CITY OF LAWNDALE



AGENDA OF THE LAWNDALE CITY COUNCIL REGULAR MEETING

Tuesday, January 21, 2025, 6:30 PM 14717 Burin Ave Lawndale, CA 90260

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 the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

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. Members of the public are still be able to view the meeting on YouTube "Lawndale CityTV", the City Website, and Lawndale Community Cable Television on Spectrum and Frontier Channel 3.

Copies of this Agenda may be obtained prior to the meeting inside 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. PUBLIC SAFETY REPORT
 - 1. Los Angeles County Sheriff's Department Update
- D. ORAL COMMUNICATIONS ITEMS NOT ON THE AGENDA (Public Comments)
- E. COMMENTS FROM COUNCIL
- F. CONSENT CALENDAR

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

- 2. Motion to read by title only and waive further reading of all ordinances listed on the Agenda
 - Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.
- 3. Accounts Payable Register
 - Recommendation: that City Council adopts Resolution No. CC-2501-006 authorizing the payment of certain claims and demands in the amount of \$389,831.13.
- 4. Minutes of the Lawndale City Council Regular Meeting January 6, 2025
 - Recommendation: that the City Council approve the minutes.

G. ADMINISTRATION

- 5. Approval of the Youth Development Center Conceptual Design
 - Recommendation: that the City Council review and approve the proposed Conceptual Design for the Youth Development Center and Skatepark and affirm the Categorical Exemptions and Categorical Exclusion.
- 6. Quarterly Investment Report for the Quarter Ended December 31, 2024
 - Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended December 31, 2024.
- 7. Discussion of the Existing Software Used by City Departments
 - Recommendation: that the City Council provide City Staff with direction.
- 8. Lobbyist Request for Proposals
 - Recommendation: that City Council: 1) review the Request for Proposals (RFP) received from the responding firms and provide further direction to staff to proceed with a selection process for lobbying services, which may include establishing a selection committee; or 2) provide other direction to staff as appropriate.
- 9. Purchasing Policy Reorganization and Amendment to Authorize City Manager Purchases in Specified Situations
 - Recommendation: that the City Council review the proposed changes and adopt Resolution No. CC-2409-095 making the changes to the purchasing policy.
- 10. Award Three Year On-Call HVAC Preventative Maintenance and Repair at City Facilities Services Contract
 - Recommendation: that the City Council Award an On-Call HVAC Preventative Maintenance and Repair at City Facilities Services agreement to South Coast Mechanical, LLC, for a three-year term, with an option to extend up to three one-year extensions.

H. CITY MANAGER REPORT

I. ITEMS FROM CITY COUNCILMEMBERS

11. Discussion of City Clerk Compensation

Requested by Mayor Pro Tem Kearney.

- Recommendation: that the City Council 1) review and discuss the City Clerk compensation; 2) provide direction to the City Manager and staff to prepare an amendment to the Lawndale Municipal Code to provide an adjustment to the City Clerk compensation; or 3) provide other direction to the City Manager and staff.
- 12. Report of Attendance at Meetings

J. CLOSED SESSION

- 13. Conference with Legal Counsel Existing Litigation
 - The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).
- 14. Conference with Legal Counsel Anticipated Litigation
 - The City Council will conduct a closed session pursuant to Government Code section 54956.9(d)(4), to discuss the potential initiation of litigation: one (1) case.

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, February 3, 2025, 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 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 accommodation 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 January 21, 2025, was posted not less than 72 hours prior

to the meeting.

/s/ Yvette Palomo

Yvette Palomo, Assistant City Clerk

Date Posted: January 16, 2025



CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: Motion to read by title only and waive further reading of all ordinances listed on

the Agenda

BACKGROUND

California Government Code reads, in part, as follows:

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

RECOMMENDATION

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



CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: Accounts Payable Register

RECOMMENDATION

Staff recommends that City Council adopts Resolution No. CC-2501-006 authorizing the payment of certain claims and demands in the amount of \$389,831.13.

Attachments

A. CC-2501-006 - AP Resolution - Jan. 21, 2025.pdf

ATTACHMENT A

RESOLUTION NO. CC-2501-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA **AUTHORIZING CERTAIN CLAIMS AND DEMANDS** IN THE SUM OF \$389,831.13

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

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

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

07000

| SECTION 3. The for the aggregate total of \$ | | | ands paid by check numbers 206960 through 2 authorized. |
|------------------------------------------------------------------|-------------|-------------|------------------------------------------------------------|
| | | | Effective Date: January 21st, 2025 |
| | | | Approved by: |
| | | | Hrant Manuelian, Director of Finance |
| | | | Gregory M. Murphy, City Attorney |
| PASSED, APPROVED A | ND ADC | PTED this 2 | 21st day of January 2025. |
| | | | Robert Pullen-Miles, Mayor |
| ATTEST: | | | , , |
| State of California County of Los Angeles City of Lawndale |))) | SS | |

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-2501-006 at a regular meeting of said Council held on the 21st day of January 2025, by the following roll call vote:

| Name | Voting | | Present, Not Voting | | Absent |
|----------------------------|--------|----|---------------------|-------------------|--------|
| Name | Aye | No | Abstain | Not Participating | Absent |
| Robert Pullen-Miles, Mayor | | | | | |
| Pat Kearney, Mayor Pro Tem | | | | | |
| Bernadette Suarez | | | | | |
| Sirley Cuevas | | | | | |
| Francisco M. Talavera | | | | | |

| T': | TT | 0:4 | O11- |
|-------|-----------|------|-------|
| Erica | Harbison, | City | Cierk |

City of Lawndale Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Number

| Check Date | Beginning | Ending | Aggregate Total |
|----------------|-------------------------------------------|----------------------------|-----------------|
| 12/30/202 | 4 206960 | 206979 | 232,341.33 |
| 1/9/202 | 206980 | 207000 | 157,489.80 |
| | Total Checks | | 389,831.13 |
| | | | |
| Claims and Dem | nands Paid By Electronic A | ACH Transfer: | |
| Claims and Dem | nands Paid By Electronic A Name of Payee | ACH Transfer: Description | Amount |
| | | | Amount 0.00 |

^{*}No checkruns were done on Thursday 12/26/2024 and Thursday 1/02/2025 due to short work weeks. Instead, checkrun was done on 12/30/2024 for these two weeks.

| City of Lawndale | | | | | BANK: WELLS FARGO BANK N.A | Date: Time: Page: | 12/30/2024 3:45 pm 1 |
|------------------|----------------|---------|----------------|---------------|--------------------------------|---------------------------------------|----------------------------|
| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
| WELLS FARGO | BANK N.A Checi | ks | | | | | |
| 206960 | 12/30/2024 | Printed | | 4185-WEST | AMERICAN STRUCTURAL PEST | CITY HALL& MSD - QUARTERLY | 874.00 |
| 206961 | 12/30/2024 | Printed | | 7660 | ARAMSCO INC | CUSTODIAL SUPPLIES | 932.47 |
| 206962 | 12/30/2024 | Printed | | 0372C | AT&T | PHONE CHARGES | 441.00 |
| 206963 | 12/30/2024 | Printed | | 7194 | BAVCO BACKFLOW APPARATUS & | BACKFLOW INSPECTION - CSD | 165.00 |
| 206964 | 12/30/2024 | Printed | | 0163 | CAPITAL OF SOUTH BAY INC. | LIGHT LAMP - CITY HALL | 169.08 |
| 206965 | 12/30/2024 | Printed | | 0615 | CLEANSTREET, LLC | DEBRIS HANDLING SERVICES - | 30,593.69 |
| 206966 | 12/30/2024 | Printed | | 3886 | SIRLEY CUEVAS | CANDIDATE STATEMENT - | 237.94 |
| 206967 | 12/30/2024 | Printed | | 7809 | DUNCAN'S SOO BAHK DO LLC | INSTRUCTOR FEES MARTIAL ARTS | 2,067.00 |
| 206968 | 12/30/2024 | Printed | | 1288 | EWING IRRIGATION PRODUCTS INC | IRRIGATION REPAIR PARTS - | 1,637.73 |
| 206969 | 12/30/2024 | Printed | | 6944 | RHONDA HOFMANN-GORMAN | CANDIDATE STATEMENT - | 237.94 |
| 206970 | 12/30/2024 | Printed | | 8244 | J & E ASPHALT MAINTENANCE, INC | FY 2023/24 CITYWIDE SIGN | 188,575.00 |
| 206971 | 12/30/2024 | Printed | | 5560 | MITSUBISHI ELECTRIC US, INC | ELEVATOR MAINTENANCE SERVICES | 616.46 |
| 206972 | 12/30/2024 | Printed | | 8507 | BRYAN ORDONEZ | PERMIT FEE REFUND | 559.92 |
| 206973 | 12/30/2024 | Printed | | 1140 | PACIFIC TIRE OF LAWNDALE | TIRE REPAIR VEH#520 | 20.00 |
| 206974 | 12/30/2024 | Printed | | 5229 | REGISTRAR RECORDER COUNTY CLRK | NOV.5 2024 ELECTION- CANDIDATE | 3,429.27 |
| 206975 | 12/30/2024 | Printed | | 0440 | SOUTHERN CALIFORNIA GAS CO. | UTILITY GAS CHARGES | 271.43 |
| 206976 | 12/30/2024 | Printed | | 6251 | BERNADETTE SUAREZ | CANDIDATE STATEMENT - | 237.94 |
| 206977 | 12/30/2024 | Printed | | 5524 | WANZA TOLLIVER | CANDIDATE STATEMENT - | 118.97 |
| 206978 | 12/30/2024 | Printed | | 7835 | TT ROOFING INC | CONS & DEMO DEPOSIT REFUND | 294.00 |
| 206979 | 12/30/2024 | Printed | | 3672-CMD | U.S. BANK | CREDIT CARD PAYMENT | 862.49 |
| | | | Total Ch | ecks: 20 | | Checks Total (excluding void checks): | 232,341.33 |
| | | | Total Paym | ents: 20 | | Bank Total (excluding void checks): | 232,341.33 |

Total Payments: 20

232,341.33

Grand Total (excluding void checks):

01/08/2025

157,489.80

Grand Total (excluding void checks):

Date:

| City of Lawndale | | | | | BANK: WELLS FARGO BANK N.A | Tin Pag | |
|------------------|----------------|---------|----------------|---------------|-------------------------------|------------------------------------|-----------------|
| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
| WELLS FARGO | BANK N.A Checi | ks | | | | | |
| 206980 | 01/09/2025 | Printed | | 8357 | 4LEAF INC. | CDD PERMIT TECHNICIAN SVCS - | 8,820.00 |
| 206981 | 01/09/2025 | Printed | | 7470 | ARAMARK REFRESHMENT SVCS LLC | COFFEE/TEA - DEC. 2024 | 580.05 |
| 206982 | 01/09/2025 | Printed | | 7785 | BERICOM DESIGN | NETWORK MAINTENANCE & SUPPORT | 13,565.82 |
| 206983 | 01/09/2025 | Printed | | 7766 | BURKE, WILLIAMS & | LEGAL SERVICES - NOV. 2024 | 48,110.51 |
| 206984 | 01/09/2025 | Printed | | 7889 | CHARTER COMMUNICATIONS | INTERNET SERVICES | 1,855.05 |
| 206985 | 01/09/2025 | Printed | | 0217 | DEPT OF ANIMAL CARE & CONTROL | ANIMAL CONTROL SERVICES - | 200.00 |
| 206986 | 01/09/2025 | Printed | | 6636 | FRONTIER COMMUNICATIONS | FAX LINE & INTERNET FOR PWD | 254.77 |
| 206987 | 01/09/2025 | Printed | | 6636 | FRONTIER COMMUNICATIONS | PHONE CHARGE - W. GREEN PARK | 180.11 |
| 206988 | 01/09/2025 | Printed | | 0441 | GOLDEN STATE WATER CO. | WATER USAGE SERVICES | 22,606.80 |
| 206989 | 01/09/2025 | Printed | | 7227 | OCCUPATIONAL HEALTH CENTERS | PREEMPLOY PHYSICAL EXAM | 25.00 |
| 206990 | 01/09/2025 | Printed | | 7890 | ODP BUSINESS SOLUTIONS LLC | OFFICE SUPPLIES | 724,32 |
| 206991 | 01/09/2025 | Printed | | 8508 | WALEMI ORTIZ | SHOP LOCAL HOME IMPROV. REBATE | 500.00 |
| 206992 | 01/09/2025 | Printed | | 3781 | PARS | ACTUARIAL FEE & GASB 68 | 4,250.00 |
| 206993 | 01/09/2025 | Printed | | 6734 | PULLEN-MILES FOR MAYOR 2024 | CANIDIDATE STATEMENT REFUND | 237.94 |
| 206994 | 01/09/2025 | Printed | | 5068A | QUADIENT FINANCE USA INC | CITY HALL POSTAGE - DEC. 2024 | 549.00 |
| 206995 | 01/09/2025 | Printed | | 5895 | RICOH USA INC | USAGE CHARGES FOR COPIERS- | 2,220.88 |
| 206996 | 01/09/2025 | Printed | | 8177 | SOUTHWEST PATROL, INC. | ARMED SECURITY SERVICES - | 22,200.00 |
| 206997 | 01/09/2025 | Printed | | 0346 | SPARKLETTS | BOTTLE WATER SERVICE - | 693.55 |
| 206998 | 01/09/2025 | Printed | | 0444 | SPCA LA | ANIMAL SHLETERING SERVICES - | 13,400.00 |
| 206999 | 01/09/2025 | Printed | | 3672-FLEET | U.S. BANK VOYAGER FLEET SYS | FLEET SERVICES-FUEL | 3,729.04 |
| 207000 | 01/09/2025 | Printed | | 6790 | U.S. BANK-GLOBAL CORPORATE | LOAN # 02-029 | 12,786.96 |
| | | | Total Che | ecks: 21 | | Checks Total (excluding void check | s): 157,489.80 |
| | | | Total Payme | ents: 21 | • | Bank Total (excluding void check | (s): 157,489.80 |

Total Payments: 21

Council Meeting 1/21/2025 Details of US Bank Credit Card Charges

| Date | Vendor | Description | Am | ount |
|---------------|------------------------------------|----------------------------------------------------------------------|----|--------|
| Vendor# 3672 | -CMD | | | |
| | | RT Airfare for CCCA Legislative Tour - Jan 2025 - for | | |
| | | Councilmember RHG (Note: airfare credit is being arranged to apply | | |
| | | to another trip to another staff attending in the former | | |
| 10/28/2 | 2024 Southwest Airlines | councilmembers's reservation | | 278.96 |
| | | Pre Council Meeting Meals - 5 elected meals & 6 Staff meals - | | |
| 11/4/2 | 2024 Kasai Teriyaki Bowl, Lawndale | 11/4/24 City Council Meeting | | 172.40 |
| | | | | |
| | | 5 City Plaques - 2024 Employee Recognition of Milestone Years of | | |
| 11/19/2 | 2024 E & H Trophy and Engraving | Service (R. Moran, D. Parsley, J. Rodriguez, G. Huizar, A. Sandoval) |) | 411.13 |
| Check Date 12 | 2/30/2024; Check# 206979 | | \$ | 862.49 |



CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

Yvette Palomo, Assistant City Clerk

SUBJECT: Minutes of the Lawndale City Council Regular Meeting - January 6, 2025

RECOMMENDATION

Recommendation: that the City Council approve the minutes.

Attachments

Draft Minutes

ATTACHMENT A

DRAFT MINUTES

City Council Regular Meeting January 6, 2025

A. CALL TO ORDER AND ROLL CALL

Mayor Pro Tem Kearney called the meeting to order at 6:31 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Pro Tem Kearney, Councilmember Sirley Cuevas, Councilmember Bernadette Suarez, Councilmember Frank M. Talayera

Councilmembers Absent: Mayor Robert Pullen-Miles

Other Participants: City Manager Sean M. Moore, City Attorney Gregory M. Murphy, City Clerk Erica Harbison, Assistant City Clerk Yvette Palomo, Los Angeles County Sheriff's Department Lieutenant Ricky Osburn, Los Angeles County Fire Department Acting Assistant Chief Brian Kane, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Community Development Director Peter Kann

B. CEREMONIALS (Flag Salute and Inspiration)

Councilmember Talavera led the flag salute. Pastor Eddie Vargas of Restoration Life Church provided the inspiration.

C. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff's Department Update

Lieutenant Ricky Osburn summarized the recent law enforcement activities.

2. Los Angeles County Fire Department Update

Acting Fire Assistant Chief Brian Kane summarized the recent fire department activities and amended the public safety report provided for November 2024 by adding a house fire incident.

D. PRESENTATIONS

- 3. Recognition of Former Senator Steven Bradford
 - Recognition of outgoing Senator Steven Bradford for his service to the City of Lawndale as our Senator and Assemblymember.

The City Council presented a plaque to former Senator Steven Bradford for his service to the City of Lawndale as our Senator and Assemblymember.

Senator Steven Bradford thanked the City Council for the recognition.

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

Gary Adams, Resident, commented on the residency status of Councilmember Talavera during the swear-in ceremony and on code enforcement procedures.

Andrew Blackney, Resident, commented on unsafe driving, motor vehicle and pedestrian accidents and held a moment of

silence in honor of victims.

Chelsea Schreiber, Resident, commented on the Metro C Line (Green) Project upcoming meeting, spreading the word about the project, receiving literature from Metro in different languages and announced that the community will have meetings to talk about the Metro C Line (Green) Project.

Deena Sopko, Resident, commented that she received a letter from Metro regarding the Metro C Line (Green) Project and asked if the Lawndale Women's Club can be added to the Wall of Distinction.

Annette, Resident, commented on the Clean Energy Program, City Councilmembers possibly having code enforcement issues, thanked former Senator Bradford for his service, and read a passage from a letter she received from Metro about the Metro C Line (Green) Project.

Rhonda Hofmann Gorman, Resident, commented on City Councilmember's salaries, a public comment Councilmember Talavera made as a resident at the October 21, 2024 City Council meeting, and the house fire incident he experienced.

Sarah Bo Graham, Resident, asked if Councilmembers with code cases are legally allowed to be involved in the decision making process pertaining to municipal code cases.

F. COMMENTS FROM COUNCIL

Councilmember Talavera commented on his residence status, stated that he looks forward to working with residents, thanked Resident Blackney for meeting with him, agreed with Resident Sopko on recognizing the Lawndale Women's Club on the Wall of Distinction. Councilmember Talavera commented on his election campaign, the code case on his property, and that the increase in salary Councilmembers received is to be spent at their discretion.

Councilmember Suarez thanked everyone that attended tonight's meeting, encouraged residents to express their concerns, requested that a budget be allocated to pay for buses to take residents to the Metro meeting, asked for staff to follow up on the Wall of Distinction request and requested a presentation at a future meeting about code enforcement procedures.

Councilmember Cuevas asked if the swear-in of Councilmember Talavera was legal due to his residency at that time, if a Councilmember can participate in the decision making of a code enforcement issue if they have a code enforcement case, if a Councilmember needs to recuse themselves if a municipal code revision discussion benefits them as a Councilmember, what happens to a code enforcement case if the property is lost due to a fire incident, requested that funds be allocated for buses to take residents to the Metro meeting, and asked for the steps that need to be taken to recognize the Lawndale Women's Club on the Wall of Distinction.

City Attorney Murphy responded that temporary housing, in light of the fire incident that occurred, did not change Councilmember Talavera's residency with respect to the Elections Code and that there is no law that prohibits a Councilmember from participating in a code enforcement matter except if the Councilmember is involved in a lawsuit related to the City. City Attorney Murphy stated that he did not see an issue with a Councilmember participating in the process of adopting a new or revised municipal code that is a general benefit to the city at large; however, he would advise the City Council if there was a special benefit to the Councilmember. In response to Councilmember Cuevas's question regarding a code enforcement case related to Councilmember Talavera, City Attorney Murphy stated that he can only comment on cases that have been referred to his office and this matter has not been referred.

City Manager Moore responded that staff will follow up on the request to recognize the Lawndale Women's Club on the Wall of Distinction

Mayor Pro Tem Kearney thanked everyone that spoke at tonight's meeting, asked Councilmember Cuevas if she can mention to realtors about informing home buyers of the Metro C Line (Green) Project at an upcoming realtor event, and if Councilmembers can decline an increase in salary at any time.

City Attorney Murphy responded that Councilmembers can decline a pay increase and any payer benefits at any time for personal reasons.

In response to Councilmember Cuevas' question, City Manager Moore responded that staff will post information about the Metro C Line (Green) Project on the City's website and social media accounts.

G. CONSENT CALENDAR

A motion was made by Councilmember Cuevas and seconded by Councilmember Suarez to approve the consent calendar. The motion passed by a vote of 4-1 with Mayor Pullen-Miles absent.

- 4. Motion to read by title only and waive further reading of all ordinances listed on the Agenda
 - Recommendation: that the City Council read by title only and waive further reading of all ordinances listed on the agenda.
- 5. Accounts Payable Register
 - Recommendation: that City Council adopts Resolution No. CC-2501-002 authorizing the payment of certain claims and demands in the amount of \$425,917.62.
- 6. Minutes of the Lawndale City Council Regular Meeting- December 16, 2024
 - Recommendation: that the City Council approve the minutes.

H. PUBLIC HEARING

- 7. Project Selection for the 2025-2026 Community Development Block Grant Program Year
 - Recommendation: that the City Council 1.) conduct a public hearing; 2.) adopt the FY 2025-26 budget for the CDBG program; and 3.) adopt Resolution No. CC-2501-005, approving the City's participation in the FY 2025-26 CDBG Program.

Community Development Director Kann presented the staff report.

Councilmember Suarez asked how streets are selected for repair, if a street repair status report has been completed and which streets are next in the queue.

In response to Councilmember Suarez's questions, City Manager Moore stated that the City uses a pavement management system based on the deterioration of each street and are selected based on the need of each street, and stated that the specific noticing of upcoming street repairs procedures will be shared at a future date.

Mayor Pro Tem Kearney opened the public hearing comments at 7:30 p.m.

Gary Adam, Resident, commented in opposition to the approval of the plan.

Mayor Pro Tem Kearney closed the public hearing at 7:31 p.m.

Mayor Pro Tem Kearney commented on the estimates provided in the report.

A motion was made by Councilmember Cuevas and seconded by Councilmember Suarez to adopt the FY 2025-26 budget for the CDBG program, and Resolution No. CC-2501-005, approving the City's participation in the FY 2025-26

CDBG Program. The motion passed by a vote of 4-1 with Mayor Pullen-Miles absent.

I. ADMINISTRATION

8. Los Angeles County Sheriff's Department Educational Piece on Body Worn Cameras

— Report provided by the Los Angeles County Sheriff's Department.

Los Angeles County Sheriff's Department (LASD) Lieutenant Osburn gave the presentation.

Councilmember Cuevas asked what can residents do to assist LASD Deputies.

Lieutenant Osburn responded that residents can assist Deputies by uploading their video recording when a Deputy provides them with a link.

City Manager Moore commented that the presentation was provided in response to inquiries recently made related to the fireworks citation process.

By consensus, the City Council received and filed the report.

9. City Representatives to Intergovernmental Agency Boards

— Recommendation: that Mayor Pullen-Miles 1.) appoint delegates and alternates to the intergovernmental agencies listed in Resolution No. CC-2501-001; 2.) that the City Council confirm the Mayor's appointments by directing staff to amend Section 1 of the Resolution by filling in the names of the Mayor's appointees; and 3.) that the City Council adopt the Resolution as amended.

Assistant City Clerk Palomo presented the staff report.

Mayor Pro Tem Kearney led a discussion on the Intergovernmental Agency Boards appointments. The City Council came to a consensus on the following appointments:

California Contract Cities Association, Board of Directors

Representatives: Delegate Bernadette Suarez, alternates Robert Pullen-Miles and Sirley Cuevas

California Joint Powers Insurance Authority, Board of Directors

Representatives: Delegate Robert Pullen-Miles, alternate Frank M. Talavera, and staff alternate Sean M. Moore

Centinela Youth Services, Board of Directors

Representatives: Delegate Bernadette Suarez, alternate not allowed

County Sanitation District No. 5 of Los Angeles County, Board of Directors

Representatives: Delegate Robert Pullen-Miles, alternate Pat Kearney

League of California Cities, Los Angeles County Division

Representatives: Delegate Sirley Cuevas, alternate Robert Pullen-Miles

Los Angeles County City Selection Committee

Representatives: Delegate Robert Pullen-Miles, alternate Pat Kearney

South Bay Cities Council of Governments, Board of Directors

Representatives: Delegate Bernadette Suarez, alternates Robert Pullen-Miles and Frank M. Talavera

Southern California Association of Governments, General Assembly (Business Meeting)

Representatives: Delegate Frank M. Talavera, alternate Bernadette Suarez

A motion was made by Councilmmeber Cuevas and seconded by Councilmember Suarez to confirm the Mayor Pro Tem's appointments by directing staff to amend Section 1 of the Resolution by filling in the names of the Mayor Pro Tem appointees and adopt the Resolution as amended. The motion passed by a vote of 4-1, with Mayor Pullen-Miles absent.

- 10. City Council Ad Hoc Subcommittees and Standing Committees
 - Recommendation: that the City Council review the current ad hoc subcommittee and standing committee appointments and direct staff on the modification, replacement, or continued appointment of members, if desired.

Assistant City Clerk Palomo presented the staff report.

Mayor Pro Tem Kearney led a discussion on the Ad Hoc Subcommittees and Standing Committees appointments. The City Council came to a consensus on the following appointments:

City/ School District Park Maintenance and Joint Use Ad Hoc Subcommittee

Councilmember Bernadette Suarez and Councilmember Sirley Cuevas

Fiscal Year 2024-25 Budget Ad Hoc Subcommittee (Fiscal Year will change to 2025-26)

Mayor Pro Tem Pat Kearney and Councilmember Bernadette Suarez

Billboard Ad Hoc Subcommittee

Mayor Pro Tem Pat Kearney Councilmember Frank M. Talavera

Metro C Line (Green) Extension Ad Hoc Subcommittee

Mayor Robert Pullen-Miles and Councilmember Frank M. Talavera

Teen Center Ad Hoc Subcommittee

Mayor Robert Pullen-Miles and Councilmember Bernadette Suarez

Parking and Traffic Solutions Ad Hoc Subcommittee

Mayor Pro Tem Pat Kearney and Councilmember Sirley Cuevas

Business Revitalization Ad Hoc Subcommittee

Mayor Robert Pullen-Miles and Councilmember Bernadette Suarez

Local Travel Network Project Ad Hoc Subcommittee

Mayor Pro Tem Pat Kearney and Councilmember Bernadette Suarez

Fireworks Ad Hoc Subcommittee

Mayor Pro Tem Pat Kearney and Councilmember Frank M. Talavera

City/School Districts Standing Committee

Mayor Pro Tem Pat Kearney and Councilmember Frank M. Talavera

Caltrans Maintenance Standing Committee

Mayor Robert Pullen-Miles and Councilmember Frank M. Talavera

Homeless Solutions Standing Committee

Councilmember Bernadette Suarez and Councilmember Sirley Cuevas

By consensus, the City Council confirmed the ad hoc subcommittees and standing committee appointments and directed staff on the modification, replacement, and continued appointment of members.

- 11. Approve the Engineering and Traffic Speed Study for Prairie Avenue
 - Recommendation: that the City Council 1.) Authorize the speed reduction from 40 MPH to 35 MPH on Prairie Avenue from Redondo Beach Boulevard to Marine Avenue; and 2.) Direct the City Clerk's Office to forward a certified copy of the Engineering and Traffic Survey to the Los Angeles County Sheriff to be used for their traffic enforcement.

City Manager Moore presented the staff report.

In response to Councilmember Suarez's and Cuevas' questions, City Manager Moore stated that Los Angeles (LA) County is changing the speed limit to their portion of the street to 35 MPH and is seeking approval from the City to change the City's portion to 35 MPH. Speeds are checked due to numerous reasons and LA County is funding the project.

Mayor Pro Tem Kearney opened public comments.

Andrew Blackney, Resident, commented on the change to the speed limit and commented that street infrastructure is what reduces the speed of vehicles.

Mayor Pro Tem Kearney closed public comments.

Councilmember Suarez asked how traffic signals are taken into consideration with the infrastructure and speed limit change.

City Manager Moore responded that additional information can be provided to the City Council.

In response to Councilmember Cuevas' question, City Manager Moore stated that residents will be made aware of changes via the City's social media accounts, webpage, and electronic trailer signs.

A motion was made by Councilmember Cuevas and seconded by Mayor Pro Tem Kearney to authorize the speed reduction from 40 MPH to 35 MPH on Prairie Avenue from Redondo Beach Boulevard to Marine Avenue and direct the City Clerk's Office to forward a certified copy of the Engineering and Traffic Survey to the Los Angeles County Sheriff to be used for their traffic enforcement. The motion passed by a vote of 4-1, with Mayor Pullen-Miles absent.

12. Update on Hedges/Fence Code Issue

— Recommendation: that City Council 1.) Receive and file this report; or 2.) Provide further direction to staff.

Community Development Director Kann presented the staff report.

Discussion ensued among Councilmembers and Community Development Director Kann about fence height requirements, see-through fences, fence regulations, fence requirements for properties at different locations, and what similar Cities have in place.

Councilmember Cuevas requested additional information on see-through and solid fences.

Councilmember Suarez requested visibility information for intersections.

By consensus, the City Council received and filed the report.

13. Proposed Solid Waste Rate Increase

— Recommendation: that the City Council 1.) Approve the attached Proposition 218 Notice of Proposed Solid Waste Rate Increases and Protest Ballot and direct staff to proceed with the necessary notifications and preparations for the public hearing, and 2.) Approve the public hearing date for March 3, 2025.

City Manager Moore presented the staff report.

Councilmember Talavera asked if rate increases are competitive compared to other service providers.

City Manager Moore responded that according to the franchise agreement in place, the contractor is permitted to increase fees, and staff can get quotes from other service providers prior to the expiration date of the current contract.

Mayor Pro Tem Kearney opened public comments.

Deena Sopko, Resident, asked at what age is someone considered a senior citizen.

Mayor Pro Tem Kearney closed public comments.

City Manager Moore responded that according to the franchise agreement, individuals 65 years of age or older are considered senior citizens.

In response to Councilmember Cuevas' question, City Manager Moore stated that he will research if a senior rate is granted to a non-senior owner that has senior tenants.

A motion was made by Councilmember Cuevas and seconded by Councilmember Suarez to approve the attached Proposition 218 Notice of Proposed Solid Waste Rate Increases and Protest Ballot and direct staff to proceed with the necessary notifications and preparations for the public hearing and approve the public hearing date for March 3, 2025. The motion passed by a vote of 4-1, with Mayor Pullen-Miles absent.

- 14. Recommendation to Continue to Use Everbridge as the Citywide Emergency Notification System
 - Recommendation: that the City Council 1.) approve the budget amendment of \$1,353 to retain Everbridge Mass Notification Pro as its sole provider for emergency messaging, and communications in the event of a natural or man-made disaster; and 2.) authorize the City Manager to execute the Renewal Quote for One-Year between the City of Lawndale and Everbridge.

Municipal Services Director Reyes presented the staff report.

Discussion ensued among Councilmembers and Municipal Services Director Reyes on the increase in fees due to training they are providing to staff, the proposal being based on the number of residents in the City and other South Bay Cities using this same provider.

Mayor Pro Tem Kearney opened public comments.

Deena Sopko, Resident, commented that the Everbridge City-wide Emergency Notification System should be advertised on the City's social media accounts.

Mayor Pro Tem Kearney closed public comments.

A motion was made by Councilmember Suarez and seconded by Councilmember Cuevas to approve the budget amendment of \$1,353 to retain Everbridge Mass Notification Pro as its sole provider for emergency messaging, and communications in the event of a natural or man-made disaster and authorize the City Manager to execute the Renewal Quote for One-Year between the City of Lawndale and Everbridge. The motion passed by a vote of 4-1, with Mayor Pullen-Miles absent.

- 15. Update on Art in Public Places Project from the Lawndale Beautification Committee
 - Recommendation: that the City Council approve 1.) the artists and artwork chosen by the Lawndale Beautification Committee for the Art in Public Places project; and 2.) the budget amendment of \$15,000 in account 292-000-310.100.

Municipal Services Director Reyes presented the staff report.

In response to Mayor Pro Tem Kearney's questions, Municipal Services Director Reyes stated that the images provided within the staff report are artwork samples of what will be painted on electrical boxes.

A motion was made by Councilmember Suarez and seconded by Councilmember Cuevas to approve the artists and artwork chosen by the Lawndale Beautification Committee for the Art in Public Places project and the budget amendment of \$15,000 in account 292-000-310.100. The motion passed by a vote of 3-1-1, with Mayor Pro Tem Kearney voting no and Mayor Pullen-Miles absent.

J. CITY MANAGER REPORT

City Manager Moore informed the City Council that requested agenda items are forthcoming and thanked them for their patience.

K. ITEMS FROM CITY COUNCILMEMBERS

16. Local Travel Network Update

— Recommendation: that the City Council 1.) discuss and approve the current draft of the City's Local Travel Network Refinements; or 2.) provide further direction to staff.

City Manager Moore presented the staff report.

Councilmember Suarez invited the South Bay Cities Council of Governments (SBCCOG) staff to provide information.

