be developed to a level of detail that will streamline the review and entitlement of future projects proposed within the Plan Area that are consistent with the Specific Plan. The Specific Plan will provide the City with a detailed and concrete tool that can be used to guide all future development within the Plan Area for decades. To streamline the process, the Existing Conditions Report that identifies background conditions will be done in conjunction with the General Plan update. The intent of this approach is to provide a Specific Plan that is easy to use and is not quickly dated. The Specific Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of Lawndale. The Specific Plan will include a liberal use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand. The Hawthorne Boulevard Specific Plan will meet all applicable requirements of state law, assess the condition of the Plan Area, and provide changes or adjustments necessary to realize the current vision of resident and stakeholders for the Plan Area. The Specific Plan will provide the City with a concrete implementation tool that will guide future development within the Plan Area for years to come.

An Administrative Draft Hawthorne Boulevard Specific Plan will be developed, compiling all of the information obtained in prior tasks. This document will also include an implementation plan for each of the action items identified in the plan. Copies of this document will be distributed among the various participating City departments and staff study sessions will be conducted as necessary. Comments received on the Administrative Draft will be compiled and any potentially conflicting comments will be identified, with consensus-oriented solutions sought. The Specific Plan document will be organized in the manner most useful to the City. Consultant will support any preferences the City has in terms of consolidating elements or developing additional stand-alone elements. It is expected that the Specific Plan will include the following chapters:

Introduction: Vision Statement, Purpose and Intent, Authority and Scope, General Plan Consistency, Relationship to City and County Plans and Programs, Relationship to Environmental Assessment.

Context: Site Description, Existing Circulation and Site Accessibility, Surrounding Land Uses and Development, Topography and Hydrology, Geology and Soils, Biological Resources, and Environmental Considerations.

Land Use Plan: Land Use Objectives, Plan Overview, and Planning Areas.

Development Standards: Statement of Purpose and Intent, Definition of Terms, Standards by Planning Area or Use.

Design Guidelines: Purpose and Intent, General Guidelines, Community Elements, Landscape Guidelines, Architectural Guidelines.

Infrastructure and Phasing: Grading, Circulation Plan, Sewer Plan, Water Plan, Drainage Plan, Solid Waste Plan, Project Phasing Schedule.

Administration: Responsibility, Interpretation, Implementation, General Notes, Severability, Maintenance Responsibility, Financing Mechanisms.

2.10 Deliverables:

Administrative Draft Hawthorne Boulevard Specific Plan (5 hard copies and digital PDF files).

Task 2.11 Draft Hawthorne Boulevard Specific Plan

Following the City's comments on the Screencheck Draft Specific Plan, Consultant will prepare the Draft Specific Plan for public review/comment and use during the City's review and approval process. The Public Review Draft Specific Plan will be prepared in printed and electronic form. The Public Review Draft Specific Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. City staff will present the Draft Specific Plan and Draft Environmental Impact Report in a public workshop and Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

2.11 Deliverables:

Draft Administrative Draft Hawthorne Boulevard Specific Plan (5 hard copies and digital PDF files).

Task 2.12 Final Hawthorne Boulevard Specific Plan

A series of public hearings will be held by the Planning Commission and City Council to consider adoption of the Specific Plan. As changes are requested by these decision-making bodies, Consultant will prepare modified Specific Plan text that will be provided as attachments to the staff report for consideration. Consultant will prepare a draft staff report and appropriate attachments prior to each hearing. City staff will present the Specific Plan and Final Environmental Impact Report at Planning Commission and City Council public hearings. Based on City Council's direction at the adoption of the Specific Plan, Consultant will edit the Specific Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the Hawthorne Boulevard Specific Plan.

2.12 Deliverables:

Final Hawthorne Boulevard Specific Plan (5 hard copies, 10 CDs or Thumb Drives with Word and PDF files).

Task 3 Public Participation Program

Consultant has designed a public outreach program for this project that involves City Staff taking a leadership role in connecting with the Lawndale community and stakeholders. Working with Staff, Consultant will take the public feedback it receives and translate it into a General Plan that the community is not only proud of, but has ownership over.

Task 3.1 Public Participation Program

For the Lawndale General Plan Update process, Consultant will assist the City with planning and implementing the community engagement program. Consultant will develop the Public Participation Program to serve as a guide to the community and stakeholder engagement process. This plan will outline overall objectives for community and stakeholder engagement, lay out specific activities and timelines, address how to best synchronize the public dialogue with the steps in the planning process, and identify any need for language translation. It will also identify priority stakeholders that will be targeted outreach, a list which will be developed with input from the City and the consultant planning team. The plan will provide input on additional outreach that the City should consider, including surveys, online interactive input opportunities, social media, etc.

3.1 Deliverables:

Draft and Final Public Participation Plan (10 hard copies each).

Task 3.2 Project Identity

To provide a consistent look and feel for all materials and to ensure that the GPU process activities are instantly recognizable as such, Consultant's team will work with the City to develop a project identity. This includes a set of project logo, colors, fonts, and layout templates that can be used for slides, presentation boards, handouts and collateral materials, the project website, survey forms, workshop and open house signage, sign in sheets, and other uses where appropriate. During this task, the project team and the City will create a flexible design that can be applied to appropriate materials and products identified in the Community Engagement Plan.

3.2 Deliverables:

Project logo/branding design sheet.

Task 3.3 Project Website and Digital Engagement

Consultant staff will lead the development and maintenance of a dedicated project website. The website will serve as a central location for project updates and information, links to surveys, as well as an avenue to advertise upcoming workshops and open houses. The website will be interactive and easy to use, and will be updated regularly. The project team will also work with the City to develop content for posting on the City's social media platforms (Facebook, Twitter, Nextdoor, etc.). This could include workshop and survey announcements, simple visuals, or other customized content.

3.3 Deliverables:

Project website development and management.

Task 3.4 Online Survey Tool

Consultant will use an online survey tool to share information on the project and gather input on the General Plan from the community, such as SurveyMonkey, to gather meaningful feedback. Surveys will be conducted in both English and Spanish and will be based on the programs and activities defined in the Public Engagement Plan. Consultant's team will design two surveys, one during the visioning stage and the other during the alternatives stage.

3.4 Deliverables:

Surveys as-needed throughout the project.

Task 3.5 Vision Statement

The public engagement and visioning process described above will result in a comprehensive Vision Plan document which will serve as the foundation for the goals, policies, and actions identified in the General Plan. In the Vision Plan, the Consultant's team will summarize the public engagement program, input received, and outreach outcomes. It will also identify the community's goals and vision for the future as well as specific issue areas that must be carefully addressed in the General Plan and/or Environmental Impact Report. The Vision Plan will put greater emphasis on articulating the community's balance of quality of-life, economic development, and fiscal sustainability. During the initial stage of the process, the Consultant's team will define clear goals and objectives and guiding principles, to articulate the city's future development potential. The Plan will look into strategies related to renovation of existing facilities; land use, density, physical form and character, public spaces, mobility, relationship to natural features, and connectivity to the surrounding areas. The document will be stylized using the project identity established during the visioning phase, and will be a visually appealing document designed for ease of reading and understanding by the community. It will be in full color and will include pictures of activities conducted.

3.5 Deliverables:

Administrative Draft Vision Plan Document (5 copies), Final Vision Plan Document (15 copies).

Task 4 Environmental Review

Consultant will prepare a Program-level EIR. The EIR will address all potential environmental impacts associated with implementation of the General Plan Update. The Program-EIR will serve as a "tiering document" to facilitate streamlined environmental review of all subsequent development, planning, and infrastructure projects undertaken in the City which are consistent with the General Plan.

Task 4.1 Environmental Analysis

This task includes kicking off the EIR and preparing the NOP/Initial Study.

EIR Initiation

Consultant will meet with the City staff team to initiate the EIR portion of the work plan. The purpose of the meeting will be to identify concerns and issues that have arisen since the first start-up meeting, review information needs, and discuss scheduling and expectations for the environmental setting and environmental review process.

Project Description

This section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will provide a detailed description of the General Plan Update appropriate for the programmatic analysis of environmental impacts. This section will describe project components (e.g., land use map, policies/actions, circulation diagram, phasing of the project, and planned roadway and infrastructure improvements.), expected rate/extent of development under the project including any phasing, utility and public service expansion (e.g., water, wastewater, solid waste, fire, law enforcement), and clear identification of what would be defined as a "subsequent project" under the General Plan Update. The City's objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan, and will provide flexibility in regards to the evaluation of subsequent projects.

Significance Criteria

A draft set of significance criteria will be prepared for review by City staff. The significance criteria will include proposed criteria for each topical issue to be addressed in the EIR and will be based on Appendix G of the CEQA Guidelines as well as plans, regulations, and ordinances adopted by the City and, to the extent applicable, by state and regional agencies, such as CDFW, and Caltrans. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

Notice of Preparation/Initial Study/Scoping Meeting

Consultant will prepare the Notice of Preparation (NOP) and associated initial study in accordance with the requirements of CEQA to define the scope of the environmental analysis. An administrative draft of the NOP and initial study will be prepared for City review and, based on comments received, Consultant will prepare the final NOP and initial study for public distribution. Consultant will submit 15 copies to the State Clearinghouse on behalf of the City. Consultant will prepare presentation materials and facilitate the public scoping meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After the scoping meeting Consultant will provide a summary of environmental issues raised to City staff. In addition, Consultant (in coordination with the City) will seek one on one meetings with key local, regional, and state agencies.

4.1 Deliverables:

Administrative Draft Notice of Preparation/Initial Study (5 copies), Final Notice of Preparation/Initial Study (5 copies), facilitation of one scoping meeting and summary notes, coordination with local, regional and state agencies as necessary.

Task 4.2 Transportation Impact Study

To support the environmental document, Kittelson will prepare a transportation impact study for incorporation into the Transportation and Traffic section to separately analyze the potential impacts of the General Plan Update and the Hawthorne Boulevard Specific Plan Update. The study will be conducted consistent with the standard policies and regulations from the City, County of Los Angeles, Caltrans, and any other jurisdictions (as appropriate) and will apply the criteria and thresholds established through the updated Circulation Element. In particular, the study will assess potential impacts throughout the City for each mode of travel, including up to

20 intersections and up to 15 major road segments, VMT, transit service, commuter and freight trains operations, bicycle and pedestrian networks, goods movement, emergency vehicle access, and other topics. Similarly, future baseline conditions will be established to account for the major proposed infrastructure and approved development projects, which will be established based on the travel demand model future year scenario. For the preferred land use alternative, Kittelson will calculate the net-new travel demand associated with proposed land use changes and its effect on each mode of travel under future conditions. Based on these results, the potential for impacts associated with the General Plan Update and the Hawthorne Boulevard Specific Plan Update under future plus project conditions will be determined, and Kittelson will identify and evaluate potential mitigation measures to reduce impacts to less-than-significant levels. In addition, Kittelson will evaluate any physical changes to the roadway network that should be included as part of the Circulation Element Update and Specific Plan Update and ensure that their potential impacts to traffic conditions are identified and mitigated. Given that the SB 743 requirements are only mandated for CEQA-level documents, the City may propose to keep LOS standards in the Circulation Element for internal (i.e., non-CEQA) purposes. As such, Kittelson will work with City staff to determine the approach to addressing level of service conditions and to identify the appropriate methodologies and thresholds for the VMT analysis.

4.2 Deliverables:

Draft and Final Traffic Impact Report.

Task 4.3 Air Quality/Greenhouse Gas Analysis

Consultant will analyze greenhouse gases (GHG) as part of the project's Environmental Impact Report (EIR). Consultant will deliver a legally defensible General Plan EIR that correctly analyzes GHG as required by all applicable rules, regulations, and guidance from federal, regional, state, and local agencies which applies the following air emissions modeling tools: Urban Emissions Model (URBEMIS), Emissions Factor Models (EMFAC, MOBILE), Road Construction Emissions Model, Direct Traffic Impact Model (DTIM), American Meteorological Society/EPA Regulatory Model (AERMOD), Industrial Source Complex (ISC), Line Source Dispersion Models (Caline/Cal3QHC), and Hot Spots Analysis and Reporting Program (HARP). The GHG analysis prepared as part of the general plan update will be quantified and tied to the standards, thresholds, and methodologies established by AB 32 and SB 32. The general plan will include tangible policies and actions that clearly identify the roles and responsibilities of both the public and private sectors in reducing GHG emissions, and will meet all legal requirements for a qualified GHG reduction strategy.

4.3 Deliverables:

Draft and Final AQ/GHG Technical Memo.

Task 4.4 Draft EIR

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will analyze the changes made to both the General Plan as well as the Specific Plan. Although it will be a combined Draft EIR, both impacts will be analyzed separately. Consultant will rely on the content developed for the Existing Conditions Report (ECR) when preparing the Draft EIR. In particular, the Existing

Setting and Regulatory Framework for each topic area will be discussed in the ECR and then integrated in the Draft EIR as appropriate in Chapter 3 (described below). This streamlined approach ensures consistency across documents, maintains an expeditious project schedule, and reduced costs associated with development of the EIR. The Draft EIR will consist of the chapters described below.

Executive Summary

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

Chapter 1: Introduction

This Section of the Draft EIR will provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects. A flowchart will be included that shows the process for subsequent environmental documents, identifying when it would be appropriate to prepare a Mitigated Negative Declaration versus a Focused or Project-level EIR.

Chapter 2: Project Description

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description prepared under Task 4.1, described above.

Chapter 3: Environmental Setting, Impacts and Mitigation Measures

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the project. This chapter will include an introductory section providing details on the "baseline conditions" assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the project (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and soil contamination hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR. The EIR will evaluate each of the following environmental issues in detail:

Aesthetics and Visual Resources	Land Use and Planning
Agricultural and Forest Resources	Mineral and Energy Resources
Air Quality	Noise
Biological Resources	Population, Housing, and Employment
Cultural and Tribal Resources	Public Services
Geology, Soils, and Seismicity	Recreation, Parks, and Open Space
Greenhouse Gas Emissions	Transportation and Circulation
Hazards and Hazardous Materials	Utilities and Service Systems
Hydrology and Water Quality	Wildfires

For each issue area, Consultant will discuss in detail the existing setting (based on the information provided in the Existing Conditions Report prepared in Task 1), Regulatory Framework, and Impacts and Mitigation Measures. Consultant will work closely with City staff on crafting mitigation measure language and timing that are appropriate for inclusion in the General Plan Update and suitable for use in the typical development review process.

This section includes preparation of supporting studies required to prepare the Draft EIR, beyond those already identified as discreet tasks within this scope of work. MD Acoustics will prepare a noise study to support the noise section of the DEIR. As part of this effort, MD Acoustics will:

- Review relevant project and site background information,
- Visit the project site and perform up to three (3) 24-hour noise measurements (long-term) and ten (10) 10-minute noise measurements (short-term) throughout the Plan area and document baseline conditions,
- Address and calculate noise impacts from construction, traffic, operational, airport, and railroad noise, and
- Provide a written report to document the existing noise environment, predict future noise environment, and identify potential project noise impacts in light of relevant municipal code(s) and CEQA.

Chapter 4: Cumulative Impacts

Consultant will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR. The cumulative analysis will address each topic covered in the environmental analysis (e.g., water supply, traffic, biological resources, etc.) and will identify appropriate mitigation measures for any significant impacts identified. The potential for the project to induce growth, either through designation of land for growth, extension of services and infrastructure, or other project characteristics that may encourage and facilitate growth in the area, will be evaluated.

Chapter 5: Other CEQA Requirements

The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

Chapter 6: Alternatives Analysis

Consultant will coordinate with City staff in the development of up to three alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed project based on the significant environmental effects identified in the Draft EIR. Based on this analysis, the environmentally superior alternative will be identified as required by CEQA.

Chapter 7: Report Preparers and References

This chapter will identify all persons assisting in the preparation of the EIR and referenced agencies/materials.

4.4 Deliverables:

Administrative Draft EIR (5 hard copies, 5 CDs), Screencheck Draft EIR (5 copies, 5 CDs), Draft EIR (5 copies, 30 CDs), Notice of Availability.

Task 4.5 Final Environmental Impact Report and MMRP

At the conclusion of the Draft EIR public review period, Consultant will respond to all written comments received by the City, as well as oral comments received during public hearings. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document, which will be separately bound, will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text). With respect to the Final EIR and Response to Comments, Consultant anticipates 40 comment letters of normal detail (two to three pages in length). Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work. This scope also assumes one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release. The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. Consultant will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update.