SBCCOG staff commented that the SBCCOG received a Safe Streets For All Grant from the Department of Transportation which will be used for South Bay Mobility Safety Action Plan, partnered with school districts to teach students who drive street safety, and announced two (2) ride and drive safety showcases.

In response to Councilmember Suarez's questions, SBCCOG staff explained the actions the SBCCOG will implement if the current draft of the City's Local Travel Network Refinements is approved.

Discussion ensued among City Councilmembers and SBCCOG staff about protected crossing streets.

SBCCOG staff thanked City Councilmembers for working with the SBCCOG to create this plan.

Mayor Pro Tem Kearney opened public comments.

Andrew Blackney, Resident, commented on the draft of the City's Local Travel Network and made suggestions to create a bidirectional route.

Gary Adams, Resident, commented in opposition to the draft of the City's Local Travel Network if it encourages bicyclists and mopeds to drive on sidewalks.

Mayor Pro Tem Kearney closed public comments.

In response to Councilmember Suarez's questions, SBCCOG staff stated that routes can be explored to calm traffic on 147th Street.

City Manager Moore commented that bicycles or mopeds should not be driven on sidewalks.

A motion was made by Councilmember Suarez and seconded by Mayor Pro Tem Kearney to approve the current draft of the City's Local Travel Network Refinements Ad Hoc Committee Rev. 9/10/24; request SBCCOG to bring back a Measure M application and look into potential funding for 147th Street traffic calming. The motion passed by a vote of 4-1 with Mayor Pullen-Miles absent.

17. Report of Attendance at Meetings

Councilmember Talavera met with Resident Andrew Blackney, attended the Senior's New Year Lunch, and thanked staff for the Lawndalian Newsletter.

Councilmember Suarez requested a code enforcement cases report, asked which information of code cases is public information and if a site plan is a public record.

Municipal Services Director Reyes responded that code case information becomes public record after cases close.

City Manager Moore responded that site plans are public records; however, site plans cannot be duplicated.

Councilmember Cuevas wished everyone a Happy New Year.

Mayor Pro Tem Kearney attended the Neighborhood Watch Meeting, Senior's New Year Lunch and asked if staff can look into installing traffic barriers to keep vehicles from driving into crowds.

L. ADJOURNMENT

Approved: January 21, 2025

Mayor Pro Tem Kearney closed the meeting in memory of Frances Moreno Kisselburg and Sharlene Marie Horner Howard. Frances Moreno Kisselburg was a long-time resident of Lawndale. Sharlene Marie Horner Howard was involved with the Boy Scout Program and retired from the Lawndale Elementary School District.

| There being no further business to c | onduct, Mayor Pro Tem Kearney adjourned the meeting at 9:09 p.m. |
|--------------------------------------|------------------------------------------------------------------|
| | |
| Robert Pullen-Miles, Mayor | |
| Erica Harbison, City Clerk | |



CITY OF LAWNDALE

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

DATE: January 21, 2025

Honorable Mayor and City Council TO:

FROM: Sean M. Moore, City Manager

Jason Minter, Community Services Director PREPARED BY:

SUBJECT: Approval of the Youth Development Center Conceptual Design

BACKGROUND

In December 2023 the Community Services Department released a Request for Proposals (RFP) soliciting proposals to design the Lawndale Youth Development Center and Skatepark. As a result of the RFP there were 8 proposals received, with the recommended award of the design contract going to BOA Architecture of Long Beach.

In March 2024 the City Council approved a Phase One Services Agreement in the amount of \$157,000 to BOA Architecture (Attachment A). The Phase One Agreement included the following tasks:

- Pre-design, including a kickoff meeting, obtaining as-built drawings, project management, cost and work plan, site observations and assessments, and measurements and photos:
- Community Outreach, including a project site meeting, community collective/vision meeting, final draft master plan meeting, and refine meeting, and a final master plan meeting;
- Completion of property and environmental reports, including land and soils surveys, topographical land survey reports,
- geotechnical and percolation testing, and hazardous materials testing; and Deliverables, including CAD renderings, continuously evolving technical conceptual designs, necessary number of cityrequired revisions, final conceptual designs, and cost estimates for presentation of a final conceptual design.

In July 2024 Community Services Department staff, along with representatives from BOA Architecture, presented 4 design options to City Council, each with a list of amenities and estimated project costs. After public comment and questions, the Council direction was to pursue option D (Attachment B), including the following:

- Keep the 2 story version of the project with Municipal Services Offices and Cable on the second floor, and the first floor a dedicated Youth Development Center;
- Include the skatepark on the west side of the parcel;
- Eliminate the parking lot portion (northwest corner of Burin Ave. and De Oro Lane) to a later phase of the project when additional funding can be obtained;
- Reduce the footprint/scope of the project from the estimated \$14,428,800 to get closer to the current budget of \$9,500,000; and
- Complete the community outreach meetings to get public input on the overall design.

In December 2024 staff met with representatives from BOA Architecture to review the updated final conceptual design. Staff reviewed the proposed design with members of the Municipal Services Department and City Cable to ensure their needs were being met by the design. BOA made the final adjustments, incorporating the landscape design and skatepark features, which are now ready to be presented to the City Council.

STAFF REVIEW

The Lawndale Youth Development Center and Skatepark will be a landmark facility in the City, which will have a positive impact on the youth in the community for decades to come. This unique project combines city office space, a cable TV studio, a teen center and resource facility, and a skatepark all on one property. The effort put into the design of this facility has been shared by multiple departments, a team of architects, and community input, all with the goal of making the Youth Development Center and Skatepark a critical focal point for youth and teen programs, public engagement, community enrichment, and the overall enhancement of the Lawndale community.

The conceptual design being presented at this time has incorporated community feedback, along with input from the City staff included in the facility, to ensure that there is adequate public access, while maintaining a multi-purpose feel to allow a variety of programming, training, and counseling opportunities. The teen center itself includes the following components:

- A dedicated teen center entrance off of De Oro Lane for teen center participants only;
- A large room for teens to gather, watch movies, play games, do homework, study, and hangout with their peers;
- A pantry for snacks and drinks that will be available at a nominal cost;
- Office space for staff to create programs, meet with students, parents or service providers, all with sight lines of the rest
 of the teen center;
- A patio for special events, job fairs, college fairs, etc., complete with a stage for entertainment if needed;
- A development and resource room with separate counseling offices that will be multipurpose in nature with movable furniture, audio visual connections, a service counter, and more;
- A small multi-purpose room for club meetings, study groups, homework sessions, etc.; and
- Restrooms dedicated to the teen center.

The first floor of the facility will also include a separate public entrance for direct access to the Municipal Services Department (MSD) and the Cable TV studio that will be housed on the second floor. This entrance will be located off of Burin Avenue, at the southeast corner of the building. The entrance will give the public both elevator and stair access to the second floor where there will be a small waiting area with a counter to give the public easy access to the department. There is also a breakroom, restrooms, and storage for both the MSD and cable staff.

The skatepark itself is roughly 9,500 square feet, with a series of elements that combine beginner and intermediate skill levels. The skatepark perimeter will be fenced, allowing staff to secure it at night or during periods of inclement weather where it would be unsafe to have the skatepark open. There will be landscaping around the skatepark, with a buffer to separate the skatepark from the teen center patio.

Overall the Youth Development Center has been designed to complement the architectural style of the nearby Public Library and the Harold Hofmann Community Center. The design features sloped roofs for easier maintenance and better drainage, modern styling and furniture, and large windows for natural light. The Youth Development Center will provide many programs and opportunities to the community, while housing critical staff functions for the overall quality of life in the City of Lawndale.

ENVIRONMENTAL ASSESSMENT

The Lawndale Youth Development Center project has been previously cleared by the California Natural Resources Agency (CNRA), the grant administrator for the State funding, with a "Notice of Exemption" filed by the City in October 2022. The project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15061(b)(3) and 15302 (Reconstruction). Pursuant to 24 CFR (Code of Federal Regulations) 58.35(a), the project is categorically excluded activity under Section 58.5(3)(iii)(A) Rehabilitation of buildings and improvements of public buildings under the following conditions: The facilities and improvements are in place and will not change in size or capacity by more than 20 percent.

LEGAL REVIEW

N/A

FISCAL IMPACT

The current budget allocation for this project is \$9,745,000. With the current construction costs estimated at \$11,477,180, additional funding will be required. In addition to construction costs, there will be costs for the creation of construction documents and the approval of an agreement for project management services. Finally, the actual construction costs will require a competitive bid, which could change the overall project cost as well.

The current funding is made up of the following:

- \$4,000,000 State Restricted Funding for the Youth Development Center Project
- \$4,000,000 Federal Restricted Funding for the Youth Development Center Project
- \$1,280,000 in Los Angeles County Recreation, Parks and Open Space Measure A Annual Allocation from FY 24/25 and previous
- \$285,000 in Los Angeles County Technical Assistance Program Allocation
- \$180,000 Los Angeles County Recreation, Parks and Open Space Measure A Annual Allocation for FY 25/26 due to be allocated in September 2025
- Total Funding: \$9,745,000

With an estimated project cost of \$11,477,180, and a budget of \$9,745,000, there is a gap of \$1,732,180. Without additional funding this excess in the project cost would come out of the City's General Fund Reserves. Staff is looking for guidance from council on funding.

RECOMMENDATION

Staff recommend that the City Council review and approve the proposed Conceptual Design for the Youth Development Center and Skatepark and affirm the Categorical Exemptions and Categorical Exclusion.

Attachments

Attachment A: Excerpt of Minutes.3.18.2024

Attachment B: Excerpt of Minutes.7.15.2024.pdf

Attachment C: Lawndale YDC - SD Presentation 1-21-2025

ATTACHMENT A Excerpt of Minutes from the 3/18/2024 City Council Meeting

A motion was made by Mayor Pro Tem Suarez and seconded by Councilmember Hofmann Gorman to approve the attached First Amendment to Contract Services Agreement to Use City Facilities between the City of Lawndale and Chapala Dance Academy, LLC for an amount not to exceed \$45,000.00. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

10. Lawndale Youth Development Center, Phase One Services Agreement

Recommendation: that the City Council 1.) Approve the attached Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center between the City and BOA Architecture at a cost not to exceed \$157,000.00; or 2.) Provide further direction.

Community Servies Director Estes presented the staff report.

Councilmember Kearney commented that he prefers option 2, with an extension of the building to the building, no dog park, remove gardening, and keep De Oro Lane open.

Discussion ensued among the City Council regarding the inclusion of a skatepark, dog park, parking, and funding.

Mayor Pro Tem Suarez asked if the City will ask for community input.

Community Servies Director Estes responded that community input will be requested.

Mayor Pullen-Miles commented in favor of a passive park, a teen meeting space design, and on the projected costs of the agreement with BOA Architecture.

Councilmember Kearney asked who rates the proposals received in response to the City's request for proposals.

Community Servies Director Estes responded that staff from Municipal Services, Public Works and himself reviewed, and rated the proposals.

By Consensus, the City Council agreed to include a passive park.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to approve the attached Contract Services Agreement for Phase One Architectural, Design and Planning Services for the Lawndale Youth Development Center between the City and BOA Architecture at a cost not to exceed \$157,000.00. The motion passed by a vote of 4-0-1, with Councilmember Cuevas absent.

11. Community Development Department Permit Processing Timeline

Recommendation: that the City Council receive and file the Community Development Permit Processing Timeline report.

Community Development Manager Chavez presented the staff report.

ATTACHMENT B Excerpt of Minutes from the 7/15/2024 City Council Meeting

Discussion ensued among the City Councilmembers and staff regarding which groups may qualify for the Wall of Distinction.

Mayor Pullen-Miles opened public comments.

Deena Sopko, Resident, commented in favor of the Lawndale Women's Club being added to the Wall of Distinction.

Mayor Pullen-Miles closed public comments.

By consensus, the City Council agreed to add groups and/or organizations to the Wall of Distinction Policy and change the qualifying criteria to five years for organizations and two years for individuals.

8C. Approval of Youth Development Center Conceptual Design

-Recommendation: that the City Council review the four design options as presented along with their respective cost estimates, and provide staff direction as to which conceptual design, or combination of designs, they would like staff to pursue for the Youth Development Center Project.

City Manager Moore provided an overview of the Youth Development Center project.

Community Services Director Minter presented the staff report.

Councilmember Cuevas commented on housing city services in a different location from the youth center.

Mayor Pullen-Miles opened public comment.

Zion Delery, Resident, commented on the planned skate park, suggested water refilling stations, separate sections for skate experience, and electrical outlets.

Andres Soto, Hawthorne Resident, asked who will select the design, commented in favor of the youth center, and suggested mental health counseling for youth to be available.

Ryan, Resident, suggested a multifunctional media room.

Ignatius Lin, Resident, commented in favor of the youth center and asked if the public will be able to provide input on the design and on the resources that will be available at the youth center.

Mayor Pullen-Miles opened closed comment.

Community Services Director Minter provided information on the actions the City is taking to receive community input.

Mayor Pullen-Miles thanked the residents that commented on the project, commented on the resources that may be available, and mentioned that Larry R. Rudolph Park was designed by the

community.

Mayor Pro Tem Suarez asked if the City of Norwalk Teen Alliance Program visit will be open for everyone to attend, and commented on making resources available to the community once the youth center is built.

Community Services Director Minter responded that everyone will be invited to the City of Norwalk Teen Alliance Program visit.

In response to Councilmember Cuevas' question, Community Services Director Minter responded that the city services offices would have a separate access point.

Mayor Pullen-Miles commented that the funding is contingent upon the city housing city services in the youth center.

Councilmember Hofmann Gorman commented that she would like additional input from the youth.

City Manager Moore commented on the budget status for the youth center and recommended possibly scaling back on the design.

By consensus, the City Council selected conceptual design Option D for the Youth Development Center Project.

8D. Ratify the Unanticipated Emergency Repair of Two Public Works Vehicles

-Recommendation: that the City Council Ratify the Unanticipated Emergency Repair of Two Public Works Vehicles for a total amount of \$3,347.93.

Oversight Contract Project Manager Ansari presented the staff report.

City Attorney Murphy explained that it was brought forth to the City Council due to an unanticipated repair that bypassed the procurement of obtaining bids.

In response to Councilmember Hofmann Gorman's and Councilmember Kearney's questions, Oversight Contract Project Manager Ansari will provide the year of the vehicles and the repair business information.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to ratify the Unanticipated Emergency Repair of Two Public Works Vehicles for a total amount of \$3,347.93. The motion passed with a vote of 5-0.

8E. Approve Purchase of a Portable Pressure Washer



YOUTH DEVELOPMENT CENTER SCHEMATIC

YDC, MUNICIPAL SERVICES, CABLE DEPT, SKATE PARK

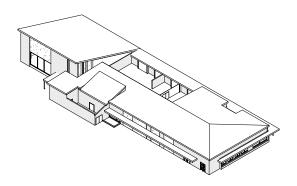




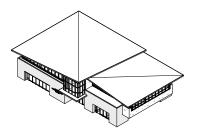




PROJECT TIMELINE



EXISTING



PROPOSED

Project Kick-Off April 3, 2024

Conducted Site Surveys

Preliminary Design Option May 16, 2024

Proceeded with Design Option for 2 Level Building

Community Outreach Meetings September, 2024

Schematic Design to Meet Desired Budget November, 2024

Reduced Size of Building

Present Schematic Design to City Council January, 2025











EXTERIOR







INTERIOR





SITE AND BUILDING PROGRAM

| Existing Municipal Services Program | | Schematic Design Site | Program | Schematic Design Building Program (2 Story) | | |
|---------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------|----------------------|--------------------------------------------------------------------|-----------------------------------------|--|
| Municipal Services Cable TV Historical Society Support and Circulation | 2,697 SF 1,024 SF 720 SF 3,231 SF | Teen Center Courtyard Skate Park | 2,250 SF 9,500 SF | First Level Teen Center Support, Circulation First Level Subtotal | 3,609 SF 1,170 SF 4,779 SF | |
| | | | | Second Level Municipal Services Cable TV Dept Support, Circulation | 1,682 SF 1,410 SF 1,703 SF | |
| | | | | Second Level Subtotal | 4,795 SF | |
| Total Existing Building | 7,672 SF | Site Subtotal | 11,750 SF | Total Building | 9,574 SF | |

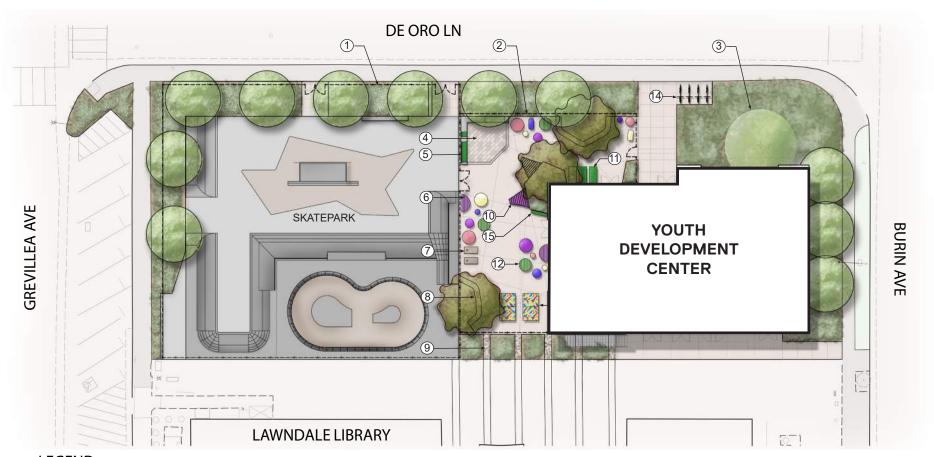
CONSTRUCTION COST ESTIMATE

| First Level | | | | |
|--------------------------------|-------|----|-------|--------------|
| Building Renovation | 3,855 | SF | \$850 | \$3,276,750 |
| Building Addition | 894 | SF | \$950 | \$849,300 |
| Second Level | | | | |
| Building Renovation | 0 | SF | \$850 | \$0 |
| Building Addition | 4,825 | SF | \$950 | \$4,583,750 |
| Circulation (Elevator, stairs) | | | | \$200,000 |
| | | , | | |
| Building Subtotal | 9,574 | SF | | \$8,909,800 |
| | | | | |
| Exterior Improvements | | | | |
| Skate park/Landscape | | SF | | \$924,000 |
| Shade Structure | | | | \$0 |
| Teen Center Courtyard | 2,500 | SF | | \$200,000 |
| 2 Stall Park Restroom | | | | \$400,000 |
| | | , | , | |
| Landscape Subtotal | 2,500 | SF | | \$1,524,000 |
| | | | | |
| 0 | | | | Φ40 477 000 |
| Subtotal | 4007 | | | \$10,433,800 |
| Contingency | 10% | | | \$1,043,380 |
| Total | | | | \$11,477,180 |









LEGEND

1 4' FENCE

- 6 POUF SEATING
- ① CHAISE SEATING

2 8' FENCE

- (7) CORNHOLE TABLES
- 12) METAL SLAT SEATING

- ③ EXISTING TREE
- 8 LOW PRECAST WALL 13 PING PONG

- (4) ENHANCED PAVERS
- ROCK COBBLE
- (14) BIKE RACK

- 5 DRAPE METAL BACK BENCH
- 10 STOOP SEATING
- 15 WASTE RECEPTACLES







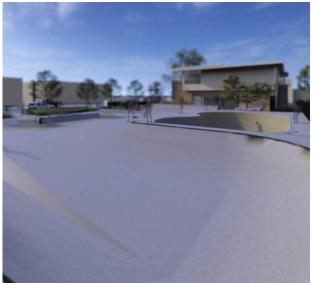












BUILDING DESIGN GOALS







Exterior design shall be consistent with other structures in the Civic Center vicinity

Provide a sloped roof to reduce the maintenance needs and provide future solar opportunities

Provide site connection between skate park and Youth Center

Provide separate entrances for Youth Center and Municipal Services

Maintain existing corner tree

Provide natural light for upper offices





DE ORO LANE

















COURTYARD RECREATION





OUTSIDE ENTRY LOBBY





Goals:

Create an inviting, "living room" atmosphere Areas for games and activities, movies, homework and creating community





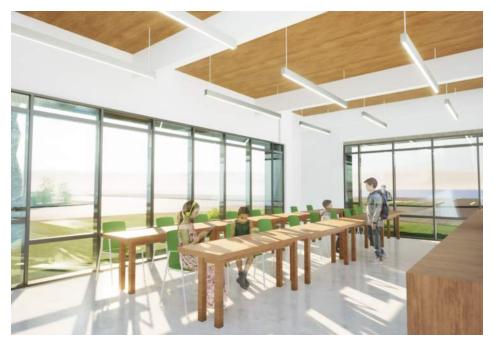




CAFE AND MOVIE AREA

GAME ZONE







DEVELOPMENT AND RESOURCE CENTER

Goal:

A room for seminars, job fairs, self and career development Provide rooms for private counseling



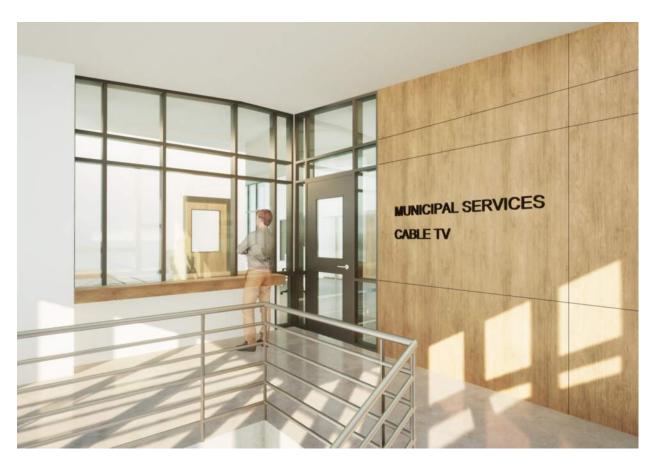












MUNICIPAL SERVICES PUBLIC COUNTER









CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: Quarterly Investment Report for the Quarter Ended December 31, 2024

BACKGROUND

The attached Quarterly Investment Report for the quarter ended December 31, 2024, is provided to City Council per the City of Lawndale's Investment Policy and State of California's Government Code Section 53646.

STAFF REVIEW

As of December 31, 2024, the City had total cash and investments (cost basis) of \$56,392,608 plus \$2,468,131 cash with fiscal agent held in a trust for the Lawndale Redevelopment Agency's Tax Allocation Bond 2009 issue, \$1,150 in petty cash and, \$784,582 maintained in two retirement enhancement plans for PARS.

The Federal reserve has cut interest rates 3 times in the past quarter for a total of 1%. This was the first time rates were cut since July 2023 bringing the target rate back to December 2022 levels. The State Local Agency Investment Fund (LAIF) had an interest rate of 3.96% on December 31, 2023, and has gone up to 4.4% as of December 31, 2024. Rates going forward are generally expected to gradually decrease, however at a slower pace. Inflation continues to remain high at over 3%. We continue to maintain a majority of cash in LAIF and the City's checking account. For the quarter ended December 31, 2024, the City has remained very liquid with 73.88% of our portfolio in on-demand accounts. The remainder of the portfolio includes 9.39% short-term (maturing in less than one year), 9.20% mid-term (one to three years maturity), and 7.53% long-term (maturing from three to five years) investments.

As interest rates have started to slowly come down, we look for opportunities to maximize returns on City funds. As the market continues to change we will keep a close watch and take advantage of any upcoming investments. Cash in bank will be monitored and is expected that more will be used to purchase either bonds or CD's to take advantage of interest to the extent possible. The goal is to maintain a healthy balance of cash while maximizing returns.

The investment program provides sufficient liquidity to meet six months of estimated expenditures. All investments are in compliance with California state code 503600 and the City of Lawndale Investment policy.



CITY OF LAWNDALE INVESTMENT REPORT

Summary of Investments For Quarter Ended December 31, 2024

| | Adjusted Cost Basis | Category Total | Percent of Portfolio |
|-----------------------------------------|---------------------|----------------|-------------------------|
| On Call Deposits | | | |
| Checking Accounts | 16,268,764 | | |
| LAIF State Pool | 25, 393,844 | 41,662,608 | 73.88% |
| Short-Term Investments (1 Year or Less) | | | |
| Time Deposits FDIC Insured | 5,296,000 | | 9.39% |
| US Government Agency Securities | - | 5,296,000 | |
| Medium-Term Investments (1 to 3 Years) | | | |
| Time Deposits FDIC Insured | 4,186,000 | | |
| US Government Agency Securities | 1,000,000 | 5,186,000 | 9.20% |
| Long-Term Investments (3 to 5 Years) | | | |
| Time Deposits FDIC Insured | 248,000 | | |
| US Government Agency Securities | 4,000,000 | 4,248,000.00 | 7.53% |
| Total Cash and Investments | | 56,392,608 | 100.00% |

LEGAL REVIEW

The City Attorney's office has reviewed this staff report and approved it as to form.

FISCAL IMPACT

None.

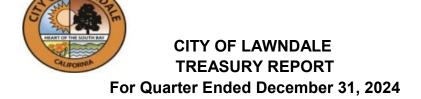
RECOMMENDATION

Staff recommends that the City Council receive and file the Quarterly Investment Report for the quarter ended December 31, 2024.

Attachments

Attachement Q2 Investment FY 25.pdf

ATTACHMENT A



| Total Cash and Investments | | 59,646,470 |
|-----------------------------------------------------------------------|---------|------------|
| PARS/ City of Lawndale Excess Benefit Trust - US Bank | 18,155 | 784,582 |
| Public Agency Retirement Services (PARS)- Retirement Enhancement Plan | 766,427 | |
| Petty Cash | | 1,150 |
| Cash w/Fiscal Agent | | 2,468,131 |
| Investments | | 40,123,844 |
| Cash | | 16,268,764 |



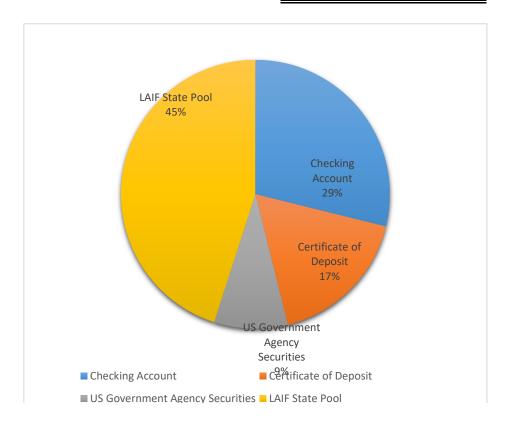
CITY OF LAWNDALE INVESTMENT REPORT

Portfolio Statistics
For Quarter Ended December 31, 2024

Portfolio Composition

| Investment Type | Market Value |
|---------------------------------|--------------|
| Checking Account | 16,268,764 |
| Certificate of Deposit | 9,732,080 |
| US Government Agency Securities | 4,982,361 |
| LAIF State Pool | 25,393,844 |

TOTAL 56,377,049



CITY OF LAWNDALE DETAIL OF INVESTMENTS

For Quarter Ended December 31, 2024

| | | | Moody's/ S&P | Purchase | Maturity/ | Days to | Yield to | | | (memo only) |
|-----------------------------------------|------------|-------------|--------------|----------|-------------|----------|----------|------------|----------------|--------------|
| | Par Value | Coupon Rate | Rating | Date | Called Date | Maturity | Maturity | Cost Basis | Category total | Market Value |
| On Call Deposits | | - | | | | | - | | | |
| Checking Account- Wells Fargo | 15,111,170 | N/A | N/A | | Demand | 1 | None | 15,111,170 | | 15,111,170 |
| Municipal Investment Account - US Bank | 1,157,595 | N/A | N/A | | Demand | 1 | None | 1,157,595 | | 1,157,595 |
| Local Agency Investment Fund- City of | | | | | | | | | | |
| Lawndale | 25,392,272 | N/A | N/A | | Demand | 1 | 0.20% | 25,392,272 | | 25,392,272 |
| Local Agency Investment Fund- Lawndale | | | | | | | | | | |
| Housing Authority | 1,572 | N/A | N/A | | Demand | 1 | 0.20% | 1,572 | | 1,572 |
| On Call Deposits | 41,662,608 | _ | | | | | | | 41,662,608 | 41,662,608 |
| Short-Term Investments (1 Year or Less) | | | | | | | | | | |
| Time Deposits: | | | | | | | | | | |
| First Financial Bank USA | 249,000 | 3.00% | FDIC | 7/22 | 1/10/2025 | 10 | 3.00% | 249,000 | | 248,909 |
| Baxter Credit Union | 249,000 | 4.80% | FDIC | 1/23 | 1/24/2025 | 24 | 4.80% | 249,000 | _ | 249,103 |
| Flagstar Bk Natl | 238,000 | 4.95% | FDIC | 2/24 | 2/13/2025 | 44 | 4.95% | 238,000 | _ | 238,166 |
| Technology Cr Un San | 248,000 | 5.05% | FDIC | 2/24 | 2/21/2025 | 52 | 5.05% | 248,000 | _ | 248,239 |
| Trustone Finl Cr UN | 248,000 | 5.00% | FDIC | 2/24 | 2/27/2025 | 58 | 5.00% | 248,000 | _ | 248,247 |
| Keybank NA OH | 243,000 | 5.00% | FDIC | 3/23 | 3/17/2025 | 76 | 5.00% | 243,000 | _ | 243,382 |
| Libertyone CR UN Dallas | 248,000 | 5.05% | FDIC | 4/24 | 4/17/2025 | 107 | 5.05% | 248,000 | _ | 248,495 |
| TBK Bank SSB CD | 237,000 | 5.05% | FDIC | 4/24 | 4/17/2025 | 107 | 5.05% | 237,000 | _ | 237,532 |
| Bank of Lexington | 237,000 | 5.05% | FDIC | 4/24 | 4/17/2025 | 107 | 5.05% | 237,000 | _ | 237,474 |
| Charles Schwab Bank | 237,000 | 5.40% | FDIC | 6/24 | 6/12/2025 | 163 | 5.40% | 237,000 | _ | 238,131 |
| Merchantile Bank | 237,000 | 5.35% | FDIC | 6/24 | 6/13/2025 | 164 | 5.35% | 237,000 | _ | 238,088 |
| Comerica Bk | 237,000 | 5.35% | FDIC | 6/24 | 6/26/2025 | 177 | 5.35% | 237,000 | _ | 238,185 |
| Discover Bank | 246,000 | 3.25% | FDIC | 7/22 | 7/14/2025 | 195 | 3.25% | 246,000 | _ | 244,706 |
| Connexus Credit Union | 248,000 | 5.20% | FDIC | 7/23 | 7/14/2025 | 195 | 5.20% | 248,000 | _ | 249,305 |
| Goldman Sachs | 245,000 | 4.00% | FDIC | 8/24 | 8/13/2025 | 225 | 4.00% | 245,000 | _ | 244,650 |
| Toyota Financial Savings CD | 247,000 | 0.70% | FDIC | 8/21 | 8/26/2025 | 238 | 0.70% | 247,000 | _ | 241,461 |
| California Credit Union | 240,000 | 5.40% | FDIC | 8/23 | 8/28/2025 | 240 | 5.40% | 240,000 | _ | 241,992 |
| BNY Mellon NA INSTL CTF DEP | 243,000 | 4.95% | FDIC | 4/24 | 10/15/2025 | 288 | 4.95% | 243,000 | _ | 244,447 |
| First State Bank | 179,000 | 5.00% | FDIC | 4/24 | 10/20/2025 | 293 | 5.00% | 179,000 | _ | 180,203 |
| Keypoint Credit Union | 249,000 | 4.35% | FDIC | 10/24 | 10/30/2025 | 303 | 4.35% | 249,000 | - | 249,376 |
| Preferred Bk | 248,000 | 5.10% | FDIC | 6/24 | 12/5/2025 | 339 | 5.10% | 248,000 | - | 250,166 |
| Western Alliance Bank | 243,000 | 5.20% | FDIC | 6/24 | 12/19/2025 | 353 | 5.20% | 243,000 | _ | 245,496 |
| | 5,296,000 | | | | | | - | 5,296,000 | <u>-</u> | 5,305,754 |
| US Government Agency Securities: | | | | | | | _ | | _ | |
| | | _ | | | | | <u>-</u> | - | _ | |
| | | _ | | | | | - | - | _ | - |
| Short-Term Investments (1 Year or Less) | 5,296,000 | | | | | | | | 5,296,000 | 5,305,754 |

| Medium-Term Investments (1 to 3 Years) | | | | | | | | | | |
|-----------------------------------------------------|------------------------|-------|---------|-------|------------|-------|--------|-----------|------------|------------------------|
| Time Deposits: | | | | | | | | | | |
| Numerica Cr Un | 249,000 | 4.75% | FDIC | 2/24 | 3/2/2026 | 426 | 4.75% | 249,000 | | 250,824 |
| First GTY Bk | 244,000 | 4.15% | FDIC | 9/24 | 3/6/2026 | 430 | 4.15% | 244,000 | | 244,088 |
| Eaglebank | 248,000 | 5.05% | FDIC | 6/24 | 6/25/2026 | 541 | 5.05% | 248,000 | | 251,473 |
| Customers Bank CD | 245,000 | 4.00% | FDIC | 8/24 | 8/17/2026 | 594 | 4.00% | 245,000 | | 244,706 |
| Rize FCU CD | 249,000 | 4.15% | FDIC | 8/24 | 8/20/2026 | 597 | 4.15% | 249,000 | | 249,360 |
| Synchrony Bank Draper UT CD | 247,000 | 0.90% | FDIC | 8/21 | 8/27/2026 | 604 | 0.90% | 247,000 | | 235,072 |
| Chartway Federal Credit Union | 240,000 | 5.30% | FDIC | 8/23 | 8/28/2026 | 605 | 5.30% | 240,000 | _ | 244,847 |
| Medallion Bank UT CD | 247,000 | 0.85% | FDIC | 8/21 | 8/31/2026 | 608 | 0.85% | 247,000 | _ | 234,263 |
| UBS Bank USA CD | 247,000 | 0.95% | FDIC | 9/21 | 9/9/2026 | 617 | 0.95% | 247,000 | _ | 234,493 |
| Bank of America | 245,000 | 3.95% | FDIC | 9/24 | 9/11/2026 | 619 | 3.95% | 245,000 | _ | 244,585 |
| First Fndtn Bank | 243,000 | 5.00% | FDIC | 6/24 | 12/14/2026 | 713 | 5.00% | 243,000 | _ | 247,492 |
| Valley Natl Bk | 247,000 | 4.45% | FDIC | 2/24 | 2/22/2027 | 783 | 4.45% | 247,000 | | 249,227 |
| Spokane Teachers CR UN CD | 248,000 | 4.75% | FDIC | 4/24 | 4/15/2027 | 835 | 4.75% | 248,000 | | 251,999 |
| Wexford Community Credit Union | 248,000 | 4.75% | FDIC | 6/24 | 6/28/2027 | 909 | 4.75% | 248,000 | | 252,380 |
| First Technology FCU CD | 249,000 | 4.10% | FDIC | 8/24 | 8/20/2027 | 962 | 4.10% | 249,000 | | 249,597 |
| First Merchants Bank | 245,000 | 3.75% | FDIC | 9/24 | 9/10/2027 | 983 | 3.75% | 245,000 | | 243,395 |
| American Express Natl BK | 245,000 | 3.85% | FDIC | 9/24 | 9/13/2027 | 986 | 3.85% | 245,000 | _ | 244,106 |
| Federal Home Loan Banks | 1,000,000 1,000,000 | | | | | | _ | 1,000,000 | - | 1,004,658 1,004,658 |
| Medium-Term Investments (1 - 3 Years) | 5,186,000 | | | | | | | - | 5,186,000 | 5,176,564 |
| Long-Term Investments (3 to 5 Years) Time Deposits: | | | | | | | | | | |
| Empower Fed Cr Union | 248,000 | 4.75% | FDIC | 6/24 | 6/26/2028 | 1,273 | 4.75% | 248,000 | | 254,420 |
| US Government Agency Securities: | | | | | | | | | | |
| Federal Farm Cr Bks | 1,000,000 | 5.08% | Aaa/AA+ | 8/24 | 8/14/2028 | 1,322 | 5.08% | 1,000,000 | | 998,929 |
| Federal Farm Cr Bks | 1,000,000 | 5.42% | Aaa/AA+ | 4/24 | 4/16/2029 | 1,567 | 5.420% | 1,000,000 | | 997,807 |
| Federal Natl Mtg Assn | 1,000,000 | 5.63% | Aaa/AA+ | 4/24 | 4/16/2029 | 1,567 | 5.625% | 1,000,000 | | 1,000,090 |
| Federal Home Loan Banks | 1,000,000 | 4.20% | Aaa/AA+ | 10/24 | 10/9/2029 | 1,743 | 4.200% | 1,000,000 | | 980,876 |
| | 4,000,000 | | | | | | _ | 4,000,000 | - | 3,977,703 |
| Long-Term Investments (3 to 5 Years) | 4,248,000 | | | | | | | - | 4,248,000 | 4,232,123 |
| Total Cash and Investments | 56,392,608 | | | | | | | = | 56,392,608 | 56,377,049 |



CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Peter Kann, Community Development Director

SUBJECT: Discussion of the Existing Software Used by City Departments

BACKGROUND

The City uses various software solutions to aid in the daily functions of numerous departments. At one time, Community Development, Municipal Services, and Public Works were all under one software solution, which was CityView. However, since 2021, the Code Enforcement and Animal Control divisions of Municipal Services have migrated over to Citizenserve.

Below is a summary of the software being currently used by the various departments within the City:

Community Development has been using CityView since 2007. Functions include monitoring planning applications and entitlements, record keeping, and issuing building and planning permits.

Public Works has been using CityView since 2007. Functions include issuance of encroachment permits and tracking inspections.

Municipal Services has been using Citizenserve since 2021. Functions include tracking and monitoring code enforcement and animal control cases as well as record keeping for animal vaccination and registration.

Finance has been using Citizenserve since 2019. Functions include day-to-day administration of Finance reports and business license applications.

The annual costs for the software are:

CityView - \$25,500 (with an annual increase of up to 5%)

Citizenserve - \$28,800 (the number of users is factored in the annual costs)

ANALYSIS

Some departments prefer keeping their existing software while other departments would prefer finding a new software solution to obtain new and expanded services. For example, Community Development prefers to keep CityView because it can issue building permits, track site plans, and entitlement applications as well as maintain historical permit and entitlement data since first using CityView.

However, CityView is not the preferred software for the Municipal Services Department, who left CityView and migrated to Citizenserve. Municipal Services is considering seeking other software alternatives. Common issues are data search inquiries not finding the appropriate records as well as current up-to-date information about animal control matters. The data migration and process implementation took a lot of staff time due to fixing glitches or correcting data errors made during the migration. Staff have also mentioned that residents have encountered issues with accessing their online accounts through Citizenserve or have encountered issues when generating dog license renewal notices.

The use of various software also impacts communication and efficiency between departments as information and data is not easily accessible between departments. The different software's do not communicate or interact with one another, causing delays in getting updates and information on property data, permit and enforcement case information, and entitlement status, which can cause miscommunication of information between departments and delays moving forward with enforcement cases or development projects.

In addition, the current software solutions do not allow customers to pay for permits and entitlements online or view permits and application status through an accessible online portal. Implementing such a feature would add a more convenient option for customers to apply or follow up on an application and improve transparency on application or project status and more easily access publicly available information on properties.

An example of a common feature requested by staff includes a GIS-based interface that would allow numerous actions to be performed when selecting a parcel. Desired actions include tasks such as viewing zoning and property information, viewing permit records, viewing and managing code enforcement and animal control cases, reviewing and issuing permits and entitlements, keeping track of any public right-of-way improvements and permits. The benefit of implementing such feature would allow staff to view all information on properties in real time under one software, improving communication and efficiency between departments.

In summary, the purpose of this report is to keep the City Council informed about the existing software used and future software needs for the day-to-day operations of the various City Departments.

STAFF REVIEW

Staff is seeking direction from the City Council regarding the City's direction regarding implementation of the existing and/or future software:

Should staff continue using CityView, and migrate all departments back to CityView, with expanded features and services?

Should staff maintain the status quo of different software for each City Department?

Should staff seek a Request for Proposal (RFP) to software companies to integrate the functions of the various departments into one software?

City staff have communicated with the different vendors for possible solutions to improve services as requested by the City Council and the public.

LEGAL REVIEW



FISCAL IMPACT

Discussion for the City Council's direction will not have a Fiscal Impact.

RECOMMENDATION

Staff recommends that the City Council provide City Staff with direction.

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Attachments

Attachment A - License Agreement Amendment with Harris Computer (2).pdf

Attachment A
License Agreement Amendment with Harris Computer





AMENDMENT No. 1

TO

LICENSE AND SUPPORT AGREEMENT

| THIS AMENDMENT | NO. 1 to the License and Support Agreement (the "Amendment") is dated and made effective |
|----------------------|------------------------------------------------------------------------------------------|
| on | by and between N. Harris Computer Corporation ("CityView") and the City of |
| Lawndale, CA (Licens | ee). |

RECITALS

WHEREAS, the parties entered into a Software License and Support Agreement dated September 26, 2007 (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

- 1 Amended Terms Software and Support-Related Services
- 1.1 The Schedule A to the Agreement shall be amended by adding the attached Schedule A of this Amendment No. 1 to the end of Schedule A of the Agreement.

2 General Provisions

- 2.1 No Other Amendments. Except as specifically modified by this Amendment, the terms of the Agreement, including its schedules, attachments, appendices, and exhibits, shall remain unchanged and in full force and effect and the parties hereto confirm and agree to be bound by all the terms and provisions of the Agreement as amended hereby.
- 2.2 <u>Entire Agreement; Amendment; Waiver</u>. The Agreement, as amended by this Amendment, sets forth the entire agreement and understanding of the parties hereto with respect to the matters contemplated by the Agreement and this Amendment, and supersedes all prior agreements, arrangements, and understandings (whether oral or written) relating to the subject matter thereof. The Agreement may not be amended, waived, discharged, or terminated other than by a written instrument signed by the party against whom enforcement of such amendment, waiver, discharge, or termination is sought.
- 2.3 <u>Counterparts</u>. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 2.4 <u>Binding Effect</u>. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- 2.5 If any provision of this Amendment shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Amendment shall not be affected thereby. The titles and subtitles used in this Amendment are for convenience only and are not to be considered in construing or interpreting any term or provision of the Amendment.





IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above through their duly authorized representatives.

| ACCEPTED | ACCEPTED |
|---------------------------------|--------------------------------|
| CityView Authorized Signature: | Licensee Authorized Signature: |
| | |
| | |
| | |
| | |
| | |
| | |
| Print name: Susan McCormick | Print name: Sean M. Moore |
| Title: Evecutive Vice President | Title: City Manager |
| Title: Executive Vice-President | Title: City Manager |
| | |
| Date: | Date: |





SCHEDULE A DESCRIPTION OF SOFTWARE, SOFTWARE & MAINTENANCE FEES, PAYMENT MILESTONES AND DELIVERABLES

This is Schedule 'A' attached to and made part of the Software License and Support Agreement dated , September 26, 2007, as updated by the execution of this Agreement by and between CityView and the City of Lawndale, CA.

1 <u>LICENSED CITYVIEW USER SOFTWARE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A"</u> AND NOW SUBJECT TO THIS AGREEMENT

| Product Description |
|-----------------------------------------------------|
| 10 CityView Concurrent Application Client – Desktop |
| |

2 <u>LICENSED CITYVIEW MODULES – NOW SUBJECT TO 10 MAXIMUM CONCURRENT READ-WRITE</u>
<u>USERS BUT WHICH WERE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" BUT WHICH IS NOW SUBJECT TO THIS AGREEMENT.</u>

| CityView Property Information | | | |
|--------------------------------|--|--|--|
| CityView Permits & Inspections | | | |
| CityView Planning | | | |
| CityView Code Enforcement | | | |
| | | | |

3 <u>CITYVIEW ADD-ONS PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" AND NOW SUBJECT TO THIS AGREEMENT</u>

| 1 site license | CityView Server |
|----------------|---------------------------------------------------------------|
| 1 site license | CityView Configuration Console (formerly Application Builder) |
| | |

4 NEW SOFTWARE MODULES, USER LICENSES AND ADD-ONS ADDED AS OF AND NOW SUBJECT TO THIS AGREEMENT

CityView Modules, User Licenses and Add-Ons

| 2 processes | CityView Portal for Planning, Permits & Inspections, and Property |
|----------------|-------------------------------------------------------------------|
| 1 site license | CityView Cashiering (Partial (1/2) license for Portal payments) |
| 1 site license | CityView Payment Processor Extension (Paymentus) |





5 PAYMENT MILESTONES AND TERMS

| Software Licensing | Deliverables | Payment Milestone | Payment Terms |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------|
| CityView Portal (licensed for Planning, Permits & Inspections, and Property) CityView Cashiering (Partial (1/2) license for Portal payments) CityView Payment Processor Extension (Paymentus) | CityView will: • Set up as a client on FTP & CityView Connect • Provide documentation to download the latest version of CityView from the FTP & CityView Connect site • Send the licensing key for CityView Licenses • Provide documentation to download the Solutions from the FTP & CityView Connect site | \$20,250 | Invoiced on execution of the contract and due net 30 days |

| Mandatory Annual Software Maintenance | Deliverables | Payment Milestone | Payment Terms |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------|
| Annual Software Maintenance (year 1 – subject to annual revision and pro-rated to the current renewal period) | Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect • Support for in-scope, CityView-delivered customizations to product and Select configuration | \$5,063 | Invoiced on execution of the contract and due net 30 days |





CONTRACTUAL SERVICES AGREEMENT

| This Contractual Services Agreement (th | e "Agreement") made a | and entered into this | | day of | | | |
|-----------------------------------------------------------------------------------------------------|-----------------------|-----------------------|----|--------|--|--|--|
| 2024 between N. Harris Computer Corporation ("CityView" and "Vendor"), and the City of Lawndale, CA | | | | | | | |
| ("Licensee" and "City") is effective as of | | (the "Effective Date" |). | | | | |

RECITALS

- A CityView and Licensee have entered into a Software License and Support Agreement on September 26, 2007 ("License Agreement")
- B The City, as Licensee requires certain professional services to be provided for new Software Modules licensed under the License Agreement
- C CityView shall provide such services pursuant to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and CityView agree as follows:

6 <u>DEFINITION</u>

- 6.1 "Confidential Information" means the Software and all information or material that either party treats as confidential which is:
- 6.1.1 Marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,
- 6.1.2 Known by the parties to be considered confidential or proprietary, or
- 6.1.3 Which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.
- 6.2 Confidential Information does not include information to the extent that such information is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;
- 6.2.1 Was previously known to the receiving party as evidenced by its written records;
- 6.2.2 Is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or
- 6.2.3 Is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

7 CONFIDENTIALITY OBLIGATIONS

7.1 Each of the parties agrees:





- 7.1.1 To maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- 7.1.2 Not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- 7.1.3 Not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;
- 7.1.4 Not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
- 7.1.5 To take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

8 SERVICES

8.1 The Statement of Work below generally describes the requirements of both parties to implement the new Software Modules that are being licensed under the License and Support Agreement and which are more fully described in the Statement of Work. Previously licensed Software and Modules are not affected by this Agreement and the Statement of Work.

9 SCHEDULE OF WORK

9.1 Generally, CityView's implementation services bench is booked 60-90 days in advance. The City will be added to the schedule after the Agreement is executed.

10 DATA CONVERSION

10.1 In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. CityView will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, CityView either will not bring that data in or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.

11 WARRANTY

- 11.1 Vendor's sole warranty in relation to the services are the services shall be provided in a professional and workmanlike manner, and that the Vendor shall diligently perform its duties under the Statement of Work.
- 11.2 The City shall diligently perform its duties under the Statement of Work.





- 11.3 **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE CITY "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.
- 11.4 CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- 11.5 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE CITY'S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

12 PAYMENT

12.1 The City shall pay Vendor the amounts as detailed in the Statement of Work at the times detailed therein or as otherwise invoiced by Vendor. The non-payment of any invoice will permit the Vendor to suspend all further services upon the provision of notice to the City. Any suspension shall automatically suspend any required time frames of delivery in the Statement of Work and the Vendor shall be permitted to update at its discretion new delivery dates. Any suspension of services shall be lifted once the City has paid all outstanding invoices or other required payments. The Vendor shall act in a commercially reasonable manner when the Vendor updates all delivery dates in the Statement of Work. This section shall survive the termination of this Agreement.

13 PRICING

13.1 The pricing in this agreement is provided in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView's policy that the Price Proposal not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the Price Proposal shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to CityView as a result of, or in connection with, the submission of this Proposal, City shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

14 REMEDIES

14.1 The City and the Vendor recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the City's remedies and the Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.





15 LIMITATION OF LIABILITY

- 15.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY CITY PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- 15.2 IN NO EVENT SHALL CITYVIEW, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16 INTENT

16.1 The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

17 REMEDIES

17.1 Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

18 FORMAL COMPLETION STATEMENT.

18.1 No later than thirty days past go-live of the software solution, the Customer shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully (the "Statement of Completion"). In case of a partial go-live this shall refer to the part of the solution that has gone live.

19 EXPIRATION

19.1 Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Statement of Completion from the City. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.





20 TERMINATION

- 20.1 Events of Default. Each of the following events shall constitute an "Event of Default":
- 20.1.1 The Vendor shall fail to observe, perform or comply with any material term of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues fully uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure
- 20.1.2 The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.
- 20.2 Termination Upon Event of Default.
- 20.2.1 In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.

21 TERMINATION BY VENDOR

21.1 Vendor may terminate this Agreement only upon the breach by the City of a material provision of this Agreement.

22 PAYMENT UPON TERMINATION

22.1 Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

23 SURVIVAL

- 23.1 Sections 6, 7, 12, 13, 14, 15, 16, 17, 22 & 24 shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement. Counterparts
- 23.2 This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

24 GOVERNING LAW

24.1 The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of California without reference to principles of conflict of laws. This section shall survive the termination of this agreement.





25 ENTIRE AGREEMENT

25.1 This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. The License and Support Agreement is a completely separate agreement and does not form part of this Agreement.

26 ASSIGNMENT

26.1 Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to an affiliate of such party or to successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

27 SUCCESSORS AND ASSIGNS

27.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

28 SEVERABILITY

28.1 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

29 WAIVER

29.1 No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

30 ALLOCATION OF RISK

30.1 City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.





IN WITNESS WHEREOF, Licensee and CityView have executed this Contract as evidenced by dual signature below.

| ACCEPTED | ACCEPTED |
|---------------------------------|--------------------------------|
| CityView Authorized Signature: | Customer Authorized Signature: |
| | |
| | |
| | |
| | |
| | |
| | |
| Print name: Susan McCormick | Print name: Sean M. Moore |
| | |
| Title: Executive Vice President | Title: City Manager |
| | |
| Date: | Date: |
| | |





Quotation for Payment Processing & Portal – PROPRIETARY AND CONFIDENTIAL

| | DESCRI | PTION | |
|-------------------|------------------|-----------------|------------------|
| Request Date: | August 13,2024 | Valid Until: | October 30, 2024 |
| Client / Project: | City of Lawndale | | |
| Requestor: | Sean Moore | Created By | Lewis Gouge |

Description of the Requested License/Services:

The City of Lawndale would like to add CityView Portal and payment processing to its CityView solution. This will allow the City to receive payments online for permits and planning/development applications. This quotation includes the licensing of the following CityView functionality: CityView Portal, CityView Cashiering (1/2 license for portal payments only), and CityView Supported Payment Processor (the city will need to engage with either Paymentus or Invoice Cloud for a payment gateway services). The services include setting up CityView Portal, enabling CityView Cashiering for portal payments, and enabling the CityView-Supported Payment Processor functionality for either Paymentus or Invoice Cloud after the City of Lawndale engages with one the preferred payment gateways for payment processing services. The services do not include any workflow, business rules, and/or application changes. The services include an upgrade to the current version of CityView (currently 2024.9).

CityView Portal (Permits & Planning/Development) - \$15,000
CityView Cashiering (1/2 license for Portal payments) - \$2,750
CityView-Supported Payment Processor
(Paymentus or Invoice Cloud integration)- \$2,500
Training Services - \$1,890
Implementation Services - \$22,860
Total: \$45,000

CityView Annual Software Maintenance year 1 (all software updates, 12/5 unlimited support) - subject to annual revision: \$5,063

The Mandatory Annual Software Maintenance (ASM) shall increase no greater than 5% per annum on the renewal date.

- The assumption is the City is happy with the way the fees are currently calculating in the system and/or they are comfortable with manually adjusting the fees to the correct values where necessary. There is no provision in this statement of work for CityView to reconfigure the City's fee schedule in CityView.
- The assumption is the City is going to manually post daily journal entries to their financial system. There is no provision in this statement of work for CityView to provide an automated export of payments to the financial (general ledger) system.

All Services are assumed to be remote. Should travel be required expenses will be invoiced as incurred and payable on a cost recovery basis. To include: costs of economy flights, rental car, hotel, other direct expenses, a per diem meal (no receipts provided) rate of \$65/day week days and \$110/day for weekend days and a travel time rate of \$100/h. Due net 30 days.

| List of attached do | ocuments: None | | |
|---------------------|-----------------------------------|------------------|-----|
| Cost: Total of \$45 | 5,000 USD plus pro-rated | ASM | |
| Total Estimated | \$45,000 (ASM is to be | Planned Delivery | TBD |
| Cost: | <pre>pro-rated - see terms)</pre> | Date: | IBD |
| Payment Terms: | As per the attached Term | s and Conditions | |





Terms and Conditions

1 PAYMENT TERMS

| Software Licensing | Deliverables | Payment Milestone | Payment Terms |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------|
| CityView Portal (licensed for Planning, Permits & Inspections, and Property) CityView Cashiering (Partial (1/2) license for Portal payments) CityView Payment Processor Extension (Paymentus) | CityView will: • Set up as a client on FTP & CityView Connect • Provide documentation to download the latest version of CityView from the FTP & CityView Connect site • Send the licensing key for CityView Licenses • Provide documentation to download the Solutions from the FTP & CityView Connect site | \$20,250 | Invoiced on execution of the contract and due net 30 days |

| Mandatory Annual Software Maintenance | Deliverables | Payment Milestone | Payment Terms |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------|
| Annual Software Maintenance (year 1 – subject to annual revision and pro-rated to the current renewal period) The Mandatory Annual Software Maintenance (ASM) shall increase no greater than 5% per annum on the renewal date. | Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect • Support for in-scope, CityView-delivered customizations to product and Select configuration | \$5,063 | Invoiced on execution of the contract and due net 30 days |

| Implementation Services | Deliverables | Payment Milestone | Payment Terms |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------|
| Project Management | Ongoing project facilitation, billing, issues resolution, escalation, resource allocation, scheduling, budget management, change orders etc. | \$ 1,500 | Invoiced on execution of this quotation and due net 30 days |
| Online Process Mapping and Configuration | Configuration of CityView Portal, enabling CityView Cashiering for portal payments, and enabling the CityView-Supported Payment Processor functionality for either Paymentus or Invoice Cloud after the City of Lawndale engages with one the preferred payment gateways for payment processing services. The services do not include any workflow, business rules, and/or application changes. Configuration based on completed Scope Document. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement. | \$ 10,000 | invoiced on commence ment of the process mapping sessions, due net 30 days; and, 50% invoiced on delivery of Scope |





| | | | Document, due net 30 days |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------|
| Validation and Refinements | Gather validation feedback. Identify in-scope vs. out of scope feedback. Resolve in-scope refinements arising out of the validation. Written acceptance by client is required. | \$ 5,500 | On completion of 1st Validation and Review session, due net 30 days |
| Quality Assurance and Environment Management | Installation of configured system into onsite environments (production and test). Setup and management of the remote development environment through the life of the project. | \$ 2,250 | Invoiced on delivery into Production, due net 30 days |
| End User Training (remote) and Go-Live Facilitation & Assistance (remote) | One half day of remote end user Portal Administration training and two days of remote Go-Live Facilitation & Assistance. | \$ 5,500 | Invoiced upon the first day of user training and due net 30 days |
| Total Implementation Services | | \$ 24,750 | |

2 PROJECT ACCEPTANCE

- 2.1 After delivery of the configuration changes to the City's Test environment, the City will undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.
- 2.2 After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the production environment. The City will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the City to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.
- 2.3 During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the City will continue with support through the Technical Support group.

3 CHANGE ORDER MANAGEMENT

3.1 To ensure timely and effective delivery of the project, the scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project to ensure that they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing any changes to the scope of the project. Any alterations to the project scope, budget, or schedule will be documented and authorized via the Change Control process.





- 3.2 A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and resources. Change Control requests can be raised by any member of the CityView or the City Project Teams.
- 3.3 The following steps will be followed with any changes to the baseline system:
- 3.3.1 The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources.
- 3.3.2 The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and the City's Project Manager is required.
- 3.3.3 Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting.

4 ISSUES AND PROBLEM RESOLUTION

- 4.1 An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.
- 4.2 The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to City Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the appropriate level.
- 4.3 Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.

4.4 Escalation Process:

- 4.4.1 CityView escalation levels in the order listed below:
 - Project Manager
 - Manager, Client Services
 - VP, Professional Services
- 4.4.2 City escalation levels in the order listed below:
 - Project Manager





- City Treasurer
- City Manager





Exhibit 1

Statement of Work

Through this Statement of Work, the City of Lawndale, CA will implement CityView Portal for Planning, Permits & Inspections, and Property along with the CityView Payment Processing (Paymentus) Extension into their live CityView system. This will also require implementation of CityView Cashiering. This Statement of Work covers the services to implementation of Portal, Payment Processing and Cashiering in a single phase. The project includes 1/2 day of remote Portal training for up to 10 users and 2 days of remote Go-Live assistance.

The following services will be provided pertaining to the migration to CityView Workspace.

- Project management of 8 hours
- 52 hours of setup and configuration of CityView Portal for Planning and Permits & Inspections, enabling CityView Cashiering for portal payments, and enabling the CityView-Supported Payment Processor functionality for either Paymentus or Invoice Cloud after the City of Lawndale engages with one the preferred payment gateways for payment processing services. The services do not include any workflow, business rules, and/or application changes except to enable the above functionality. Configuration based on completed Scope Document. The deliverable of this phase will be a Scope Document.
- 29 hours of in-scope refinements to Portal, payment processing, and cashiering to ensure the Portal and payment processing functions as per the Scope document.
- The City's SMEs will undertake validation testing of the Portal to ensure the current workflows are configured as per the signed off Scope Document. City will use CityView's Feedback system to log an issues.
- Once testing and refinements are complete, a single go live will be conducted. CityView has included up to 2 days of remote Go-Live assistance.
- One half (.5) days of end user training are included in this proposal for up to ten (10) users.

Exclusions & Assumptions:

No modifications to existing configuration are included in this quotation unless explicitly mentioned in this Statement of Work. This includes changes to existing reports or interfaces/integrations. Where existing scheduled processes trigger workflow, those updates will be made to reflect the workflow changes. Likewise existing letter templates will be linked into new workflow steps wherever it makes sense.

CityView is not responsible for providing or configuring hardware, virtual servers O/S settings, or IIS settings.



CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/Director of Human Resources

SUBJECT: Lobbyist Request for Proposals

BACKGROUND

At the July 15, 2024, City Council meeting, City Councilmember, Rhonda Hofmann Gorman, presented an item for City Council's discussion regarding the possibility of hiring a federal lobbyist. Based on City Council's discussion during this meeting, this item was continued to the September 16, 2024, meeting whereby staff presented a draft Request for Proposals (RFP) for cost services for further review and discussion. During this meeting, City Council approved the draft RFP and provided staff with direction to proceed.

On September 30, 2024, staff advertised the attached RFP to obtain competitive bids from experienced firms to provided professional legislative lobbying services. Four (4) firms responded to the RFP: Joe A. Gonsalves & Son, Kiley Associates, LLC, Carpi & Clay and Townsend Public Affairs, Inc.

Attached for City Council's review are the proposals from the above-mentioned firms for consideration. Staff reached out to the responding firms to obtain permission to include their proposals with this staff report, which was received.

STAFF REVIEW

On September 30, 2024, City staff sent out an RFP for Professional Legislative and Lobbying Services for Local Government to ten firms, registered with the State of California, Secretary of State's Office to lobby the legislature and administrative branches of state government. The City Clerk's Department received four sealed proposals on or before the October 31, 2024, submission deadline. Per City Council's direction, responding firms included a fee schedule to provide federal lobbyist services, which are as follows:

| Firm | Fee Schedule |
|-------------------------------|----------------------------|
| Joe A. Gonsalves & Son | Monthly Retainer - \$3,500 |
| Kiley Associates, LLC | Monthly Retainer - \$4,000 |
| Carpi & Clay | Monthly Retainer - \$5,000 |
| Townsend Public Affairs, Inc. | Monthly Retainer - \$8,000 |

Staff completed a preliminary review of the submitted proposals and determined that the proposals meet the minimum qualifications as identified in the RFP. In efforts to move forward and further review, evaluate and select a potential firm, staff is seeking further direction from City Council as to next steps. As such, staff is recommending that City Council further discuss the possibility of hiring a legislative federal lobbyist and provide staff with direction regarding potential next steps.

LEGAL REVIEW

The City Attorney's Office has reviewed and approved the staff report and its attachments.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that City Council: 1) review the Request for Proposals (RFP) received from the responding firms and provide further direction to staff to proceed with a selection process for lobbying services, which may include establishing a selection committee; or 2) provide other direction to staff as appropriate.

Attachments

Attachment A -RFP for Legislative Lobby Services -2024.pdf

Attachment B -RFP Response - Joe A. Gonsalves & Son.pdf

Attachment C -RFP Response - Kiley Associates, LLC.pdf

Attachment D -RFP Response - Capri & Clay.pdf

Attachment E-RFP Response - Townsend Public Affairs.pdf

ATTACHMENT A

CITY OF LAWNDALE



REQUEST FOR PROPOSAL RFP NO. 2410-34

PROFESSIONAL LEGISLATIVE AND LOBBYING SERVICES FOR LOCAL GOVERNMENT

RELEASE DATE: SEPTEMBER 30, 2024

PROPOSALS DUE: OCTOBER 31, 2024, AT 5:00PM

SUBMIT TO: City Clerks' Office

Attention: Legislative and Lobbying Services

14717 Burin Ave. Lawndale, CA 90260

SECTION I - GENERAL INFORMATION

INTRODUCTION AND OBJECTIVE:

The City Council of the City of Lawndale invites experienced firms or individuals to submit Cost Proposals for Professional Legislative and Lobbing Services as described in the Scope of Services set forth in Section II of this request. The selected firms or individuals will work collaboratively with the City Council, City Manager, and designated staff to develop legislative priorities, serve as an advocate for the City at local state and federal levels, gain support from policy makers on local initiatives, monitor grants, and obtain funding opportunities and services based on the needs and priorities of the Lawndale community.

The City is seeking experienced firms or individuals who have demonstrated experience providing legislative representation and lobbying services with State legislators and public officials. The selected firm or individuals will serve at the pleasure of the City Council and under the management of the City Manager's Office.

BACKGROUND:

The City of Lawndale is located in the southwestern region of the Greater Los Angeles County. This "Heart of the South Bay" city is approximately fifteen miles southwest of downtown Los Angeles and five miles east of the Pacific Ocean. Lawndale encompasses approximately 1.9 square miles and is bounded by the cities of Hawthorne, Redondo Beach and Torrance. Lawndale is an urbanized, diverse, close-net community, comprised of predominately single-family homes, with a household median income of \$76,213, and a median home price of \$800,000. The City is well served by several regional transportation systems, including the San Diego (405) Freeway and Hawthorne Boulevard (107 Highway), which both pass through the community and provide access to major employment centers in Los Angeles County.

The City of Lawndale was founded in 1905 and incorporated in 1959, with a population of approximately 32,000 residents. Lawndale has transformed from a rural community to a blossoming suburban community with residential neighborhoods, schools, parks, and commercial areas that caters to the needs of the community. These establishments contribute to the local economy and add to the overall character of Lawndale.

The City of Lawndale is a General Law City, governed by a five-member, City Council and operates under a City Council/Manager form of government. The City Council, chaired by an elected mayor enacts laws and establishes policy for the City. The City Council appoints the City Manager, City Attorney, and members of the City boards, commissions, and committees. The City Council meets on the first (1st) and third (3rd) Monday of the month at 6:30 p.m. and the Planning Commission meets every second (2nd) and fourth (4th) Wednesday of the month at 6:30 p.m. More information can be found on the City's website: www.lawndalecity.org

DEFINITIONS:

The following meanings are intended for the following words when used in these specifications. The word "City" means the City of Lawndale. The words "Proposer" or "Vendor" or "Contractor" means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof. "Successful Proposer" means the Proposer, Vendor or Contractor will be awarded the contract. The words "purchase agreement", "contract", ""blanket contract" mean the contract services agreement between the Successful Proposer and the City for the purchase of goods and services.

PROPOSAL SUBMISSION REQUIREMENTS:

- 1. Proposals must be made on the form (Exhibit A) provided for that purpose herein and included with all submitted proposals. No substitutes to the form will be accepted.
- 2. Proposers must submit one (1) original complete hard copy of the Proposal with original signature, plus one (1) electronic copy in PDF format saved on a USB flash drive. All Proposals must be submitted in a sealed envelope clearly marked on lower left-hand corner "Legislative and Lobbyist Services."
- 3. Proposals must be delivered in person, by U.S. Postal Service, or by a courier service such as Federal Express, UPS, etc. and must be and must be received no later than **October 31, 2024, 5:00 p.m. PST**, at the address listed below:

Yvette Palomo City of Lawndale City Clerk's Office 14717 Burin Ave. Lawndale, CA 90260

- 4. Proposers must direct all questions, clarifications, request for information, specifications, etc. regarding the RFP in writing to Raylette Felton, Deputy CM/HR Director, by email only to refelton@lawndalecity.org. The email subject line shall include the following: RFP Legislative and Lobbyist Services.
- 5. The deadline to submit any questions is: **October 16, 2024, at 4:00 p.m.** Responses to questions and any clarifications regarding this RFP communicated between the City and Proposers will be documented in an addendum that will be posted and made public on the city's website. In addition, the addendum will be emailed to all Proposers that the city has on its Proposer's list. The City will not be responsible for any oral interpretation of the RFP.
- 6. Any change in the RFP or its requirements made by the City will be by issuance of an addendum which will be made available on the city's website and emailed to all recipients of the RFP, and such addendum shall be a part of the RFP requirements.
- 7. All Proposals shall be dated and signed by a representative authorized to enter into agreements for the proposing firm.