CEQA Findings of Fact/Statement of Overriding Considerations

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative

and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

4.5 Deliverables:

Response to Comments (Screencheck and Draft, 5 copies, PDF) and preparation of the Mitigation and Monitoring Program (Screencheck and Draft, 5 copies, PDF), Findings of Fact and Statement of Overriding Considerations (Screencheck and Draft, 5 copies, PDF), Findings of Fact and Statement of Overriding Considerations (Screencheck and Draft, 5 copies, PDF), all necessary CEQA Documents (Two Screenchecks and one Draft, 5 copies, PDF), Technical Appendices (Screencheck and Draft, 5 copies, PDF), All RTC (5 copies, PDF), Admin Final EIR (5 copies, PDF), and Final EIR (10 copies, 10 CDs, PDF).

Task 5 Focused Zoning Code Update

As part of the General Plan update process, Consultant will complete a "focused" Zoning Code update to create consistency with the new General Plan. Typical updates required include to development standards/allowable uses required to implement the General Plan's land use designations, updates to the City's open space standards, or noise requirements. The Focused Zoning Code update will focus on making the Code more user-friendly, through increased use of graphics and tables to convey information, as well as addressing changes to the existing Code identified by staff, changes in applicable State law since the last Code was prepared, and identification of changes required to ensure the Code is consistent with the General Plan update. Terms and definitions will be contemporary and reflect current planning practices. The resulting product will be a Zoning Code that is well organized and provides clear and understandable guidance to City residents, staff, and elected officials.

Task 5.1 Internal Review and Staff Coordination

Consultant will prepare a matrix of General Plan Policies and Actions that may require changes or revisions to Title 17, Zoning, of the Lawndale Municipal Code. The matrix will identify the applicable titles, sections, and chapters of the Municipal Code that may need to be revised to bring the Municipal Code into full consistency with the General Plan. Following completion of the consistency matrix, Consultant will meet with City departments heads, or their assigned representatives, to discuss the matrix, identify any items that require immediate attention, and possible text revisions needed to bring the Municipal Code into consistency with the General Plan.

5.1 Deliverables:

Zoning Ordinance Update matrix and summary memorandum (5 copies, PDF).

Task 5.2 Zoning Map Revisions

Consultant will prepare a focused update to the Citywide Zoning Map. The update will be completed at a parcel specific level for all parcels located within the City limits. The Zoning Map will be updated to reflect changes to the Citywide General Plan Land Use Map and to ensure consistency between the Land Use and Zoning Maps. In many instances, there will be

multiple zoning districts that are consistent and compatible with land use designations shown on the General Plan Land Use Map.

5.2 Deliverables:

Parcel-level zoning map and GIS data.

Task 5.3 Administrative Draft Zoning Code

Consultant will prepare a focused update to the City's Zoning Code in administrative draft format to be used for internal staff review. The focused update to the Zoning Code will be based on input from City staff; updates required by the California Government Code, California Building Code, State and Federal Laws, and local codes; policies and action items contained in the General Plan Update; input from the City Council and Planning Commission; and direction received from the public and stakeholder input. Consultant will also meet and consult with City departments.

Draft, Format and Outline

Based on input received from staff and the public, Consultant will prepare a draft annotated outline of the key areas of the Zoning Code impacted by the updated General Plan. After staff review, Consultant will discuss any desired changes and direction for the preparation of the Zoning Code chapters.

Administrative Draft Zoning Code Preparation

The focused Zoning Code Update is expected to include updates to the Zoning Map and modifications and/or additions to the zoning districts/development standards to create consistency with the General Plan, including any modifications as a result of the Housing Element Update. Under this task, the focused Zoning Code Update will be prepared in the same style and format as currently adopted.

5.3 Deliverables:

Draft Format and Outline the Administrative Zoning Ordinance (5 hard copies and PDF files).

Task 5.4 Zoning Code Finalization

Following completion of Task 5.3, Consultant will prepare a Screencheck draft Zoning Code that addresses the comments received from City staff and any input from the public. Following City staff approval of the Screencheck draft, Consultant will prepare a draft Zoning Code for public review. At the conclusion of the public review period for the draft Zoning Code, Consultant will meet with staff and the City Council to discuss and review any public comments received on the document. Potential changes and edits will be discussed, and a final Zoning Code will be prepared for adoption. Consultant will present the final Zoning Code to the Planning Commission and City Council for consideration.

5.4 Deliverables:

Final Zoning Ordinance (5 hard copies, PDF files, 5 large-format wall copies of final Zoning Map).

Task 6 City Meeting Schedule and Communication

Consultant will serve as the Prime Consultant and manage all regular communication with the City's Planning Department and overall project management and adherence to the project schedule.

Task 6.1 Public Hearings

At the conclusion of the project, the Updated General Plan and EIR will need to be presented to the Planning Commission and Council for review and approval after a public hearing. Up to two public hearings (one with Planning Commission and one with Council) are included in this Scope.

6.1 Deliverables:

Facilitation of two public hearings (attendance by Kittelson and EPS at one public hearing).

Task 6.2 Meetings with City Staff

Consultant will facilitate monthly in-person or conference call meetings with City staff to ensure that the project is on time, on budget, and that any issues are quickly resolved. These meetings are in addition to the community open houses, interviews, and other outreach programs identified in Task 3.

6.2 Deliverables:

Monthly in-person or conference call meetings with City staff.

Task 6.3 Project Administration

Consultant will provide two dedicated project managers who will be hands-on throughout the project whose services will include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from Consultant and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

6.3 Deliverables:

Ongoing project administration lead by the Project Manager and Co-Project Manager.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 4.3, "Prohibition Against Subcontracting or Assignment" is hereby amended to authorize the Consultant's use of Kittleson, MD Acoustics, Duke CRM, EPS and West Yost as approved subcontractors provided that Consultant provides all of the types and amounts of insurance required on behalf of each subconsultant or said insurance coverage is provided by each subconsultant.

Section 5.2 is replaced to read as follows:

"Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent acts, errors, omissions of the Consultant, or anyone directly or indirectly employed by the Consultant, while in any way engaged 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. Notwithstanding the foregoing, for any claim alleging the negligent performance of work by Consultant, the Consultant has no immediate obligation to provide the defense of the City, or any other indemnified party. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the Consultant."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide the services described in "Exhibit A", at the rates set forth below, for the not to exceed the Contract Sum of \$808,920.00. Rates may not be increased without an amendment to this Agreement. The City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. Travel time is not billable.

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.

Consultant:

Staff Level	Hourly Rate
Principal	\$150
Principal Planner	\$135
Senior Designer/Planner	\$115
Associate Planner	\$105
Assistant Planner	\$95
Biologist	\$140
GIS/Graphics	\$85

Kittleson & Associates

Principal / Senior Principal	\$225 - \$315
<i>Tim Erney</i>	\$305
<i>Damian Stefanakis</i>	\$240
Associate Engineer/Planner	\$190 - \$220
Senior Engineer/Planner	\$160 - \$185
Engineer/Planner	\$140 - \$160
<i>Michael Sahimi</i>	\$150
<i>Miao Gao</i>	\$150
Transportation Analyst	\$125 - \$135
Principal Data Scientist/Developer	\$225 - \$315
Senior Data Scientist/Developer	\$180 - \$220
Data Scientist/Developer	\$150 - \$185
Senior Data Analyst/Software Developer	\$110 - \$145
Data Analyst/Software Technician	\$80 - \$105
Associate Technician	\$160 - \$190
Senior Technician	\$140 - \$155
Technician II	\$125 - \$135
Technician I	\$105 - \$120
Office Support	\$60 - \$90
Service & Other Direct Costs	Billing Rate

EPS

Managing Principal	\$275-\$315
Senior Principal	\$315
Principal	\$255
Executive/Senior Vice President	\$235
Vice President	\$215
Senior Technical Associate	\$215
Senior Associate	\$195
Associate	\$160
Research Analyst II	\$135
Research Analyst I	\$90
Production and Administrative Staff	\$90



HOURLY BILLING RATES

Staff Level	Hourly Billing Rate
President/Principal Archaeologist	\$ 170
Administrator	\$ 130
Principal Investigator	\$ 120
Senior Historian/Architectural Historian	\$ 125
Archaeologist	\$ 110
Paleontologist	\$ 110
Field/Laboratory Director	\$ 110
GIS Specialist	\$ 95
Field/Laboratory Crew Chief	\$ 90
Field/Laboratory Crew	\$ 70
Research Assistant	\$ 70
Administrative Assistant	\$ 65

Billing Rates for MD Acoustics

Compensation for Services

The Consultants Billing rates for services are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Principal Consultant	\$ 170.00
Sr. Acoustical Consultant	\$ 135.00
Sr. Vibration Consultant	\$ 135.00
Consultant	\$ 115.00
Mechanical Packaging Engineer	\$ 135.00
COMSOL Expert & Modeling	\$ 300.00
Engineering Technician I	\$ 85.00
Engineering Aide	\$ 55.00
Administrative Assistant	\$ 55.00
Administrative Aide	\$ 45.00
Clerical Aide	\$ 40.00
Principal Controls & Vibration Engineer	\$ 190.00
Senior Scientist Noise & Vibration	\$ 175.00
Senior Design Engineer	\$ 120.00
Expert Witness	\$ 495.00
Automobile Mileage	\$ 0.545/mile

General

- (1) Per Diem charges are based on current government rates based on area.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted bi-monthly. Statements are payable Net 30 upon receipt by client of statement. Any statement unpaid after ninety (90) days shall be subject to interest at the maximum permitted by law.

Rev. January 1, 2018

West Yost Associates

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$168 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97
Field Services	\$192

- a Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.



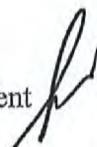
CITY OF LAWDALE

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

DATE: March 16, 2020

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 AG

SUBJECT: **CONTRACT SERVICES AGREEMENT WITH DE NOVO PLANNING GROUP TO UPDATE THE CITY OF LAWDALE'S GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN**

BACKGROUND

California state law requires cities and counties to adopt a general plan for each respective jurisdiction. The General Plan is essentially the blueprint for development in a community and is a reflection of the goals, policies, and vision of that community. The General Plan must address areas of development including housing, transportation, open space, safety, land use, and infrastructure.

A Specific Plan is a comprehensive planning and zoning document for a specific geographical designated area. A Specific Plan can include more specific land use standards, specialized streetscape design requirements, enhanced landscaping regulations, and architectural designs.

The last element update to the City's General Plan was in 2016, an update for the Safety Element, whereas the Hawthorne Boulevard Specific Plan has not had a major revision since June 2009. The City's General Plan and Hawthorne Boulevard Specific Plan are vital documents that outline the long term vision and future blue print for development in the City and are meant to be updated from time to time to reflect the then-current and anticipated needs of the City. However, the updates are expensive.

Recent changes in legislation in the past few years, coupled with calls from stakeholders, the public, and property-owners for more flexible land use policies, and the current economic environment occurring within the City, necessitate the update of these important documents at this time to ensure continued and sustainable growth patterns throughout the City consistent with the City Council's current vision.

Request for Proposals

In June 2019, a Request for Proposals (RFP) was published on the City's website to initiate the update process for these documents (See Attachment A). Additionally, ten (10) firms were notified of the RFP. Out of the ten (10) firms contacted, three (3) firms responded to the RFP. The following

proposals were received:

- CSG Consultants.....\$1,131,870;
- De Novo Planning Group\$984,132; and
- Infrastructure Engineers\$698,460.

The three respondents were evaluated by an internal staff interview panel based on: comprehension of the scope of work, schedule of performance, experience, and knowledge relating to the task. Two (2) out of the three (3) firms were interviewed, those being CSG Consultants and De Novo Planning Group. Infrastructure Engineers missed their scheduled interview window.

De Novo Planning Group was selected to perform the work based on the overall scores from the interview panel. Following the selection, staff has worked diligently with De Novo Planning Group to finalize the total costs and the tasks that will be performed by the firm.

STAFF REVIEW

Staff has drafted a Contract Services Agreement (CSA) between the City and De Novo Planning Group for consideration and review (See Attachment A, CSA). The following are the key components of the CSA:

- *Detailed specification of the services provided by consultant (Updating the City's General Plan, Specific Plan, and Preparation of the required Environmental Documentation);*
- *Total Compensation (\$808,920);*
- *Project Schedule (March 17, 2020 to December 31, 2021);*
- *Insurance & Indemnification requirements;*
- *Records & Reports; and*
- *Enforcement of the agreement.*

The consultant will be undertaking a comprehensive update to the City's General Plan (GP) and Hawthorne Boulevard Specific Plan (HBSP). As mention above, staff worked diligently with De Nova Planning Group to reduce the costs of their proposal. After extensive negotiations were completed between both parties, staff was able to reduce the original proposed cost from \$984,132 to \$808,920, resulting in a substantial cost savings of \$175,212 for the City. Additionally, in December 2019, staff was authorized by City Council to pursue a SB 2 Planning Grant funding offered by the State of California Department of Housing and Community Development (HCD). As a result of staff efforts, on February 21, 2020, staff received an email from HCD that preliminary approval has been given to the City for an estimated grant award of \$160,000. These grant funds will be used to fund the cost of this project.

The total cost savings realized with the revised scope of services, along with the grant award from HCD, result in direct costs savings by reducing the overall general fund costs for updating the documents to \$648,920.

As outlined in the CSA, Exhibit A describes the scope of services which includes some of the following tasks:

- Kick off Meeting with staff;
- Base Mapping;
- Assessments of cultural and paleontological resources;
- Fiscal Impact Analysis;
- Draft General Plan;
- Draft Specific Plan;
- Zoning Code Update;
- Zoning Map revisions;
- Extensive Public Outreach;
- Drafting the Environmental Impact Report; and
- Public Hearings.

LEGAL REVIEW

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

FUNDING

\$1,400,000 is included in the FY 2019-20 Budget for a comprehensive General Plan update, Hawthorne Boulevard Specific Plan update, and an environmental impact report. Contract service costs to De Novo Planning Group for this work shall not exceed \$808,920. Of the contract costs, \$160,000 is anticipated to be reimbursed from a California Department of Housing and Community Development (HCD) SB 2 Planning Grant which has been committed and awaiting formal award. Therefore, \$648,920 of designated funds will be required upon contract approval and the remaining \$751,080 can be undesignated for General Fund reserves/operational use. Below is the recommended budget adjustment for undesignating reserves, authorizing appropriations for the contract and budgeting anticipated grant funding:

General Fund

Decrease fund balance reserve:		
100-000-300.410	General Fund - Designated for City General Plan	\$1,400,000
Increase fund balance reserve:		
100-000-560.100	General Fund - Operating Transfers Out	\$ 648,920
100-000-300.404	General Fund - Unreserved, Undesignated Fund Balance	<u>751,080</u>
		\$1,400,000

Community Development

Increase estimated revenue:		
279-410-465.451	Community Development - Grants	\$ 160,000
279-000-480.100	Community Development - Operating Transfer In	<u>648,920</u>
		\$ 808,920

Increase appropriations:		
279-410-530.100	Community Development - Contract Services	\$ 808,920

RECOMMENDATION

It is recommended that the City Council:

1. Approve the Contract Service Agreement with De Novo Planning Group, for a term of March 17, 2020 to December 31, 2021, not to exceed \$808,920, to update the City's General Plan and Hawthorne Boulevard Specific Plan, and
2. Approve recommended budget adjustments for undesignating reserves, authorizing appropriations and anticipated grant funding, as detailed in the staff report.

ATTACHMENTS

- A. Contract Services Agreement with De Novo Planning Group

ATTACHMENT A

**CONTRACT SERVICES AGREEMENT WITH DE NOVO
PLANNING GROUP**

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
GENERAL PLAN AND HAWTHORNE BOULEVARD
SPECIFIC PLAN UPDATE

This Contract Services Agreement ("Agreement") is made and entered into this ___ day of March, 2020, by and between the City of Lawndale, a municipal corporation ("City"), and De Novo Planning Group, a California corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase

in compensation must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of eight-hundred eight thousand nine hundred twenty dollars (\$808,920.00) ("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 and Director of Community Development, 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 March 17, 2020 and continue in full force and effect until completion of the services no later than December 31, 2021.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Amanda Tropiano 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 in the performance of design professional services and to the full extent permitted by law, 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), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent acts, errors, omissions of the Consultant, or anyone directly or indirectly employed by the Consultant, while in any way engaged 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. Notwithstanding the foregoing, for any claim alleging the negligent performance of work by Consultant, the Consultant has no immediate obligation to provide the defense of the City, or any other indemnified party. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the 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.