- 8. The City of Lawndale is not liable for any costs incurred by a Proposer in the preparation and/or presentation of the Proposal. All Proposals, associated costs, and agreements shall remain valid for a period of ninety (90) days following the deadline date for submittals.
- 9. All responses to the RFP accepted by the City shall become the exclusive property of the City. All Proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements considered a legal exception to public disclosure.
- 10. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for any damages resulting from the disclosure of any such records or part thereof. If the City receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of Proposers. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City as a courtesy will notify the Proposer in writing of such demand and will furnish to the Proposer a copy of the City's written response to the requestor. It would be the sole responsibility of each Proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.
- 11. The City reserves the right to accept or reject any or all Proposals or portions thereof without stated cause. The City may also elect to cancel the RFP, reject all Proposals and/or re-issue a new RFP.
- 12. Clarification of Proposals: The City reserves the right to obtain clarification of any point in a consultant's Proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two (2) business days.
- 13. The City is not bound to accept the Proposal with the lowest cost but may accept the Proposal that demonstrates the best ability and most qualified to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any Proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City.
- 14. The City reserves the right to disqualify any Proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the consultant.

PROPOSAL SCHEDULE OF EVENTS:

The Proposal Schedule of Events represents the City's best estimate of the schedule to be followed. Unless otherwise specified, the time-of-day deadline for the following events will be 5:00 PM PST.

The City reserves the right, at its sole discretion, to adjust this schedule as deemed necessary. Notification of any adjustment to the Proposal Schedule of Events will be provided to all Proposers.

| City Issues/ Release RFP | September 30, 2024, by 4:00 p.m. |
|-----------------------------------------------|----------------------------------|
| Deadline for Written Questions | October 16, 2024, at 4:00 p.m. |
| City's Responses to Questions (if applicable) | October 23, 2024, at 5:00 p.m. |
| Deadline for Proposal Submission | October 31, 2024, at 5:00 p.m. |
| City's Review and Evaluate RFPs* | November 27, 2024* |

| Tentative Award of Contract * December 18, 202 | 4* |
|------------------------------------------------|----|
|------------------------------------------------|----|

^{*}Dates are subject to change depending on scheduled events and activities.

NONDISCRIMINATION:

The City of Lawndale requires all Proposers to comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, including without limitation all environmental laws, employment laws, and non-discrimination laws while performing any activity or work pursuant to the agreement.

INDEPENDENT CONTRACTOR:

The City Attorney is not an employee of the City and will be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and not the City of Lawndale. The City Council may reserve the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgment, to take charge of any litigation or legal matters or to assist the City Attorney.

STANDARD TERMS AND CONDITIONS:

Prior to the award of any work, the City and Contractor shall enter into the written contract attached as the Standard Agreement. Please see Exhibit "B". Proposers to this RFP are strongly advised to review all the terms and conditions of the contract.

Licenses: The selected Proposer shall hold, and provide copies upon request by the City, of valid permits, licenses, certificates, and other documents as required by the Federal, State, County, City and other governmental or regulatory bodies to legally engage in the services to be provided

The selected Proposer shall obtain a City of Lawndale business license from the Finance Department before the commencement of services. In addition, the selected proposer shall be required to pay all other required license and permit fees related to doing business with the City, if applicable.

The selected proposer must notify the City immediately of any suspension, termination, lapse, non-renewals or restriction of required licenses, certificates, or other documents which may be cause for immediate termination of the Agreement

INSURANCE REQUIREMENTS:

Proof of insurance is not required to be submitted with your proposal. However, all approved Certificates of Liability Insurance, Additional Insured, Primary, Non-contributory, Notice of Cancellation and Waiver of Subrogation endorsements from an insurance company with an approval rating of A-VII or greater in Best's Rating Guide will be required prior to the City's award of the contract. The following are the standard types and minimum amounts of insurance which will be required by the City:

- o <u>Commercial General Liability Insurance</u> with minimum limits of \$1,000,000.00 for each occurrence and \$2,000,000 annual aggregate.
- Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, combined single limit for Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage.

- o <u>Workers' Compensation Insurance</u> (Statutory Limits) and Employer's Liability Insurance on state approved policy with liability limits no less than \$1,000,000 per accident and disease.
- o <u>Professional (Errors and omissions) Liability Insurance</u> with limits of not less than \$1,000,000 per claim or per occurrence and \$1,000,000 annual aggregate.

Each policy must include the City of Lawndale, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

SECTION II LEGISLATIVE AND LOBBYIST SERVICE REQUIREMENTS

SCOPE OF SERVICES:

The selected firm or individual will be responsible for providing legislative representation and lobbying services on behalf of the City. Services to be provided may include, but are not limited to, the following:

- Assist in the development and implementation of legislative priorities and strategies that are important to the City of Lawndale and successfully promotes the City's legislative priorities.
- Work collaboratively and cooperatively with City's key staff to bring visibility to budget and legislative priorities.
- Review periodic revenue forecasts and the proposed biennial State budget. Identify funding opportunities and assess program requirements and guidelines.
- Accurately and persuasively present the City's views and initiatives.
- Provide support on City efforts and initiatives beyond the legislative session to position the City to advance its objectives.
- Develop, prepare, and present position statements, exhibits, testimony, correspondence, proposed bill text, and amendments as necessary for the support, opposition, or amendment of pending legislation.
- Advocate on issues that directly or indirectly impact the City's ability to conduct its business efficiently and cost-effectively.
- Establish, strengthen, and maintain relationships with legislators, legislative staff, State agencies, State advisory boards/committees, and other relevant stakeholders to gain support for the County's legislative priorities.
- Attend City Council and staff meetings, as may be requested by the City Manager, in order to brief City Officials on legislative activities.
- Serve as an go-between for information to and from City and legislative agencies.
- Review, analyze and keep the City informed in real time on all existing and proposed legislative policies and programs and any key developments, factors and obstacles that could affect the City's legislative efforts.
- Comply with all Public Disclosure Commission requirements for lobbying activities.
- Identify opportunities for City Officials and staff to testify before legislative committees and subcommittees with respect to proposed legislation; communicate such opportunities to the City Manager or designee in a timely manner; assist in the preparation of testimony to be given; and as requested, liaison on the City's behalf.

The City may propose additional tasks as deemed necessary. Firms may also include additional services in their submitted Proposal's. Any additional work shall be determined and negotiated, as agreed upon in the final Professional Services Agreement between the successful Proposer and the City.

MINIMUM QUALIFICATIONS:

To be eligible for consideration, Proposers must demonstrate that they have successfully performed the services identified in the Scope of Services section of this Proposal. At a minimum, Proposers qualifications should include at least five (5) or more years' experience successfully providing state and federal lobbyist services to local public sector clients and information regarding registration as a federal lobbyist in the manner as prescribed by law in good standing concerning standards of conduct.

SECTION III PROPOSAL FORM AND CONTENT

PROPOSAL SUBMITTAL

All pages of the Proposal must be numbered consecutively. The Proposal shall not exceed fifteen (15) pages in length and must be typed in a font size no less than 12, single-spaced. Resumes, references, and licenses shall not count against this page limit. The Proposal must be organized in accordance with the list of Proposal contents.

PROPOSAL FORM AND CONTENT

Proposal must be concise, structured, presented, and formatted in the following manner:

Proposal Form (Exhibit A)

- A. Cover Letter
- B. Proposer Firm Background/Qualifications
- C. Understanding of Scope of Services and Approach
- D. Compensation and Fee Proposal
- E. References
- F. Disclosure of Conflicts of Interest
- G. Additional Information

Failure to follow the specific format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

All information presented in the Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to the appropriate place within the body of the Proposal.

A. Cover Letter

Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include an introduction of the firm, firm's interest in the project, statement attesting to the accuracy of the Proposal submittal, and the firm's ability to provide the services noted in Section II of this RFP. In addition, the cover letter should include a statement indicating the Proposal

remains valid for at least 90 days from the deadline for Receipt of Proposal, with automatic extension should the Proposer be selected for negotiation.

B. Proposer Firm Background/Qualifications

This section should identify the following:

- A description of the Proposer's background, nature of business, experience (in detail) and length of time providing legislative and lobbying services to California local government agencies.
- Description of experience analyzing, reviewing, presenting, and educating clients regarding legislation impacting their organizations.
- Recent (at least three (3) relevant) initiatives and efforts made by Proposer for a local municipality of similar scope and size of the City.
- Examples of recent successful legislative outcomes achieved for clients within the last three (3) years.
- Past success in obtaining funding and favorable legislation for government clients.

C. Understanding of Scope of Services and Approach

In this section, the Proposer should identify firm/staff extensive experience in the scope of services. More specifically, this section should identify the following:

- Understanding and approach in assisting the City in establishing and reaching its goals and priorities.
- Explain firm(s) philosophy and approach for carrying out the scope of services outlined in the RFP.
- List of person(s) designated to work with the City, and there specific areas of expertise. This section should include key staff resumes and any supporting staff as needed to meet the scope of services.
- Describe how key staff would interact with the City officials and staff. Estimate number hours key staff would dedicate to meeting the contractual obligations.

D. Compensation and Fee Proposal

Please provide a separate detailed compensation and fee proposal, in a table format, for the Scope of Services identified in this RFP. The cost proposal should provide the costs for a fiscal year cycle, July 1st through June 30th, and include the costs for the current Fiscal Year 2024-2025 (remaining 6 months) and cost for next Fiscal Year 2025-2026. The compensation and fee proposal should include either the fixed hourly rate, monthly retainer, or other billable rate for all proposed services. If a fixed monthly retainer rate is proposed, please describe in detail what is included in the retainer. The compensation and fee proposal should include an itemized list of all billable costs for the Scope of Services identified in this RFP as well as any other areas which the Proposer believes should be included but was not stipulated in this RFP. This compensation and fee proposal should also include any additional out-of-pocket expenses and costs for all tasks and services, as well as any expanded services proposed. The City will use these expenses in the selection process and reserves the right to negotiate the final fees with the selected firm or individual.

E. References

Provide five (5) current professional references from local government entities within California for whom the Proposer has provided services similar to those services requested in this RFP within the last three (3) years. Please include the name of business, name of contact person,

telephone, email address, and description of services provided. In addition, please include a list of all local government clients for whom you currently provide services.

F. Additional Information

Any other relevant information that the Proposer feels applicable to the evaluation of the Proposal or of their qualification for accomplishing the legal services should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

PROPOSAL EVALUATION AND SELECTION:

All submitted Proposals will be initially screened by City staff. Late, incomplete, noncompliant or proposals determined to not meet with minimum qualifications as identified in this RPF may be eliminated from further review and evaluation.

A selection committee comprised of City Officials and Staff will further evaluate the selected proposals based on experience with State and Federal legislative process, conformance and ability to meet the scope of services required, quality of the approach, strength of the proposed team, experience with State and Federal legislative process, references and demonstrated success, budget, valued return to the City, as well as other qualifications/criteria as deemed appropriate and necessary by the City. The qualifications and references for the top Proposer will be verified and reviewed.

After an initial screening and review of the Proposals, City Council may choose to interview the top candidates. If conducted, these interviews will allow the Proposer an opportunity to answer any outstanding questions relative to their Proposal.

After all evaluations of the Proposals have been completed, the City Council will select the finalist in its sole discretion. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist; the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable Proposal.

EXHIBIT A

CITY OF LAWNDALE 14717 Lawndale Blvd. Lawndale, CA 90260

RFP NO. 2410-34

RFP PROPOSAL FORM

PROPOSER'S RESPONSES TO RFP FOR LEGISLATIVE AND LOBBYING SERVICES

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

Other:

| Proposal Submitted | Ву: | | |
|---------------------|---------------------------------------------|----------|--|
| Name of Firm | | Website | |
| Address | | | |
| City | State | Zip Code | |
| Printed Name/Title | of Contact | Email | |
| Telephone Numbe | r/Fax Number | | |
| Name of official au | thorized to bind firm to terms of submittal | | |
| Form of Business | Organization: | | |
| Please indicate the | following (check one): | | |
| Corporation | | | |
| Partnership | | | |
| Sole Proprietorship | | | |

| Years | | |
|----------------------------------------------------|----------------|-----------------------------------------------------------------|
| | | npany was in business under a different name, what was th |
| | | |
| Addenda Received: | | |
| Please indicate addenda info | ormation you | have received regarding this RFP: (if needed) |
| Addendum No Addendum No Addendum No | _ | Date Received: Date Received: Date Received: |
| No Addenda received regard | ling this RFP | D: |
| References: | | |
| | | |
| Please supply the names comparable goods as reques | • | es/agencies for whom you recently supplied and installe RFP. |
| • • • | sted in this R | • • • • • • • • • • • • • • • • • • • • |
| comparable goods as reques | sted in this R | RFP. |
| comparable goods as reques Name of Company/Agency | sted in this R | Person to contact/Telephone No. |

EXHIBIT "B" SAMPLE AGREEMENT

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

| This Contract Services Agreement ("Agreement") is made and entered into the | nis day of |
|-----------------------------------------------------------------------------|------------------------------------|
| , 20, by and between the City of Lawndale, a municipal corporation | $n (\overline{\text{"City}}), and$ |
| ("Consultant"). The term Consultant include | s professionals |
| performing in a consulting capacity. The parties hereto agree as follows: | |

1.0 SERVICES OF CONSULTANT

- 1.1 <u>Scope of Services</u>. 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 <u>Consultant's Proposal</u>. 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 <u>Compliance with Law</u>. 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 <u>Licenses, Permits, Fees and Assessments</u>. 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 <u>Familiarity with Work</u>. 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 <u>Special Requirements</u>. 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 <u>Environmental Laws</u>. 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 <u>Contract Sum.</u> 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 _______ dollars (\$_______) ("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 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 <u>Availability of Funds</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.
- 3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the 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 ter | mina | ted in acc | ordan | e with | Sec | tion 7.4 | 4 belo | w, this Agr | reement |
|------------------|---------|--------------------|------|------------|--------|--------|-----|----------|--------|-------------|---------|
| shall begin on | | | and | continue | in ful | lforce | and | effect | until | completion | of the |
| services no late | er than | | | | | | | | | | |

4.0 COORDINATION OF WORK

4.1 <u>Representative of Consultant.</u> 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 <u>Contract Officer</u>. 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 <u>Prohibition Against Subcontracting or Assignment.</u> 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.
- <u>Independent Contractor</u>. 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 <u>Insurance</u>. 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) <u>Commercial General Liability Insurance</u>. 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 \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

6.0 RECORDS AND REPORTS

- 6.1 <u>Reports</u>. 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. 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. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless 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 Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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.

7.0 ENFORCEMENT OF AGREEMENT

- 7.1 <u>California Law.</u> 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.
- 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 <u>Waiver</u>. 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 <u>Termination Prior to Expiration of Term.</u> 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 <u>Completion of Work After Termination for Default of Consultant</u>. 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 <u>Non-liability of City Officers and Employees</u>. 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 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Consultant.</u> 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 <u>Covenant Against Discrimination</u>. 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 <u>Notice</u>. 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 <u>Interpretation</u>. 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 <u>Integration; Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 9.6 <u>Counterparts</u>. 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 will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 <u>Modification of Agreement</u>. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

| | CITY: | | |
|--------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------|--|
| | | LAWNDALE, | |
| | a municip | al corporation | |
| | By: | | |
| ATTEST: | Ro | obert Pullen -Miles, Mayor | |
| Erica Harbison, City Clerk | | | |
| APPROVED AS TO FORM: Burke Williams & Sorensen, LLP | | | |
| | CONSUI | are required if the Consultant Delete this note in preparing LTANT: mpany name here] nia corporation] | |
| | By: Name: Title: | . , | |
| | By: Name: | [insert name here] | |
| | Title: | [insert title] | |
| | Address: | [insert address] [insert address] [insert address] [insert address] | |

EXHIBIT "A"

SCOPE OF SERVICES

[INSERT TEXT HERE]

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

A new Section 2.4 is added to the Agreement to read as follows:

Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by <u>Labor Code Section 1776</u> and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:
- (e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[INSERT TEXT HERE]

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[INSERT TEXT HERE]

ATTACHMENT B



JOE A. GONSALVES & SON

CITY OF LAWNDALE - RFP#. 2410-34
PROFESSIONAL LEGISLATIVE AND
LOBBYING SERVICES FOR LOCAL
GOVERNMENT

GONSALVES@GONSALVI.COM

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October 28, 2024

Ms. Raylette Felton, Deputy City Manager, City of Lawndale 14717 Burin Ave. Lawndale, CA 90260

Dear Ms. Felton,

Thank you for the opportunity for Joe A. Gonsalves and Son to submit our proposal for Legislative and Lobbying Services For Local Government to the City of Lawndale. Our firm had the honor of representing the City of Lawndale from 2001 - 2006. During that time, we shared in many successes together, including protecting your Bradley-Burns Sales Tax (AB 680, Steinberg 2001 and AB 1221, Steinberg 2003). In addition to protecting your local sales tax revenues, our office helped the City secure a \$7.3 Million Library Grant. Given our history together, we are once again honored to provide the attached proposal re-introducing you, and the Lawndale City Council, to our firm. This proposal shall remain valid for at least 90 days.

Our firm is extremely confident in our ability to provide the serviced outlined in Section II of this RFP. Our strategic approach to advocacy is custom tailored to the unique needs of each of our clients by utilizing our 49 years of experience and relationships with Legislator's, the Administration and stakeholders. Our advocacy will embrace and assist in the legislative goals and priorities outlined by the City through a tailored-made made approach unique to the City of Lawndale.

Joe A. Gonsalves & Son is a family firm that provides non-partisan legislative advocacy before the Governor, the Administration, the California State Legislature, and various State regulatory agencies. The Gonsalves family's participation in the legislative process dates back to 1962 when our founder, Joe Gonsalves, was sworn in as the first member of the California State Assembly from Portuguese ancestry. Joe served in the State Assembly until 1974 and, in 1975, he founded Joe A. Gonsalves & Son. Prior to that, he served as a Dairy Valley Council Member, including two years as Mayor of the city of Dairy Valley, which is now the city of Cerritos.

Our firm charges a retainer on a monthly basis and contains a 30-day cancellation clause, as we are confident in our ability to provide your City with an unparalleled level of service. The retainer is all inclusive of the services we would provide for the City. We do not charge for any

additional costs unless you require us to meet outside of Sacramento. Please note, our contract lists our scope of services in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance you may require in Sacramento, such as setting up meetings with the appropriate legislators, Governor's office or the various state departments.

We represent a very distinguished group of clients other than cities. For example, Long Beach Transit, providing transit services throughout the Long Beach region; and Access Services, the only paratransit service provider in Los Angeles County. In addition, we represent 29 Palms Band of Mission Indians, a leader amongst tribal governments. I strongly believe it is this blend of special people who assist us in being as effective as we are.

Our firm operates on a very personal and professional level, always working hard to accomplish our clients' goals. The late Senator, Ken Maddy, coined our firm the "Gonsalvi". When asked what he meant by the nickname, Senator Maddy responded, "you're like alumni, when you guys are working an issue you are everywhere". Still today the members of the Legislature refer to us as "the Gonsalvi".

I would recommend you contact any Legislator and ask them about our firm. In addition, we encourage you to discuss our representation with our clients. We want you to know that we would be honored to represent City of Lawndale as your legislative advocates. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

JASON A. GONSALVES

FIRM BACKGROUND/QUALIFICATIONS

Joe A. Gonsalves & Son is a family firm that provides non-partisan legislative advocacy before the Governor, the Administration, the California State Legislature, and various State regulatory agencies. The Gonsalves family's participation in the legislative process dates back to 1962 when our founder, Joe Gonsalves, was sworn in as the first member of the California State Assembly from Portuguese ancestry. Joe served in the State Assembly until 1974 and, in 1975, he founded Joe A. Gonsalves & Son. Prior to that, he served as a Dairy Valley Council Member, including two years as Mayor of the city of Dairy Valley, which is now the city of Cerritos.

In January 1977, Anthony joined the firm after having worked for the California State Senate. Shortly after Anthony joined the firm, we incorporated; and we are now known as Joe A. Gonsalves & Son. The political process in Sacramento is truly complex. In the almost five decades Anthony has been lobbying in Sacramento, he has had the opportunity to master such complexities, which enables our firm to be successful when representing our clients on particularly difficult and controversial issues.

In December of 1998, Jason joined our firm to assist with our lobbying efforts. That gave our firm the proud distinction of being the first to have three generations of legislative advocates working on behalf of their clients, which continued until Joe passed away in July, 2000. Jason has successfully represented our clients before the Legislature and various State Agencies in the areas of local government finance, utilities and commerce, water, public employees' retirement, workers' compensation, environmental regulation, telecommunications, and conflict of interest issues.

In October of 2004, Paul, joined our firm after most recently serving as a legislative aide to former Assemblymember Rudy Bermudez. Paul received a B.A. in Political Science, a minor in Public Administration, and became Certified in Grant Writing from San Diego State University. Paul has successfully represented our clients before the Legislature and various State Agencies in the area of transportation, environmental quality, water, affordable housing, local governance and telecommunications. In addition, Paul has helped secure millions in State grant funding for our clients.

Our firm intentionally does not divide up workload. We have three full time lobbyists in our firm and each lobbyist is fully engaged in our representation of your City. Our entire firm intentionally uses the same gonsalves@gonsalvi.com email address. We do this in order to make sure each member of our firm is aware of the issues of importance as we coordinate our efforts. Whenever we take on an issue, all three lobbyists actively advocate on your behalf. We are a family firm with three lobbyists, Anthony Gonsalves, and his two sons, Jason and Paul Gonsalves. As with most family businesses you can safely assume the organizational structure, with one significant difference, we consider each and every one of our clients to be "the boss".

I have enclosed a list of our present clients. As you can see, we represent a large number of cities. We believe our base of client cities has provided us the unique opportunity to work with each member of the Legislature. Recognizing the number of Legislators coming out of local governments, we have established relationships with them prior to their election to the

Legislature. In addition, I have enclosed an outline of both our legislative and grant funding accomplishments. Please note, this is a partial list as it would be impossible to fully communicate the level of success we have enjoyed in representing our clients over the past 49 years.

I would recommend you contact any Legislator and ask them about our firm. In addition, we encourage you to discuss our representation with our clients.

Project Team

Joe A. Gonsalves & Son intentionally does not divide up workload. We have three full-time lobbyists in our firm and each lobbyist is fully engaged in our representation of your Agency. As an example, when a sponsored bill is being heard in committee, we will have each of us in committee. One of us will provide testimony, one may be meeting with Members and/or staff in their offices, and one will likely be pulling a member out of committee to request their support. It is very difficult for one lobbyist to actually lobby an entire committee alone. All three of us will be available for the duration of the project and no person will be removed or replaced without the prior written concurrence of the City. Additionally, there is no limitation on the number of hours our firm will dedicate to the City. Our firm works tirelessly until the job is done.

We are a family firm with three lobbyists, Anthony Gonsalves (father), and his two sons, Jason and Paul Gonsalves. As with most family businesses you can safely assume the organizational structure, with one significant difference, we consider each and every one of our clients to be "the boss".

Organizational Structure

| Organizational Structure | |
|---------------------------------|-----------------------------------------|
| Anthony D. Gonsalves (48 years) | President - Joe A. Gonsalves & Son |
| Jason A. Gonsalves (26 years) | Vice President - Joe A. Gonsalves & Son |
| Paul A. Gonsalves (20 years) | Lobbyist - Joe A. Gonsalves & Son |

Biographies

Anthony D. Gonsalves

Anthony joined Joe A. Gonsalves & Son in 1977. Anthony started his career working for the California State Senate. The political process in Sacramento is truly complex, with over 4 decades of experience, Anthony has had the opportunity to master such complexities.

Anthony is a smart, never-give-up kind of lobbyist. He thinks of every angle. Most lobbyists will slow down at some point; not Anthony. He will not slow down until the job is done. The desire to win for our clients is paramount in his mind.

Anthony is widely recognized as one of Sacramento's longest tenured and successful lobbyists. Anthony and his wife Evelyn have been married for 49 years and they have 4 grown sons and 9 grandchildren.

Jason A. Gonsalves

Jason joined Joe A. Gonsalves & Son in 1998. This gave Joe A. Gonsalves & Son the proud distinction of being the first California lobbying firm to have 3 generations lobbying in Sacramento. The firm held this distinction until Joe A. Gonsalves passed away on July 7, 2000.

Jason continues to represent our clients before the Legislature and various state agencies in the areas of, local government finance, utilities and commerce, public employees retirement, workers compensation, telecommunications, and conflict of interest issues.

Over the past two decades, Jason has mastered the internal machinery of the California legislative process and our clients look to him for guidance on the most complex issues such as redevelopment dissolution.

Jason lives in Folsom, CA. with his wife Tracy. They have two children, daughter Taylor and son Joe.

Paul A. Gonsalves

Paul joined the firm in 2004. Paul started his career working at the State Capitol for Assembly Member Rudy Bermudez in 2002.

Paul earned his Bachelor of Arts degree in Political Science with a minor in Public Administration and became Certified in Grant Writing from San Diego State University.

Paul's previous experience working inside the Capitol has benefited our clients tremendously. He has mastered the process from the inside out and has developed life-long relationships that have enabled him to successfully represent our clients.

Paul has successfully represented our clients before the Legislature and various State Agencies in the area of transportation, environmental quality, water, affordable housing, local governance and telecommunications. In addition, Paul has helped secure millions in State grant funding for our clients.

Paul lives in Loomis, Ca. with his wife Jamie, and their two sons, Parker and Peyton.

We also have 2 support assistants and a communications director who assist our firm with the daily activities.

| Taylor Gonsalves (1 year) | Communications Director – Joe A. Gonsalves & Son |
|---------------------------|--------------------------------------------------|
| Sasha Spangler (21 years) | Office Assistant – Joe A. Gonsalves & Son |
| Stacey Scambray (8 Years) | Office Assistant- Joe A. Gonsalves & Son |

For almost 5 decades, our firm has shared in a number of successes with our clients ranging from No & Low Property Taxes, City Dependent Special Districts, Municipal Utility, and the Constitutional protection of your City's Bradley-Burns sales tax resulting from the negotiations

and passage of Proposition 1A. Additionally, our firm is one of the few, if any, who have been successful in finding resolutions to the ever-challenging redevelopment dissolution process. We assisted numerous cities in developing a path forward with the State Department of Finance and we coordinated several successful land transfers.

Attached for your review is an outline of both our legislative and grant funding accomplishments. Please note, this is a partial list as it would be impossible to fully communicate the level of success we have enjoyed in representing our clients. The following will provide you with highlights of three experiences of a similar nature:

1. Redevelopment Dissolution: On behalf of the City of San Bernardino and many of our other client cities:

Joe A. Gonsalves & Son has extensive experience assisting our client Cities with the redevelopment dissolution process. Many of our clients were well behind in the process and had not received a Finding of Completion (FOC). Therefore, many Cities were not eligible to secure their Long-Range Property Management Plan and the "fire sale" provisions contained in AB26x were quickly approaching.

In May 2014, we scheduled a series of meetings for the City of San Bernardino with the RDA dissolution manager's, Justyn Howard, Allen Parker and Jim Morris. These meetings provided an invaluable opportunity for the City to better understand DOF's misgivings as well as the City's sincere desire to work through the dissolution process.

We began working on the Successor Agencies (SA) installment plan with DOF in order to satisfy the City's Low- and Moderate-Income Housing Fund Due Diligence Review Payment and the Other Funds and Accounts Due Diligence Review amounts due. This was a critical step as it enabled the City's SA to proceed with a request for their FOC and on December 22, 2015 the City of San Bernardino received the much-awaited FOC.

Our attention then shifted to securing their LRPM, which was critically important for the City/SA, especially considering the number of properties owned by the former redevelopment agency. Just to mention a few, we sought direction/negotiated on the following:

- California National Guard Armory: was approved to be transferred to the City as Governmental Use.
- U.S. Army Reserve: was approved to be transferred to the City as governmental use and is approved as listed on the LRPMP.
- 2 Parking lots were approved as a permissible use of Sale. The statute was amended to allow these to be retained by the City.

The prior examples are just a few examples of the many properties we had to ensure were listed appropriately on the City's LRPMP as we were up against the December 31, 2015 "fire sale" deadline. Most importantly, at 4:03pm on December 31, 2015, with less than 8 hours to spare the city of San Bernardino's 236-page LRPMP was approved by the DOF. This was quite a relief to all who had worked so diligently through the holidays in order to ensure we did not miss the LRPMP deadline.

Dissolution of redevelopment never seems to end. Our firm has assisted our client Cities in facilitating the transfer and/or sale of countless former redevelopment agency properties. In many instances, we were able to turn the City's relationship with DOF around in order for their SA to receive its FOC and LRPMP.

2. AB 1250 (Jones-Sawyer, 2018): On behalf of our client cities:

In 2017, Assemblymember Jones-Sawyer introduced AB 1250, which proposed to prohibit cities and counties from contracting for personal services currently or customarily performed by city or county employees. Local governments have a long history of addressing service delivery challenges with creativity, self-reliance and innovation. Unique challenges and limited budgets fuel innovative efforts to obtain expertise and provide high quality services. Many services are provided by city employees, while others, such as refuse collection and specialized services, are provided on a contract basis. Law enforcement services are also commonly provided via contract with the sheriff and fire and park services by a special district.

AB 1250 would have placed substantial burdens on local agencies by adding onerous, over prescriptive and unnecessary requirements that impede on local control and have significant impacts on local governance. The impacts to local governments would create significant cost and workload requirements, while taking into consideration unfunded pension liabilities and normal pension costs, including the discount rate reduced by the California Public Employees' Retirement System, and creation of a new, fully searchable database posted on the city website. Additionally, AB 1250 would have created a series of new reporting requirements prior to entering or renewing a contract, along with increased litigation.

Our firm worked closely with the sponsors, the California State Council of the Service Employees International Union and the Author's office to have cities removed from the bill. After weeks of conversations, the Author sponsors decided not to remove cities from the bill and brought it up for a vote on the Assembly floor.

We spent countless hours talking with Legislator's and their staff about the impact AB 1250 would have on cities ability to contract out for services. When the bill was heard on the Assembly Floor, which also happened to be the deadline to pass AB 1250 out of the Assembly, the first roll call was significantly short of the 41 votes necessary to pass. Once we were able to prevent the necessary votes on the Assembly Floor, the Author and sponsors were quick to reengage in our negotiations.

Assemblymember Jones-Sawyer and the sponsors agreed to remove cities from AB 1250 entirely, which was a significant victory for cities and one that was the result of several weeks of tireless advocacy in Sacramento and in Assemblymember's districts. Recognizing that the Legislature had to pass AB 1250 that day, and it was too late to amend the bill on the Assembly Floor, Assemblymember Jones-Sawyer gave us his commitment that he would amend the bill in the Senate to remove cities from the bill.

Our firm was able to secure enough no votes on the bill that the Assembly Democratic leadership requested we submit a letter to the Author stating that our clients were removing their opposition. We delivered the memo to the Capitol, removing our opposition, and Assembly Democratic Leadership made 80 copies in the Speaker's office, distributed the memo to the Members of the Legislature, and the bill passed out of the Assembly. When AB 1250 was passed to the Senate, Assemblymember Jones-Sawyer stayed true to his word and removed cities form the bill.

3. SB 107 (Budget, 2015): On behalf of the Cities of Eastvale, Jurupa Valley, Menifee and Wildomar.

In 1998, the Legislature began cutting the VLF rate from 2% to 0.65% of a vehicle's value. The State General Fund backfilled the lost VLF revenues to cities and counties. As part of the 2004-05 budget agreement, the Legislature enacted the "VLF-property tax swap," which replaced the VLF backfill from the State General Fund with property tax revenues that otherwise would have gone to schools through the Educational Revenue Augmentation Fund (ERAF). This replacement funding is known as the "VLF adjustment amount." The State General Fund backfills schools for their lost ERAF money.

The VLF-property tax swap did not reallocate extra property tax revenues to cities that were not in existence when the State was compensating cities for the difference between the 2% and 0.65% VLF rates. As a result, new cities received less VLF funding than they would have if they had incorporated before the VLF property tax swap. Cities asked the Legislature to reallocate a portion of existing cities' remaining VLF funds to new cities to help make new city incorporations financially feasible. In response, the Legislature passed AB 1602 (Laird, Chapter 556, Statutes of 2006), which changed the allocation of VLF funds to restore the VLF revenues for city incorporations that were lost under the VLF-property tax "swap." AB 1602's formula allocated \$50 per capita adjusted annually for growth.

In 2011, The Legislature passed SB 89, which re-calculated the Department of Motor Vehicle's administration fund to \$25 million and increased vehicle license registration by \$12 per vehicle to offset DMV's cut budget. SB 89 also eliminated VLF revenues allocated to cities and shifted those revenues to fund public safety realignment. Proposition 30 (2012) amended the Constitution to permanently dedicate a portion of the sales tax and VLF to local governments to pay for the programs realigned in 2011-12.