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Tiffany J. Israel, City Attorney

CONSULTANT:
De Novo Planning Group
a California corporation

By: _____
Name: Benjamin Ritchie
Title: Principal

By: _____
Name: Steve McMurtry
Title: Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will undertake the following activities for the City to ensure the successful updates to the City's General Plan and Hawthorne Boulevard Specific Plan, and their adoption. The Scope of Services applies to six phases of updating of the updating and adoption process. The specific tasks to be provided by the Consultant under this Agreement include, but are not limited to:

Task 1 Assessment

The project will begin with the Consultant's team providing a high-level project overview and refined timeline at an in-person meeting with City staff to collect data, analyze existing conditions, and evaluate opportunities and issues. To achieve the objectives for Task 1, Consultant will kick-off and execute a detailed existing conditions study, including preparation of background reports and other documents which will later streamline policy development and environmental review.

Task 1.1 Evaluation of Existing General Plan and Hawthorne Boulevard Specific Plan

Consultant will review and evaluate Lawndale's existing General Plan including all of its associated elements and policies. Special focus will also be given to the Housing Element, Economic Element, Safety Element, and Circulation Element. Consultant's team will also review the Hawthorne Boulevard Specific Plan. All of these documents will be reviewed and evaluated to ascertain the extent and scope of revisions to the General Plan and Hawthorne Boulevard Specific Plan needed to be consistent with all applicable laws.

1.1 Deliverables:

Memo evaluating the Existing General Plan and the Hawthorne Boulevard Specific Plan.

Task 1.2 Document Review

Additional documents will also be reviewed including the current General Plan EIR, existing Zoning Code, Zoning Map, regional plans, and all other relevant and pertinent policy documents.

1.2 Deliverables:

Memo evaluating the current General Plan EIR, Zoning Code, and all other relevant and pertinent policy documents.

Task 1.3 Kick-off Meeting and tour

Within one week of project commencement, the Consultant's team will meet with City staff to kick-off the project and provide a project overview, including a schedule for completion of the project, with clear deadlines and specific action items identified for each task. In addition to refining/confirming the timeline, the parties will do the following:

- Discuss community outreach approach, including Visioning Workshops, identification of stakeholders,
- General Plan Update Website, and format for community workshops; and
- Data request for relevant background documents (adopted documents, reports, and studies).

Consultant requests that representatives from all City departments participate in the kick-off meeting. Following the meeting, the Consultant's team will take a tour of the City to discuss key issues and opportunities.

1.3 Deliverables:

Meeting agenda, data needs list, summary notes, tour photos, project schedule/work plan with major work components and milestones.

Task 1.4 Due Diligence and Base Mapping

Consultant will collect any new documents not currently within the project team's library and undertake due diligence to prepare the entire project team to complete the project successfully. Consultant will also prepare a parcel-level citywide base map in ArcGIS which will be used by all of Consultant's team members for all graphics for the duration of the project; this will include a high-quality aerial base map generated from existing digital sources, suitable for high-quality large format reproduction.

A solid understanding of the existing multi-modal conditions is the foundation of a robust and comprehensive mobility and circulation plan. To this end, Kittelson will conduct an assessment of the existing auto, transit, pedestrian, bicycle, and truck conditions at up to 40 analysis locations (25 intersections and 15 roadway segments) throughout the City. Kittelson will identify the primary networks for each mode of travel and will identify gaps or significant deficiencies in the networks, including locations with high levels of safety concerns. At locations where barriers or opportunities for improvement are identified, Kittelson will determine potential improvements to enhance local connectivity and linkages to key destinations and decrease citywide vehicle miles traveled (VMT). As part of this existing conditions assessment, Kittelson will also review mobility-related goals, policies, and standards in the current General Plan Circulation Element, noting opportunities to maintain, augment, or change existing goals/policies, and topics that may need to be addressed with new goals/policies.

1.4 Deliverables:

GIS Basemap

Task 1.5 Cultural/Paleontological Assessment Report

DUKE CRM will conduct a cultural resources records search through the South-Central Coastal Information Center (SCCIC) located at California State University, Fullerton (CSUF) to update the 1992 study that informed the General Plan. This will involve mapping and creating an inventory of known archaeological, Tribal, and historic cultural resources within the City and its sphere of influence. Further, Consultant will gather information on prior cultural resource studies within the City and its sphere of influence. Additional research will be conducted through historical archives and repositories including the Los Angeles Public Library (LAPL). Consultations with local historical societies such as the Lawndale Historical Society will be conducted as appropriate. Relevant internet research will be conducted.

A paleontological records search will be conducted through the Los Angeles County Museum of Natural History (LACMNH). In addition, a review of online paleontological resources will be conducted that will include the University of California Museum of Paleontology (UCMP), the

online Paleobiology Database (Paleobiod), FAUNMAP (UCMP), and other available published literature.

A reconnaissance-level field survey will be conducted of the General Plan area for cultural/paleontological resources. The purpose of the field survey will be to characterize the setting of the General Plan area and identify areas with low/medium/high sensitivity for cultural and paleontological resources. DUKE C R M stipulates that no intensive level survey will be completed and that no DPR site forms will be prepared or updated.

A report to document the study will be produced. The report will summarize the results of the cultural/paleontological research. The report will include sections on the regulatory, natural, and cultural setting. The report will identify properties or areas of potential archaeological, paleontological, and historical sensitivity, and the report will include programmatic mitigation recommendations as well as relevant maps and photographs.

1.5 Deliverables:

Cultural/Paleontological Assessment Report (Administrative Draft and Final)

Task 1.6 Socio-Economic, Demographic, and Real Estate Market Study

EPS will assess existing socioeconomic, demographic, and real estate market conditions and trends influencing economic development potential for Lawndale. The study will analyze the supply and demand conditions and trends for a variety of land uses—including retail, hospitality, office, industrial, and residential—in the City. For each land use category and associated market sector, EPS will consider historical trends, recent market activity and performance (including rents and absorption rates), and future growth pressures and opportunities to identify core strengths, emerging niches, and under-served markets.

EPS will also consider the competitive attributes and locational advantage of particular sites, neighborhoods and corridors within the City, in dialogue with Consultant and the City staff. Using this analysis, EPS will summarize the strengths, weaknesses, opportunities and threats affecting the City's long-term economic development potential in both the medium and long-term. Consultant will be realistic about potential economic disadvantages or the options for overcoming them so that General Plan policies can be calibrated accordingly. For example, for the retail sector, EPS will analyze local business conditions by quantifying retail spending, local capture, and leakage, as well as regional competition and the impact of national trends affecting consumer behavior (e.g. on-line shopping).

1.6 Deliverables:

Socio-Economic, Demographic, and Real Estate Market Study (Administrative Draft and Final)

Task 1.7 Infrastructure Technical Background Report

West Yost will prepare an infrastructure background report related to the existing water, wastewater collection, wastewater treatment, and stormwater/flood control facilities. Consultant is aware that the City does not provide water service, wastewater collection, or wastewater treatment to its residents. West Yost has significant experience working with external utility districts during the completion of general plan and specific plan update projects and will leverage

this experience to facilitate effective collaboration concerning utilities from the very beginning of the General Plan Update Project.

The report will also summarize future infrastructure identified for these utilities where relevant. This evaluation will be based on discussions at one meeting with City staff, one meeting with local agencies, and based on reviewing/summarizing the planning documents listed below, including but not limited to:

- Water and Wastewater Master Plan;
- Urban Water Management Plan;
- Sewer System Management Plan (SSMP);
- Drainage Master Plan provided by the City;
- GIS mapping of the utilities, to be provided to West Yost by the City and local agencies;
- To the extent available, up to 20 years of past annual total water demands, annual maximum day demand, and annual peak hour demand for the potable water system; and
- To the extent available, up to 20 years of past average dry weather flows and annual peak hour wet weather.

West Yost will prepare three infrastructure maps that show the existing water, wastewater, and storm water infrastructure using the GIS files received from the City and local agencies. Consultant will summarize the lengths of water, wastewater, and storm drain pipelines serving the City. The storm water map will delineate the major watersheds draining the City. West Yost will prepare a draft Infrastructure Background Report. The background report will identify and summarize major infrastructure issues, present the infrastructure maps, present charts of past water demands and wastewater flows, present charts of previously anticipated future water demands and wastewater flows (as identified in the master plans). The report is to be a concise document of approximately 15 to 20 pages in length.

1.7 Deliverables:

Administrative and Final Infrastructure Background Report

Task 1.8 Existing Conditions Report

To prepare a meaningful General Plan, existing conditions must be well-understood and clearly documented. As the first major project deliverable, the Existing Conditions Report (ECR) will be a valuable resource for the City Council, Planning Commission, City staff, and the Consultant team to refer to as goals and policies are developed and the Specific Plan update and EIR are prepared. The Consultant team has found that preparing a comprehensive Existing Conditions Report early-on in the process provides the entire team clarity on issues facing the City, and fosters a deeper level of understanding of key topics that must be addressed from multiple angles throughout the project. The Existing Conditions Report will include the following chapters:

- Introduction
- Land Use
- Mobility
- Historic and Cultural Resources (see Task 1.5)
- Market Trends (see Task 1.6)

- Community Services and Facilities
- Environmental Justice
- Conservation
- Greenhouse Gas and Climate Change
- Hazards, Safety, and Noise (see Task 4.4 for description of the Noise Study)

While there will be a significant amount of narrative discussion included in the ECR, Consultant will also make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public.

1.8 Deliverables:

Administrative Draft Existing Conditions Report (3 copies), Final Existing Conditions Report (10 copies)

Task 2 General Plan and Hawthorne Boulevard Specific Plan Preparation

Consultant will provide the City with a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and create implementation actions that are consistent with the City's vision for the future. Consultant's team of principal-level staff are experts in preparing General Plans and will ensure that this update complies with all legislative requirements and addresses planning best practices.

Task 2.1 Preparation of General Plan and Hawthorne Boulevard Specific Plan Outlines

Consultant will organize the General Plan document in the manner that is the most useful to the City. In addition to updating all required elements, this update will also address the following optional topics as either standalone elements or in conjunction with a required element: Economic Development, Community Health and Wellness, and Environmental Justice. This proposal recommends that a separate Implementation Plan be adopted concurrent with, but separate from, the General Plan document. This approach extracts the actions from the body of the General Plan, which further streamlines the policy direction. All implementation actions can be consolidated into a separate document which is not subject to general plan amendment requirements and can more easily be used as a working tool for City staff and elected and appointed decision-makers. However, should the City wish to include the implementation actions in the body of the General Plan elements, this will be accommodated at no additional cost.

2.1 Deliverables:

Report containing Draft Outline for the General Plan including preliminary policy and land use recommendations and implementation measures; Final GP Outline; Element Template. Report containing Draft Outline for the Preliminary Hawthorne Boulevard Specific Plan Update including preliminary policy and land use recommendations and implementation measures; Final SP Outline; Draft Template.

Task 2.2 Project Schedule/Work Plan

The City and Consultant team will re-evaluate the project schedule and work plan based on the findings in the Existing Conditions Report. Although Consultant anticipates only minor changes

to the current work plan, this re-evaluation will give the City a chance to finalize the time frame, schedule, and final project deliverables.

2.2 Deliverables:

Updated Project Schedule/Work Plan with major work components and milestones.

Task 2.3 Preparation of Preferred Land Use Plan

Using the current land use plan and designations as a starting point, Consultant will prepare an administrative draft preferred land use plan for City staff review which will incorporate appropriate changes based on general public feedback and City staff direction. Consultant will review with City staff the City's current general plan land use classification matrix to ensure its appropriateness given the type, location, and intensity of development in recent years. For purposes of the EIR and associated technical studies, Consultant will develop land use estimates (including unit count, population, building square footage, and employment figures) for three scenarios: existing conditions, the current land use plan, and the preferred land use plan. Consultant will meet with relevant City staff and subconsultant team members to discuss common statistical assumptions that will guide this process. These assumptions will include but not be limited to: land use types, densities and floor area ratios (FARs), population and economic growth assumptions, persons per household and other existing demographics, employment per square foot generational ratios, valuation assumptions, and other economic variables. Consultant will prepare a memorandum summarizing the assumptions that the General Plan has agreed to use in the buildout analyses. One round of revisions to the memorandum is assumed. It is important to note that changes to the assumptions after development and review of the final statistical assumptions table may require revisions to studies and require an amendment to the budget. The results of this task will feed directly into the project description and initial study for the EIR.

2.3 Deliverables:

Preferred Land Use Plan and associated build-out summary information.

Task 2.4 Mobility Analysis

As part of the mobility analysis, Kittelson will estimate the travel demand associated with the Preferred Land Use Plan using the Southern California Association of Governments (SCAG) or LA Metro travel demand model. Kittelson will determine the net change in transportation demand, in terms of number of daily and weekday AM/PM peak hour trips and the corresponding VMT. Kittelson will qualitatively assess the Preferred Plan considering key transportation network factors, including the compatibility with the roadway network, availability of transit, parking demand and supply, net change in VMT/capita and VMT/employee, and required infrastructure improvements.

Circulation Analysis for the Hawthorne Boulevard Specific Plan Update

Concurrently with the General Plan Update, the Hawthorne Boulevard Specific Plan Update will be updated to reflect changes since the Plan was initially adopted, such as new technologies, key legislation (such as the Complete Streets Act), and local changes such as the proposed Green Line extension (which could potentially run along Hawthorne Boulevard south of I-405). Kittelson will examine existing conditions along the corridor and in the Specific Plan area utilizing data collected and building upon the analysis being conducted for the General Plan

Update. Kittelson will conduct a focused assessment of conditions in the area for automobiles, goods movement, transit, bicyclists and pedestrians, including documenting safety concern and barriers. Kittelson will also review the current Specific Plan's mobility-related goals, opportunities, and standards and opportunities for updates, and examine ways in which the Specific Plan can be updated to incorporate changes that have taken place since the Plan's adoption or will take place in the future. In particular, this may include curbside management needs along the corridor (due to rideshare and ecommerce deliveries), changes in on-street and off-street parking demand (due to rideshare and autonomous vehicles), parking management (to allow for shared parking and linked trips), implementation of wayfinding and supportive tools, accommodation of new mobility providers, and prioritizing and balancing the needs of all modes and users. Kittelson will also examine the implications of the proposed Green Line extension, its potential alignment along Hawthorne Boulevard, and ways in which the Specific Plan should accommodate and prepare for the extension. Concurrent with the development of the General Plan Update and EIR's VMT and LOS approaches, Kittelson will work with the City to develop LOS standards for the Specific Plan area, should the City choose to maintain LOS standard for non-CEQA purposes. Kittelson will work with the City to develop LOS standards for the Specific Plan area that balance its needs and are sensitive to its context.

2.4 Deliverables:

Mobility Analysis Report (Administrative Draft and Final).

Task 2.5 Fiscal Impact Analysis

EPS will analyze the fiscal impacts of Preferred Land Use Plan on General Fund revenues and costs. EPS will employ a planning level approach, based on an evaluation of the City's budget and estimates related to primary revenue generators (for example, property and sales tax). EPS expects that the City will provide budget documents and any other supporting information regarding the General Fund. For quantifying fiscal revenue impacts, EPS will employ a per-capita methodology, supplemented where necessary with a limited case-study approach, to estimate increases in General Fund revenues attributable to new development. For quantifying public service cost impacts resulting from the Proposed Plan, EPS will use an average cost methodology for forecasting increases in service demand and associated expenditures by land use category.

2.5 Deliverables:

Fiscal Analysis Report (Administrative Draft and Final).

Task 2.6 Administrative Draft General Plan

The Consultant's team will provide City staff with an Administrative Draft General Plan for review; comments on the Administrative Draft General Plan Update will be used to create a Public Hearing Draft General Plan. Consultant anticipates meeting with City staff to review comments and reach agreement on how to address potentially conflicting comments. The current General Plan will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to state law since the previous update. In preparing the General Plan Update, the Consultant's team will prepare each element to ensure that all goals, policies, and actions:

- Support the community's vision and values;

- Address requirements of state law;
- Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- Are grounded in recent and sound community planning and conservation trends; and
- Are internally consistent.

Consultant has outlined the high-level topics Consultant expects will be included based on its understanding of the project and special issues facing the City as described briefly below.

Introduction

The introduction will identify the General Plan vision statement, discuss the rich cultural and historical heritage of Lawndale, describe the organization of the General Plan, and describe how the General Plan complies with applicable regulations.

Land Use (Update to Existing Element)

The Land Use Element will be updated to reflect the conservation of the existing character and quality of established single family neighborhoods, provide direction for diversification of high-quality housing choices, introduce focused goals and policies for special growth areas such and emphasizing the community's vision for more walkable corridors and districts. Consultant will provide descriptions of land use designations and policy guidance to address these priorities while identifying strategies to preserve and protect the City's special history and quality of life. The Land Use Element will capitalize on the community's assets and potential with "place making" ideas that ultimately create good public spaces that promote people's health, happiness, and well-being. It will provide goals and policies that cover the following topics:

- Land use types, mix, balance, and location
- Strategic growth areas/areas of change
- Major destinations in the City
- Specific recommendations for revisions to adopted planning documents to ensure on-going consistency and implementation of the General Plan
- Neighborhood preservation, revitalization, and enhancement

Resource Management Element (Updates to and Consolidation of Existing Conservation, Open Space, and Air Quality Management Elements)

The Resource Management Element will focus on the cultural, natural, environmental, and man-made resources and the provision of open spaces. This Element combines the state-mandated Open Space and Conservation Elements and provides the foundation for resource conservation in the context of the City's long-term vision for the future and Land Use Map. The Resources Management Element will be developed to be consistent with other General Plan Elements (e.g., Land Use, Circulation), and those policies and programs. Implementation actions will address the following topics:

- Air quality/greenhouse gases
- Cultural resources, including the important City's historic places and structures,
- Biological resources,
- Energy and mineral resources,

- Parks and recreation programs,
- Open space,
- Recreational trails,
- Scenic vistas

Environmental Justice Element (New Element)

CalEPA defines environmental justice (EJ) as “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies”. As Lawndale updates its General Plan, Consultant will help the City to define what EJ means for this community and appropriately address issues related to this topic.

Consistent with SB 1000 Consultant will first identify environmentally disadvantaged communities; using the findings of CalEnviroScreen 3.0. For those neighborhoods in the City that are considered disadvantaged communities (DACs), the Consultant will address, as a minimum, the following seven EJ-related issues:

- Pollution exposure (including air quality)
- Food access
- Public facilities
- Safe and sanitary homes
- Physical activity
- Community engagement
- Prioritization of improvements and programs addressing the needs of DACs

Consultant will use the SB 1000 Implementation Toolkit from the California Environmental Justice Alliance in addressing EJ in General Plans as a starting point for discussion; ultimately how EJ is addressed in Lawndale will be tailored to the issues and opportunities specifically facing this community.

Consultant will ensure that the General Plan update process provides a meaningful way for all community members to participate in the process, reduce disproportionate environmental burdens on low-income and minority populations, increases mobility and access for all residents, identifies healthy and affordable housing opportunities for all segments of the community, and defines goals and policies to improve air quality, especially for sensitive population groups.

Circulation Element (Update to Existing Element)

New topics related to mobility and its role in Lawndale have emerged since the Plan was last updated, including multi-modal network connectivity, active transportation, and regional transit planning. Consultant will work with City staff to refine existing policies and goals, and to evaluate potential new goals, policies, and programs to reflect new and emerging City priorities, changing conditions, new State mandates and guidelines, and recent local and regional planning initiatives. This will include the transportation policies, goals and objectives for the City, and will address the measures needed to incorporate future transportation network changes and anticipated citywide growth projected through build-out of the General Plan.

The following list of topics will be addressed in this element:

- Level of Service (LOS) and Vehicle Miles Traveled (VMT)
- Roadway Network Performance
- Transit System
- Travel Demand Management
- Bicycle & Pedestrian Systems
- Truck Travel
- Emergency Evacuation Routes
- Active Transportation Systems

Based on the land use alternatives and mobility analysis, Kittelson will prepare the transportation and circulation plan for the General Plan Update, with an updated Circulation Element with relevant changes to goals and policies as well as proposed circulation maps.

As part of the Circulation Element update, Kittelson will work with the project team and City staff to incorporate SB 743 guidance, which will eliminate LOS as a CEQA significance criteria in 2020 to be replaced by VMT metrics. Through this effort, the preferred approach is to account for both LOS and VMT in the General Plan Update. Kittelson will review the VMT policies recently adopted by the City of Los Angeles and other nearby agencies and incorporate them into the Circulation Element policies as appropriate.

Hazard Management Element (Updates to and Consolidation of Existing Safety and Noise Elements)

To assist in streamlining the content of the General Plan, Consultant will address the topic of noise within the Public Safety Element. Consultant will also prepare a Public Safety Element that provides goals, policies, and actions for a variety of topics, including:

- Fire safety,
- Flooding,
- Seismic safety and geologic hazards,
- Manmade hazards (chemical and pipeline explosions, release of toxic/hazardous substances, etc.), transportation of hazardous materials,
- Other natural and man-made hazards/disasters
- Evacuation routes for fire and geological hazards,
- Noise, and
- Emergency operations and facilities.

Community Facilities Element (New Element)

Community infrastructure facilities and services also play an essential in providing a healthy and safe living environment and high quality of life. Consultant will coordinate with infrastructure service providers to evaluate standards for levels of service, future infrastructure improvements, and other needs to support the Land Use Map and other components of the General Plan Update. Service levels and infrastructure necessary to keep pace with growth will be identified by Consultant. The Public Safety Element will include a recommended list of goals, policies, and action items (including any mitigation measures developed during the environmental review process) that address:

- Water supply,

- Wastewater,
- Flood control,
- Solid waste collection and disposal, and
- Storm drainage and water quality.

Public and semi-public community facilities and services must be planned to maintain and enhance the high quality of life in the City and to help achieve the City's vision for the future. Consultant will coordinate with public service providers to evaluate standards for levels of service and future facilities needs to support the Land Use Map and other components of the General Plan Update. Service levels necessary to keep pace with growth will be identified. This element will include a recommended list of goals, policies, and action items (including any mitigation measures developed during the environmental review process) that address:

- Police and fire protection,
- Schools,
- Civic services and functions,
- Parks and recreation,
- Public work maintenance,
- Health care,
- Child care, and
- Libraries, cultural, and community facilities.

Economic Development Element (Update to Existing Element)

Economic Development is a priority for the City such that this Element will be treated as part of the "core" work program. EPS will lead the update of the City's Economic Development Element, building on the content of the existing Element. Based on a review of the existing Element, the findings of the market study and discussions with City staff and stakeholders, EPS will formulate a set of goals, policies, and implementation steps that will provide the City with guidance to foster a strong and sound local economy. The topics addressed may include, but are not limited to:

- Business retention and attraction;
- Creation of high-quality job opportunities; and
- Expansion of in-demand land use sectors.

The goals and policies will focus on maintaining a high quality of life that supports the City's role in the South Bay regional economy while promoting employment and revenue opportunities necessary to meet the needs and preferences of City residents and businesses.

Consultant will organize the Economic Development Element around three interrelated pillars: (1) specific economic sectors of interest, (2) particular opportunity sites or districts within the City designated for change or growth, and (3) clear policy direction and initiatives designed to achieve desired outcomes. This approach will reinforce the City's values and desired land use patterns (as identified through the General Plan process) while also accounting for economic and market realities.

In addition to Economic Development goals and policies, this Element will also include a focused discussion on Fiscal Sustainability. The topics related to fiscal sustainability will focus

on diversification of revenue sources, cost recovery, public/private partnerships, balanced budgets, reserve funds, debt limitations, and financial asset management.

Implementation Plan

General Plan implementation is necessary to achieve the vision laid out by the General Plan. The implementation section will provide feasible, practical implementation methods that ensure the General Plan does not “sit on the shelf” but instead achieves the goals it sets out. This section will help ground the General Plan in reality and assist in ensuring that it produces real results. The implementation program will identify how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation. Consultant will work closely with City staff to prepare this section. As part of this work effort, the team will identify recommended zoning changes to ensure that zoning and general plan land use designations are in compliance.

2.6 Deliverables:

Administrative Draft General Plan (5 hard copies and digital PDF files).

Task 2.7 Draft General Plan

Following the City’s comments on the Administrative Draft General Plan, Consultant will prepare the Draft General Plan for public review/comment and use during the City’s review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City’s website. **2.7**

Deliverables:

Draft General Plan (5 hard copies and digital PDF files).

Task 2.8 Final General Plan

A series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, Consultant will prepare modified General Plan text that will be provided as attachments to the staff report for Council’s consideration. Based on Council’s direction at the adoption of the General Plan, Consultant will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

2.8 Deliverables:

Final General Plan (5 hard copies and digital PDF files). Updated Color Land Use Map (30x40")- (5 hard copies, 5 CDs or Thumb Drives with PDF and GIS formats). All General Plan maps, tables, and images (electronic format). Two (2) color sets of full-size, foam-mounted maps and one (1) laminated set of: General Plan maps, and tables; Aerial photography of the City- four (4) high resolution copies (from existing source).

Task 2.9 Housing Element

The Housing Element will be updated to meet the City’s needs and changes in state law. Consultant will provide the City with a useful and understandable Housing Element Update that embodies the goals and priorities of the City and is consistent with state requirements (GC

Section 65583[a]). Preparation of the Housing Element will include but not be limited to the following sections:

Introduction

The Housing Element will include an introductory chapter that provides an overview of the Housing Element update process, housing issues facing Lawndale, the City's housing needs, available sites and resources, and the goals of the Housing Element.

Evaluate the Current Housing Element

Consultant will review and evaluate the current Housing Element, General Plan, and other supporting materials and provide additional information, including suggested modifications to policies as necessary. Based on the effectiveness of the existing document, input received during the steering committee meetings, and communication with City staff, Consultant will identify policies and programs that should be retained as well as those that should be revised or replaced. This section will include a narrative that discusses the: (1) actual results of the current Element compared to its goals, policies, and implementation measures; and (2) significant differences between objectives and actual achievements.

Housing Needs Assessment

To prepare a meaningful Housing Element, existing conditions must be understood and documented. Consultant will assess the housing needs of the City's population based on the characteristics of the City's population and its existing housing inventory. The needs assessment will be based on available data, including 2010 Census, 2017, Department of Finance estimates, Employment Development Department data, and US Agricultural Census. This work effort will include the following:

- Existing housing conditions
- At-risk housing
- Population, housing and employment characteristics
- Special needs groups
- Regional housing needs

Inventory of Resources and Constraints

The Housing Element will identify available resources, including land, funding, and housing programs, available to meet the City's housing needs. Constraints to meeting housing needs, including governmental constraints (land use controls, parking standards, etc.) and non-governmental constraints (environmental, availability of financing, etc.), will be described. Consultant will develop a program to reduce constraints, where appropriate and feasible. This section will include the following required topics:

- Available sites
- Financial and other resources
- Residential energy conservation
- Governmental constraints
- Non-governmental constraints

Goals, Objectives, and Implementation Plan

Consultant will present goals, objectives, policies, and implementation measures to address identified housing needs and constraints. The approach to meeting housing needs will be developed to address the City's housing needs while also: 1) remaining relevant to a mostly built-out community, 2) protecting important resources, including habitat and water supply, if applicable, and 3) promoting sustainability and walkability. The implementation plan will identify sustainable housing policies and programs, based on City staff, public and stakeholder input, City guidance, and the needs identified in the needs and constraints analysis. Consultant will hold a workshop with City staff to discuss the proposed revisions to the City's existing goals, policies, and programs, and Consultant will also present for discussion additional policies and strategies that fit the unique needs and character of Lawndale.

Implementation measures will address both short-term and long-range strategies and may include development controls, regulatory incentives, constraint-removal programs, fair housing programs, and sources of affordable housing funding. The implementation measures will identify parties responsible for implementation, a timeframe for implementation, and funding sources. Where appropriate, phasing and financing options will be identified. Implementation measures will reflect recent legislation, and will address the following issues at a minimum:

- Conserve and Improve Existing Housing Stock
- Promote Housing Opportunities for All Persons in the City, including provision of adequate sites to accommodate the Regional Housing Needs Allocation
- Address Housing Needs of Special Needs Populations
- Preserve Assisted Housing
- Regional Housing Needs Determination and Five-Year Quantified Objectives
- General Plan and Zoning Consistency
- Sustainability and Efficiency, including energy efficiency, green building practices, progressive energy and water conservation approaches, and requirements of AB 32
- Removal of Constraints (where appropriate and feasible)

Consultant will review proposed policies and implementation measures for internal consistency with all elements of the City's General Plan. Should there be inconsistencies, Consultant will identify the appropriate modifications that should be made to the proposed policies and measures or to the relevant element of the General Plan.

HCD Coordination

Consultant will coordinate closely with HCD to receive a letter indicating that the updated Housing Element complies with State law. Consultant will be very responsive to HCD's preliminary comments and requests. HCD typically schedules a conference call with the consultant and City staff to identify concerns with the Housing Element prior to issuing its formal comment letter. Following these meetings, Consultant will immediately prepare revised text for City and HCD staff to review and consider before the formal letter goes out. In this manner, Consultant will resolve issues during the review period to reduce the number of formal comments received from HCD. Upon receipt of HCD's formal comments, Consultant will prepare proposed revisions and provide them to City staff for review. Throughout this task, Consultant will be available for in-person meetings with HCD staff at HCD's offices in Sacramento. Throughout this task, Consultant will be available for in-person meetings with HCD

staff at HCD's offices in Sacramento. Once HCD indicates that its concerns are addressed, Consultant will prepare a Revised Draft Housing Element for formal submission to HCD and, with its approval, the Housing Element will be ready for adoption. It is anticipated that the Housing Element will be adopted as part of the General Plan Update.

2.9 Deliverables:

Administrative Draft Housing Element (5 hard copies and digital PDF files), Draft Housing Element (5 hard copies and digital PDF files), Final Housing Element (5 hard copies and digital PDF files).

Task 2.10 Admin Draft Hawthorne Boulevard Specific Plan

Consultant will provide the City with a Specific Plan update of the highest quality and will prepare a policy and development standards document that reflect the desires of the City, and create a land use plan that is consistent with the City's vision for the future. The Specific Plan update will be developed to a level of detail that will streamline the review and entitlement of future projects proposed within the Plan Area that are consistent with the Specific Plan. The Specific Plan will provide the City with a detailed and concrete tool that can be used to guide all future development within the Plan Area for decades. To streamline the process, the Existing Conditions Report that identifies background conditions will be done in conjunction with the General Plan update. The intent of this approach is to provide a Specific Plan that is easy to use and is not quickly dated. The Specific Plan will be a concise, technically accurate, and user-friendly document that reflects the values and priorities of Lawndale. The Specific Plan will include a liberal use of graphics and visual depictions of information, including photographs, tables, matrices, drawings, maps, and other graphics to ensure that the document is easy to understand. The Hawthorne Boulevard Specific Plan will meet all applicable requirements of state law, assess the condition of the Plan Area, and provide changes or adjustments necessary to realize the current vision of resident and stakeholders for the Plan Area. The Specific Plan will provide the City with a concrete implementation tool that will guide future development within the Plan Area for years to come.

An Administrative Draft Hawthorne Boulevard Specific Plan will be developed, compiling all of the information obtained in prior tasks. This document will also include an implementation plan for each of the action items identified in the plan. Copies of this document will be distributed among the various participating City departments and staff study sessions will be conducted as necessary. Comments received on the Administrative Draft will be compiled and any potentially conflicting comments will be identified, with consensus-oriented solutions sought. The Specific Plan document will be organized in the manner most useful to the City. Consultant will support any preferences the City has in terms of consolidating elements or developing additional stand-alone elements. It is expected that the Specific Plan will include the following chapters:

Introduction: Vision Statement, Purpose and Intent, Authority and Scope, General Plan Consistency, Relationship to City and County Plans and Programs, Relationship to Environmental Assessment.

Context: Site Description, Existing Circulation and Site Accessibility, Surrounding Land Uses and Development, Topography and Hydrology, Geology and Soils, Biological Resources, and Environmental Considerations.

Land Use Plan: Land Use Objectives, Plan Overview, and Planning Areas.

Development Standards: Statement of Purpose and Intent, Definition of Terms, Standards by Planning Area or Use.

Design Guidelines: Purpose and Intent, General Guidelines, Community Elements, Landscape Guidelines, Architectural Guidelines.

Infrastructure and Phasing: Grading, Circulation Plan, Sewer Plan, Water Plan, Drainage Plan, Solid Waste Plan, Project Phasing Schedule.

Administration: Responsibility, Interpretation, Implementation, General Notes, Severability, Maintenance Responsibility, Financing Mechanisms.

2.10 Deliverables:

Administrative Draft Hawthorne Boulevard Specific Plan (5 hard copies and digital PDF files).