Four new cities incorporated after the Laird bill enacted new VLF funding allocations for new cities and before those allocations were repealed. The City of Wildomar incorporated on July 1, 2008. The City of Menifee incorporated on October 1, 2008. The City of Eastvale incorporated on October 1, 2010. The City of Jurupa Valley officially incorporated on July 1, 2011, only two days after SB 89 repealed the VLF allocation formulas for new cities. SB 89's elimination of VLF allocations created severe fiscal hardships for cities that incorporated with the expectation that they would receive VLF revenues under the formulas enacted by the 2006 Laird bill.

After 4 years of relentless work and effort on this issue, our firm was able to secure \$24 million dollars in fiscal relief to these four cities through a budget trailer bill, SB 107 (Budget, 2016).

UNDERSTANDING OF SCOPE OF SERVICES & APPROACH

Our firm lists our scope of services in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance you may require in Sacramento, such as setting up meetings with the appropriate legislators, Governor's office, various state departments and funding opportunities.

Our firm will work cooperatively with the City's management team to review, learn and provide advice on the City's legislative priorities and project funding needs. We have years of experience reviewing and advising our local government clients on their Legislative Platforms in order to shape them around the City Councils priorities. Our firm will assist the City in reviewing and guiding the legislative priorities, outlined by the City Council, for the current year and outyears, along with providing the management team with draft letters and resolutions that reflect the City's legislative priorities. This will help ensure we have direction from the City, which will assist our firm in providing a strategy to accomplish the City's priorities and goals. Additionally, our firm will provide the City with ongoing reports that identify and outline grant funding opportunities.

Advocacy:

Our firm actively monitors, reviews and participates in the daily activities of the Capitol and the State Agencies. We receive a copy of every bill introduced and each set of amendments. We will read each bill and the amendments and send those that we feel may be of interest to your City. In addition, as the legislative proposals develop, we provide you with fact sheets and analysis of the bills that may affect you. We provide your City a "weekly report" with the status of all bills either watched, supported and/or opposed by your City.

Additionally, we actively sponsor bills on behalf of our client's as well as maintain a constant line of communication with the Members of the Legislature and their staff to ensure we are apprised of upcoming proposals. Our firm will assist in preparing written correspondence on any/all issues of importance to the City. That said, we do not unilaterally adopt positions on behalf of the City. We work very closely with the City's management team under the direction of the City Council.

Whenever your City sponsors or adopts a position on legislation and/or proposed regulations, we cover all bases. We meet with the Author's office, the Committee Consultants (both Democrat and Republican), Legislative Leadership, Governor's office, all pertinent stakeholders, and provide testimony in each Committee in order to ensure your City's position is known and ultimately supported. Additionally, we will assist the management team with draft letters of support, position statements, talking points and any additional advocacy that the issue requires.

Our firm will work closely with the City's management team under the direction of the City Council to develop strategies tailored to the specific issues. Every legislative policy has numerous strategies, proponents and opponents, and they all vary depending on the issue. Our firm will assist in identifying the most appropriate strategy for each issue and building coalitions with stakeholders that support the City's legislative and policy positions.

Funding:

Our firm proactively identifies any/all funding opportunities for your City and will provide you, on a quarterly basis, with a memo outlining all available grant funding from the State. Our firm will also assist you in developing your project proposals for each potential grant application. Once the City has identified a grant to apply for, our firm will schedule a meeting with the Agency staff overseeing the project to discuss the City's project and application in greater detail to ensure the City's application is competitive and meets all of the guidelines and requirements of the grant program. Often times, these meetings lead to additional funding opportunities for the City. Additionally, we will work with your legislator's, Assemblymember Wilson and Senator Dodd, to obtain letters of support for your grant applications.

We recommend the City request our firm set-up a series of "action days" in Sacramento to meet with the various State Agencies overseeing the desired grant funding in an effort to craft a competitive proposal. This is also an opportunity to meet with Legislator's and Legislative Committees to seek their input and support on any funding the City is seeking. Likewise, this will provide an opportunity for the City to receive information and provide input on any funding opportunities that may be available or coming available.

In addition to grant funding, our firm will assist the City in developing and submitting "Members Request" for funding through the State Budget. We have been extremely successful in advocating for "Members Requests" on behalf of our clients. Please note, our attached funding accomplishments do not reflect Members Requests. Although our firm assists in the efforts for this funding, ultimately, it is your Legislator's that make the request and they deserve the credit.

Increased presence:

An invaluable part of achieving the City's goals and objectives is establishing a voice in Sacramento. Our firm will accomplish this by maintaining our relationships and communication with key policy makers on your behalf. We strongly recommend you request our firm to set up a series of "action days" in Sacramento to meet with legislator's, key committee members and staff, the Governor's office, and State Agencies to discuss the City's priorities.

Our firm will be present to represent Suisun City's positions on legislation in every pertinent committee, on the floors of both houses, and in front of any state agency overseeing an issue of importance to the City. This will ensure your priorities are heard while developing a presence in Sacramento on important local government issues.

Regulatory and Administrative:

The regulatory and administrative process are often the most time consuming and onerous part of advocacy. State Agencies within the State of California have continued to grow as the Legislature has provided many of them with new powers and responsibilities. Moreover, recent state budget investments and legislation have resulted in unprecedented amounts of funding for various projects. Our firm will monitor, analyze, participate and influence State Agencies with administrative actions of interest to the City. The process for regulations and funding guidelines will be handled in the same manner as legislative matters. We will work closely with the City to establish policy direction and we will take the necessary steps to best represent the City before the State Agencies.

Tracking and Reporting:

Our firm actively monitors, reviews and participates in the daily activities of the Capitol and the State Agencies. We receive a copy of every bill introduced and each set of amendments. We will read each bill and the amendments and send those that we feel may be of interest to your City. In addition, as the legislative proposals develop, we provide you with fact sheets and analysis of the bills that may affect you.

Our firm will provide your City with a weekly report, which we send out every Thursday or Friday, depending upon the legislative calendar. We tailor our weekly report to ensure it provides a specific update on the legislative proposals identified/adopted by your City Council. Additionally, we will provide the City with a monthly written and oral report of legislative activity, as requested, either virtually or in person, as requested by the City. Furthermore, our firm will assist the City in the filing of all lobbyist and expenditure disclosure forms and reports in a timely manner.

Our firm maintains a constant line of communication with the Members of the Legislature and their staff to ensure we are apprised of upcoming proposals. Our firm will assist in preparing written correspondence on any/all issues of importance to the City. That said, we do not unilaterally adopt positions on behalf of the City. We work very closely with the City's management team under the direction of the City Council.

Relationship Building:

Our strategic approach to advocacy is custom tailored to the unique needs of each of our clients by utilizing our 47 years of experience and relationships with Legislator's, the Administration and stakeholders. As previously mentioned, we represent a large number of local governments, which provides us the unique opportunity to work with each member of the Legislature. Recognizing the number of Legislators coming out of local governments, we have established relationships prior to them being elected to the Legislature.

Relationships and respect matter in Sacramento and we are extremely proud of the personal and professional relationships we have with the Executive Branch, State Agencies as well as the members of the Legislature. Our long-standing presence in Sacramento enables us to successfully represent your City. We encourage you to contact our clients and any member of the Legislature and ask them about our firm and the services we provide.

REFERENCES

In addition to the following references, I have enclosed a list of our present clients. As you can see, we represent a large number of municipal agencies. We believe our base of clients have provided us the unique opportunity to work with each member of the Legislature. Recognizing the number of Legislators coming out of local governments, we have established relationships prior to them being elected to the Legislature. I would recommend you contact any Legislator and ask them about our firm. In addition, we encourage you to discuss our representation with any of our clients.

- 1. David Gassaway, City Manager City of Fairfield
 1000 Webster Street
 Fairfield, CA 94533
 (707) 428-7398
 dgassaway@fairfield.ca.gov
- 2. Thaddeus McCormick, City Manager City of Lakewood 5050 Clark Ave Lakewood, CA 90712 562-866-9771 Tmack@lakewoodcity.org
- 3. Chris Freeland, City Manager City of Indian Wells 44-950 El Dorado Drive Indian Wells, CA 92210 760 346-2489 cfreeland@indianwells.com
- 4. John Moreno, City Manager
 City of Paramount
 16400 Colorado Ave
 Paramount, CA 90723
 (562) 220-2000
 imoreno@paramountcity.com
- 5. Michael Chandler, City Manager 525 Henrietta Street Martinez, CA 94553 Phone: (925) 372-3517 mchandler@cityofmartinez.org

COMPENSATION AND FEE PROPOSAL

Please see the separate attached document.

CONFLICTS OF INTEREST

Our firm intentionally only considers new clients that will not conflict with our existing clients. We have had numerous offers from Counties and large Cities to represent them in Sacramento, however, we always decline. Counties and large Cities do not have the same fiscal structure as our current client Cities and typically have different priorities. A majority of our client cities are small to medium size cities that rely heavily on sales tax and have specific issues that the large local government associations will not take on. We specialize in one-off issues related to your City and will utilize our base of client cities to be part of the solution.

In the extremely rare case that there is a conflict between any of our clients, we have successfully work with both clients to find a solution that works for both parties. In our Firm's 49 years of experience, we have only experienced 1 conflict amongst our clients. In that case, one client City introduced legislation to take over land use in another clients City, which made a conflict for all of our client cities. We tried to find an agreement between the 2 clients, however, we were unable to. Ultimately, the City that was trying to take over land use terminated our contract, our firm killed their bill in the Legislature, and the City reinstated our contract after the issue was resolved. Both Cities are clients today.

ADDITIONAL INFORMATION

Please see attached documents.



Joe A. Gonsalves & Son

Jason A. Gonsalves Paul A. Gonsalves PROFESSIONAL LEGISLATIVE REPRESENTATION 925 L ST. · SUITE 250 · SACRAMENTO, CA 95814-3766 916 441-0597 · FAX 916 441-5061

Email: gonsalves@gonsalvi.com

COMPENSATION AND FEE PROPOSAL

In our contract we charge a retainer on a monthly basis. The retainer is all inclusive of the services we would provide for your City. We do not charge for any additional costs. Additionally, all of our contracts include a 30-day cancelation clause as we are confident on our ability to provide your City with an unparallel level of service.

Our Firm lists the scope of services we provide for our clients in very general terms. We purposely do this to ensure that each client has the flexibility to request any assistance our clients may require in Sacramento such as setting up meetings with the appropriate legislators, Governor's office or the various state departments. Should you have any changes you would like to make in the Scope of Services, please feel free to discuss them with me.

Given our prior relationship with the City, we respectfully propose a monthly fee of \$3,500 per month.

2024-2025 (Remaining 6 months)

| TOTAL ANNUAL RATE | MONTH | MONTHLY RATE |
|-------------------|----------|--------------|
| \$21,000 | JANUARY | \$3,500 |
| 42 1,000 | FEBRUARY | \$3,500 |
| | MARCH | \$3,500 |
| | APRIL | \$3,500 |
| | MAY | \$3,500 |
| | JUNE | \$3,500 |

| 25-2026 FOTAL ANNUAL RATE | MONTH | MONTHLY RATE |
|------------------------------|-----------|--------------|
| \$42,000 | JULY | \$3,500 |
| Ų.2,000 | AUGUST | \$3,500 |
| | SEPTEMBER | \$3,500 |
| , | OCTOBER | \$3,500 |
| | NOVEMBER | \$3,500 |
| | DECEMBER | \$3,500 |
| | JANUARY | \$3,500 |
| | FEBRUARY | \$3,500 |
| | MARCH | \$3,500 |
| | APRIL | \$3,500 |
| | MAY | \$3,500 |
| | JUNE | \$3,500 |

EXHIBIT A

CITY OF LAWNDALE 14717 Lawndale Blvd. Lawndale, CA 90260

RFP NO. 2410-34

RFP PROPOSAL FORM

PROPOSER'S RESPONSES TO RFP FOR LEGISLATIVE AND LOBBYING SERVICES

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

| 1 Toposai Cabillitoa = | · y · | |
|------------------------|---------------------------------------|------------------------|
| Joe A. Gonsalves | & Son | Gonsalvi.com |
| Name of Firm | . 4. 0011 | Website |
| 925 L Street, Suite | 250 | |
| Address | | |
| Sacramento | CA | 95814 |
| City | State | Zip Code |
| Jason Gonsalves | | Gonsalves@gonsalvi.com |
| Printed Name/Title | of Contact | Email |
| 916-441-0597 | 916-441-5061 | |
| Telephone Number | /Fax Number | |
| Jason Gonsal | | |
| Name of official aut | horized to bind firm to terms of subn | nittal |
| | | |
| Form of Business (| Organization: | |
| Please indicate the f | following (check one): | |
| Corporation | X | |
| Partnership | | |
| Sole Proprietorship | | |
| Other: | | |

| | ess History: ng have you been in b | usiness under | your current nar | me and form of busi | ness organization? |
|--------------------|-----------------------------------------------------|-----------------------------------|-------------------------------------------------|-------------------------------------|-----------------------------------------------|
| | Years | | | | |
| If less | | | | | nt name, what was that |
| | | | | | |
| Adden | da Received: | | | | |
| Please | indicate addenda info | rmation you ha | ave received reg | arding this RFP: (if | needed) |
| | Addendum No Addendum No Addendum No | _ | Date Received Date Received Date Received | : | |
| No Ad | denda received regard | ling this RFP: _ | RFP No. | 2410-34 Addendu | m #1 |
| Refere | ences: | | | | |
| Please compa | e supply the names arable goods as reque | of companies/ sted in this RFF | /agencies for w ⊃. | hom you recently | supplied and installed |
| City of In Name | ndian Wells 44-950 I of Company/Agency | El Dorado Dr. Address | Indian Wells, (Person to co | CA 92210 Chris Fontact/Telephone No | reeland, City Manage 760-346-2489 |
| itv of Lal | kewood 5050 Clark | Ave, Lakewo | od, CA 90712 | Thaddeus McCo | ormick, City Manager |
| Name | of Company/Agency | Address | Person to con | tact/Telephone No. | 562-866-9771 |
| Citv of Fa | airfield 1000 Webst | er St., Fairfiel | d, CA 94533 | David Gassaway, | City Manager |
| | of Company/Agency | Address | Person to con | tact/Telephone No. | 707-428-7398 |
| □ Is cu | the Compensation a arrent for Fiscal Year Yes | and Fee Prop 2024-2025 (re | osal attached maining 6 mon | and include a cosths) AND cost for | st breakdown for bot Fiscal Year 2025-2026 |

RFP No. 2410-34 - ADDENDUM #1 Professional Legislative and Lobbying Services October 17, 2024

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

| QUE | STIONS AND ANSWERS | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | Ouestion (s): Is this RFP for BOTH Federal and State legislative and lobbyist services While we understand the city is seeking both state and federal advocace services, would the City consider a proposal focused solely on state advocace or solely on federal advocacy? | |
| | Answer: The City is primarily focused on the federal level. However, if your firm is able provide both federal and state level advocacy services, that would be great to note and include in your proposal. | |

END OF ADDENDUM

Proposer's Signature:

Proposer's Firm Name: 100 A. GONSTWES + SON

(Please sign and submit this acknowledgement with your RFP)

Joe A. Gonsalves & Son

Anthony D. Gonsalves Jason A. Gonsalves Paul A. Gonsalves

PROFESSIONAL LEGISLATIVE REPRESENTATION 925 L ST. · SUITE 250 · SACRAMENTO, CA 95814-3766 916 441-0597 · FAX 916 441-5061

Email: gonsalves@gonsalvi.com

CLIENT LIST

ACCESS SERVICES

3449 Santa Anita Avenue El Monte, CA 91731 Andre Colaiace, Executive Director (213) 270-6000

AMERICAN PROMOTIONAL EVENTS, INC. dba TNT FIREWORKS

555 North Gilbert Street Fullerton, CA 92833 Carson Anderson, President (714) 738-1002

BOYS REPUBLIC

1907 Boys Republic Drive Chino Hills, CA 91709 Chris Burns, Ph.D., Executive Director (909) 628-9222

BURRTEC WASTE & RECYCLING SERVICES, LLC

41-575 Eclectic Street Palm Desert, CA 92260 Frank Orlett, Vice President (760) 340-5901

<u>CALIFORNIA ASSOCIATION OF DUI</u> TREATMENT PROGRAMS "CADTP"

218 North Glendora Avenue La Puente, CA 91744 Barbara Aday-Garcia, Executive Director (626) 862-2215

CALIFORNIA CITY MANAGEMENT FOUNDATION "CCMF"

2533 Brown Dr. El Cajon, CA 92020 Ken Pulskamp, Executive Director (844) 226-2411

CALIFORNIA MUNICIPAL FINANCE **AUTHORITY "CMFA"**

2111 Palomar Airport Road Carlsbad, CA 92011 John Stoecker, Financial Advisor (760) 930-1221

CALIFORNIA PRODUCER-HANDLER ASSOCIATION

313 Casa Linda Drive Woodland, CA 95695-4722 Amos DeGroot, President (530) 662-1228

GALE BANKS ENGINEERING

546 South Duggan Avenue Azusa, CA 91702 Gale Banks, President (626) 969-9600

GATEWAY WATER MANAGEMENT **AUTHORITY "GWMA"**

16401 Paramount Blvd. Paramount, CA 90723 Grace J. Kast, Executive Officer (626) 485-0338

LONG BEACH TRANSIT

Post Office Box 731 1963 E. Anaheim St. Long Beach, CA 90801 Kenneth McDonald, President & CEO (562) 489-8485

MOSH-1

1320 Calaveras Streetr Graham, TX 76450 Shawn Bryan, CEO (505) 463-2219

ORANGE COUNTY WATER DISTRICT

18700 Ward Street Fountain Valley, CA 92708 Alicia Harasty Legislative Affairs Liaison (714) 378-3268

PACIFIC EDUCATIONAL SERVICES, INC.

Auburn, CA 95603 Walt Stockman, President (530) 888-1010

PORT OF STOCKTON

2201 W. Washington Street Stockton, CA 95203 Kirk DeJesus, Port Director (209) 946-0246

SAN GABRIEL VALLEY WATER ASSOCIATION "SGVWA"

725 North Azusa Avenue Azusa, CA 91702 Russ Bryden, Executive Officer (626) 815-1305

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT "SCAQMD"

21865 Copley Drive Diamond Bar, CA 91765 Wayne Nastri, Executive Officer (909) 396-3203

TWENTY-NINE PALMS BAND OF

MISSION INDIANS

46-200 Harrison Place Coachella, CA 92236 Mike Darrell, Chairman (760) 625-6067

<u>VALLEJO FLOOD AND WASTEWATER</u> DISTRICT "VFWD"

450 Ryder Street Vallejo, CA 94590 Jeff Tucker, Director of Finance/Treasurer (707) 652-7802

WILLDAN GROUP, INC.

2401 East Katella Avenue, Suite 300 Anaheim, CA 92806-6073 Vanessa Munoz, President Business Development (714) 940-6300

CITY OF ARTESIA

18747 Clarkdale Avenue Artesia, CA 90701 Melissa Burke, City Manager (562) 865-6262

CITY OF ATASCADERO

6500 Palma Avenue Atascadero, CA 93422 Jim Lewis, City Manager (805) 461-5000

ATHERTON, TOWN OF

80 Fair Oaks Lane Atherton, CA 94027 George Rodericks, City Manager (650) 752-0529

CITY OF BANNING

99 East Ramsey Street Banning, CA 92220 Doug Schulze, City Manager (951) 922-4860

CITY OF BARSTOW

220 East Mountain View St. Suite A Barstow, CA 92311 Andy Espinoza Jr., City Manager (760) 255-5195

CITY OF BELLFLOWER

16600 Civic Center Drive Bellflower, CA 90706-5494 Ryan Smoot, City Manager (562) 804-1424

CITY OF BLYTHE

235 N. Broadway Blythe, CA 92225 Mallory Crecelius, City Manager (760) 922-4938

CITY OF CARSON

701 E. Carson Street Carson, CA 90745 David C. Roberts, Jr., City Manager (310) 952-1728

CITY OF CERRITOS

Post Office Box 3130 18125 Bloomfield Avenue Cerritos, CA 90703-3130 Robert A. Lopez, City Manager (562) 860-0311

CITY OF CHINO

T3220 Central Avenue Chino, CA 91710 Dr. Linda Reich, City Manager (909) 334-3390

CITY OF COMMERCE

2535 Commerce Way Commerce, CA 90040-1487 Ernie Hernandez, City Manager (323) 722-4805

CITY OF CUPERTINO

10300 Torre Avenue Cupertino, CA 95014 Pamela Wu, City Manager (408) 777-3212

CITY OF DIAMOND BAR

21810 Copley Drive Diamond Bar, CA 91765 Dan Fox, City Manager (909) 839-7010

CITY OF EL CENTRO

1275 W. Main Street El Centro, CA 92243 Cedric Ceseña, City Manager (760) 337-4540

CITY OF EL SEGUNDO

350 Main Street El Segundo, CA 90245 Darrell George, City Manager (310) 524-2300

CITY OF ELK GROVE

8401 Laguna Palms Way Elk Grove, CA 95758 Jason Behrmann, City Manager (916) 478-2249

CITY OF FAIRFIELD

1000 Webster Street Fairfield, CA 94533 David Gassaway, City Manager (707) 428-7400

CITY OF FILLMORE

250 Central Avenue Fillmore, CA 93015 David W. Rowlands, City Manager (805) 524-1500 ext. 209

CITY OF FOLSOM

50 Natoma Street Folsom, CA 95630 Elaine Andersen, City Manager (916) 461-6010

CITY OF FONTANA

8353 Sierra Avenue Fontana, CA 92355 Matthew Ballantyne, City Manager (909) 350-7659

CITY OF GLENDORA

116 East Foothill Blvd. Glendora, CA 91741 Adam Raymond, City Manager (626) 914-8201

CITY OF HAWAIIAN GARDENS

21815 Pioneer Blvd. Hawaiian Gardens, CA 90716 Ernesto Marquez, City Manager (562) 420-2641 ext. 201

CITY OF INDIAN WELLS

44-950 El Dorado Drive Indian Wells, CA 92210 Chris Freeland, City Manager (760) 346-2489

CITY OF INDUSTRY

15625 East Stafford Street City of Industry, CA 91744 Joshua Nelson, City Manager (626) 333-2211

CITY OF IRWINDALE

5050 N. Irwindale Avenue Irwindale, CA 91706 Julian A. Miranda, City Manager (626) 430-2217

CITY OF JURUPA VALLEY

8930 Limonite Avenue Jurupa Valley, CA 92509 Rod Butler, City Manager (951) 332-6464

CITY OF KERMAN

850 S. Madera Avenue Kerman, CA 93630 John Jansons, City Manager (559) 846-9450

CITY OF LA MIRADA

13700 La Mirada Blvd. La Mirada, CA 90638 Jeff Boynton, City Manager (562) 943-0131

CITY OF LA PUENTE

La Puente, CA 91744 Bob Lindsey, City Manager (626) 855-1500

CITY OF LA QUINTA

78-495 Calle Tampico LaQuinta, CA 92253 Jon McMillen, City Manager (760) 777-7030

CITY OF LAKE FOREST

100 Civic Center Drive Lake Forest, CA 92630 Debra Rose, City Manager (949) 461-3437

CITY OF LAKEWOOD

5050 Clark Avenue Lakewood, CA 90712 Thaddeus McCormack, City Manager (562) 866-9771

CITY OF LOMITA

24300 Narbonne Avenue, PO Box 339 Lomita, CA 90717 Andrew Vialpando, City Manager (310) 325-7110

LOS ALTOS HILLS, TOWN OF

26379 Fremont Road Los Altos Hills, CA 94022 Peter Pirnejad, City Manager (650) 941-7222

CITY OF LYNWOOD

11330 Bullis Road Lynwood, CA 90262 Julian Lee, Interim City Manager (310) 603-0220 Ext. 200

CITY OF MARTINEZ

525 Henrietta Street Martinez, CA 94553 Michael Chandler, City Manager (925) 372-3505

CITY OF MILPITAS

455 E. Calaveras Blvd. Milpitas, CA 95035 Ned Thomas, City Manager (408) 586-3059

CITY OF NORCO

2870 Clark Avenue Norco, CA 92860 Lori Sassoon, City Manager (951) 735-3900

CITY OF NORWALK

12700 Norwalk Blvd. Room 3 Norwalk, CA 90650 Jesus M. Gomez, City Manager (562) 929-5700

CITY OF PALM DESERT

73-510 Fred Waring Drive Palm Desert, CA 92260 Todd Hileman, City Manager (760) 346-0611

CITY OF PALMDALE

38300 Sierra Highway Ste. A Palmdale, CA 93550 Ronda Perez, City Manager (661) 267-5100

CITY OF PARAMOUNT

16400 Colorado Avenue Paramount, CA 90723 John Moreno, City Manager (562) 220-2225

CITY OF RANCHO CORDOVA

2729 Prospect Park Drive Rancho Cordova, CA 95670 Micah Runner, City Manager (916) 851-8700

CITY OF REDDING

777 Cypress Avenue Redding, CA 96001 Barry Tippin, City Manager (530) 225-5095

CITY OF ROSEVILLE

311 Vernon Street Roseville, CA 95678 Dominick Casey, City Manager (916) 774-5362

CITY OF SANTA CLARITA

23920 Valencia Blvd. Suite 120 Santa Clarita, CA 91355 Kenneth W. Striplin, Ed.D (661) 255-4905

CITY OF SIGNAL HILL

2175 Cherry Avenue Signal Hill, CA 90755 Carlo Tomaino, City Manager (562) 989-7305

CITY OF SIMI VALLEY

2929 Tapo Canyon Road Simi Valley, CA 93063 Samantha Argabrite, City Manager (805) 583-6701

CITY OF SOUTH GATE

8650 California Avenue South Gate, CA 90280 Rob Houston, City Manager (323) 563-9503

CITY OF THOUSAND OAKS

2100 Thousand Oaks Blvd. Thousand Oaks, CA 90280 Andrew P. Powers, City Manager (805) 449-2121

CITY OF TORRANCE

3031 Torrance Blvd. Torrance, CA 90503 Aram Chaparyan, City Manager (310) 328-5310

CITY OF TWENTYNINE PALMS

6136 Adobe Road Twentynine Palms, CA 92277 H. Stone James, City Manager (760) 367-6799

CITY OF VACAVILLE

650 Merchant Street Vacaville, CA 95688 Aaron Busch, City Manager (707) 449-5100

CITY OF VALLEJO

555 Santa Clara Street, 3rd Floor Vallejo, CA 94590 Andrew Murray, City Manager (707) 648-4576

CITY OF VICTORVILLE

14343 Civic Drive Victorville, CA 92393 Keith C. Metzler, City Manager (760) 955-5029

CITY OF WEST COVINA

1444 West Garvey Avenue, Room 305 West Covina, CA 91790 Paulina Morales, City Manager (626) 939-8401

CITY OF WHITTIER

13230 Penn Street Whittier, CA 90602 Brian Saeki, City Manager (562) 567-9300

CITY OF WILDOMAR

23873 Clinton Keith Rd, Ste. 201 Wildomar, CA 92595 Dan York, City Manager (951) 677-7751 ext. 209

WINDSOR, TOWN OF

9291 Old Redwood Hwy, Bldg. 400 Windsor, CA 95492 Jon Davis, Town Manager (707) 838-5335

CITY OF YUCAIPA

34272 Yucaipa Blvd. Yucaipa, CA 92399 Chris Mann, City Manager (909) 797-2489, ext. 223



PROJECT FUNDING SECURED BY: JOE A. GONSALVES & SON

| Project Name | Joe A. Gonsalves & Son Client | Grant Amount \$ |
|---------------------------------|-------------------------------|-----------------|
| Roseville Public Library | City of Roseville | \$10,000 |
| Pomona Public Library | City of Pomona | \$8,500 |
| Irwindale Public Library | City of Irwindale | \$5,000 |
| Beaumont Library District | City of Beaumont | \$95,000 |
| Torrance Public Library | City of Torrance | \$16,075 |
| Santa Fe Springs City Library | City of Santa Fe Springs | \$19,000 |
| Rancho Cucamonga Public Library | City of Rancho Cucamonga | \$561,982 |
| Hemet Public Library | City of Hemet | \$28,657 |
| Folsom Public Library | City of Folsom | \$23,000 |
| Safe Routes to School | City of Redding | \$373,700 |

| Safe Routes to School | City of Alameda | \$276,900 |
|---------------------------------------------------|-----------------------|---------------|
| Safe Routes to School | City of Concord | \$436,400 |
| Safe Routes to School | City of Claremont | \$450,000 |
| Safe Routes to School | City of La Puente | \$387,000 |
| | | |
| Safe Routes to School | City of Palmdale | \$449,800 |
| Safe Routes to School | City of South Gate | \$449,500 |
| Safe Routes to School | City of Thousand Oaks | \$332,000 |
| Safe Routes to School | City of Eastvale | \$150,100 |
| Safe Routes to School | City of Fontana | \$254,200 |
| Safe Routes to School | City of Moreno Valley | \$416,700 |
| Safe Routes to School | City of Wildomar | \$170,800 |
| Safe Routes to School | City of Placentia | \$409,000 |
| Safe Routes to School | City of Pomona | \$900,000 |
| Proposition 1B Trade Corridor Improvement Fund | Port of Long Beach | \$299,795,000 |
| State Highway Operation and Protection Program | Port of Long Beach | \$200,205,000 |

| Statewide Park Development & Community Revitalization Program | City of South Gate | \$2,000,000 |
|---------------------------------------------------------------|--------------------------|--------------|
| Statewide Park Development & Community Revitalization Program | City of Rosemead | \$3,134,066 |
| Statewide Park Development & Community Revitalization Program | City of Rancho Cucamonga | \$3,941,136 |
| Statewide Park Development & Community Revitalization Program | City of Paramount | \$4,580,902 |
| | | |
| Safe Routes to School | City of La Puente | \$664,470 |
| Bruggemeyer Memorial Library | City of Monterey Park | \$8,845,850 |
| Camarillo Library | City of Camarillo | \$15,621,473 |
| Fairfield Cordelia Library | City of Fairfield | \$4,100,385 |
| Fontana Library | City of Fontana | \$14,900,075 |
| Lawndale Library | City of Lawndale | \$7,300,132 |
| National City Public Library | City of National City | \$11,112,814 |
| Redding - Shasta County Library | City of Redding | \$12,177,532 |
| Victoria Gardens Library | City of Rancho Cucamonga | \$7,752,688 |
| SF Bay to Stockton Ship Channel Deepening Project | Port of Stockton | \$17,500,000 |

| Sacramento River Deep Water Channel Project | City of West Sacramento Port of Sacramento | \$10,000,000 |
|---------------------------------------------------|--------------------------------------------|---------------|
| Gateway-Valley Grade Separation | City of Santa Fe Springs | \$25,570,000 |
| Washington Blvd Widening & Reconstruction Project | City of Commerce | \$5,800,000 |
| Gerald Desmond Bridge Replacement | Port of Long Beach | \$250,000,000 |
| Ports Rail System Pier F | Port of Long Beach | \$4,650,000 |
| Ports Rail System Track Realignment | Port of Long Beach | \$23,960,000 |
| Port Rail System Pier B Realignment | Port of Long Beach | \$4,180,000 |
| Port Terminal Island Track Realignment | Port of Long Beach | \$3,790,000 |
| Port Computerized Train Control | Port of Long Beach | \$11,850,000 |
| Reeves Ave Closure and Grade Separation | Port of Long Beach | \$31,180,000 |
| Navy Mole Storage Yard | Port of Long Beach | \$5,930,000 |
| New Cerritos Rail Bridge/Triple Track S. of | Port of Long Beach | \$38,330,000 |
| West Basin road Rail Access Improvements | Port of Long Beach | \$47,560,000 |
| Pier 400 Second Lead Track | Port of Long Beach | \$3,670,000 |
| Sunset Avenue Grade Separation | City of Banning | \$10,000,000 |

| Corridor Logistics Access Project (Cherry Street) | City of Fontana | \$30,773,000 |
|------------------------------------------------------|-------------------|--------------|
| Corridor Logistics Access Project (Citrus Street) | City of Fontana | \$23,600,000 |
| Corridor Logistics Access Project (Riverside Street) | City of Fontana | \$14,096,000 |
| Glen Ridge Apartments | City of Carlsbad | \$5,921,777 |
| CalHome | City of Roseville | \$600,000 |
| CalHome | City of Chino | \$400,000 |
| CalHome | City of Vista | \$600,000 |
| CalHome | City of Redding | \$600,000 |
| CalHome | City of Fairfield | \$600,000 |
| CalHome | City of Yuba City | \$600,000 |
| Palmdale Transit Village | City of Palmdale | \$2,200,000 |
| Santa Barbara Estates, Units 3 & 4 | City of Redding | \$132,300 |
| Santa Monica | City of Fairfield | \$1,080,000 |
| Central Station Town Homes | City of Fillmore | \$480,000 |
| Westerner Mobile Home Park | City of Elk Grove | \$250,000 |

| Mountain View Terrace Apartments | City of Beaumont | \$2,960,000 |
|-----------------------------------------|-------------------------|-------------|
| Westview Terrace Apartments | City of Banning | \$2,833,000 |
| CalHome | City of Pomona | \$900,000 |
| CalHome | City of Fairfield | \$900,000 |
| CalHome | City of Simi Valley | \$900,000 |
| Workforce Housing Reward Program | City of Concord | \$324,800 |
| Workforce Housing Reward Program | City of Roseville | \$20,240 |
| Workforce Housing Reward Program | City of West Sacramento | \$54,880 |
| Computers, Vehicles for Sheriff Station | City of Bellflower | \$30,000 |
| | | 0.400.000 |
| Restoration of Camarillo Ranch | City of Camarillo | \$493,000 |
| Cascade Park | City of Monterey Park | \$225,000 |
| Community Center | City of Irwindale | \$150,000 |
| Mae Boyer Park | City of Lakewood | \$750,000 |
| Historic Roseville Project | City of Roseville | \$250,000 |
| Preservation of Camarillo Ranch | City of Camarillo | \$492,605 |
| | 1 | |

| Total Project Grants | , | \$1,208,628,639 |
|--------------------------------|-----------------------|-----------------|
| BOE Use Tax Refund | City of Redding | \$1,500,000 |
| Tiger Field Improvements | City of Redding | \$500,000 |
| Youth Facility Improvements | City of Palmdale | \$500,000 |
| Sports Complex | City of Redding | \$10,000,000 |
| Police Services | City of La Mirada | \$500,000 |
| East Ventura Park | City of Ventura | \$250,000 |
| Pavement Improvement Program | City of Lakewood | \$700,000 |
| ERAF Adjustment/Correction | City of Laguna Niguel | \$600,000 |
| Performing Arts Center | City of La Mirada | \$400,000 |
| Alternative to Gang Programs | City of Bellflower | \$50,000 |
| Sleepy Hollow Community Center | City of Chino Hills | \$250,000 |
| La Loma Park Renovation | City of Monterey Park | \$150,000 |
| Langley Senior Center | City of Monterey Park | \$350,000 |

| LEGISLATION | SUBJECT | SUMMARY |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | |
| | Planning and zoning: housing | Would authorize a local government to pass an ordinance, notwithstanding any local restrictions on adopting zoning ordinances, to zone any parcel for up to 10 units of residential density per parcel, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site, as those terms are defined. In this regard, the bill would require the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2022 Died in Assembly Appropriations Committee |
| SB 902 (Wiener) | development: density | located on an eligible parcel to submit an application for a streamlined, ministerial |
| CD CA (William) | Planning and zoning; housing development: streamlined approval: incentives | approval process that is not subject to a conditional use permit. The bill would define a "neighborhood multifamily project" to mean a project to construct a multifamily structure on vacant land, or to convert an existing structure that does not require substantial exterior alteration into a multifamily structure, consisting of up to 4 residential dwelling units and that meets local height, setback, and lot coverage zoning requirements as they existed on July 1, 2019. The bill would also define "eligible parcel" to mean a parcel that meets specified requirements, including requirements relating to the location of the parcel and restricting the demolition of certain housing development that may already exist on the site Died on the Senate |
| SB 50 (Wiener) | modified | Would beginning January 1, 2019, and except as provided, exempt motor vehicles that are 8 |
| AB 1274 (O'Donnell) | Smog check: exemption | or less model-years old from being inspected biennially upon renewal of registration. The bill would assess an annual smog abatement fee of \$25 on motor vehicles that are 7 or 8 model-years old. The bill would require a certain amount of the fee to be deposited into the Air Pollution Control Fund and to be available for expenditure, upon appropriation by the Legislature, to fund the Carl Moyer Memorial Air Quality Standards Attainment Program. |
| AB 1250 (Jones-Saywer) | Counties: contracts for personal services | Would establish specific standards for the use of personal services contracts by counties. The bill would allow a county or county agency to contract for personal services currently o customarily performed by employees, as applicable, when specified conditions are met. The bill would exempt certain types of contracts from its provisions, and would exempt a city and county from its provisions. By placing new duties on local government agencies, the bil would impose a state-mandated local program. The bill also would provide that its provisions are severable Worked with Author and the bill was amended to remove cities from the bill. |
| AB 398 (E. Garcia) | California Global Warming Solutions Act of 2006: market-based compliance mechanisms: fire prevention fees: sales and use tax manufacturing exemption. | The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. The act authorizes the state board to adopt a regulation that establishes a system of market-based declining annual aggregate emissions limits for source or categories of sources that emit greenhouse gases, applicable from January 1, 2012, to December 31, 2020, inclusive, as specified. This bill would require the state board, no later than January 1, 2018, to update the scoping plan, as specified Signed by the Governor |
| AB 617 (C. Garcia) | Nonvehicular air pollution: criteria air pollutants and toxic air contaminants. | Would require the State Air Resources Board to develop a uniform statewide system of annual reporting of emissions of criteria air pollutants and toxic air contaminants for use by certain categories of stationary sources. The bill would require those stationary sources to report their annual emissions of criteria air pollutants and toxic air contaminants, as specified Signed by the Governor |
| AD VI (C. Ourcia) | | Would require that the city council of a city or the board of supervisors of a county have exclusive authority to adopt or amend a general plan, specific plan, or zoning ordinance, the would convert any discretionary land use approval necessary for a project to ministerial approval; change the land use or zoning designation of a parcel or parcels to a more intensive designation; or authorize more intensive land uses within an existing land use |
| AB 890 (Medina) | Land use: planning and zoning: initiative | edesignation or zoning designation Vetoed by Governor |
| | | Current federal law recognizes the authority of a state or local government to manage public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for the use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by that government. Current federal law provides that no state or local government has the authority to regulate the entry of, or the rates charged by, a commercial mobile service, but permits a state to regulate the other terms and conditions of commercial mobile services. This bill would provide that a small cell, as defined, is a permitted use, subject on |

| | | LD L 1-11 to Descript to address deferred |
|------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SB 1 (Beall) | Transportation Funding | Would create the Road Maintenance and Rehabilitation Program to address deferred maintenance on the state highway system and the local street and road system. The bill would require the California Transportation Commission to adopt performance criteria, consistent with a specified asset management plan, to ensure efficient use of certain funds available for the program Signed by Governor |
| SB 5 (DeLeon) | California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018. | Would enact the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of \$4,000,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. The bill, upon voter approval, would reallocate \$100,000,000 of the unissued bonds authorized for the purposes of Propositions 1, 40, and 84 to finance the purposes of a drought, water, parks, climate, coastal protection, and outdoor access for all program. Stand by the Governor |
| Sh 3 (DeLeon) | Local government finance: property tax revenue allocations: vehicle license fee | Beginning with the 2004–05 fiscal year and for each fiscal year thereafter, current law requires that each city, county, and city and county receive additional property tax revenues in the form of a vehicle license fee adjustment amount, as defined, from a Vehicle License Fee Property Tax Compensation Fund that exists in each county treasury Signed by |
| SB 130 (Budget) | adjustments. | Governor |
| SB 568 (Lara) | Primary elections: election date. | Would, beginning in 2019, change the date of the statewide direct primary and the presidential primary to the first Tuesday after the first Monday in March and would continue the requirement that those elections be consolidated Signed by Governor |
| SB 649 (Hueso) | Wireless telecommunications facilities. | Current federal law recognizes the authority of a state or local government to manage public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for the use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by that government. Current federal law provides that no state or local government has the authority to regulate the entry of, or the rates charged by, a commercial mobile service, but permits a state to regulate the other terms and conditions of commercial mobile services. This bill would provide that a small cell, as defined, is a permitted use, subject only to a specified permitting process adopted by a city or county, if the small cell meets specified requirements Vetoed by Governor |
| AB 906 (Cooper) | Sacramento Regional Transit District. | Existing law provides for the creation of the Sacramento Regional Transit District, with specified powers and duties relative to the provision of public transit services and governed by a board of directors. Existing law provides for appointment of directors by member entities, and also provides that a city or county that is not annexed to the district may appoint at least one director as a participating entity if it enters into an agreement with the district that provides, among other things, for payment of the participating entity's proportionate share of the district's cost to provide rail or other districtwide transit services. Existing law, in that regard, provides for the proportionate share of the City of Elk Grove to be determined pursuant to a specified agreement between the city and the district. This bill would repeal those provisions relating to the proportionate share of the City of Elk Grove to be determined pursuant to the specified agreement Signed by the Governor |
| | Orange County Fair: sale of state property. | Existing law divides the state into agricultural districts within the boundaries of which agricultural associations may be formed. Existing law creates District 32a from real property commonly known as the Orange County Fair and authorizes the Department of General Services to sell all or any portion of the real property that composes District 32a. This bill would repeal the provision creating District 32a out of the Orange County Fair property and would repeal the provision authorizing the sale of that property by the department. The bill would also repeal the creation of the District 32a Disposition Fund in the State Treasury Signed by the Governor |
| AB 1907 (Daly) | South Coast Air Quality Management | This bill also would prohibit a member of the south coast district board from being issued a vehicle from the south coast district for greater than 7 days in a 30-day period if the board member is eligible for a vehicle or vehicle allowance from the local government from which he or she is appointed Read 3rd time, refused passage. |
| SB 1387 (DeLeon) | District Board | Authorizes the creation of an infrastructure and revitalization financing district and the issuance of debt with 2/3 voter approval. The bill would authorize the creation of a district for up to 40 years and the issuance of debt with a final maturity date of up to 30 years. The bill would authorize a district to finance projects in redevelopment project areas and former |
| AB 229 (Perez) | IFD's | redevelopment project areas and former military bases Signed by Governor |
| SB 628 (Beall) | Enhanced IFD's | Authorizes the legislative body of a city or a county, defined to include a city and county, to establish an enhanced infrastructure financing district, adopt an infrastructure financing plan, and issue bonds, for which only the district is liable, upon approval by 55% of the voters; to finance public capital facilities or other specified projects of communitywide significance. The bill would also authorize an enhanced infrastructure financing district to utilize any powers under the Polanco Redevelopment Act, - Signed by Governor |
| AB 806 (Dodd) | Community development: economic opportunity. | This bill would recast these provisions to instead authorize a city, county, or city and county, with the approval of its legislative body by resolution after a public hearing, to acquire, sell, or lease property in furtherance of the creation of an economic opportunity, as defined. The bill would require the resolution to contain a finding that the acquisition, sale, or lease of the property will assist in the creation of economic opportunity and would require the creation of an economic opportunity to be subject to specified public notice and hearing provisions Standed by the Governor |
| Can one (more) | | **Partial Lis |

| | | Would reenact, revise, and recast specified provisions relating to the California Massage |
|------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | Would rectact, fectise, an ected specified, whose 4-year terms would begin on that date Suned by Governor |
| AB 1147 (Bonilla) AB 1839 (Gotto) | massage inclupy | Extends the scope of the credits for a qualified motion picture to the applicable percentage of qualified expenditures up to \$100,000,000, would extend the credit to qualified expenditures for television pilot episodes, and would determine an applicable percentage of 25% or 20% for qualified expenditures. This bill would limit the aggregate amount of these new credits to be allocated in each fiscal year to up to \$330 million, and would, subject to a computation and ranking of applicants based on the jobs ratio, as defined, require the California Film Commission to allocate credit amounts subject to specified categories of qualified motion pictures Signed by Governor |
| AB 664 (Williams) | mone rance quantity | Would create the Gold Coast Transit District in the County of Ventura. The bill would provide that the jurisdiction of the district would initially include the Cities of Oxnard, Ventura, Port Hueneme, and Ojai and the unincorporated areas of the County of Ventura. The bill would authorize other cities in the County of Ventura to subsequently join the district. The bill would dissolve the existing joint powers agency known as Gold Coast Transit, and would create the district, on July 1, 2014 Signed by Governor |
| AB 971 (Garcia) | Paratransit Providers: Criminal History | Requires the Attorney General to furnish, and would authorize a local criminal justice agency to furnish, summary criminal information to a specified social services paratransit agency with respect to its contracted providers Signed by Governor |
| | | This bill would, instead of separate allocations to the central and southern zones, establish a maximum of 49 racing weeks per year in the combined central and southern zones. The bill would also require the board to allocate from those weeks a minimum number of weeks to certain racetracks in the central and southern zones that were used to conduct thoroughbred race meetings prior to 2012 and would authorize the board to allocate from those weeks a maximum number of weeks to certain racetracks in the southern zone that were not used to conduct thoroughbred race meetings in the southern zone prior to 2012 Signed by |
| AB 1303 (Hall) | Horse Racing Horse Racing: Satellite Wagering | Authorizes the California Horse Racing Board, notwithstanding any other law, to allocate racing days to a fair in the northern zone to be conducted by the fair or, at the request of the fair, to authorize the board to license a racing association that was licensed by the board to conduct racing meetings in California prior to 2010 to conduct live horse racing at the fair during the dates allocated to the fair by the board Signed by Governor |
| | Beach Fire Rings | Would require a city or county, including a charter city or charter county, to apply for a coastal development permit to remove or restrict the use of a beach fire ring, as defined, and would require that application to include specified information. The bill would not affect the applicability of a specified provision relating to ambient air quality standards, emission standards, or air pollution control programs or facilities established by the State Air Resources Board or an air pollution control or air quality management district Defeated Legilation |
| AB 1102 (Allen) | Deach Fire Kings | Too garrier Care |
| AB 2011 (Cooper) | Thoroughbred racing: northern, central, and southern zones: auxiliary offsite stabling, training, and vanning. | This bill would increase the amount that is required to be deducted to an amount not to exceed 2% in the northern, central, and southern zones, and would provide that this amount in the northern zone, if adjusted by the board, may be a different percentage of the handle for different associations and fairs, but only if all the associations and fairs agree to the differing percentages Signed by the Governor |
| | | Proposed to permit the legislative body of a city to provide by ordinance, without submitting the ordinance to the voters of the city for approval, for the election of members of the legislative body by district if the voters of the city previously rejected such an ordinance. |
| AB 1383 (Hernandez) | District-Based Elections | Proposed to permit the legislative body of a city to provide by ordinance, without submitting the ordinance to the voters of the city for approval, for the election of members of the legislative body by district if the voters of the city previously rejected such an ordinance. |
| AB 2715 (Hernandez) | District-Based Elections | Defeated Legislation |
| AB 1453 (Quirk-Silva) | Southern CA Veterans Cemetery | Requires the Department of Veterans Affairs, in voluntary cooperation with local government entities in Orange County, to design, develop, construct, and equip a state-owned and state-operated Southern California Veterans Cemetery to be located at a specified site in the City of Irvine. Subject to specified requirements described in federal law, the bill would make honorably discharged veterans, their spouses, and eligible dependent children eligible for interment in the cemetery Signed by Governor |
| | | Allows an owner of residential property in the Cities of Palmdale and Lancaster in the County of Los Angeles or the City of Ukiah in the County of Mendocino, or an agent of the property owner, to register vacant real property with the local law enforcement agency and to execute, under penalty of perjury, a Declaration of Ownership of Residential Real |
| AB 1513 (Fox) | Resdential Property | Property Signed by Governor |

| AB 1656 (Dickenson) | | Requires, by July 1, 2015, the Department of General Services to complete a long-range planning study of the state-controlled and owned office buildings in the County of Sacramento and the City of West Sacramento, including the headquarters of the State Board of Equalization (BOE), for the management of the state's space needs in the Sacramento region. The bill would require the Director of General Services to issue one or more requests for proposals for the planning, design, construction, and acquisition of facilities recommended by the Legislature based on the planning study. Signed by Governor |
|----------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Community royitalization | This bill would authorize the calculation to be made with a combination of census tracts and census block groups. The bill would also revise the conditions to require, among other things, an annual median household income that is less than 80% of the statewide, countywide, or citywide annual median household income. The bill would also authorize an authority to carry out a community revitalization plan if the census tract or census block groups within the community revitalization and investment area are within a disadvantage community, as prescribed. Signed by the Governor |
| AB 2492 (Alejo) | Community revitalization. Local Transportation Funds: Ventura | This bill would repeal the provisions specifically relating to Ventura County and the expenditure of local transportation funds there. This bill would also require the Ventura County Transportation Commission to post on its Internet Web site an annual report for 5 years, beginning September 1, 2014, on transit service within the county. Signed by |
| SB 203 (Pavley) SB 407 (Hill) | County Local Government Contracts | Includes within the definition of "local agency executive" any person who is a deputy or assistant chief executive officer, and any person whose position is held by an employment contract between that person and the local agency Signed by Governor |
| SB 498 (Lara) | Solid Waste: Biomass Conversion | The California Integrated Waste Management Act of 1989 defines "biomass conversion," to mean the controlled combustion used for the production of heat or electricity of specified materials for the purposes of the act. This bill would revise the definition of the term "biomass conversion" to mean the production of heat, fuels, or electricity by the controlled combustion of, or the use of other noncombustion thermal technologies on, those specified materials Signed by Governor |
| | Land Use: Mobile Home Parks | Specifies that the results of the survey are to be considered by the local agency in making its decision to approve, conditionally approve, or disapprove the map. The bill would authorize the local a gency to disapprove the map if it finds that the results of the survey have not demonstrated the support of at least a majority of the park's homeowners Signed by |
| SB 510 (Jackson) | Advertising Displays: Redevelopment project areas | Provides that an advertising display advertising businesses and activities within the boundar limits of, and as a part of, an individual redevelopment agency project, as the project boundaries existed on December 29, 2011, may remain and be considered an on-premises display, until January 1, 2023, if the advertising display meets specified criteria. This bill would authorize, on and after January 1, 2022, the applicable city, county, or city and county to request from the Department of Transportation an extension for good cause, as specified, beyond January 1, 2023, not to exceed the expiration of the redevelopment project area. |
| SB 684 (Hill) SB 1046 (Hill) | Driving Under the influence: ignition interlock device. | This bill would extend the pilot program in those counties until January 1, 2019. Effective January 1, 2019, and until January 1, 2026, the bill would make an individual whose license has been suspended for driving a motor vehicle when he or she has a certain blood-alcohol concentration and who is eligible for a restricted driver's license eligible for a restricted driver's license without serving any period of the suspension if the person meets all other eligibility requirements and the person installs an ignition interlock device Signed by the Governor |
| | | Current law designates illnesses and conditions that constitute a compensable injury for various employees, such as California Highway Patrol members, firefighters, and certain peace officers. These injuries include, but are not limited to, hernia, pneumonia, heart trouble, cancer, meningitis, and exposure to a biochemical substances, when the illness or condition develops or manifests itself during a period when the officer or employee is in service of his or her employer, as specified. This bill would expand the coverage of the above provisions relating to compensable injury, to include all peace officers described under specified provisions of law Vetoed by Governor |
| AB 2052 (Gonzalez) AB 2145 (Bradford) | Workers Compensation Electricity: Community Choice Aggregation | Would require solicitations of customers by a community choice aggregator contain, and communication by the community choice aggregator to the public or prospective and existing customers to be consistent with, specified information and would require that the implementation plan filed by a community choice aggregator completely describe certain matter required to be disclosed under existing law. The bill would authorize the Public Utilities Commission to require that a community choice aggregator, when registering with the commission, provide additional information to ensure compliance with basic consumer protection and other rules and other procedural matters Vetoed by Governor |
| AB 2378 (Perea) | Workers Compensation: Disability payments | Current law requires that aggregate disability payments for a single injury occurring on or after certain dates be limited, as provided. This bill would provide that the above-specified leaves of absence without loss of salary are payable in addition to the maximum aggregate disability payments for a single injury that is applicable to all workers. The bill would make these provisions applicable to all claims, regardless of the date of injury Vetoed barrial Lovernor |

| | Harra Paging | This bill would authorize the Los Angeles County Fair, subject to approval by the board, to conduct live racing meetings at another site within or outside of the County of Los Angeles in accordance with specified provisions Signed by Governor |
|-------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SB 721 | | Reallocates vehicle license fee (VLF) revenues to recently incorporated cities and to cities that annexed inhabited territory Vetoed by Governor |
| AB 1098 (Carter) | Carrier districts voter | Eliminates the voter approval requirement for a city or county to create an infrastructure financing district (IFD) and expands the types of projects that may be financed by an IFD. Vetced by Governor |
| SB 214 (Wolk) | Local government: infrastructure and | Expands the types of facilities and projects that can be financed under the infrastructure financing district (IFD) law, reduces the voter threshold for the creation of an IFD and the issuance of bonds for the IFD, authorizes an IFD to utilize the powers provided under the Polanco Redevelopment Act (Polanco Act), and renames IFD law to the Infrastructure and Revitalization Financing District (IRFD) Act Vetoed by Governor |
| AB 2144 (J. Perez) | Local Governments: Cities | This bill establishes a uniform disincorporation process for any city with a population of lethan 150 persons as of January 1, 2010, and allows that city's respective county board of supervisors to vote to continue the existence of that city within the county's boundaries in certain circumstances Defeated Legislation |
| AB 46 (J. Perez) | Property taxes: TEA formula allocation maintenance or improvement districts: City of Simi Valley | Clarifies how property taxes will be distributed to the City of Simi Valley once the City becomes the successor agency after the dissolution of the City's maintenance district Signed by Governor |
| AB 468 (Smyth) | Community Development | Appropriates funds to the Infill Incentive Grant Program and to the Transit-Oriented Development Program created by Proposition 1C: Housing and Emergency Shelter Trust Fund Act of 2006 Signed by Governor |
| AB 1585 (J. Perez) | Redevelopment | associated with the dissolution of RDAs and addresses substantive issues activities, repayment of loans from communities, use of existing bond proceeds, and the disposition retention of former RDA assets. In addition, the bill includes a variety of measures design to enhance compliance related to administrative processes, affordable housing Signed by Governor |
| AB 1484 (Budget) | Local planning: infill and Tansit-oriented development. | Proposed to establish parking standards for new transit-oriented development Defeated Legislation |
| AB 710 (Skinner) | Community Development Block | Makes changes to eligibility criteria and the requirements developed and used by the Department of Housing and Community Development to allocate funds under the federal |
| AB 232 (V. Perez) AB 904 (Skinner) | Program: Funds Local Government: Parking: Requirements | Community Block Grant Program to cities and counties Signed by the Governor Prohibits a city or county from requiring a minimum number of off-street parking spaces transit-intensive areas, according to a specified formula for residential and nonresidential areas, - Defeated Legislation |
| AB 2231 (Fuentes) | Sidewalks: Repairs | Provides that if a city, county, or city and county has an ordinance in place that requires the local entity to repair sidewalks, a repeal of the ordinance shall become effective only if the repealing ordinance is approved by voters on the measure in a consolidated or general election. Makes these provisions applicable to charter entities. Prohibits such local entitie from imposing a fee, charge or assessment, except a voluntary contractual assessment for such repairs, unless the ordinance is repealed Defeated Legislation |
| SB 1386 (A. Lowenthal) | Municipal Water Districts: Water Storage: Groundwater | Prohibits a water district located in a county with a specified population and where at leas 80% of the area of the district is included within the boundaries of a water replenishment district from having specified authority relating to the storage of groundwater Signed by Governor |
| SB 827 (Wright) | South Coast Air Quality Management District: CEQA: permits. | Authorizes the South Coast Air Quality Management District (SCAQMD), notwithstanding a superior court decision, to issue emission reduction credits to "essential public services" and exempt facilities or equipment, consistent with SCAQMD rules; adds an urgency claused, sunsets the bill on May 1, 2012 Signed by Governor |
| SB 886 (McLeod & Lieu) | Management districts: district board | This bill adds an additional seat on the board directors of the South Coast Air Quality Management District for the City of Los Angeles, makes clarifying provisions regarding which cities are represented by which geographical city selection committee, and deletes prohibitions on a member serving more than two consecutive terms as chair on specified quality management districts Signed by Governor |
| | Air Pollution Fee | Deletes the 2010 sunset date on the South Coast Air Quality Management District's (SCAQMD) authority to impose an additional \$1 fee on motor vehicles that are registered within its district boundaries to fund programs to reduce air pollution from motor vehicle Increases, from 2.5% to 5%, the amount that SCAQMD may spend on its administrative costs Signed by Governor |
| SB 1646 (Padilla) | AN I VINEOU I V | Authorizes the continuation of the allocation of tax increment revenues to the Glendora Community Redevelopment agency from its Project Area 3. Currently, the amount of tax increment revenue is limited by a cap adopted by the agency in 1976. This measure provides for annual allocation of the greater of either \$2.6 million or the gross tax increment received in 2007-08 by the agency, commencing in 2008-09 through life of the project. |

| on Va (/ Laboura) | | Shifts the horse racing industry's \$40 million annual obligation to fund the network of California Fairs from license fees imposed on horse racing wagers to the General Fund. Provides various measures of economic stimulus for the horse racing industry Signed by Governor |
|------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SBX2 16 (Ashburn) SB 27 (Hancock) | Local agencies: sales and use tax: | Prohibits a local agency from entering into any form of agreement with a retailer that would involve the shifting of any amount of Bradley-Burns local tax proceeds if the agreement results in a reduction in the amount of revenue that is received by another local agency from the same retailer if it is located within that other local agency, and continues to maintain a physical presence and location there Signed by Governor |
| SB 178 (Aanestad) | State property: Department of Forestry and Fire Protection | This bill authorizes the Director of the Department of General Service to sell, lease or exchange approximately three acres of state-owned real property located at 875 Cypress Avenue, in the City of Redding, that is specifically not declared surplus to the State's needs and is currently used by the Department of Forestry and Fire Protection as its Shasta-Trinity Unit Headquarters, for the purpose of consolidating operations on or near the Redding Airport Signed by Governor |
| AB 906 (Hill & Smyth) | Conflict of interest: remote interest in a | Revises the definition of "remote interest" in the existing conflict of interest statute pertaining to government officials in order to allow a government entity to enter into a contract with an investor-owned utility (IOU), if the purpose of the contract is to provide energy efficiency Signed by Governor |
| | | Prohibits a local public entity, as defined, from exercising its rights under applicable federa bankruptcy law unless granted approval by the California Debt and Investment Advisory Commission (CDIAC), under CDIAC's terms and conditions Defeated Legsilation |
| AB 155 (Mendoza) | | Sales Tax Sharing - Proposed to shift local government Bradley-Burns sales and use tax revenue from situs to population Defeated Legislation |
| AB 680 (Steinberg) | | Proposed to exchanges a portion of a city's or county's locally levied sales tax revenue for a equivalent amount of property tax revenue from the state Defeated Legislation |
| AB 1221 (Steinberg) | Sales Tax Sharing | As the chief negotiator for the Assembly Republican Caucus, Assemblymember Keene has repeatedly said "Proposition 1A would not have happened without the Gonsalves firm". Or firm is recognized as the leading contract lobbying firm responsible for brokering the compromise that ensured local governments Bradley-Burns sales tax revenue was Constitutionally protected. Proposition 1A was passed by the California Assembly by a vot of 64-13. It was approved by the California State Senate by a vote of 34-5 Prop 1A passes with 9,411,198 (83,7%) votes in favor. |
| SCA 4 (Torlakson) | Prop 1A - Local Government | Guaranteed a minimum share of property taxes to 100 + Cities that did not levy a property |
| SB 709 (Lockyer) | No & Low Tax City Legislation | tax rate (or levied only a very low rate) prior to Proposition 13 Signed by Governor |
| AB 1197 (Brown) | No & Low Tax City Legislation | Allocated an additional 1 cent per year up to 7 cents of the Property Tax to all No & Low Tax Cities Signed by Governor |
| AB 1981 (Huff) | Surplus Property: Chino Valley Unified School District | Authorized the Chino Valley Unified School District to transfer specified surplus property previously acquired from the state, to the City of Chino Hills, in the County of San Bernardino, subject to certain conditions for development of a park Signed by Governor |
| AB 811 (Levine) | Contractual assessments: energy efficiency improvements | Authorized all cities and counties in California to designate areas which city officials and willing property owners may enter into contractual assessments to finance the installation of distributed generation renewable energy sources and energy efficiency improvements Signed by Governor |
| AB 1932 (Smyth) | Simi Valley: public cemeteries | Allows the City of Simi Valley to survey, lay out, own and operate for burial, five or more acres of public land for burial purposes Signed by Governor |
| SB 1646 (Padilla) | South Coast Air Quality Management District: air pollution fee | Deletes the 2010 sunset date on the South Coast Air Quality Management District's (SCAQMD) authority to impose an additional \$1 fee on motor vehicles that are registered within its district boundaries to fund programs to reduce air pollution from motor vehicles. Increases, from 2.5% to 5%, the amount that SCAQMD may spend on its administrative costs Signed by Governor |
| SB 1124 (Loc. Gov. Cmt) | Local Government Omnibus Act of 2008 | Specifically defined Access Services (ASI), the transit agency which provides transportation for people with disabilities under the Americans with Disabilities Act (ADA) for Los Angeles County as a public agency under state law Signed by Governor |
| | Dinastas Aggistanas | Added the Angora Fire, which occurred in the Lake Tahoe Basin in June of 2007, to the lis of disasters eligible for full state reimbursement of local agency costs under the California Disaster Assistance Act (CDAA) Signed by Governor |
| SB 1308 (Cox) | Disaster Assistance Local Government Finance | Reinstated the VLF bump for newly incorporated Cities after Proposition 1A Signed by |
| AB 1602 (Laird) | Tax Equity Allocation formula: County of Santa Clara. | Repeals the 55% cap in Santa Clara County on tax equity allocation (TEA) funding for the county's four no/low-property-tax cities starting in the 2006-07 fiscal year (FY) Signed to Governor |
| AB 117 (Cohn) | | |

| | SCR 96 (Karnette) | Intermodal Freight Access | This measure would request the Department of Transportation, in cooperation with the Business, Transportation and Housing Agency, the Trade and Commerce Agency, the California Transportation Commission, and other appropriate parties, to prepare a proposal for a "Global Gateways Development Program" to enhance intermodal freight access Signed by Governor |
|---|---------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | SB 602 (Wright) | Local Use Tax: Leased Vehicles | Requires that for purposes of reporting and transmitting any use tax, with respect to the lease of a motor vehicle, the place of use shall be the city and/or county in which the lessor's place of business is located if the lessor is a new motor vehicle dealer Signed by Governor |
| | AB 609 (Margett) | Recycled Water | This bill provided recycled water producers, retail water suppliers, and entities responsible for groundwater replenishment, the ability to cooperate in joint studies to determine the feasibility of providing recycled water service and recycled water for groundwater replenishment, as specified Signed by Governor |
| | AB 2023 (Gallegos) | Flood Control and Water Conservation | This bill provided that, until January 1, 2002, neither a public agency that operates flood control and water conservation activities, nor its employees shall be liable for an injury caused by the condition or use of unlined flood control channels or adjacent groundwater recharge spreading grounds Signed by Governor. |
| | SB 419 (Speier) | Dairy Products | This bill, until January 1, 2002, required the State Department of Food and Agriculture (CDFA), over the next two years, to conduct statewide monthly retail milk price surveys and a public information program that provides the survey's findings, and to report back to the Legislature Signed by Governor |
| | AB 471 (Hertzberg) | Horse Racing | Establishes a racetrack backstretch employee labor relations process; requires the California Horse Racing Board (CHRB) to adopt housing standards for employee housing at racetracks; and, authorizes CHRB to permit racing associations to accept "advanced deposit wagers," as defined Signed by Governor. |
| | | | This bill would required an educational travel organization, that arranges educational travel programs to enter into a contract with an educational institution containing a specified itemized statement of services prior to arranging an educational travel program. – Signed by Governor |
| | SB 142 (Boatwright) | Sellers of Travel | Authorized the cities participating in the Magnolia Power Project to aggregate their electricity loads and provide direct electricity access to their residents on an opt-in basis |
| - | AB 80 (Havice) | Aggregation: Magnolia Power Project | THE FIRST WITH THE PROPERTY OF |



February 1, 2016

Mr. Jason Gonsalves Joe A. Gonsalves & Son 925 L Street, Suite 250 Sacramento, CA 95814

Dear Jason,

As you are all too familiar, the dissolution of redevelopment hit West Covina very hard. For these past few years, we have been fortunate to have had such a great relationship with you and your family's firm.

I am convinced that if it was not for your involvement and advocacy for our community, we would not have our Finding of Completion, approval of our Long Range Property Management Plan, and a repayment schedule on the \$11.5 million settlement. It is very possible that West Covina could have been on the brink of bankruptcy, if you had not convince the Department of Finance that our new City Council and City Manager were committed to resolving the issues of the past.

As we move forward, it is rewarding to know that you will be at our side, as we seek repayment of our former Redevelopment Agency/City loans and to resolve the remaining ROPS issues that we need to complete. Once this is all done, we can finally focus on the legislative priorities of interest to West Covina.

On behalf of the City of West Covina, I wish to thank you and the Gonsalves Family for over 10 years of friendship and dedicated service to our community. I look forward to many more!

Sincerely,

Chris Freeland City Manager



City Manager 311 Vernon Street Roseville, California 95678

September 27, 2016

Jason Gonsalves
Joe A. Gonsalves and Son
925 L St #250
Sacramento, CA 95814

Dear Jason,

I wanted to thank you for your excellent work concerning Roseville's meetings with the California Department of Finance (DOF) to discuss the City's 2016-17 Recognized Obligation Payment Schedule (ROPS) Determination. Because of your outstanding relationship with the DOF we had the opportunity to meet with the department on several occasions regarding their determination of our ROPS. Your guidance, insights and refined understanding of the most recent redevelopment dissolution "clean-up" legislation were critical to the positive outcome of the meetings, which resulted in the DOF approving the repayment of more than \$7 million of redevelopment loans to the City, which they initially had disapproved.