Task 2.11 Draft Hawthorne Boulevard Specific Plan

Following the City's comments on the Screencheck Draft Specific Plan, Consultant will prepare the Draft Specific Plan for public review/comment and use during the City's review and approval process. The Public Review Draft Specific Plan will be prepared in printed and electronic form. The Public Review Draft Specific Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. City staff will present the Draft Specific Plan and Draft Environmental Impact Report in a public workshop and Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

2.11 Deliverables:

Draft Administrative Draft Hawthorne Boulevard Specific Plan (5 hard copies and digital PDF files).

Task 2.12 Final Hawthorne Boulevard Specific Plan

A series of public hearings will be held by the Planning Commission and City Council to consider adoption of the Specific Plan. As changes are requested by these decision-making bodies, Consultant will prepare modified Specific Plan text that will be provided as attachments to the staff report for consideration. Consultant will prepare a draft staff report and appropriate attachments prior to each hearing. City staff will present the Specific Plan and Final Environmental Impact Report at Planning Commission and City Council public hearings. Based on City Council's direction at the adoption of the Specific Plan, Consultant will edit the Specific Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the Hawthorne Boulevard Specific Plan.

2.12 Deliverables:

Final Hawthorne Boulevard Specific Plan (5 hard copies, 10 CDs or Thumb Drives with Word and PDF files).

Task 3 Public Participation Program

Consultant has designed a public outreach program for this project that involves City Staff taking a leadership role in connecting with the Lawndale community and stakeholders. Working with Staff, Consultant will take the public feedback it receives and translate it into a General Plan that the community is not only proud of, but has ownership over.

Task 3.1 Public Participation Program

For the Lawndale General Plan Update process, Consultant will assist the City with planning and implementing the community engagement program. Consultant will develop the Public Participation Program to serve as a guide to the community and stakeholder engagement process. This plan will outline overall objectives for community and stakeholder engagement, lay out specific activities and timelines, address how to best synchronize the public dialogue with the steps in the planning process, and identify any need for language translation. It will also identify priority stakeholders that will be targeted outreach, a list which will be developed with input from the City and the consultant planning team. The plan will provide input on additional outreach that the City should consider, including surveys, online interactive input opportunities, social media, etc.

3.1 Deliverables:

Draft and Final Public Participation Plan (10 hard copies each).

Task 3.2 Project Identity

To provide a consistent look and feel for all materials and to ensure that the GPU process activities are instantly recognizable as such, Consultant's team will work with the City to develop a project identity. This includes a set of project logo, colors, fonts, and layout templates that can be used for slides, presentation boards, handouts and collateral materials, the project website, survey forms, workshop and open house signage, sign in sheets, and other uses where appropriate. During this task, the project team and the City will create a flexible design that can be applied to appropriate materials and products identified in the Community Engagement Plan.

3.2 Deliverables:

Project logo/branding design sheet.

Task 3.3 Project Website and Digital Engagement

Consultant staff will lead the development and maintenance of a dedicated project website. The website will serve as a central location for project updates and information, links to surveys, as well as an avenue to advertise upcoming workshops and open houses. The website will be interactive and easy to use, and will be updated regularly. The project team will also work with the City to develop content for posting on the City's social media platforms (Facebook, Twitter, Nextdoor, etc.). This could include workshop and survey announcements, simple visuals, or other customized content.

3.3 Deliverables:

Project website development and management.

Task 3.4 Online Survey Tool

Consultant will use an online survey tool to share information on the project and gather input on the General Plan from the community, such as SurveyMonkey, to gather meaningful feedback. Surveys will be conducted in both English and Spanish and will be based on the programs and activities defined in the Public Engagement Plan. Consultant's team will design two surveys, one during the visioning stage and the other during the alternatives stage.

3.4 Deliverables:

Surveys as-needed throughout the project.

Task 3.5 Vision Statement

The public engagement and visioning process described above will result in a comprehensive Vision Plan document which will serve as the foundation for the goals, policies, and actions identified in the General Plan. In the Vision Plan, the Consultant's team will summarize the public engagement program, input received, and outreach outcomes. It will also identify the community's goals and vision for the future as well as specific issue areas that must be carefully addressed in the General Plan and/or Environmental Impact Report. The Vision Plan will put greater emphasis on articulating the community's balance of quality of-life, economic development, and fiscal sustainability. During the initial stage of the process, the Consultant's team will define clear goals and objectives and guiding principles, to articulate the city's future development potential. The Plan will look into strategies related to renovation of existing facilities; land use, density, physical form and character, public spaces, mobility, relationship to natural features, and connectivity to the surrounding areas. The document will be stylized using the project identity established during the visioning phase, and will be a visually appealing document designed for ease of reading and understanding by the community. It will be in full color and will include pictures of activities conducted.

3.5 Deliverables:

Administrative Draft Vision Plan Document (5 copies), Final Vision Plan Document (15 copies).

Task 4 Environmental Review

Consultant will prepare a Program-level EIR. The EIR will address all potential environmental impacts associated with implementation of the General Plan Update. The Program-EIR will serve as a "tiering document" to facilitate streamlined environmental review of all subsequent development, planning, and infrastructure projects undertaken in the City which are consistent with the General Plan.

Task 4.1 Environmental Analysis

This task includes kicking off the EIR and preparing the NOP/Initial Study.

EIR Initiation

Consultant will meet with the City staff team to initiate the EIR portion of the work plan. The purpose of the meeting will be to identify concerns and issues that have arisen since the first start-up meeting, review information needs, and discuss scheduling and expectations for the environmental setting and environmental review process.

Project Description

This section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will provide a detailed description of the General Plan Update appropriate for the programmatic analysis of environmental impacts. This section will describe project components (e.g., land use map, policies/actions, circulation diagram, phasing of the project, and planned roadway and infrastructure improvements,), expected rate/extent of development under the project including any phasing, utility and public service expansion (e.g., water, wastewater, solid waste, fire, law enforcement), and clear identification of what would be defined as a "subsequent project" under the General Plan Update. The City's objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan, and will provide flexibility in regards to the evaluation of subsequent projects.

Significance Criteria

A draft set of significance criteria will be prepared for review by City staff. The significance criteria will include proposed criteria for each topical issue to be addressed in the EIR and will be based on Appendix G of the CEQA Guidelines as well as plans, regulations, and ordinances adopted by the City and, to the extent applicable, by state and regional agencies, such as CDFW, and Caltrans. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

Notice of Preparation/Initial Study/Scoping Meeting

Consultant will prepare the Notice of Preparation (NOP) and associated initial study in accordance with the requirements of CEQA to define the scope of the environmental analysis. An administrative draft of the NOP and initial study will be prepared for City review and, based on comments received, Consultant will prepare the final NOP and initial study for public distribution. Consultant will submit 15 copies to the State Clearinghouse on behalf of the City. Consultant will prepare presentation materials and facilitate the public scoping meeting. The scoping meeting will include an overview of the General Plan Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After the scoping meeting Consultant will provide a summary of environmental issues raised to City staff. In addition, Consultant (in coordination with the City) will seek one on one meetings with key local, regional, and state agencies.

4.1 Deliverables:

Administrative Draft Notice of Preparation/Initial Study (5 copies), Final Notice of Preparation/Initial Study (5 copies), facilitation of one scoping meeting and summary notes, coordination with local, regional and state agencies as necessary.

Task 4.2 Transportation Impact Study

To support the environmental document, Kittelson will prepare a transportation impact study for incorporation into the Transportation and Traffic section to separately analyze the potential impacts of the General Plan Update and the Hawthorne Boulevard Specific Plan Update. The study will be conducted consistent with the standard policies and regulations from the City, County of Los Angeles, Caltrans, and any other jurisdictions (as appropriate) and will apply the criteria and thresholds established through the updated Circulation Element. In particular, the study will assess potential impacts throughout the City for each mode of travel, including up to

20 intersections and up to 15 major road segments, VMT, transit service, commuter and freight trains operations, bicycle and pedestrian networks, goods movement, emergency vehicle access, and other topics. Similarly, future baseline conditions will be established to account for the major proposed infrastructure and approved development projects, which will be established based on the travel demand model future year scenario. For the preferred land use alternative, Kittelson will calculate the net-new travel demand associated with proposed land use changes and its effect on each mode of travel under future conditions. Based on these results, the potential for impacts associated with the General Plan Update and the Hawthorne Boulevard Specific Plan Update under future plus project conditions will be determined, and Kittelson will identify and evaluate potential mitigation measures to reduce impacts to less-than-significant levels. In addition, Kittelson will evaluate any physical changes to the roadway network that should be included as part of the Circulation Element Update and Specific Plan Update and ensure that their potential impacts to traffic conditions are identified and mitigated. Given that the SB 743 requirements are only mandated for CEQA-level documents, the City may propose to keep LOS standards in the Circulation Element for internal (i.e., non-CEQA) purposes. As such, Kittelson will work with City staff to determine the approach to addressing level of service conditions and to identify the appropriate methodologies and thresholds for the VMT analysis.

4.2 Deliverables:

Draft and Final Traffic Impact Report.

Task 4.3 Air Quality/Greenhouse Gas Analysis

Consultant will analyze greenhouse gases (GHG) as part of the project's Environmental Impact Report (EIR). Consultant will deliver a legally defensible General Plan EIR that correctly analyzes GHG as required by all applicable rules, regulations, and guidance from federal, regional, state, and local agencies which applies the following air emissions modeling tools: Urban Emissions Model (URBEMIS), Emissions Factor Models (EMFAC, MOBILE), Road Construction Emissions Model, Direct Traffic Impact Model (DTIM), American Meteorological Society/EPA Regulatory Model (AERMOD), Industrial Source Complex (ISC), Line Source Dispersion Models (Caline/Cal3QHC), and Hot Spots Analysis and Reporting Program (HARP). The GHG analysis prepared as part of the general plan update will be quantified and tied to the standards, thresholds, and methodologies established by AB 32 and SB 32. The general plan will include tangible policies and actions that clearly identify the roles and responsibilities of both the public and private sectors in reducing GHG emissions, and will meet all legal requirements for a qualified GHG reduction strategy.

4.3 Deliverables:

Draft and Final AQ/GHG Technical Memo.

Task 4.4 Draft EIR

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan. The Draft EIR will analyze the changes made to both the General Plan as well as the Specific Plan. Although it will be a combined Draft EIR, both impacts will be analyzed separately. Consultant will rely on the content developed for the Existing Conditions Report (ECR) when preparing the Draft EIR. In particular, the Existing

Setting and Regulatory Framework for each topic area will be discussed in the ECR and then integrated in the Draft EIR as appropriate in Chapter 3 (described below). This streamlined approach ensures consistency across documents, maintains an expeditious project schedule, and reduced costs associated with development of the EIR. The Draft EIR will consist of the chapters described below.

Executive Summary

This section will summarize the characteristics of the General Plan Update, describe areas of controversy, and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

Chapter 1: Introduction

This Section of the Draft EIR will provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resource Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects. A flowchart will be included that shows the process for subsequent environmental documents, identifying when it would be appropriate to prepare a Mitigated Negative Declaration versus a Focused or Project-level EIR.

Chapter 2: Project Description

This Section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will be based on the Project Description prepared under Task 4.1, described above.

Chapter 3: Environmental Setting, Impacts and Mitigation Measures

This chapter will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the project. This chapter will include an introductory section providing details on the "baseline conditions" assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the project (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and soil contamination hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This section will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, annexation requests, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This section will describe the basis of and approach to the impact analysis in the Draft EIR. The EIR will evaluate each of the following environmental issues in detail:

Aesthetics and Visual Resources	Land Use and Planning
Agricultural and Forest Resources	Mineral and Energy Resources
Air Quality	Noise
Biological Resources	Population, Housing, and Employment
Cultural and Tribal Resources	Public Services
Geology, Soils, and Seismicity	Recreation, Parks, and Open Space
Greenhouse Gas Emissions	Transportation and Circulation
Hazards and Hazardous Materials	Utilities and Service Systems
Hydrology and Water Quality	Wildfires

For each issue area, Consultant will discuss in detail the existing setting (based on the information provided in the Existing Conditions Report prepared in Task 1), Regulatory Framework, and Impacts and Mitigation Measures. Consultant will work closely with City staff on crafting mitigation measure language and timing that are appropriate for inclusion in the General Plan Update and suitable for use in the typical development review process.

This section includes preparation of supporting studies required to prepare the Draft EIR, beyond those already identified as discreet tasks within this scope of work. MD Acoustics will prepare a noise study to support the noise section of the DEIR. As part of this effort, MD Acoustics will:

- Review relevant project and site background information,
- Visit the project site and perform up to three (3) 24-hour noise measurements (long-term) and ten (10) 10-minute noise measurements (short-term) throughout the Plan area and document baseline conditions,
- Address and calculate noise impacts from construction, traffic, operational, airport, and railroad noise, and
- Provide a written report to document the existing noise environment, predict future noise environment, and identify potential project noise impacts in light of relevant municipal code(s) and CEQA.

Chapter 4: Cumulative Impacts

Consultant will assess the impacts of General Plan implementation in combination with other known, approved or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known projects in the region as well as development forecasts contained in the City, as well as consideration of General Plan updates in the region. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR. The cumulative analysis will address each topic covered in the environmental analysis (e.g., water supply, traffic, biological resources, etc.) and will identify appropriate mitigation measures for any significant impacts identified. The potential for the project to induce growth, either through designation of land for growth, extension of services and infrastructure, or other project characteristics that may encourage and facilitate growth in the area, will be evaluated.

Chapter 5: Other CEQA Requirements

The chapter will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an evaluation of the project related to each of the mandatory findings of significance identified at Section 15065 of the CEQA Guidelines.

Chapter 6: Alternatives Analysis

Consultant will coordinate with City staff in the development of up to three alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts. This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed project based on the significant environmental effects identified in the Draft EIR. Based on this analysis, the environmentally superior alternative will be identified as required by CEQA.

Chapter 7: Report Preparers and References

This chapter will identify all persons assisting in the preparation of the EIR and referenced agencies/materials.

4.4 Deliverables:

Administrative Draft EIR (5 hard copies, 5 CDs), Screencheck Draft EIR (5 copies, 5 CDs), Draft EIR (5 copies, 30 CDs), Notice of Availability.

Task 4.5 Final Environmental Impact Report and MMRP

At the conclusion of the Draft EIR public review period, Consultant will respond to all written comments received by the City, as well as oral comments received during public hearings. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document, which will be separately bound, will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text). With respect to the Final EIR and Response to Comments, Consultant anticipates 40 comment letters of normal detail (two to three pages in length). Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work. This scope also assumes one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release. The Final EIR will include a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. Consultant will draft the MMRP using the information contained within the environmental analysis, including the specific mitigation measures, and how the mitigation measures will be incorporated into the General Plan Update.

CEQA Findings of Fact/Statement of Overriding Considerations

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative

and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

4.5 Deliverables:

Response to Comments (Screencheck and Draft, 5 copies, PDF) and preparation of the Mitigation and Monitoring Program (Screencheck and Draft, 5 copies, PDF), Findings of Fact and Statement of Overriding Considerations (Screencheck and Draft, 5 copies, PDF), Findings of Fact and Statement of Overriding Considerations (Screencheck and Draft, 5 copies, PDF), all necessary CEQA Documents (Two Screenchecks and one Draft, 5 copies, PDF), Technical Appendices (Screencheck and Draft, 5 copies, PDF), All RTC (5 copies, PDF), Admin Final EIR (5 copies, PDF), and Final EIR (10 copies, 10 CDs, PDF).

Task 5 Focused Zoning Code Update

As part of the General Plan update process, Consultant will complete a “focused” Zoning Code update to create consistency with the new General Plan. Typical updates required include to development standards/allowable uses required to implement the General Plan’s land use designations, updates to the City’s open space standards, or noise requirements. The Focused Zoning Code update will focus on making the Code more user-friendly, through increased use of graphics and tables to convey information, as well as addressing changes to the existing Code identified by staff, changes in applicable State law since the last Code was prepared, and identification of changes required to ensure the Code is consistent with the General Plan update. Terms and definitions will be contemporary and reflect current planning practices. The resulting product will be a Zoning Code that is well organized and provides clear and understandable guidance to City residents, staff, and elected officials.

Task 5.1 Internal Review and Staff Coordination

Consultant will prepare a matrix of General Plan Policies and Actions that may require changes or revisions to Title 17, Zoning, of the Lawndale Municipal Code. The matrix will identify the applicable titles, sections, and chapters of the Municipal Code that may need to be revised to bring the Municipal Code into full consistency with the General Plan. Following completion of the consistency matrix, Consultant will meet with City departments heads, or their assigned representatives, to discuss the matrix, identify any items that require immediate attention, and possible text revisions needed to bring the Municipal Code into consistency with the General Plan.

5.1 Deliverables:

Zoning Ordinance Update matrix and summary memorandum (5 copies, PDF).