As the City was developing its response to the DOF's initial determination, some individuals were recommending the City should bring a lawsuit against the DOF instead of attempting to resolve the concerns through the "Meet and Confer" process. However, staff chose to follow your recommendation to work with DOF and attempt to resolve the issue in a non-litigious manner. Our staff was confident in your recommendation because of the outstanding relationship staff has with you and the entire Gonsalves & Son organization. We knew we could rely on the strong interactions you have with DOF and your tremendous understanding of the dissolution law to anticipate a successful outcome. I am very pleased that we once again followed your valuable advice, which resulted in such a noteworthy outcome for our City.

I realize the entire Redevelopment Dissolution process has been wrought with many difficulties over the years. However, we have found the process to be less problematic than many other municipalities, in part, due to your recommendations and help with understanding the implications and outcomes of legislation and assistance with DOF. We appreciate the outstanding work you continue to provide to Roseville in understanding and effectively working with the legislature, state departments, agencies and state wide organizations.

Sincerely.

Rob ∮ensen City Manager



CITY OF COMMERCE

Tina Baca Del Rio Mayor Pro Tem

April 14, 2016

Anthony Gonsalves Joe A. Gonsalves & Son 925 L Street, Suite 250 Sacramento, CA 95814

Dear Anthony,

I wanted to take a moment to personally thank you, Jason and Paul for the outstanding lobbying service that *Joe A. Gonsalves & Son* provide to the City of Commerce. You have done a wonderful job representing Commerce before the California State Legislature over the years, which is attributed to the personal and professional relationship that you have established with legislators and their staff members. This unwavering reputation has been invaluable to the legislative success you've had for Commerce.

In all sincerity, I truly appreciate the personal and professional attention you and your sons provide to Commerce. My city is fortunate and privileged to have a lobbying firm that represents my community in an honest and ethical manner and is well respected in our State Capitol. Your father would be proud of the continued commitment to great customer service that you and your amazing sons provide, not only to Commerce, but to your many client cities as well.

Once again, thank you and I look forward to our continued working relationship for years to come.

Sincerely,

Tina Baca Del Rio Mayor Pro Tem

City of Commerce

Jason Gonsalves

From:

allen parker <allenjparker@yahoo.com>

Sent:

Wednesday, December 31, 2014 10:02 AM

To:

Jason Gonsalves

Subject:

Re: Assm. Brown follow-up

Jason: Thanks for all your assistance this past year - you are the best lobbyist I've worked with over the years - and I look forward to our continued relationship in 2015.

Michael McKinney, the Mayor's former Chief of Staff - his last day was yesterday - was working with Brown's office; and the Mayor has not selected a replacement. So please advise Larry if he has any questions regarding this matter to feel free to contact me. Also, I'd appreciate if you'd forward him my email to you.

Again, thanks for all your assistance; and have fun tonight. Allen

On Wed, 12/31/14, Jason Gonsalves < Jason@gonsalvi.com > wrote:

Subject: Assm. Brown follow-up To: allenjparker@yahoo.com

Date: Wednesday, December 31, 2014, 8:29 AM

Allen,

Thank you for your responses to the email I forwarded you from Assm. Brown's office.

As we discussed last week, my understanding is the Mayor and/or his office Assm. Brown requesting her assistance with Secretary Laird and CalFire.

That said, I share your belief that politics could impede solutions and based upon the responses the Assm. Received from CalFire they do not seem interested in being part of a solution.

Assuming you are in agreement? I will thank the Assm.

for her support and let her know there is nothing more we need at this time as the City will continue working with the local stakeholders and the Court.

In addition, please know Supervisors Hagman, Gonzalez and Rutherford are all former clients and personal friends. In addition, Supervisor Rutherford's new COS, Andy Takata is a former CM, client and friend. If and when you feel we can assist you with the County please do not hesitate to contact me.

Happy New Year and here's to a successful and less stressful 2015!

Sincerely,

Jason

Should you need to reach me you can do so at your convenience on my cell phone at: (916)402-9505...

Jason A. Gonsalves

Joe A. Gonsalves & Son

From:

Daniels, Linda < Linda. Daniels@cityofrc.us>

Sent:

Wednesday, September 17, 2014 6:07 PM

To:

Joe A. Gonsalves & Son

Subject:

Rancho Cucamonga land sale

Jason – I wanted to let you know how much I appreciated your advice on the land transactions we were doing in Rancho Cucamonga. We just received the second approval on a land transaction from DOF. Two down and one more to go. Thanks for listening to our issues and sharing your insights – we went for it and it was accepted. My heart is still beating fast I am so happy.

Hope you are doing well.

Linda Daniels

ATTACHMENT C

CITY OF LAWNDALE

REQUEST FOR PROPOSAL RFP NO. 2410-34 PROFESSIONAL LEGISLATIVE AND LOBBYING SERVICES FOR LOCAL GOVERNMENT

Submitted by: Kiley & Associates

EXHIBIT A

CITY OF LAWNDALE 14717 Lawndale Blvd. Lawndale, CA 90260

RFP NO. 2410-34

RFP PROPOSAL FORM

PROPOSER'S RESPONSES TO RFP FOR LEGISLATIVE AND LOBBYING SERVICES

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

| Proposal Submitted By: | | | |
|-----------------------------|----------------------------------------------|----------------------------|--|
| Kiley & Associates | s, LLC | | |
| Name of Firm | | Website | |
| 636 North Carolin | a Ave SE | | |
| Address | | | |
| Washington, DC | 20003 | | |
| City | State | Zip Code | |
| Gregory Kiley | | GKiley@kileyassociates.org | |
| Printed Name/Title of Co | ntact | Email | |
| 202-544-6897 | | | |
| Telephone Number/Fax I | Number | | |
| Gregory Kiley | | | |
| Name of official authorize | ed to bind firm to terms | s of submittal | |
| | | | |
| Form of Business Organ | nization: | | |
| Please indicate the followi | ng (check one): | | |
| Corporation x | <u>. </u> | | |
| Partnership | | | |
| Sole Proprietorship | | | |
| Other: | | | |

| 15Years | re and your company was in business under a different name, what was the |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | rs and your company was in business under a different name, what was tha |
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| | |
| Addenda Received: | |
| Please indicate addenda | information you have received regarding this RFP: (if needed) |
| Addendum No | Date Received: |
| Addendum No | Date Received: |
| Addendum No | Date Received: |
| No Addenda received rec | garding this RFP: No Addenda Received. GK |
| | |
| | |
| References: | |
| | |
| Please supply the nam comparable goods as red | es of companies/agencies for whom you recently supplied and installed |
| Please supply the nam comparable goods as red | es of companies/agencies for whom you recently supplied and installed |
| Please supply the nam comparable goods as red City of Perris 101 N. D Street | es of companies/agencies for whom you recently supplied and installed |
| Please supply the name comparable goods as reconstructed City of Perris 101 N. D Street Perris, CA 92570 Name of Company/Agence | es of companies/agencies for whom you recently supplied and installed quested in this RFP. Wendell Bugtai, Assistant City Manager (951) 500-8528 |
| Please supply the name comparable goods as reconstructed City of Perris 101 N. D Street Perris, CA 92570 Name of Company/Agent City of Lakewood | es of companies/agencies for whom you recently supplied and installed quested in this RFP. Wendell Bugtai, Assistant City Manager (951) 500-8528 |
| Please supply the name comparable goods as reconstructed City of Perris 101 N. D Street Perris, CA 92570 Name of Company/Agence | es of companies/agencies for whom you recently supplied and installed quested in this RFP. Wendell Bugtai, Assistant City Manager (951) 500-8528 cy Address Person to contact/Telephone No. |
| Please supply the nam comparable goods as red City of Perris 101 N. D Street Perris, CA 92570 Name of Company/Agend City of Lakewood 5050 Clark Ave | es of companies/agencies for whom you recently supplied and installed quested in this RFP. Wendell Bugtai, Assistant City Manager (951) 500-8528 cy Address Person to contact/Telephone No. Thaddeus McCormick, City Manager 562-866-9771 |
| Please supply the name comparable goods as recomparable goods as recompany. Agency of Lakewood South Clark Ave Lakewood, CA 907 Name of Company/Agency City of Maywood | es of companies/agencies for whom you recently supplied and installed quested in this RFP. Wendell Bugtai, Assistant City Manager (951) 500-8528 cy Address Person to contact/Telephone No. 712 Thaddeus McCormick, City Manager 562-866-9771 cy Address Person to contact/Telephone No. |
| Please supply the name comparable goods as reducity of Perris 101 N. D Street Perris, CA 92570 Name of Company/Agent City of Lakewood 5050 Clark Ave Lakewood, CA 907 Name of Company/Agent City of Maywood 4319 E Slauson Ave | es of companies/agencies for whom you recently supplied and installed quested in this RFP. Wendell Bugtai, Assistant City Manager (951) 500-8528 cy Address Person to contact/Telephone No. 712 Thaddeus McCormick, City Manager 562-866-9771 cy Address Person to contact/Telephone No. |
| Please supply the name comparable goods as recomparable goods as recompany. Agency of Lakewood South Clark Ave Lakewood, CA 907 Name of Company/Agency City of Maywood | es of companies/agencies for whom you recently supplied and installed quested in this RFP. Wendell Bugtai, Assistant City Manager (951) 500-8528 cy Address Person to contact/Telephone No. 712 Thaddeus McCormick, City Manager 562-866-9771 cy Address Person to contact/Telephone No. venue 70 Jennifer Vasquez, City Manager (323) 562-5700 |

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Kiley & Associates, LLC 636 North Carolina Ave SE Washington, DC 20003

October 25, 2024

Yvette Palomo City of Lawndale City Clerk's Office 14717 Burin Ave. Lawndale, CA 90260

Re: RFP #2410-34 PROFESSIONAL LEGISLATIVE AND LOBBYING SERVICES FOR LOCAL GOVERNMENT

Dear Ms. Palomo,

Kiley & Associates is pleased to respond to the City of Lawndale's Request for Proposal (RFP) #2410-34 for Professional Legislative and Lobbying Services for Local Government posted September 30, 2024.

Founded in 2009, Kiley & Associates is a limited liability corporation incorporated in the State of Delaware. Our Federal legislative advocacy offices are based in Washington, DC.

Kiley & Associates provides legislative advocacy for cities, states and local communities and delivers political strategy from both an industry and government perspective through a solution-driven, tailored approach. We have a proven track record of successful engagement between local government, state and federal entities to achieve community goals. Our firm is very confident we meet all the qualifications set forth in this RFP and are extremely interested in this project. We have the ability to meet all the services noted in Section II of the RFP.

Our core federally-focused team—Gregory Kiley, Jayson Braude, Kimberly VanWyhe—are eager to discuss our capabilities, experience, and ability to support the City of Lawndale. Our team is prepared to jump in and contribute on day one.

This proposal shall remain valid for a period of no less than 90 days, with automatic extension should the proposer be selected for negotiation. All the information within this proposal is accurate, true and correct. There have never been any disciplinary actions taken against anyone in our firm. We stand ready to answer any questions you may have and look forward to further communications. Please feel free to contact me at (562) 818-6646 or jbraude@kileyassociates.org.

Very Respectfully,

Jayson Braude Chief Counsel

Kiley & Associates, LLC

B. Proposer Firm Background/Qualifications

Kiley & Associates provides legislative advocacy services, strategic funding development planning and positioning, White House, Congressional and Federal government situational awareness, due diligence, and mergers and acquisitions analysis. We help our clients identify and develop new opportunities, open doors and plan and implement strategies to secure sustained success.

We have an established, proven track record of navigating multiagency, multidimensional, complex issues. Recent efforts include work on managing interrelations between municipalities and the federal government, infrastructure funding, the American Rescue Plan guidance, Federal Emergency Management Administration reimbursements for cities, cyber threats to our nation's infrastructure and electrical grid, environmental risks to public health, and the Department of Defense's strategic basing decision-making.

Our team has strong ties at the federal level with both the legislative and executive branches. Every member of our team has developed professional working relationships with Republican and Democratic Members of the Senate and House, as well as with their personal staffs, and the staffs of key Senate and House committees. Further, we have key allies within the White House staff and across the Biden-Harris Administration.

Kiley & Associates' size, structure and personalized approach allow us to provide proactive, cost-effective representation to all our clients.

EXAMPLES OF RECENT AND ONGOING PERFORMANCE

2019-2024. City of Carson, California.

- Provided guidance and counsel to the Mayor and City Council on various matters related to infrastructure funding for various city projects, including updates on federal policy and federal grant opportunities.
- Organized a Federal Small Business Administration virtual meeting to educate Carson business owners on the Paycheck Protection Program.
- Coordinated meetings between Carson Council members, the FAA, and the Long Beach Airport regarding noise complaints from residents.
- Facilitated meetings with FEMA and the United States Treasury to ensure Carson was receiving their fair share of the municipal funding from the American Rescue Plan.
- Renewed the City's relationship with United States Senator Alex Padilla and helped the City apply for earmarks and Community Improvement Projects (CIPs) with his office, which includes the potential of over a million dollars for parks funding within the City.
- Worked with the Federal Communications Commission to promote the Emergency Broadband Benefit to Carson residents, which will provide them up to \$50 per month

towards broadband service for eligible households and a one-time discount of up to \$100 to purchase a computer or tablet.

- At the request of the City, approached the U.S. Postal Service in Washington, DC to investigate long-running postal problems within the City of Carson with a goal to improve mail service for Carson residents.
- Worked with the City to explore renewable energy opportunities, including electric vehicle charging throughout Carson and solar power at City Hall and other City-owned buildings.
- Brought in the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency to help the City with the problem at the Domínguez Channel.
- Helped the City secure a \$2 million federal earmark from their Congressmember for an infrastructure project at Carson Veterans Park.
- Helped the City secure Senate earmark for \$1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.

2019-2024. City of South Gate, California.

- Developed a federal funding and policy agenda for the Mayor, Council and City department heads. Created federal government agendas and provided federal outreach and funding opportunities. Provide the City with relevant hearing schedules and grant announcements.
- Arranged for City officials to meet with federal officials on the COVID-19 Funeral Assistance program which provided thousands of dollars for families in the City who lost a loved one.
- Provided the City with Congressional and White House updates detailing legislative action in Washington.
- Initiated a dialogue for the City with Union Pacific Railroad regarding trash and homelessness along a neglected rail line.
- Worked with the City to secure earmarks for \$1.5 million in road improvements to Garfield Avenue, of which Congresswoman Barragán submitted to the House Committee on Transportation and Infrastructure for approval.
- Worked with South Gate, Los Angeles County Metro, and Congress for millions of dollars in funding for the West Santa Ana Branch light rail line. Started a dialogue between the City and the office of recently appointed United States Senator Alex Padilla.
- Worked with the City and the EPA to keep the South Gate Superfund sites at the forefront of the agencies' federal priorities.

- Worked closely with the City and federal officials after the January 2020 Delta Airlines
 Fuel Release over Southeast Los Angeles. Facilitated a Zoom call between the White
 House and the City of South Gate. South Gate Councilwoman Denise Diaz also
 participated on this extremely informative and crucial White House conversation with
 Intergovernmental Affairs Director Eduardo Cisneros.
- Engaged with the United States Conference of Mayors, providing South Gate a seat at the table for numerous federal decisions.
- Helped the City secure an earmark for \$1 million that the Congresswoman submitted to the House Appropriations Committee for drinking water improvements.
- Helped the City secure an earmark for \$1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.
- Helped the City secure an earmark for \$1.25 million that both Senator Feinstein and Senator Padilla submitted to the Senate Appropriations Committee for upgrades to the City's Emergency Operations Center.

2020-2024. City of Lynwood, California.

- Organized meetings for the City and the Port of Los Angeles regarding the shipping backlog and the supply chain issues currently impacting the region, traffic, and the environment.
- Worked with the U.S. Department of Housing and Urban Development to secure a 1-million-dollar award for the City of Lynwood. Worked with the EPA to bring in senior White House officials to the City for a tour and meetings.
- Started an engagement for the Mayor with the United States Conference of Mayors, including outreach to the White House and Congress.
- Worked with Congressional officials and the City to ensure Lynwood is maximizing COVID-19 FEMA reimbursements and implementing the American Rescue Plan Act (ARPA) funding for maximum usage.
- Helped the City with numerous matters related to compliance and accounting of ARPA.
 Worked with the City to push for Federal legislation that allows for 30% of ARPA
 recovery funding to be spent on transportation projects or community projects. This
 legislation allows local officials additional flexibility to spend their own funds and
 extends the spending deadline by an additional two years.
- Helped the City secure an earmark for \$1.3 million that their Congresswoman submitted to the House Appropriations Committee for renovations to the City's Senior Center.
- Helped the City secure Senate earmarks that were submitted to the Senate Appropriations Committee. Senator Feinstein submitted public safety radios and Senator Padilla

submitted for upgrades to Lynwood Park and license plate readers, which all total over \$2.5 million.

C. Understanding of Scope of Services and Approach

Kiley & Associates will collaborate with the City of Lawndale to help develop their federal legislative priorities. In fulfilling the requirements of the RFP, including onboarding, outreach advocacy, and administrative services, bill tracking, and monitoring. Our partnership with the City would include:

- Onboarding; this is an extremely important element of our engagement with our city clients. Our first action with a new client is an in-depth meeting to understand the needs of the City. We work with the City Manager and department heads to establish priorities, goals and a tailored scope of work to help our clients meet their legislative goals.
- Raising Lawndale's profile with the California Federal House and Senate delegation,
 Federal Agencies, and the White House. We also can work with our partner State
 lobbying firm, Joe A. Gonsalves & Son if the City of Lawndale wishes to raise its profile
 with Governor Newsom's Administration, State of California agencies, and the
 California State Assembly and Senate.
- Tracking all federal bills that impact our city clients. As an example, when an important bill is being heard in committee, we have our staff in the committee room. If needed, we can provide testimony and meet in the offices of the committee staff and Members to advocate for Lawndale's position.
- At the federal level we will provide the City with routine written reports of legislative activity. Further, we regularly provide federal updates as Congress works on issues that impact our clients.
- In Washington, DC, we actively monitor bills and actions that impact cities and residents. We provide updates as soon as Congressional Leadership and the White House act. This active presence is something we strive for daily to help our clients reach their goals.
- Annual reviewing and working with City staff to ensure the legislative goals of the City and Council are met.
- Help the City of Lawndale with all concerns and needs related to the Metro C Line (Green) Extension and work on an advocacy plan for this matter at the direction of the Mayor, Council, and City Manager.
- Being transparent, ethical, and customer service-oriented. We are proud that clients think of us as an integral part of their business, capable of delivering the services they need when they need them. We often think of our firm as an extension of city staff and an integral part of your Washington, DC team.

- Striving to protect Lawndale's interests by changing laws or federal/state regulations as necessary.
- Coordinating with the dedicated day-to-day point of contact(s) on identifying and refining Lawndale's top project and policy priorities for their legislative agenda (i.e. securing federal and state money for police and fire projects, water and sewer projects, roadway expansion, housing, street repairs, park projects, tourism, and policymaking).
- Targeting key allies and influential lawmakers, Congressional committees, White House policymakers, and State leaders.
- Regularly updating Lawndale on grant opportunities and issues that are pertinent to the City's legislative priorities.
- Coordinating with the City to engage on the Federal Community Project Funding process and the State of California Member Request funding process.
- Representing the City of Lawndale at Congressional and Executive Branch meetings and hearings in Washington, DC.
- Tracking news articles and press releases on issues that will impact local governments and the City of Lawndale.
- Coordinating an annual trip for Lawndale's elected officials and staff to Washington, DC
 to meet with and/or brief the Congressional delegation, White House officials, and key
 staff in the federal agencies.
- Helping with issues that have a state and federal nexus, which include providing comments on regulations; connecting local officials to state/federal agency professionals; and providing our expertise on funding programs, grant applications, and other legislative and agency opportunities.
- Engaging regularly with coalitions such as the National League of Cities and the United States Conference of Mayors on behalf of the City of Lawndale. Also assisting with the League of California Cities on issues when there is a federal/state overlap.

Kiley & Associates will provide written reports on ongoing activities and priorities of the City. We anticipate regular contact and conversations with City staff to keep abreast of priorities and issues of importance to them. As part of our initial strategy kick-off meeting, we will request senior City staff and department heads to participate in the development of the strategic plan and priorities. No other specific demand on City staff is anticipated.

Proposed Staffing and Organization

The overall project management for Lawndale will be led by Kiley & Associates Chief Counsel, Jayson Braude.

Also joining the team will be: Gregory Kiley, President, Kiley & Associates; and Kimberly VanWyhe, Vice President, Kiley & Associates.

Our team is devoted to making sure our clients are our top priority. We are available to help or answer any questions our clients may have. We do not assign clients to a specific staffer in the firm. Instead, you have access to the firm's full staff at any time. Whenever you and/or your staff requests something from our firm, we get to work on it immediately and report the actions back to you. We will dedicate as many hours as it takes to help the City with any needs that arise. Our client's needs always come first, and we are responsive, often within minutes, over email, text, and phone call.

Our entire team is committed to working with the City of Lawndale for the duration of the project agreement.

Organizational Structure

| Jayson Braude (7 years) | Chief Counsel/Project Manager - Kiley & Associates |
|--------------------------|----------------------------------------------------|
| Gregory Kiley (14 years) | President - Kiley & Associates |
| Kim VanWyhe (6 years) | Vice President - Kiley & Associates |

Biographies

Gregory T. Kiley-President, Kiley & Associates

Gregory Kiley is President of Kiley & Associates, LLC, a Washington, DC-based policy development and advocacy firm. Since retiring from federal service, he has consulted with federal, state, and local governments, and industry and non-profit entities on national security policy and processes. He has written for the Center for Strategic and International Studies (CSIS) among others, focusing on national security and economics. Recent consulting efforts include U.S. Air Force strategic-based decision-making, community relations with the Department of Defense, and interrelations between states and the federal government.

Prior to working in the private sector, Mr. Kiley served 25 years in the federal government, concentrating on defense and national security. He spent six years as a senior professional staff member for the Senate Armed Services Committee (SASC). As lead staff for two SASC subcommittees, his oversight portfolio included all military air and ground systems, military logistics and readiness, and the defense budget. His responsibilities included coordinating and conducting congressional hearings, developing and drafting legislation, and negotiating and staffing passage of annual National Defense Authorization Acts and supplemental spending bills. Prior to the SASC, Mr. Kiley spent three years as a principal analyst for the National Security Division of the Congressional Budget Office (CBO), concentrating on military aviation, logistics, and readiness issues.

Mr. Kiley began his professional career in the U.S. Air Force, culminating as a senior pilot, flying C-130 aircraft and deploying throughout the world. Greg lives in Washington, DC with his wife and three daughters.

Jayson J. Braude-Chief Counsel, Kiley & Associates

Jayson Braude is the Chief Counsel to Kiley & Associates. Jayson Braude grew up in the Los Angeles area and is the Grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington, DC.

After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nannette Diaz Barragán in her San Pedro office. Jayson has more than ten years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state, and local agencies.

Jayson is a graduate of UC Santa Barbara and received his law degree from Southwestern Law School in Los Angeles. Jayson is a member of the Washington Bar and resides in Washington, DC.

Kimberly J. VanWyhe-Vice President, Kiley & Associates

Kimberly is currently Vice President of Kiley & Associates, focusing on business development, policy, and strategy development. Kimberly received her BA in Political Science from St. John's University in 2004 and received her MBA in International Business with a concentration in consulting. She also holds a certification in Global Oil and Gas Management from the Thunderbird School of Global Management.

Kimberly's previous professional experience includes working on multiple political campaigns on both the state and federal level, working for the Alaska State Legislature as well as for the Cohen Group, a defense-oriented consulting firm founded by former Secretary of Defense William Cohen. She then served as the Director of Energy Policy at the American Action Forum, a DC think tank focusing on economic, domestic, and fiscal policy issues.

Kimberly is also the Policy Director for Building Cyber Security, a non-profit organization leading Cyber Physical standards development, education, certifications, and labeling authority, advancing the physical security, safety, and privacy in public and private sectors. Kimberly was raised in Fairbanks, Alaska, and currently resides in Washington, DC.

Interaction with City Officials and Staff and Estimation of Hours

Our firm will work cooperatively with your City Manager, department heads, Mayor and City Council to ensure a high level of legislative and administrative success in Washington, DC. Our strategies will vary depending upon the issues as well as Washington, DC's ever-changing political climate.

The estimated hours vary depending on the needs of our clients and the political landscape of the federal government. Giving an estimated number of hours is difficult. Whenever you and/or your staff request something from our firm, we get to work immediately and report the actions back to you no matter how many hours it takes. This sets us apart from the competition as we are malleable and more than willing to go above and beyond to get the job done.

Kiley & Associates are sensitive to the differences between clients served and proactively work to ensure conflicts of interest do not arise.

D. Compensation and Fee Proposal

Like nearly every Washington, DC based firm, we charge a monthly retainer to our City clients for our in-depth advisory and advocacy services. The agreement between the City of Lawndale and the entire team would be a total rate of \$4,000 per month. This is a final not-to-exceed annual price of \$48,000 per year, no additional costs will be charged over the first two years of the contract. The cost proposal covers the fiscal year cycle, July 1st through June 30th, 2026, and includes the current Fiscal Year 2024-2025 (remaining 6 months).

The retainer is all-inclusive of the federal legislative advocacy services we provide for your City. We are always on call for our clients and engage nearly daily on numerous activities affecting cities at the federal and state level.

| | MONTH | MONTHLY RATE |
|-----------------------------|-------------------|--------------|
| FISCAL YEAR 2024-2025 TOTAL | | |
| \$24,000 | JANUARY 1, 2025 | \$4,000 |
| | FEBRUARY 1, 2025 | \$4,000 |
| | MARCH 1, 2025 | \$4,000 |
| | APRIL 1, 2025 | \$4,000 |
| | MAY 1, 2025 | \$4,000 |
| | JUNE 1, 2025 | \$4,000 |
| FISCAL YEAR 2025-2026 TOTAL | | |
| \$48,000 | JULY 1, 2025 | \$4,000 |
| | AUGUST 1, 2025 | \$4,000 |
| | SEPTEMBER 1, 2025 | \$4,000 |
| | OCTOBER, 2025 | \$4,000 |
| | NOVEMBER 1, 2025 | \$4,000 |
| | DECEMBER 1, 2025 | \$4,000 |
| | JANUARY 1, 2026 | \$4,000 |
| | FEBRUARY 1, 2026 | \$4,000 |
| | MARCH 1, 2026 | \$4,000 |
| | APRIL 1, 2026 | \$4,000 |
| | MAY 1, 2026 | \$4,000 |
| | JUNE 1, 2026 | \$4,000 |

E. References

Wendell Bugtai, Assistant City Manager

City of Perris 101 N. D Street Perris, CA 92570

Wbugtai@cityofperris.org

(951) 500-8528

Services Provided: Federal Government

Advocacy

Project Dates: 2022 - Current

Darren Arakawa, Chief of Police

City of South Gate 8620 California Avenue Southgate, CA 90280 Darakawa@sogate.org (323) 563-5408

Services Provided: Federal Government

Advocacy

Project Dates: 2019 – Current

Michael Flad, Assistant City Manager

City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509 (818) 632-3110

Mflad@jurupavalley.org

Services Provided: Federal Government

Advocacy

Project Dates: 2021 – Current

Thaddeus McCormick, City Manager

City of Lakewood 5050 Clark Ave Lakewood, CA 90712 562-866-9771

Tmack@lakewoodcity.org

Services Provided: Federal Government

Advocacy

Project Dates: 2022 - Current

Jennifer Vasquez, City Manager City of Maywood 4319 E Slauson Ave Maywood, CA 90270 (323) 926-5919

jennifer@cityofmaywood.org

Services Provided: Federal Government Advocacy

Project Dates: 2021 - Current

Kiley & Associates currently represents twenty California local governments at the federal level in Washington, DC., assisting with numerous Federal Government issues. Our current local government clients include:

| Artesia, CA | Bishop, CA | Carson, CA | Chino Valley Fire District, CA | Concord, CA |
|---------------------|----------------------|--------------|-----------------------------------|-------------|
| Indian Wells, CA | Jurupa Valley, CA | Lakewood, CA | La Quinta, CA | Lomita, CA |

| Lynwood, CA | Maywood, CA | Milpitas, CA | Paramount, CA | Patterson, CA |
|-------------|-----------------------------------------------------------------|--------------------------|----------------|---------------|
| Perris, CA | Resource Conservation District of Tehama County, CA | San Juan Bautista, CA | South Gate, CA | Upland, CA |

F. Disclosure of Conflicts of Interest

Our team is neither aware of nor limited by any conflicts of interest that would preclude our entering into a contract with or working for the City of Lawndale.

G. Additional Information

Thank you for the opportunity for Kiley & Associates to submit our proposal for full-service advocacy services to the city of Lawndale. We are honored to provide this proposal introducing the City to our firm. Our firm's strategic approach to advocacy is custom tailored to the unique needs of each of our clients, and our team is excited about the opportunity to work with such a wonderful community.

ATTACHMENT D

EXHIBIT A

CITY OF LAWNDALE 14717 Lawndale Blvd. Lawndale, CA 90260

RFP NO. 2410-34

RFP PROPOSAL FORM

PROPOSER'S RESPONSES TO RFP FOR LEGISLATIVE AND LOBBYING SERVICES

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

The following Proposal is submitted to the City of Lawndale.

| Proposal Submitted I | Ву: | |
|------------------------|--------------------------------------------|------------------------|
| Carpi & Clay | | carpiclay.com |
| Name of Firm | | Website |
| 601 New Jersey | y Avenue NW, Suite 300 | |
| Address | | |
| Washington | DC | 20001 |
| City | State | Zip Code |
| Zac Commins, | Principal | zcommins@carpiclay.com |
| Printed Name/Title | of Contact | Email |
| (310) 619-5792 | 2 | |
| Telephone Number | /Fax Number | |
| Kenneth Carpi, | CEO & Managing Partner | |
| Name of official aut | horized to bind firm to terms of submittal | |
| Form of Business C | Organization: | |
| Please indicate the fo | ollowing (check one): | |
| Corporation | X | |
| Partnership | | |
| Sole Proprietorship | | |
| Other: | | |

| If less than three (3) years a | and your company was in h | business under a different name, what was that |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| name? | | |
| | | |
| | | |
| | | |
| | | |
| Addenda Received: | | |
| Please indicate addenda info | ormation you have received | d regarding this RFP: (if needed) |
| Addendum No1_ | Date Rece | eived: 10/17/24 |
| Addendum No. | _ Date Rece | eived: |
| Addendum No | _ Date Rece | eived: |
| No Addenda received regard | ding this RFP: | |
| | | |
| | | |
| References: | | |
| | | or whom you recently supplied and installed |
| Please supply the names comparable goods as reque | sted in this RFP. 1 Civic Center Plaza Irvine, CA 92606 | Michelle Grettenberg, Assistant City Manage (949) 724-6252 |
| Please supply the names comparable goods as reque | sted in this RFP. 1 Civic Center Plaza Irvine, CA 92606 | Michelle Grettenberg, Assistant City Manage (949) 724-6252 |
| Please supply the names comparable goods as reque | sted in this RFP. 1 Civic Center Plaza Irvine, CA 92606 | Michelle Grettenberg, Assistant City Manage (949) 724-6252 to contact/Telephone No. |
| Please supply the names comparable goods as reque City of Irvine, CA Name of Company/Agency | sted in this RFP. 1 Civic Center Plaza Irvine, CA 92606 Address Person t 12700 Norwalk Blvd Norwalk, CA 90650 | Michelle Grettenberg, Assistant City Manage (949) 724-6252 to contact/Telephone No. Salpy Kabaklian Slentz, Management Analys |
| Please supply the names comparable goods as reque City of Irvine, CA Name of Company/Agency City of Norwalk, CA | sted in this RFP. 1 Civic Center Plaza Irvine, CA 92606 Address Person t 12700 Norwalk Blvd Norwalk, CA 90650 | Michelle Grettenberg, Assistant City Manage (949) 724-6252 to contact/Telephone No. Salpy Kabaklian Slentz, Management Analys (562) 929-5303 contact/Telephone No. Tara Finnigan, Deputy City Manager |



Carpi & Clay, Inc.

601 New Jersey Avenue NW, Suite 300 Washington, D.C. 20001 (202) 822-8300



Response to Request for Proposals from the

CITY OF LAWNDALE

NO. 2410-34 – Professional Legislative and Lobbying Services For Local Government

October 31, 2024

A. COVER LETTER

October 31, 2024

Yvette Palomo City Clerk's Office City of Lawndale 14717 Burin Avenue Lawndale, CA 90260

Dear Ms. Palomo:

Carpi & Clay is pleased to respond to the City of Lawndale's Request for Proposals (RFP NO. 2410-34) for Professional Legislative and Lobbying Services For Local Government. This proposal outlines our qualifications, introduces our team, explains our approach, and highlights our federal advocacy successes on behalf of local governments.

We specialize in the development and implementation of successful federal legislative and government advocacy programs on behalf of public entities. The advocacy community in Washington, D.C. is highly competitive, and we are very proud that our successes on behalf of our clients have resulted in their continual decisions to remain with our firm. We possess direct, relevant experience working on the issues important to local governments from the perspective as senior staff and now as professional advocates with strong relationships with the California congressional delegation and relevant federal agencies.