Task 5.2 Zoning Map Revisions

Consultant will prepare a focused update to the Citywide Zoning Map. The update will be completed at a parcel specific level for all parcels located within the City limits. The Zoning Map will be updated to reflect changes to the Citywide General Plan Land Use Map and to ensure consistency between the Land Use and Zoning Maps. In many instances, there will be

multiple zoning districts that are consistent and compatible with land use designations shown on the General Plan Land Use Map.

5.2 Deliverables:

Parcel-level zoning map and GIS data.

Task 5.3 Administrative Draft Zoning Code

Consultant will prepare a focused update to the City's Zoning Code in administrative draft format to be used for internal staff review. The focused update to the Zoning Code will be based on input from City staff; updates required by the California Government Code, California Building Code, State and Federal Laws, and local codes; policies and action items contained in the General Plan Update; input from the City Council and Planning Commission; and direction received from the public and stakeholder input. Consultant will also meet and consult with City departments.

Draft, Format and Outline

Based on input received from staff and the public, Consultant will prepare a draft annotated outline of the key areas of the Zoning Code impacted by the updated General Plan. After staff review, Consultant will discuss any desired changes and direction for the preparation of the Zoning Code chapters.

Administrative Draft Zoning Code Preparation

The focused Zoning Code Update is expected to include updates to the Zoning Map and modifications and/or additions to the zoning districts/development standards to create consistency with the General Plan, including any modifications as a result of the Housing Element Update. Under this task, the focused Zoning Code Update will be prepared in the same style and format as currently adopted.

5.3 Deliverables:

Draft Format and Outline the Administrative Zoning Ordinance (5 hard copies and PDF files).

Task 5.4 Zoning Code Finalization

Following completion of Task 5.3, Consultant will prepare a Screencheck draft Zoning Code that addresses the comments received from City staff and any input from the public. Following City staff approval of the Screencheck draft, Consultant will prepare a draft Zoning Code for public review. At the conclusion of the public review period for the draft Zoning Code, Consultant will meet with staff and the City Council to discuss and review any public comments received on the document. Potential changes and edits will be discussed, and a final Zoning Code will be prepared for adoption. Consultant will present the final Zoning Code to the Planning Commission and City Council for consideration.

5.4 Deliverables:

Final Zoning Ordinance (5 hard copies, PDF files, 5 large-format wall copies of final Zoning Map).

Task 6 City Meeting Schedule and Communication

Consultant will serve as the Prime Consultant and manage all regular communication with the City's Planning Department and overall project management and adherence to the project schedule.

Task 6.1 Public Hearings

At the conclusion of the project, the Updated General Plan and EIR will need to be presented to the Planning Commission and Council for review and approval after a public hearing. Up to two public hearings (one with Planning Commission and one with Council) are included in this Scope.

6.1 Deliverables:

Facilitation of two public hearings (attendance by Kittelson and EPS at one public hearing).

Task 6.2 Meetings with City Staff

Consultant will facilitate monthly in-person or conference call meetings with City staff to ensure that the project is on time, on budget, and that any issues are quickly resolved. These meetings are in addition to the community open houses, interviews, and other outreach programs identified in Task 3.

6.2 Deliverables:

Monthly in-person or conference call meetings with City staff.

Task 6.3 Project Administration

Consultant will provide two dedicated project managers who will be hands-on throughout the project whose services will include: regular check-ins with subconsultant teams, internal weekly conference calls with the management team from Consultant and each subconsultant (as relevant to the timing of the task of each subconsultant), weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City, and establishment of a secure online file sharing site to assure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

6.3 Deliverables:

Ongoing project administration lead by the Project Manager and Co-Project Manager.

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 4.3, "Prohibition Against Subcontracting or Assignment" is hereby amended to authorize the Consultant's use of Kittleson, MD Acoustics, Duke CRM, EPS and West Yost as approved subcontractors provided that Consultant provides all of the types and amounts of insurance required on behalf of each subconsultant or said insurance coverage is provided by each subconsultant.

Section 5.2 is replaced to read as follows:

"Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent acts, errors, omissions of the Consultant, or anyone directly or indirectly employed by the Consultant, while in any way engaged 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. Notwithstanding the foregoing, for any claim alleging the negligent performance of work by Consultant, the Consultant has no immediate obligation to provide the defense of the City, or any other indemnified party. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the Consultant."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide the services described in "Exhibit A", at the rates set forth below, for the not to exceed the Contract Sum of \$808,920.00. Rates may not be increased without an amendment to this Agreement. The City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. Travel time is not billable.

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.

Consultant:

Staff Level	Hourly Rate
Principal	\$150
Principal Planner	\$135
Senior Designer/Planner	\$115
Associate Planner	\$105
Assistant Planner	\$95
Biologist	\$140
GIS/Graphics	\$85

Kittleson & Associates

Principal / Senior Principal	\$225 - \$315
<i>Tim Erney</i>	\$305
<i>Damian Stefanakis</i>	\$240
Associate Engineer/Planner	\$190 - \$220
Senior Engineer/Planner	\$160 - \$185
Engineer/Planner	\$140 - \$160
<i>Michael Sahmi</i>	\$150
<i>Miao Gao</i>	\$150
Transportation Analyst	\$125 - \$135
Principal Data Scientist/Developer	\$225 - \$315
Senior Data Scientist/Developer	\$180 - \$220
Data Scientist/Developer	\$150 - \$185
Senior Data Analyst/Software Developer	\$110 - \$145
Data Analyst/Software Technician	\$80 - \$105
Associate Technician	\$160 - \$190
Senior Technician	\$140 - \$155
Technician II	\$125 - \$135
Technician I	\$105 - \$120
Office Support	\$60 - \$90
Service & Other Direct Costs	Billing Rate

EPS

Managing Principal	\$275-\$315
Senior Principal	\$315
Principal	\$255
Executive/Senior Vice President	\$235
Vice President	\$215
Senior Technical Associate	\$215
Senior Associate	\$195
Associate	\$160
Research Analyst II	\$135
Research Analyst I	\$90
Production and Administrative Staff	\$90



HOURLY BILLING RATES

Staff Level	Hourly Billing Rate
President/Principal Archaeologist	\$ 170
Administrator	\$ 130
Principal Investigator	\$ 120
Senior Historian/Architectural Historian	\$ 125
Archaeologist	\$ 110
Paleontologist	\$ 110
Field/Laboratory Director	\$ 110
GIS Specialist	\$ 95
Field/Laboratory Crew Chief	\$ 90
Field/Laboratory Crew	\$ 70
Research Assistant	\$ 70
Administrative Assistant	\$ 65

Billing Rates for MD Acoustics

Compensation for Services

The Consultants Billing rates for services are as follows:

<u>Position</u>	<u>Hourly Rate</u>
Principal Consultant	\$ 170.00
Sr. Acoustical Consultant	\$ 135.00
Sr. Vibration Consultant	\$ 135.00
Consultant	\$ 115.00
Mechanical Packaging Engineer	\$ 135.00
COMSOL Expert & Modeling	\$ 300.00
Engineering Technician I	\$ 85.00
Engineering Aide	\$ 55.00
Administrative Assistant	\$ 55.00
Administrative Aide	\$ 45.00
Clerical Aide	\$ 40.00
Principal Controls & Vibration Engineer	\$ 190.00
Senior Scientist Noise & Vibration	\$ 175.00
Senior Design Engineer	\$ 120.00
Expert Witness	\$ 495.00
Automobile Mileage	\$ 0.545/mile

General

- (1) Per Diem charges are based on current government rates based on area.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted bi-monthly. Statements are payable Net 30 upon receipt by client of statement. Any statement unpaid after ninety (90) days shall be subject to interest at the maximum permitted by law.

Rev. January 1, 2018

West Yost Associates

POSITIONS	LABOR CHARGES (DOLLARS PER HR.)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$161 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97
Field Services	\$192

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.

Attachment "B"

First Amendment to the Service Agreement with De Novo Planning Group

**FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR GENERAL PLAN AND HAWTHORNE BOULEVARD SPECIFIC PLAN UPDATE**

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 6th day of December, 2021, by and between the CITY OF LAWDALE, a municipal corporation (herein "City") and De Novo Planning Group, a California corporation (herein "Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for General Plan and Hawthorne Boulevard Specific Plan Update" (the "Agreement") on or about March 17, 2020 and

WHEREAS, it is the desire of the City and the Consultant to amend the Agreement, as set forth in this First Amendment to extend the term until December 31, 2022.

AMENDMENT

NOW, THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. Section 3.4 of the Agreement (Term) is amended as follows is amended to extend the end date of the contract from December 31, 2021 to December 31, 2022.
 - SECTION 3.4 as amended:
"Term. Unless earlier terminated in according with Section 7.4 below, this Agreement shall be extended starting on January 1, 2022 and continue in full force and effect until completion of the services no later than December 31, 2022."

MISCELLANEOUS PROVISIONS

2. Other Terms Unchanged. Subject to the foregoing amendments, the remainder of the terms in the Agreement will remain the same and are hereby ratified.
3. Authority to Execute. Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this First Amendment and to bind the parties to the performance of its obligations.
4. Counterparts, Facsimile or other Electronic Signatures. This First Amendment may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. The First Amendment will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

Severability. If any term, condition or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this

First Amendment will not be affected and the First Amendment will be read and construed without the invalid, void or unenforceable provision.

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

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

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

Gregory M. Murphy, City Attorney

CONSULTANT:
De Novo Planning Group
A California corporation

By: _____
Benjamin Ritchie
Principal

By: _____
Steve McMurty
Principal

Address: 180 E. Main Street, Suite 108
Tustin, CA 92790



CITY OF LAWDALE

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

DATE: December 6, 2021

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager *RF*

SUBJECT: **Approval of Contract Services Agreement for Staff Augmentation Services with Transtech Engineers, Inc.**

BACKGROUND

With the vacancies of two key positions in the Community Development Department, staffing augmentation services are needed to ensure the continuity of projects and work load pending the completion of the recruitment process.

STAFF REVIEW

Due to the departures of the Associate Planner and Director of Community Development in October and November 2021, the Community Development Department is currently short staffed and in need of assistance to complete current and pending projects. As a result, it is imperative that the City seek temporary professional staff augmentation services to assist with planning, development and other pending department projects.

City staff contacted five consulting firms to request proposals for temporary staffing services. Due to the industry staffing shortage, four of the five firms indicated that they were unable to assist. Staff received a proposal from Transtech Engineers, Inc. and selected a candidate to provide professional planning and development services. Transtech is a multi-disciplinary engineering consulting firm that provides engineers, building officials, project managers, designers, plan checkers, inspectors, planners, and support personnel to public sector clients for over 32 years. It is anticipated that the consultant's knowledge and experience will be essential to the continuous operations for the Community Development Department during this transition period. The hourly rate of the consultant will be at \$75/hour, part-time as needed. Any changes in hours or duration can be adjusted to reflect the needs of the City and will be discussed and approved in writing by the City prior to implementation.

LEGAL REVIEW

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

FISCAL IMPACT

There will be no impact to General Fund, therefore, no appropriations will be needed. Salary savings related to the vacancy of the Associate Planner position will cover the anticipated contract costs not to exceed \$45,000 in the current fiscal year.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute the Contract Services Agreement with Transtech Engineers, Inc. for staff augmentation services in an amount not to exceed \$45,000 in a form approved by the City Attorney.

- Attachment (s):
1. Contract Service Agreement by and between City of Lawndale and Transtech Engineers, Inc.
 2. Transtech Engineers, Inc. Proposal
 3. Staff Planner Resume

CITY OF LAWNSDALE
CONTRACT SERVICES AGREEMENT FOR
STAFF AUGMENTATION SERVICES – TRANSTECH

This Contract Services Agreement ("Agreement") is made and entered into this 6th day of December, 2021, by and between the City of Lawnsdale, a municipal corporation ("City"), and Transtech Engineers, Inc., a California corporation ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant represents that all work or services set forth in the Scope of Services will be performed in a manner consistent with the skill and care ordinarily exercised by members of the same profession currently practicing under similar conditions in the same or similar locale. 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.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction in effect at the time Consultant's services are rendered under this Agreement.

1.3 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.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of forty-five thousand dollars (\$45,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid on a monthly basis.

2.3 Invoicing. Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit C. Except as to any charges

for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Melissa Demirci 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 make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

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

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or its employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. Contractor shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. In the event that Contractor or any employee of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff used to provide services under this Agreement are employees of the City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant 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

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not be limited to its vicarious liability, subject to applicable policy terms and conditions. Defense costs must be paid in addition to limits. Limits must be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

(c) Automotive Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. However, this requirement will not apply if Consultant has no employees and Instructor provides the letter signed under penalty of perjury as described in Section 1.2.

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

All of the above policies of insurance, except professional liability insurance and Workers' Compensation, must be primary insurance. The general liability policy must name the City's officers, employees and agents ("City Parties") as additional insureds and must waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of the required policies of insurance must provide that they may be not cancelled without providing 10 days prior written notice U.S. First-Class mail to the City. In the event any of the policies are cancelled or amended, Consultant must, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement may commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. Consultant agrees that the provisions of this Section 4.1 must not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible. If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The insurance required by this Agreement 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 4.1.

Consultant must furnish proof of insurance required under this section before commencement of any work.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, as set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Consultant agrees to indemnify and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, reimbursement of reasonable costs and expenses, including reasonable attorneys' fees and costs to the extent same are caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees or subcontractors (or any entity or individual for which Consultant bears legal liability) in the performance of professional services under this Agreement. With respect to any claims under this subparagraph (a), Consultant's obligation to defend shall not be upfront, but rather shall be an obligation to reimburse City's and City's Parties' reasonably incurred defense fees and costs to the extent they are caused by Consultant's negligence, recklessness or willful misconduct, or as Consultant and City otherwise agree in settlement. In no event shall the cost to defend charged to Consultant exceed the Consultant's proportionate percentage of fault.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable 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 negligent performance of this Agreement or intentional misconduct by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall begin on December 6, 2021 and continue in full force and effect until June 30, 2022.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Consultant must immediately cease all work or services under this Agreement except as may be approved by the Contract Officer in writing. In the event of termination, Consultant will be compensated for all services rendered prior to the effectiveness of the notice of termination and for any additional services authorized by the Contract Officer and City will be entitled to reimbursement for any compensation paid in excess of the services rendered. Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination.

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Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, at City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Consultant, to the Consultant's representative at the address designated on the execution page of this Agreement. Notice will be deemed effective three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Any party may change its notice information by giving notice to the other party in compliance with this section.

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

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

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

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

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or make a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, as part of total relief which may be granted, will be entitled to reasonable attorneys' fees as awarded by a court or arbiter or as agreed upon in settlement by the parties.

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

6.11 Project Documents. All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

6.12 Confidentiality of Project Documents. All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, except as may be required by law. Consultant, its officers, employees, or agents, may not, without prior written authorization from the Contract Officer or unless

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requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct. Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

6.13 Audit and Review. Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement. Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement. Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

6.14 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement (and any amendment) may be considered executed when the signature page of a party is delivered by electronic transmission and such electronic signatures will have the same effect as an original signature.

6.15 Venue. In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles

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[SIGNATURES NEXT PAGE]

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Raylette Felton, Acting City Manager

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

Gregory M. Murphy, City Attorney

CONSULTANT:
Transtech Engineers, Inc.
13367 Benson Avenue
Chino, CA 91710

By: _____
Name: Ali Cayir
Title: President

By: _____
Name: Sybil Cayir
Title: Secretary

Address: 13367 Benson Avenue
Chino, CA, 91710

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide temporary staff augmentation services for the City's Community Development Department. Services shall be provided as needed by the City, in person, during normal business hours.

The professional services to be provided in the area of planning and development, include, but not limited to: processing applications for developments, zoning changes, subdivisions and site reviews; assisting at the counter solving planning related problems; providing information concerning development standards, zoning and current projects; conducting field inspections; and may attend planning commission meetings; and other planning and development services as needed.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None.

{01934390;1}

Transtech Engineers, Inc.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide professional planning and development services as needed basis, expected to start at 20 hours per week. Consultant shall bill the City at the rate of \$75 per hour for all services related to this Agreement and as identified in the Exhibit A - Scope of Services.

The City will pay Consultant 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. Commute time to and from the City is not billable.

Submitted To:

CITY OF LAWDALE



PROPOSAL

Staff Augmentation Services to the
Community Development
Department
City of Lawndale



Submitted By:

TRANSTECH ENGINEERS, INC.

Contact Person for this Proposal:
Melissa Demirci, Contract Principal
E: melissa.demirci@transtech.org
C: 714-598-8896

Transtech.org
855.595.2495 (toll-free)
ISO 9001 Certified



Transtech Proposal for Staff Augmentation Services to the Community Development Department in the City of Lawndale



November 23, 2021



City of Lawndale
 Attn: Raylette Felton, rfelton@lawndalecity.org
 Administrative Services Department

Subject: Transtech Proposal for Staff Augmentation Services to the Community Development Department in the City of Lawndale

Dear Ms. Felton,

Transtech is pleased to submit this Proposal for the subject services. This Cover Letter serves as our Executive Proposal for our services to the City of Lawndale. We appreciate the opportunity.

Company Profile: Established in 1989, Transtech is a multi-disciplinary engineering consulting firm. Transtech is currently providing municipal services to approximately 60 agencies, and has extensive experience providing services to public sector clients and working in a mixed public agency staff/consultant environment for over 32 years. Our staff and resources include, civil engineers, city engineers, traffic engineers, building officials, project managers, designers, plan checkers, inspectors, construction managers, traffic and transportation analysts, technicians, planners, and support personnel. Our key staff members have served as Public Works Directors, City Engineers, Traffic Engineers, Inspectors, Plan Checkers, and Planners. We consider our staff as an extension of City staff, and work in the same structure and hierarchy as other City staff, and coordinate and interact with various City staff members and departments accordingly.

Service Capabilities:

- City Engineer, City Traffic Engineer, Development Review, Public Works Engineering, Plan Check, Inspection
- Civil Engineering
- Staff Augmentation
- CIP Program Management
- Construction Management and Inspection
- Federally Funded Project Management
- Grant Writing
- CDBG Project Management
- Building & Safety Services, Building Inspection, Plan Check, Building Evaluations, City Building Official, Code Enforcement
- Labor Compliance
- Planning Support
- Traffic and Transportation Planning and Engineering
- Water Resources Engineering
- Surveying, Mapping, ALTA, ROW Engineering
- Emergency, Support Services

Unique Qualifications: One of the unique qualifications of Transtech is that we serve a number of public agencies as municipal contract service providers. We serve as Contract City Engineer, City Traffic Engineer, CIP Manager, PW Director, Building Official, Building Inspector, Plans Examiner/Plan Checker, Permit Technician, Planners, Public Works Inspector, Construction Manager, Construction Inspector, Designer, Federally Funded Project Manager and in other capacities for a number of public agencies.



Quality, Cost Effective, Customer Friendly, Responsive Services: Transtech is well known in providing cost effective services, on time and within budget project delivery, with customer friendly and responsive approach.

- ✓ Our services are founded on the principals of **Total Quality Management** for **Total Customer Care and Satisfaction**.
- ✓ We are committed to providing highest quality **Customer Care** to the City, City's patrons, **responding quickly and effectively** to service requests.
- ✓ **Responsiveness** is an integral part of Transtech's "**customer friendly**" **service approach**. While our service is always on an "as needed" basis, our responsiveness is on "full-time" basis.

Why Transtech: We have extensive experience working with Public Agencies in similar assignments. We are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

- ✓ Successfully providing **similar services to many agencies** for over 30 years.
- ✓ Proven track record in **on time** and **within budget** project delivery.
- ✓ **Multi-disciplinary** municipal consulting service capabilities to provide an array of municipal services.
- ✓ Ability to **work collaboratively** with agencies, project applicants, and other stake holders, and **communicate effectively** with diverse audiences and stakeholders at public forums.
- ✓ Committed to producing a **high-quality work product and deliver a high level of customer care**.
- ✓ We understand the importance of an **effective public relations and information program**, and have managed large projects, which involved multiple agencies and jurisdictions.

Scope of Services: The City of Lawndale is seeking staff augmentation services for as needed support services to the Community Development Department. Transtech will provide these staff augmentations services to the City for in person assignment for planning related tasks as assigned by the City.

Fee and Schedule: The proposed hourly rate of the proposed staff member will be at **\$75/hour**. The assignment is expected to start two days a week. The start date and assignment will be as needed, and hours can be adjusted to reflect the needs of the City.

Thank you for the opportunity to submit this proposal. If you have any questions or need additional information, please contact the undersigned.

Sincerely,

Melissa Demirci

Melissa Demirci, Contract Principal

E: melissa.demirci@transtech.org

C: 714-598-8896



ALEJANDRA ROCHA, Staff Planner



Ms. Rocha is a Staff Planner. She has a Bachelor of Arts in Environmental Studies from the University of Southern California. Ms. Rocha also received her Geographical Information Systems (GIS) Certification in 2017.

Following paragraphs describe her professional experience and skills:

Staff Planner, April 2020-Current, City of Commerce (one of the planning staff assigned by Transtech to City under on-call services contract)

- Conduct, compile or perform analysis of data, planning and environmental issues for planning projects.
- Receive and assist in processing of various applications, such as zoning changes, conditional uses, variances, plot plan approvals, and subdivision approvals and reviews for complex elements of consistency with adopted policy plans, compliance with local, regional and state laws and requirements, and assesses the extent of environmental impact.
- Prepared reports.
- Assisted departmental counter operations and interacted with residents, developers, and consultants (including Spanish-speaking residents).
- Assisted with departmental counter operations and interacted with residents, developers, and consultants.
- Prepared resolutions and letters of notification for granted Conditional Use Permits and Variances.
- Assisted with planning applications.
-

EDUCATION

- B.A. Environmental Studies,; University of Southern California; 2014
- Geographical Information Systems (GIS) Certification; 2017

HIGHLIGHTS/ADDITIONAL SKILLS

- Fluent in verbal and written Spanish
- Proficient in ArcGIS and QGIS
- Proficient in Sketchup 3D modeling software
- Experience with plotter and microfiche

Project Planner, Blodgett Baylosis Environmental Planning, February 2016-March 2020

- Read and interpreted municipal codes, community plans, site plans, etc.
- Analyzed Phase I, Phase II, Geotechnical Reports, WQMP, and Traffic Impact Analysis documents and integrated into CEQA documents.
- Wrote complete CEQA documents for residential, commercial, mixed-use and industrial development projects and for other projects such as specific plans, downtown revitalization plans and bike trails for various cities in LA County and Orange County.
- Assisted in the preparation of specific plans, general plans and separate elements.
- Worked directly with developers, architects, construction companies, transportation engineers, developers, and city planning staff of various cities
- Conducted field surveys at project site locations.
- Created various maps, including location maps and analysis maps for various CEQA documents.
- Presented projects at Community Meetings in various cities.
- Represented the company at City Planning Commission and City Council meetings at various cities and answered questions from Commission and Council members and from the public.
- Conducted weekly progress meetings with the planning department staff of various cities.
- Facilitated environmental analysis by creating an ArcGIS document with various layers identifying potential environmental impacts identified by CEQA.

Planning Intern, October 2015-April 2016, City of Commerce

- Assisted with departmental counter operations and interacted with residents, developers, and consultants.
- Conducted research for and drafted a City ordinance to permit for drought-tolerant landscaping.
- Prepared resolutions and letters of notification for granted Conditional Use Permits and Variances.
- Assisted City residents over the counter (including Spanish-speaking residents) with home improvement grant applications, such as the Community Development Block Grant (CDBG)
- Prepared comment letter in response to the SCAG 2016 Regional Transportation Plan/Sustainable Communities Strategy Draft Project EIR on behalf of the City.
- Initiated efforts to implement the City's newly adopted Green Zones Working Group Action Plan.
- Created aerial maps and defined parcel radii buffers on ArcGIS.
- Interpreted plans and microfiche archives for purposes of resolving ambiguities in square footage.

Vice-Chair, USC CalPIRG, 2009-2011

- Led the public transit campaign to advocate LA area transit projects and assisted in coordinating a press conference for Metro's 30/10 Initiative.
- Recruited and educated volunteers on environmental policy issues such as public transportation, greenhouse gas emissions, and ocean pollution.
- Educated and persuaded pedestrians on campus walkways to pledge to make monthly donations.
- Discussed and prioritized public policy campaigns in various local and statewide board member conferences

Intern, District Office of State Senator Gloria Romero, 2010

- Conducted issue-specific online research on a daily basis for the State Senator.
- Assisted with community meeting preparations and outreach efforts.
- Reviewed community emails to survey constituent concerns about State measures.

RESOLUTION NO. CC-2112-049

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$393,058.18**

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

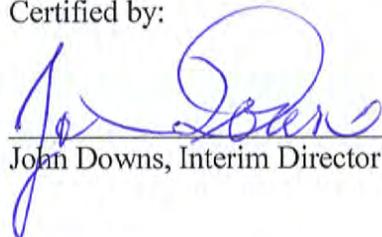
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Interim Director of Finance, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

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

SECTION 3. That the claims and demands paid by check numbers 201998 through 202084 for the aggregate total of \$393,058.18 are hereby authorized.

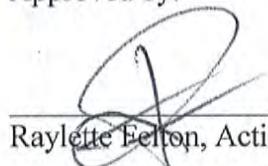
Effective Date: December 6th, 2021

Certified by:



John Downs, Interim Director of Finance

Approved by:



Raylette Felton, Acting City Manager

PASSED, APPROVED AND ADOPTED this 6th day of December, 2021.

Robert Pullen-Miles, Mayor

ATTEST:

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

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-2112-049 at a regular meeting of said Council held on the 6th day of December, 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	Check Number		Aggregate Total
	Beginning	Ending	
11/10/2021	201998	202026	215,776.11
11/18/2021	202027	202050	100,588.48
11/24/2021	202051	202084	76,693.59
Total Checks			393,058.18

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			393,058.18

Check Register Report

Date: 11/10/2021
 Time: 11:58 am
 Page: 1

11/10/2021

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
201998	11/10/2021	Printed		7566	AMERICAN SMOG CHECK CENTER	SMOG CHECK - PWD #503	60.00
201999	11/10/2021	Printed		7470	ARAMARK REFRESHMENT SVCS LLC	COFFEE/TEA SERVICES- OCT. 2021	134.16
202000	11/10/2021	Printed		4480	CABUTO TEST ONLY STATION	SMOG CHECK - PWD VEH#500	50.00
202001	11/10/2021	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	3,415.00
202002	11/10/2021	Printed		7818	CHILL ENTERTAINMENT	TEMPORARY POP-UP SKATING RINK	2,499.50
202003	11/10/2021	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES	28,271.83
202004	11/10/2021	Printed		7767	ERICK ESCAMILLA	PLANNING COMMISSION STIPEND	50.00
202005	11/10/2021	Printed		7842	ALICIA GREENE-HOLENSTEIN	RES. PROPERTY REPORT REFUND	240.00
202006	11/10/2021	Printed		4702	ICMA	MEMBERSHIP RENEWAL FEE	1,400.00
202007	11/10/2021	Printed		7841	JCC'S BEAUTIFYING EVENTS, LLC	BALLOONS FOR HALLOWEEN HAUNT	899.99
202008	11/10/2021	Printed		7362	LA UNIFORMS & TAILORING	UNIFORMS	733.77
202009	11/10/2021	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	100.00
202010	11/10/2021	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	515.16
202011	11/10/2021	Printed		6815	OOH LA-LA FACE PAINTING	FACE PAINTER & BALLOON ARTIST	994.00
202012	11/10/2021	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	100.00
202013	11/10/2021	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,667.51
202014	11/10/2021	Void	11/10/2021	6896	SEQUEL CONTRACTORS INC	SB1 FY 20/21 ST IMPROVEMENT	0.00
202015	11/10/2021	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
202016	11/10/2021	Printed		6910	SMARTSHEET INC	ANNUAL SUBSCRIPTION	745.00
202017	11/10/2021	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	100.00
202018	11/10/2021	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	1,498.49
202019	11/10/2021	Printed		7628	TREE CASE MANAGEMENT	SITE INSPECTION/REPORT	650.00
202020	11/10/2021	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	562.54
202021	11/10/2021	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	2,477.65
202022	11/10/2021	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	2,582.26
202023	11/10/2021	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	165.06
202024	11/10/2021	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	2,455.77
202025	11/10/2021	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	372.62
202026	11/10/2021	Printed		6896	SEQUEL CONTRACTORS INC	SB1 FY 20/21 ST IMPROVEMENT	162,985.80

Total Checks: 29 Checks Total (excluding void checks): 215,776.11

Total Payments: 29 Bank Total (excluding void checks): 215,776.11

Total Payments: 29 Grand Total (excluding void checks): 215,776.11

Check Register Report

Date: 11/18/2021
 Time: 9:59 am
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
202027	11/18/2021	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES - SEPT 2021	6,279.58
202028	11/18/2021	Printed		2277	APWA MEMBERSHIP	APWA MEMBERSHIP RENEWAL	1,125.00
202029	11/18/2021	Printed		1056	AT&T GLOBAL SERVICES, INC.	TELEPHONE SYSTEM MAINTENANCE	865.67
202030	11/18/2021	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - SEPT. 2021	34,806.12
202031	11/18/2021	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL TRANSFORMER FOR	269.80
202032	11/18/2021	Printed		7728	DEKRA-LITE	HOLIDAY LED LIGHTS	1,452.59
202033	11/18/2021	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(3)-OCT-21	96.00
202034	11/18/2021	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEE-LITTLE DRAGONS	771.00
202035	11/18/2021	Printed		0236	EMPLOYMENT DEVELOPMENT DEPT	SUI REIMB PE 9/30/2021	5,102.88
202036	11/18/2021	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	12,549.67
202037	11/18/2021	Printed		6231	GREENLAND SUPPLY INC.	IRRIGATION PARTS	123.20
202038	11/18/2021	Printed		7362	LA UNIFORMS & TAILORING	UNIFORMS	796.63
202039	11/18/2021	Printed		1140	PACIFIC TIRE SERVICE	TIRE REPAIR - JEEP WRANGLER	15.00
202040	11/18/2021	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE USAGE -	2,000.00
202041	11/18/2021	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIER-	860.04
202042	11/18/2021	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	22,027.28
202043	11/18/2021	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS	674.84
202044	11/18/2021	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE- OCT.2021	646.77
202045	11/18/2021	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	6,265.00
202046	11/18/2021	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	523.45
202047	11/18/2021	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	76.00
202048	11/18/2021	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	116.02
202049	11/18/2021	Printed		3373	VERIZON WIRELESS	CELL PHONE SERVICES	645.94
202050	11/18/2021	Printed		4912	WELLS FARGO BANK	TRUSTEE FEES 2009 TABS	2,500.00

Total Checks: 24 Checks Total (excluding void checks): 100,588.48

Total Payments: 24 Bank Total (excluding void checks): 100,588.48

Total Payments: 24 Grand Total (excluding void checks): 100,588.48

Check Register Report

Date: 11/24/2021
 Time: 9:02 am
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
202051	11/24/2021	Printed		6369	AM-TEC SECURITY	ALARM SERVICES Q3 2021	925.52
202052	11/24/2021	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL SERVICES	125.00
202053	11/24/2021	Printed		7843	AMERICAN SUPREME ROOFING	BUILDING PERMIT REFUND	454.04
202054	11/24/2021	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	2,630.07
202055	11/24/2021	Printed		2207	ASAP SIGN & BANNER	LABOR COST FOR REPLACING OF	60.00
202056	11/24/2021	Printed		0372C	AT & T - CALNET3	PHONE CHARGES	558.16
202057	11/24/2021	Printed		7194	BAVCO BACKFLOW & APPARATUS	BACKFLOW INSPECTION	522.59
202058	11/24/2021	Printed		0142	BOULEVARD FLORIST	VETERANS DAY WREATH FOR	156.55
202059	11/24/2021	Printed		7836	BUCKNAM INFRASTRUCTURE GROUP	PAVEMENT MGMT SYSTEM -	6,405.50
202060	11/24/2021	Printed		7475	KEVIN M. CHUN	MILEAGE REIMBURSEMENT-	281.68
202061	11/24/2021	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	NOV. 2021-INS PRE-TAX/POST TAX	2,637.31
202062	11/24/2021	Printed		7840	CONFIDENCE CONSULTING	AIRFARE REIMBURSEMENT	354.40
202063	11/24/2021	Printed		0216	DELTA DENTAL	NOV. 2021 DENTAL INSURANCE-REG	2,008.26
202064	11/24/2021	Printed		0389	DELTA DENTAL INS	NOV. 2021 DENTAL PREMIUM	125.93
202065	11/24/2021	Printed		0220	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINTENANCE	1,730.53
202066	11/24/2021	Printed		7767	ERICK ESCAMILLA	PLANNING COMMISSION STIPEND	50.00
202067	11/24/2021	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	2,491.10
202068	11/24/2021	Printed		3377	H F & H CONSULTANTS, LLC	SOLID WASTE CONSULTING SERVICE	7,530.00
202069	11/24/2021	Printed		6557	HAWTHORNE HARDWARE	KEYS & RINGS FOR STAFF	41.48
202070	11/24/2021	Printed		0337	MANAGED HEALTH NETWORK	EMPLOYEE ASSIST PROGRAM	89.87
202071	11/24/2021	Printed		6134	JOHN MARTINEZ	PLANNING COMMISSION STIPEND	50.00
202072	11/24/2021	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES	255.97
202073	11/24/2021	Printed		7764	NI KAL S. PRICE	PLANNING COMMISSION STIPEND	50.00
202074	11/24/2021	Printed		2051	MADONNA SITKA	PLANNING COMMISSION STIPEND	50.00
202075	11/24/2021	Printed		6680	SCOTT SMITH	PLANNING COMMISSION STIPEND	50.00
202076	11/24/2021	Printed		4533	SOUTH BAY LANDSCAPING INC	INSTALL WATERPROOF ELECTRICAL	39,651.00
202077	11/24/2021	Printed		7845	SOUTHERN CALIFORNIA RADAR-	LASER-GUNS- CALIBRATE & CERTIFY	300.00
202078	11/24/2021	Printed		6349	STEAMX, LLC - SIGNAL HILLS	PRESSURE WASHER REPAIR	145.85
202079	11/24/2021	Printed		7644	TEAM TVEN INC.	DONATION FROM MAYOR	1,000.00
202080	11/24/2021	Printed		0849	THE SAFEMART OF SO CAL INC	PAD LOCKS & RING	156.90
202081	11/24/2021	Printed		0458	THE SALVATION ARMY	MEALS FOR BEACH CITIES-	65.00
202082	11/24/2021	Printed		2002	THE STANDARD, UNIT 22	LIFE AD&D LTD INSURANCE PREM	1,527.15
202083	11/24/2021	Printed		3672-CMD	U.S. BANK	CREDIT CARD PAYMENT	3,515.18
202084	11/24/2021	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM NOV. 2021	798.55

Total Checks: 34 Checks Total (excluding void checks): 76,693.59

Total Payments: 34 Bank Total (excluding void checks): 76,693.59

Total Payments: 34 Grand Total (excluding void checks): 76,693.59

**MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
November 15, 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 Attorney Gregory M. Murphy, 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, Community Development Senior Planner Jared Chavez, Assistant City Clerk Matthew Ceballos, Public Works Director Julian Lee

B. CEREMONIALS

Councilmember Sirley Cuevas led the flag salute and Pastor Jimmy Orellena, Calvary Chapel South Bay, provided the inspiration.

C. PUBLIC SAFETY REPORT

Lieutenant Lio summarized the recent law enforcement activities.

D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

Gary Adams, Resident, spoke about ongoing code enforcement case with RJ's Building Material and the parking issues on Mansel Ave.

Jay Gould, Resident, spoke about issues with Metro, no calls returned from the City Manager and felt disrespected by City Council.

E. COMMENTS FROM COUNCIL

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

F. CONSENT CALENDAR

Items 1 through 8, will be considered and acted upon under one motion unless a City Councilmember/Director removes individual items for further City Council consideration or explanation.

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

Recommendation: that the City Council approve.

2. **Amendments and Additions to the Lawndale Municipal Code to Comply with the Requirements of Senate Bill 1383 (Second Readings)**
Recommendation: that the City Council (a) determine that amendments as set forth in the ordinance(s) are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) and 15308 of the CEQA Guidelines; (b) approve the second reading and adopt Ordinance No. 1182-21, amending Chapter 3.08 of the Lawndale Municipal Code to comply with the Requirements of Senate Bill 1383; (c) approve the second reading and adopt Ordinance No. 1183-21, amending Chapter 8.28 of the Lawndale Municipal Code to comply with the Requirements of Senate Bill 1383; (d) approve the second reading and adopt Ordinance No. 1184-21, amending Chapter 15.28 of the Lawndale Municipal Code to comply with the Requirements of Senate Bill 1383; (e) approve the second reading and adopt Ordinance No. 1185-21, amending Chapter 17.88 of the Lawndale Municipal Code to comply with the Requirements of Senate Bill 1383; and (f) adopt Resolution No. CC-2111-046, amending City Council Policy No. 53-00, Purchasing Policy, to comply with the Requirements of Senate Bill 1383.
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-2110-047, authorizing the payment of certain claims and demands in the amount of \$659,860.08.
5. **Minutes of the Lawndale City Council Regular Meeting – November 1, 2021**
Recommendation: that the City Council approve.
6. **Minutes of the Lawndale City Council Special Meeting – November 8, 2021**
Recommendation: that the City Council approve.

LAWNDALE PUBLIC FINANCING AUTHORITY

7. **Annual Report of Redevelopment Bond Payments for Fiscal Year 2020-2021**
Recommendation: that the Board of the Lawndale Public Financing Authority received and file the annual accounting of financial activities.
8. **Minutes of the Public Financing Authority Annual Meeting – September 8, 2020**
Recommendation: that the Directors 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.

G. PUBLIC HEARINGS

9. Continuance of Public Hearing for an Appeal Request (Case No. 21-25 Appealing the Planning Commission's Decision to Deny Case No. 20-17 for the Development of a New 7,779 Square Foot Express Carwash Facility on a GC (General Commercial) Zoned Property Located at 15413-15425 Hawthorne Boulevard

Recommendation: that the City Council receive information from the City Manager regarding the economic impacts of the project and continue the public hearing to a date certain for final consideration of the matter.

Community Development Senior Planner Jared Chavez provided the report for the above item.

City Attorney Gregory M. Murphy spoke about the public hearing and recommended to continue the public hearing to the December 6, 2021 City Council meeting.

The public hearing continued at 6:57 p.m.

The applicants spoke about the public hearing item and requested the City Council make a decision at the next City Council meeting. The applicants also recommended and agreed to do the economic study of the proposed use and requested a development agreement.

Gary Adams, Resident, spoke in opposition of the car wash project.

City Council reached a general consensus to continue the Public Hearing listed on Item No. 9 to December 06, 2021.

10. Community Services Department Refund Policy Revision

Recommendation: that the City Council (a) adopt Resolution No. 2111-048, Amending City Council Policy 28-95 and Revising Administrative Fee for Processing Community Services Department Class and Program Refunds, and (b) Approve Changes to Council Policy 28-95, Community Services Department Refund Policy.

Community Services Director Mike Estes presented Community Services Department Refund Policy Revision.

Mayor Pro Tem Kearney inquired if a Senior Travel Club member passes away, is the family entitled to the members refund. Community Services Director Mike Estes responded that a refund would be provided to the family of the deceased member with verification.

Mayor Pullen-Miles opened and closed the public hearing immediately at 7:15 p.m., there being no one to testify.

A motion by Councilmember Cuevas to adopt Resolution No. 2111-048, Amending City Council Policy 28-95 and Revising Administrative Fee for Processing Community Services Department Class and Program Refunds, and Approve Changes to Council Policy 28-95, Community Services Department Refund Policy, was seconded by Mayor Pro Tem Kearney and carried by a vote of 5-0.

H. ADMINISTRATION

11. City Council Standing Committee Addition

Recommendation: that the City Council review the proposed standing committee (Homelessness Issues) and direct staff on their appointment of members.

City Council reached a unanimous consensus to appoint Councilmember Cuevas and Councilmember Suarez as members of the Homelessness Issues standing committee.

A motion by Mayor Pro Tem Kearney to appoint Councilmember Cuevas and Councilmember Suarez as members of the Homeless Issues Standing Committee, was seconded by Councilmember Hofmann Gorman and carried by a vote of 5-0.

I. CITY MANAGER'S REPORT

None.

J. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Suarez attended the Field of Honor for Veteran's Day.

Councilmember Sirley Cuevas commended staff for the display of flags for Field of Honor for Veteran's Day and requested the flags stay up for a longer time. Councilmember Cuevas reported graffiti at William Green Park.

Councilmember Hofmann Gorman commended staff for Field of Honor for Veteran's Day and inquired if the Hofmann Community Center reopening can be discussed. City Attorney Gregory M. Murphy and Community Services Director Mike Estes responded they will look into Los Angeles County guidelines and other items for reopening.

Councilmember Sirley Cuevas requested a number of staff and cost required for the reopening of the Hofmann Community Center. Community Services Director Mike Estes responded he will provide a report.

Mayor Pro Tem Kearney agrees with reopening the Hofmann Community Center. Mayor Pro Tem Kearney attended the Liability Trust and Oversight Committee meeting, the Leuzinger High School ribbon cutting ceremony, and the Field of Honor for Veteran's Day.

Mayor Pullen-Miles would like to see the Hofmann Community Center opening soon. Mayor Pullen-Miles reported many residents and seniors have inquired on the opening of the center and outdoor sports. Mayor Pullen-Miles added he'd like the Youth Advisory Committee to resume their meetings and have input on the upcoming Teen Center project. Mayor Pullen-Miles reported his attendance for the Field of Honor for Veteran's Day, the U.S. Vets ceremony in Inglewood, and the Leuzinger High School ribbon cutting ceremony.

K. CLOSED SESSION

At 7:31 p.m. the City Council entered into Closed Session.

13. 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.

14. Conference with Legal Counsel – Anticipated Litigation

The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), because there is a significant exposure to litigation in one (1) case. The facts and circumstances giving rise to exposure to litigation are unknown.

15. Public Employee Performance Evaluation

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

16. Public Employee Appointment

The City Council will conduct a closed session, pursuant to Government Code section 54957(b), to determine whether to appoint an Acting City Manager.

At 8:39 p.m. the City Council entered back into open session.

City Attorney Gregory M. Murphy reported that the City Council met in Closed Session to discuss the item listed on the Closed Session agenda. The City Council was updated on the Closed Session Items No. 13 and 14 and there was no reportable action taken. On Closed Session Item No. 15, the City Council has placed City Manager Kevin Chun on Administrative Leave effective immediately. Closed Session Item No. 16, the City Council has appointed Assistant to the City Manager/Human Resources Director Raylette Felton as Acting City Manager.

L. ADJOURNMENT

There being no further business to conduct, the Mayor adjourned the meeting at 8:40 p.m.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 12/06/2021



CITY OF LAWDALE

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

DATE: December 6, 2021

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Acting City Manager *RF*
Gregory M. Murphy, City Attorney

REVIEWED BY: Jared Chavez, Acting Director of Community Development *JC*

SUBJECT: **Continuance of Public Hearing for an Appeal Request (Case No. 21-25) Appealing the Planning Commission's Decision to Deny Case No. 20-17 for the Development of a New 7,779 Square Foot Express Carwash Facility on a GC (General Commercial) Zoned Property Located at 15413-15425 Hawthorne Boulevard**

BACKGROUND

At its meeting on October 4, 2021, the City Council opened the public hearing, took in public testimony and continued this item requesting approval of a Special Use Permit and Development Permit to construct a 7,779 square foot, single story express car wash facility. At its meeting on November 1, 2021, the City Council received additional information from City staff, the applicant, and the public. The City Manager then requested a continuance to provide the City Council with additional information about the economic impacts of the project, not just to the project site but to the Hawthorne Boulevard Specific Plan area and in particular to the block on which the project site is found. At its meeting of November 15, the City Council further continued the matter to allow City staff time to determine whether a study of these impacts could be accomplished in a timely manner.

STAFF ANALYSIS

Staff previously provided an analysis for City Council to consider the potential range of alternatives, including approval of the project, denial of the project, and revision of the project to include conditions of approval to mitigate impacts and potentially eliminate the negative findings previously made by the Planning Commission. City staff and the City Attorney's office are currently working on an economic impact study that will provide key insights into the effects of the project.

At this time, City staff requests a continuance of this matter to the City Council's meeting of January 18, 2022. At that time, all relevant information will be able to be put before the City Council and a final determination in this matter will be able to be made. Staff does not anticipate any further continuances.

COMMISSION REVIEW

The Planning Commission conducted its public hearing on Case No. 20-17 on July 28, 2021. All evidence was heard at the public hearing, including input from Lawndale residents and property owners within the vicinity of the Project. After fully considering and analyzing all the information presented,

City Council Meeting – December 6, 2021

Public Hearing for an Appeal Request (Case No. 21-25 Appealing the Planning Commission's Decision)

the Planning Commission concluded that necessary findings for approval of the Project could not be made and adopted Resolution No. 20-15, denying the Project.

LEGAL REVIEW

The City Attorney has reviewed and approved the concept of continuing the meeting for the gathering and presentation of additional factual input.

RECOMMENDATION

IT IS RECOMMENDED THAT the City Council continue the public hearing to January 18, 2022, for final consideration of the matter.



CITY OF LAWDALE

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

DATE: December 6, 2021
TO: Honorable Mayor and City Council
FROM: Raylette Felton, Acting City Manager *[Signature]*
PREPARED BY: Matthew Ceballos, Assistant City Clerk *[Signature]*
SUBJECT: **Annual Reorganization of the City Council**

BACKGROUND

Since 1982, Lawndale has had a Mayor who is directly elected by the voters and a Mayor Pro Tem who is selected by the City Council. It is the City Council's policy that the office of Mayor Pro Tem be rotated insofar as possible among the members of the City Council and that the Mayor Pro Tem shall serve a term of one year or until a successor is appointed. (LMC Sec. 2.04.080).

On December 7, 2020, the City Council nominated and approved Councilmember Kearney as Mayor Pro Tem, for a year term to begin on January 1, 2021 and set to expire on December 31, 2021.

STAFF REVIEW

Rotation: As stated above, it is the City Council's policy to appoint members in rotation. Therefore, the City Council should be mindful of the recent history of office holders, which is as follows:

2013-14 Pat Kearney	2017-2018 Daniel Reid
2014-15 James H. Osborne	2019 James H. Osborne
2015-16 Larry Rudolph	2020 Bernadette Suarez
2016-17 Pat Kearney	2021 Pat Kearney

It is also notable that the City Council Meeting Procedures specify where each City Councilmember sits on the dais and the seating arrangement is based on the selection of the Mayor Pro Tem each year. The arrangement suggests that the City Councilmember seated on the Mayor's left hand side is next in line to be Mayor Pro Tem.

Term: The municipal code establishes a term of one year for the office of Mayor Pro Tem; however, the City has changed its election date to November of even-numbered years. Since the results of the 2020 General Election have been declared, the Mayor Pro Tem will now be selected at a meeting in December and would serve a term of one year. Staff recommends that the City Council select one of its members to serve as Mayor Pro Tem beginning on January 1, 2022, and ending on December 31, 2022.

City Council Meeting – December 6, 2021
Annual Reorganization of the City Council

Selection Procedure: The selection of Lawndale's Mayor Pro Tem begins with the Mayor calling for nominations from the floor. Nominations do not require a second. If City Councilmembers nominate more than one person, the City Council should then vote on each nominee individually and in the order nominated. Each City Councilmember may vote for only one nominee.

FUNDING

None.

RECOMMENDATION

Staff recommends that the City Council appoint one of its members to serve as Mayor Pro Tem for a term beginning on January 1, 2022 and ending on December 31, 2022.



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

DATE: December 6, 2021
TO: Honorable Mayor and City Council
FROM: Matthew 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.



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PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: December 6, 2021

TO: Honorable Mayor and City Council

FROM: Matthew Ceballos, Assistant City Clerk *MC*

SUBJECT: Conference with Legal Counsel – The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2) and (d)(3), because there is a significant exposure to litigation in one (1) case. The facts and circumstances giving rise to exposure to litigation are unknown

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



CITY OF LAWDALE
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PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: December 6, 2021

TO: Honorable Mayor and City Council

FROM: Matthew Ceballos, Assistant City Clerk *mc*

SUBJECT: Conference with Legal Counsel – Existing Litigation National Prescription Opiate Litigation (U.S.D.C. Case No. 1:17-CV-2804)

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



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

DATE: December 6, 2021

TO: Honorable Mayor and City Council

FROM: Matthew Ceballos, Assistant City Clerk 

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

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



CITY OF LAWDALE
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DATE: December 6, 2021
TO: Honorable Mayor and City Council
FROM: Matthew Ceballos, Assistant City Clerk *MC*
SUBJECT: Public Employee Appointment – Interim City Manager

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



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

DATE: December 6, 2021
TO: Honorable Mayor and City Council
FROM: Matthew Ceballos, Assistant City Clerk 
SUBJECT: Public Employee Appointment – City Manager

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