Our proposal outlines a strategic approach to bolstering the City's advocacy efforts through comprehensive federal lobbying services. To amplify your voice and influence in Washington, D.C., we offer a tailored suite of services designed to navigate the complexities of federal policymaking and secure favorable outcomes for your priorities.

We have assembled the following team for the City that is ideally suited to work on your behalf at the federal level:

- Zac Commins will serve as the co-project manager. A South Bay native and key former federal policy advisor to Senator Alex Padilla and Los Angeles Mayor Karen Bass, Zac offers a decade of federal government experience and insightful capacity for advancing policy, regulatory, and funding priorities for California public agencies, including housing and homelessness, economic development, transportation and infrastructure, and health care issues.
- Laura Morgan-Kessler will serve as the co-project manager. Her more than twenty years of federal experience serves as the foundation of her ability to develop and implement federal advocacy strategies on behalf of her clients, including several California cities. Laura served as a legislative staffer for the late Senator Dianne Feinstein, managing a portfolio including water and wastewater, the environment, natural resources, and natural disasters.

Drawing upon our extensive experience and proven track record in federal lobbying, we propose a multifaceted approach that encompasses the following:

Carpi & Clay 1

- Issue Advocacy and Strategy Development: We will work closely with your team to identify key legislative and regulatory priorities, craft compelling advocacy messages, and develop strategic plans to advance your agenda effectively.
- Relationship Building: Leveraging our established relationships with key decision-makers, stakeholders, and congressional offices, we will facilitate targeted outreach efforts and coalition-building initiatives to garner support for your initiatives and foster productive partnerships.
- Policy Analysis and Monitoring: We will provide real-time monitoring of legislative and regulatory developments pertinent to the City's interests, offering timely analysis and strategic guidance to adapt advocacy efforts and capitalize on emerging opportunities.
- Strategic Communication: We will develop a comprehensive communication plan to effectively communicate the City's goals, achievements, and impact to policymakers, enhancing your visibility on your projects and priorities.
- Compliance and Ethical Advocacy Practices: Our firm is committed to upholding the highest standards of compliance and ethical conduct in all lobbying activities, ensuring transparency, integrity, and adherence to regulatory requirements.

Zac and Laura will use all available resources to design and implement legislative, regulatory, and funding solutions that address the City's federal priorities. By partnering with us, the City will benefit from a dedicated team of seasoned advocates who are committed to advancing your interests and achieving tangible results in the federal policymaking arena. Together, we will navigate the intricacies of Washington, D.C. and position you for success in advocating for the resources and support necessary to deliver on the projects and programs for the City.

We attest that the information contained in this proposal is accurate and complete to the best of our knowledge. Our firm possesses the experience and expertise to meet the scope of services and qualifications outlined in Section II of the RFP, particularly with respect to federal advocacy services, which we understand is the primary focus of the City in issuing this RFP. We confirm that this proposal will remain valid for at least 90 days from the deadline for the receipt of proposals and, should our firm be selected for negotiation, we agree to an automatic extension of the proposal's validity.

Thank you for your consideration of our proposal. We welcome the opportunity to discuss our qualifications, as well as how we can help the City achieve your federal objectives.

Sincerely,

Kenneth Carpi

CEO & Managing Partner

Amulleups

Carpi & Clay, Inc.

601 New Jersey Avenue NW, Suite 300

Washington, D.C. 20001

Carpi & Clay 2

B. PROPOSER FIRM BACKGROUND/QUALIFICATIONS

For 38 years, the bipartisan Carpi & Clay team has represented, advanced, and protected our clients' financial, legislative, and regulatory interests of California local governments and public agencies, equipping us to serve as successful federal advocates for the City of Lawndale. Our success is a result of our comprehensive approach to advocacy, understanding the issues, and having strategic relationships. Within the context of an ever-changing legislative and regulatory landscape, we are direct advocates for and work closely with our clients to develop a meaningful and realistic assessment of their needs and opportunities for success at the federal level. We leave no stone unturned.

Day in and day out, it is in our firm's DNA to go the extra mile for clients. We know that each client is just as unique as the strategies that we develop and implement for them. We recognize that many firms sound the same when it comes to RFP responses. Here is what separates us from the pack:

- We use a "Principals Only" approach. The same people who prepared this proposal will be the people answering your phone calls, attending meetings, and doing the work on your behalf. We will manage and execute all aspects of the work, not associates or junior staff. We believe that being directly accountable is the best way to serve our clients.
- We deliver results. Whether it is obtaining federal funding, securing legislative language, or influencing federal agencies' regulatory actions, we have a strong record of accomplishments on behalf of our clients. For example, over the last three fiscal years, we helped our clients secure over \$85 million in community project funding in the annual appropriations bills. We have also assisted in securing major infrastructure grant awards. Our firm takes a team-oriented, full-service approach, which has helped us develop successful multiyear advocacy campaigns on behalf of our clients' federal priorities.
- We learn the issues and do not leave policy details to others. Knowing the details of
 your issues on a variety of policies and topics helps us establish strong, value-added
 relationships based on trust and integrity. This is the starting point for any successful
 advocacy strategy.
- We evolve, adapt, and keep our clients ahead of the curve. Now more than ever, engaging at the federal level is critical to our clients. Our ability to look "over the horizon" keeps our clients one step ahead of the curve and is critical for their success at the federal level. It is this proactive nature that has helped our clients secure federal funding and regulatory relief from numerous federal agencies, as well as ensure our clients' access to Washington, D.C. remains strong during unprecedented times.
- We provide both tailored and timely communications. Communication is key to the successful implementation of your federal advocacy goals. When it comes to communicating with our clients, we pride ourselves on ensuring that it is not only tailored to each client's specific needs but also timely. We do not send our clients generic emails or just forward news articles. Our communication with our clients is always tailored to their specific issues. Our clients expect a high level of specialized tailored service, and we strive every day to not only meet but exceed those expectations.

Carpi & Clay 3

Having served as staff to major political leaders at the local, state, and federal levels, we have been on "both sides of the table" as advocates and as staff to public officials being lobbied. This unique perspective helps us to be creative and nimble public policy advocates. We will use all available resources to design and implement legislative, regulatory, and funding solutions that address the City's policy, regulatory, and project priorities including:

- Crafting strategic plans;
- Building coalitions and engaging with key stakeholders;
- Educating lawmakers and advocating before Congress;
- Briefing federal agency officials and political appointees;
- Drafting for legislation and amendments;
- Arranging, writing, and coordinating testimony;
- Developing and implementing policy briefings;
- Preparing witnesses for committee hearings;
- Identifying funding opportunities through competitive grants and the legislative and appropriations processes;
- Navigating the processes, politics, and regulations governing competitive grants and appropriations; and
- Organizing, facilitating, and supporting "fly-ins" and client advocacy days.

We offer the City of Lawndale our long-standing relationships with decision-makers in Congress and at federal agencies to help break down barriers, find common ground, and bring about positive change. We work closely with congressional leadership, appropriations, and authorizing committees. We are also in frequent communication with the Administration, the Office of Management and Budget, and numerous federal agencies.

OUR EXPERIENCE AND SUCCESSES

Our record of accomplishments is strong. We take great care to ensure that client priorities are well orchestrated through every level of the federal process and beyond. We leverage our technical expertise and robust relationships within regional and headquarters levels of federal agencies, the White House, and Congress. Given the long review, study, and implementation schedules endemic to the federal process, it is not unusual to see shifts in the way the government does business while a project is winding its way through the authorization and appropriation processes. Our job includes foreseeing these bumps in the road and doing what is necessary to ensure that projects stay on track.

Taking a team-oriented, full-service approach, we have developed multiyear advocacy campaigns aimed at grassroots opinion leaders, government leaders, and congressional delegations to foster public and political support for client projects as priority candidates for federal funding. Below are some examples of our efforts that involved using a coordinated congressional and agency approach to achieve the desired outcomes for our clients.

Appropriations and Community Project Funding. The Fiscal Year 2022 appropriations bills allowed members of Congress for the first time in over a decade to request funding for community projects (formerly known as earmarks). Over the past three federal fiscal years, we helped our clients receive over \$85 million in community project request funding, including the following:

- Transportation/Infrastructure
 - Norwalk Transit System Bus Stop Equity Project (City of Norwalk)—\$850,000
 - Carlsbad Traffic Safety Improvements (City of Carlsbad)—\$850,000
 - Mt. Whitney Avenue Complete Streets (Fresno County)—\$3 million
 - Street Repaying in Tranquility (Fresno County)—\$4 million
 - Calwa Complete Streets Project (Fresno County)—\$6 million
 - Safe Streets Project (City of Vista) —\$2.2 million
 - Roadway Reconstruction and Drainage Improvements (Harris County)—\$3.6 million
 - King Parkway Trail (Harris County)—\$1 million
 - Holderrieth Road Over Willow Creek (Harris County)—\$4 million
 - Grant Line Road Improvements (San Joaquin County)—\$2.5 million
 - Santa Ana River Pedestrian/Bicycle Bridge (City of Anaheim)—\$1.7 million
 - Complete Streets Project (City of Vista)—\$850,000
 - Sidewalk and Roadway Safety Infrastructure (City of Vista)—\$2.2 million
 - Shoreline (sea level rise) Ecosystem Protections (Port of San Diego) —\$1 million
 - Aguaculture Infrastructure Planning/Design (Port of San Diego)—\$425,000
 - Pier Infrastructure Rehabilitation Project (Port of San Diego)—\$2 million
 - Boat Harbor Infrastructure (Port of San Diego)—\$3 million
 - Imperial Beach Pier Infrastructure (Port of San Diego)—\$500,000
- Water/Wastewater
 - Water Resiliency Project (City of Norwalk)—\$1.85 million
 - Septic to Sewer Conversion Project (Mission Springs Water District)—\$3.85 million
 - Pump Station Electrical Relocation Project (Monterey One Water)—\$400,000
 - Cybersecurity and SCADA Upgrades (Monterey One Water)—\$1.252 million
 - Water Storage Tank Project (Genesee County)—\$3.75 million
 - Drinking Water/Wastewater Treatment Projects (Tulare County)—\$5.7 million
 - Sewer Infrastructure Project (Tulare County)—\$750,000
- Housing/Economic Development
 - Smart Cities Digital Divide Project (City of Norwalk)—\$1.72 million
 - Maple Streets Navigation Center (San Mateo County)—\$500,000
 - Half Moon Bay Farmworker Homeownership Project Expansion (San Mateo County)—\$3 million
 - Veterans Transitional Housing (Harris County)—\$1.6 million
 - Permanent Supportive Housing (City of Anaheim)—\$500.000
 - Neighborhood Revitalization Project (City of Anaheim)—\$500,000
- Public Safety/Homeland Security/Workforce Development
 - Emergency Generators for Community Resiliency (City of Norwalk)—\$976,000
 - Energy Sector Education & Workforce Development (City of Anaheim)—\$3 million
 - Food Services Incubator and Job Training Center (City of Anaheim)—\$500,000
 - Emergency Operations Center (City of Anaheim) —\$1.5 million
- Parks/Open Spaces
 - Public Parks (City of Anaheim)—\$2 million
 - Park Infrastructure and Recreation Area (San Mateo County)—\$1 million

Competitive Federal Grants. Federal competitive grant funding is an important financial resource for California's public agencies. Through our consistent engagement in the annual congressional appropriations process and our grants support, we have helped to create and monitor opportunities for our clients to secure critical federal grant funding, including the following:

- Transportation/Infrastructure
 - RAISE grant for infrastructure improvements (Port of San Diego)—\$5 million
 - Port Infrastructure Development grant for the installation of shore power for oceangoing vessels (Port of San Diego)—\$11.25 million
 - America Marine Highway grant for supply chain infrastructure (Port of San Diego)
 —\$5.5 million
 - Bus and Bus Facilities grant for a bus stop equity project (City of Norwalk)—\$1.055 million
 - FAA grant for Meadow Fields Airport (Kern County)—\$11.7 million
 - FAA grant for Stockton Metropolitan Airport Improvements (San Joaquin County)—\$2.6 million
- Water/Wastewater
 - Economic Development Administration grant for a wastewater treatment facility (City of Barstow)—\$2 million
 - FEMA Building Resilient Infrastructure and Communities grant for water reliability project (Inland Empire Utilities Agency)—\$46.3 million
 - Bureau of Reclamation (Reclamation) Title XVI Water Reclamation and Reuse grants for water recycling project (Long Beach Water Department)—\$1.9 million and (Monterey One Water)—\$10.316 million
 - Reclamation WaterSMART Drought Response Program grants for drought resiliency projects
 - (Long Beach Water Department)—\$2.25 million and (Mission Springs Water District)—\$300,000
 - Reclamation WaterSMART Small-Scale Water Efficiency Program grant (Long Beach Water Department)—\$275,000
 - Reclamation WaterSMART Water and Energy Efficiency Program grants (City of Norwalk)—\$492,952 and (Long Beach Water Department)—\$1.9 million
- Public Safety/Homeland Security
 - Staffing for Adequate Fire and Emergency Response grant for firefighters (City of Vista)—\$1.6 million

Coronavirus Relief Fund. In the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Congress established the \$150 billion Coronavirus Relief Fund (CRF) for states and local governments with populations above 500,000 residents. The Treasury Department was interpreting the legislation in a manner that would have prevented 12 counties throughout the country, including Fresno County, with a population above 500,000, from being eligible for funding. We took the initiative to contact the impacted counties and created an informal coalition to lobby against Treasury's interpretation. Through conference calls, the development of advocacy tools, and a coordinated campaign targeting Congress, the White House, and the Treasury Department, we successfully reversed the interpretation. All 12 counties were deemed eligible entities, and each received a direct CRF allocation amounting to millions in fiscal relief from the Treasury Department.

COVID-19 Fiscal Recovery Funds Tax Issue. The American Rescue Plan Act included \$350 billion for COVID-19 State and Local Fiscal Recovery Funds. This funding was allocated to every city and county throughout the country. The State of California chose to use a portion of its funding to establish a utility assistance program. Concerns were raised by many utilities throughout the state that this funding assistance would trigger tax implications, and thus require utilities to issue 1099 tax forms to all recipients. When our water clients raised this issue with us, we immediately began outreach to key Hill and agency contacts. We reached out to California congressional offices to raise this issue. We also coordinated with national associations to raise the profile of this concern. As a result of these efforts, the Internal Revenue Service issued clarification guidance that this funding would not be considered taxable.

COVID-19 Fiscal Recovery Funds Flexibility. As Policy Advisor to Senator Padilla, Zac coauthored bipartisan legislation to increase flexibility for counties, cities, states, territories, and tribal governments in the use of fiscal recovery funds provided by the American Rescue Plan Act. In coordination with leading organizations that represent state and local governments, including the National League of Cities and the U.S. Conference of Mayors, Zac guided the bill through complex bicameral negotiations and procedural obstacles, ultimately securing its inclusion in an omnibus appropriations bill signed into law by President Biden.

Build America, Buy America Act. The Bipartisan Infrastructure Law (BIL) included Build America, Buy America Act (BABAA) provisions for all projects receiving BIL funding. Complying with these provisions has been a challenge for the infrastructure community. We have worked with our clients to navigate this process at the Bureau of Reclamation and the Environmental Protection Agency, as well as advocate for the continued approach of providing waivers to the law. Additionally, we have helped our clients draft comment letters regarding BABAA and educate Members of Congress on the real-life impacts of these provisions.

Affordable Housing Federal Agency Troubleshooting. San Mateo County was in the process of closing on a 179-unit affordable house project. To close on the project, the County needed the Department of Housing and Urban Development (HUD) to approve a Subsidy Layering Review (SLR), and to do so in a very tight timeline. Without the approval of the SLR, the project would not come to fruition. On behalf of the County, we quickly engaged their Congressional delegation and put together a coordinated effort for the County's delegation to engage and put pressure on HUD. As a result of our efforts, HUD approved the SLR in a matter of days and the County was able to close on the much-needed affordable housing project.

Community Based Violence Intervention and Prevention. Harris County, TX is making significant investments in public health approaches that address the social determinants of health and the root causes of violence. One component is a violence prevention initiative that identifies at-risk youth and provides wraparound services to the targeted population. Through our work, we identified a specific Bureau of Justice Assistance grant tailored to this County initiative. Through briefings and securing congressional endorsements, the County was awarded a \$2 million discretionary grant.

OUR RELATIONSHIPS

Through both our past and current client work, Carpi & Clay has worked with Members of the City's congressional delegation, including Senator Alex Padilla, Senator Laphonza Butler, Representative Maxine Waters, and the Los Angeles County House delegation. Given our portfolio of California local government clients, we also work closely with the entire California congressional delegation, congressional leadership, appropriations, and authorizing committees, including:

- House of Representatives: Appropriations Committee; Budget Committee; Education and the Workforce Committee; Energy and Commerce Committee; Financial Services Committee; Homeland Security Committee; Judiciary Committee; Natural Resources Committee; Small Business Committee; Transportation and Infrastructure Committee, Veterans' Affairs Committee, and Ways and Means Committee.
- Senate: Appropriations Committee; Banking, Housing, and Urban Affairs Committee; Budget Committee; Commerce, Science, and Transportation Committee; Energy and Natural Resources Committee; Environment and Public Works Committee; Finance Committee; Health, Education, Labor, and Pensions Committee; Homeland Security and Governmental Affairs Committee; Judiciary Committee; Small Business and Entrepreneurship Committee; and Veterans' Affairs Committee.

We are also in frequent communication with the Administration, the Office of Management and Budget, and numerous federal agencies, including the following:

Army Corps of Engineers; Council on Environmental Quality; Department of Commerce; Economic Development Administration; Department of Energy; Environmental Protection Agency; Department of Homeland Security; Federal Emergency Management Agency; Department of Housing and Urban Development; Department of the Interior; Bureau of Reclamation; National Park Service; Department of Justice; Department of Labor; Department of Transportation; Department of the Treasury; and Department of Veterans Affairs.

Additionally, we enjoy strong working relationships with national advocacy organizations, including the National League of Cities and the U.S. Conference of Mayors.

C. UNDERSTANDING OF SCOPE OF SERVICES AND APPROACH

We propose the following strategic path to help the City achieve your federal priorities and address the cross-border pollution crisis. Built into the plan is the necessary flexibility to accommodate changes in Washington, D.C., as well as issues that may emerge at the local level. When it comes to Washington, issues that appear straightforward never are. Success requires a nimble approach capable of coordinating with multiple federal agencies that operate in silos. We view our relationships with our clients as being an extension of their team and the approach below indicates the activities we will initiate on your behalf.

Strategic planning and consultation. Upon selection, we would schedule an intensive, strategic planning session with the City. We believe this is the starting point for any successful advocacy strategy. We would use this opportunity to review the City's current agenda, discuss project and regulatory priorities with your leadership, and meet with elected officials and staff as appropriate. We would present the City with an assessment of opportunities and challenges in Washington, D.C., as well as insight into the legislative climate and political dynamics. We would also evaluate the City's current federal presence to maximize advocacy potential and increase your federal footprint. We will work to synchronize the City's federal agenda with what Congress and federal agencies will be doing. We will also seek to prepare for unanticipated issues that need attention but are not specifically delineated in the agenda. Once finalized, we will ensure the priority issues are communicated to Congress and federal agencies.

Maintain relationships with Congress and federal agencies. As your "boots on the ground" in Washington, D.C., we will ensure that the City's priorities are front and center with Congress, the Administration, and relevant federal agencies. We will ensure that federal decision-makers view us as an extension of the City in Washington, D.C. and as an available resource to them at any time to discuss funding, legislative, and regulatory priorities. Additionally, we will use our extensive network of congressional and federal agency relationships to extend the City's reach well beyond its congressional delegation. We will work to help raise your profile with the federal government and be viewed as a thought leader on important issues. We work regularly with authorizing and appropriating committee staff in both the House and the Senate. We are also in frequent communication with the Administration, numerous federal agencies, and the Office of Management and Budget.

Legislative and regulatory advocacy. We closely track all federal activity as it relates to local governments. We will keep the City abreast of any legislation or potential legislation that could affect your residents. We will provide legislative text, detailed bill analysis, and status updates on federal legislation of importance. We also monitor the *Federal Register* daily for any new federal agency regulatory actions that may be of interest to our clients. We will ensure that the City is made aware of all pending federal regulatory actions that could have either a positive or negative impact on your operations or your residents. We will prepare detailed and thoughtful comments in response to proposed federal agency regulations, sharing these comments with your congressional delegation.

Federal funding advocacy and grant support. The City does not have unlimited financial resources which makes federal funding critical for your operations and to maintain services for your residents. We will closely monitor the President's budget and the annual congressional appropriations process, providing the City with a detailed summary and funding levels of

programs of importance. We will work with the City to ensure that Senator Padilla, California's next Senator, and Representative Waters are aware of the City's annual appropriations priorities and community project requests, complete and submit all appropriations request forms. Additionally, we understand the dynamics of the federal grant process and have secured numerous grants for local communities. Our work has involved identifying appropriate grants, assisting with the preparation and submittal of grants, and the necessary advocacy with federal agencies. We will work with your grant writers to tailor a grants management strategy that looks to specific programs and expected grant offerings. We will provide timely notice of federal grant announcements and share all materials relevant to the grants. We will also organize meetings for you with those federal agency decision-makers. This will help the City position its grant proposals, understand an agency's priority focus for funding, and develop relationships with federal decision-makers.

In-person visits. You are your own best advocates. We want the City to be personally involved in your Washington, D.C. advocacy. We will support all facets of the City's federal advocacy trips to ensure the most advantageous use of your time. Whether traveling to Washington, D.C. or doing a virtual visit, we will accommodate your needs. Working with the City, we will prepare a list of potential dates and targeted meetings in Washington, D.C. We can help schedule meetings, including meetings with the City's congressional delegation, key committee staff, and relevant federal agency officials. We will keep the City apprised of meetings as they are secured. In addition, we will assist in the preparation of associated white papers, letters, and talking points. We will accompany the City to all your meetings with federal decision-makers and ensure that all action items are captured and addressed.

Communication. We believe that communication is key to the successful implementation of your federal advocacy goals. We maintain regular contact with our clients, both through email and phone calls. This accessibility and communication will be critical to the success of the City's legislative platform. We recognize both short- and long-term trends in funding opportunities before they become apparent and will work with the City to connect priorities with those federal opportunities. We will monitor key legislation, congressional hearings, grant opportunities, and regulations that affect the City and your priorities. We are committed to providing regular written reports that outline the monitoring of key legislative initiatives related to the City's legislative agenda. We will closely monitor legislative and regulatory developments in Washington, D.C. (including tracking discussions, drafts, emerging issues, research reports, and other activities that may ultimately affect legislation, regulations, or other client interests) and promptly convey through email, conference call, or report, as directed, whatever we learn that is important to the City. We will use all available technology to bridge the geographic and temporal divide separating California and Washington, D.C.

OUR TEAM

Our team has significant advocacy experience working on behalf of California cities and other public entities. We understand the fundamental issues facing local governments and recognize the considerable financial, operational, and political challenges they balance daily. We have worked—inside and outside of government—to help agencies like the City overcome those challenges.

Our professional staff members represent bipartisan achievement and diverse issue interests, with complementary expertise and backgrounds. Throughout our individual careers and as a

firm, we have worked for and with Democratic and Republican Administrations, Congress, mayors, governors, and other elected and appointed officials. We understand the challenges and issues facing local governments at the federal level and have many years of direct experience working on those issues with corresponding accomplishments and achievements. We have the in-house expertise and political understanding to achieve the City's federal priorities.

Each member of our team is highly respected within the Washington, D.C. advocacy community. Zac Commins and Laura Morgan-Kessler will serve as the co-project managers for Carpi & Clay's federal efforts for the City. They will be responsible for ensuring that all timelines are met and that all work products are of the highest quality.

Utilizing our "Principals Only" approach, Carpi & Clay guarantees that Zac and Laura will be directly accessible to the City and will provide prompt responses and dedicated support to meet the City's federal needs. Our commitment is to prioritize the City's interests and ensure continuous, effective communication. While we understand the importance of specifying an estimated number of hours our team would dedicate to meeting the contractual obligations, we believe the quality of our representation and our unwavering availability are the true measures of our commitment to the City's success.



Zac Commins

Zac Commins brings a decade of experience working on federal policy, funding, and regulatory matters to Carpi & Clay. With previous roles spanning Capitol Hill and local government, Zac brings invaluable expertise in government relations, policy advocacy, and strategic counsel. His track record of effectively navigating complex political landscapes and building bipartisan coalitions will make him instrumental in furthering Carpi

& Clay's commitment to providing exceptional service to our clients.

Zac most recently served as Executive Officer of Intergovernmental Affairs to Los Angeles Mayor Karen Bass. In this role, he played a pivotal role in shaping the City's advocacy agenda, fostering crucial partnerships across all levels of government, and aligning priorities with various City departments and offices. Zac led the Intergovernmental Affairs team's efforts to maximize federal and state funding for the City, while facilitating advocacy trips, visits from dignitaries, large-scale policy events, and participation in national conferences.

As Policy Advisor to Senator Alex Padilla, Zac spearheaded several of the office's signature legislative achievements, including central provisions incorporated in the Bipartisan Infrastructure Law. He co-led bipartisan efforts to successfully enact legislation to provide flexibility to state, local, tribal, and territorial governments in the use of billions of dollars in fiscal recovery funds. His extensive collaboration with diverse stakeholders, including government agencies and nonprofits, underscored his commitment to advancing a myriad of policy priorities, securing grant awards, and facilitating congressionally directed spending.

Zac started his career in Washington, D.C. in the U.S. House of Representatives, including serving as a legislative director to a Member of Congress and handling housing and health care issues. Zac has prior experience providing comprehensive government affairs services to public sector and nonprofit clients. Zac graduated with honors from the University of California, Berkeley with a bachelor's degree in political science.



Laura Morgan-Kessler

When it comes to unrivaled dedication, subject-matter experience, and commitment to success in advocating for public agencies, Laura Morgan-Kessler stands out. Her comprehensive knowledge spans a wide swath of critical issues including water and wastewater infrastructure, transportation, economic development, homeland security, public safety, natural resources, the environment, energy, housing, and national service.

Laura's passion for her clients' issues is much more than just a part of her work; it is the essence of it. Her relentless pursuit of excellence continues to create lasting impacts, not only for her clients but for the communities they serve. Her unmatched dedication, combined with her profound expertise, places her at the forefront of her field.

What continues to set Laura apart is her proven ability to continually help her clients find successes at the federal level. She has secured over \$40 million in federal funding for her clients' community project requests in the annual appropriations bills in just the last three years. She has worked with her clients to successfully navigate the implementation of the American Rescue Plan Act, the Bipartisan Infrastructure Law, and the Inflation Reduction Act. She has achieved programmatic funding increases for programs such as the Foster Grandparent Program and the Senior Companion Program. These successes are directly related to her unparalleled understanding of congressional and federal agency actions, coupled with her ability to forge strong partnerships with Congress, congressional committees, and federal agencies.

Laura's more than twenty years of federal experience serves as the foundation of her ability to develop and implement federal advocacy strategies on behalf of her clients. She began her time in Washington, D.C. as a legislative staff member for Senator Dianne Feinstein. Her portfolio of issues centered around a topic of critical importance to Californians: infrastructure. During her tenure on Capitol Hill, she managed a portfolio of issues including transportation, water and wastewater, energy, natural resources, the environment, and natural disasters.

Outside of the office, Laura dedicates her time to empowering female professionals. She currently serves as a board member for Women in Government Relations (WGR), an organization that supports 1,200 women government relations professionals throughout the country. She also serves as a mentor in WGR's annual mentorship program.

Laura graduated from Wake Forest University with a Bachelor of Arts in political science and a minor in sociology. Her time as a Demon Deacon laid the foundation for her career in federal policy and advocacy, as well as her lifelong commitment to uphold her alma mater's motto of pro humanitate.

ZAC COMMINS

zcommins@carpiclay.com I (310) 619-5792

EXPERIENCE

Carpi & Clay Principal

2024-Present

- Develops and executes effective federal advocacy strategies to achieve clients' targeted objectives.
- Provides critical and timely insights on Congressional and federal agency actions.

Office of Los Angeles Mayor Karen Bass Executive Officer of Intergovernmental Affairs

2023-2024

- Served as a key advisor to the Mayor in carrying out the City's Intergovernmental Affairs functions, fostered
 crucial partnerships across all levels of government to advance the City's advocacy agenda, and collaborated
 with various City departments and offices to align priorities.
- Led efforts to maximize federal funding opportunities, including more than doubling the amount of congressionally directed spending allocated to the City.
- Facilitated advocacy trips, visits from dignitaries, and comprehensive policy events.

Office of U.S. Senator Alex Padilla Policy Advisor

2021-2023

- Served as the Senator's principal advisor on banking, budget, economic development, small business, tax, trade, and transportation policy.
- Co-authored bipartisan legislation to allow flexibility to state, local, and tribal governments in their use of federal fiscal recovery funds, included in the Consolidated Appropriations Act, 2023.
- Collaborated with the Senate Environment and Public Works Committee to shape language included in the
 Infrastructure Investment and Jobs Act, including supporting zero-emission buses and trucks, climate resiliency,
 transportation equity, bridge enhancements, and wildlife crossings.
- Led the Senator's efforts on the Senate Budget Committee, including the budget reconciliation process and advancement of the *Inflation Reduction Act* and the *American Rescue Plan Act*.
- Worked closely with state and local governments regarding policy priorities, grant opportunities, and congressionally directed spending requests.

Office of U.S. Representative Harley Rouda

2019-2021

Legislative Director (2019-2021)

- Senior Legislative Assistant (2019)
- Led the agenda for one of the most legislatively productive members in the 116th Congress, including advancing the most sponsored legislation through the House of any freshman office.
- Served as principal advisor for his role on the House Transportation and Infrastructure Committee as well as appropriations, banking, budget, economic development, health, housing, judiciary, and tax policy.

Townsend Public Affairs

2018-2019

Associate

Served as a federal advocate for California cities, counties, special districts, and nonprofits.

Office of U.S. Representative Eric Swalwell

2015-2017

Legislative Assistant (2016-2017) Legislative Aide (2015-2016)

Staff Assistant/Legislative Correspondent (2015)

EDUCATION

Bachelor of Arts (B.A.), Political Science

2011-2015

University of California, Berkeley, CA

Honors with Distinction, Phi Beta Kappa

LAURA MORGAN-KESSLER

(703) 298-6846 — Imorgan-kessler@carpiclay.com

EXPERIENCE

Carpi & Clay, Inc., Washington, D.C.

Partner 10/22-Present 5/18-10/22

- Manages a diverse client portfolio including cities, counties, drinking water and clean water utilities, trade associations, and non-profit organizations.
- Secured over \$43 million for clients in community project requests funds from FY22-FY24.
- Provides timely and strategic intelligence on Congressional and federal agency actions and helps clients develop and implement federal advocacy strategies to accomplish specific goals.
- Maintains strong working relationships with Members of Congress and their staff, Congressional Committees, and federal agencies including the Department of the Interior, the Bureau of Reclamation, and the Environmental Protection Agency.
- Helps clients navigate the federal legislative and regulatory processes.
- Works to develop creative and out-of-the-box solutions to federal issues and roadblocks.
- Engages regularly with organizations such as the U.S. Conference of Mayors, the National League of Cities, the National Association of Counties, and the Association of California Water Agencies.

Van Scoyoc Associates, Inc., Washington, D.C.

Director, Government Relations

12/09-5/18

- Provided comprehensive federal advocacy services for a portfolio of public entity clients.
- Oversaw and organized Congressional and federal agency advocacy fly-ins.
- Drafted legislation that gained bipartisan support in both the House and the Senate.
- Wrote proposals and interview presentations that resulted in successfully obtaining new clients.
- Led efforts in 2012 to build coalition of affected stakeholders to remove the residual risk requirement from the National Flood Insurance Program authorization bill.

Manager, Government Relations

12/06-12/09

- Collaborated with clients to draft and implement a federal relations strategy.
- Drafted Congressional correspondence, legislative language, and regulatory comments.
- Tracked appropriations bills, monitored legislation, and attended hearings.

Office of United States Senator Dianne Feinstein, Washington, D.C.

Legislative Correspondent

6/04-12/06

- Composed speeches, drafted statements, and assembled floor charts.
- Comprised Daily Energy Report for Senator Feinstein and legislative staff.

Staff Assistant 6/03-6/04

- Researched legislation pertaining to energy and the environment.
- Answered phones, distributed mail, and responded to constituent letters.

EDUCATION Wake Forest University, Winston-Salem, NC

1999-2003

Bachelor of Arts in Political Science; Minor in Sociology

MEMBERSHIP

Women in Government Relations

- Director, Board of Directors (7/22-6/24)
- Chair of Congressional Outreach Committee (7/21-6/22)
- Co-Leader Transportation & Infrastructure Task Force (7/19-6/21)

D. COMPENSATION AND FEE PROPOSAL

Fixed-fee monthly retainers are the standard for federal advocacy work, and we strongly believe they provide the best value to our clients. Monthly retainer agreements allow for our communication with our clients and on behalf of our clients to be unencumbered. We have also found that this financial arrangement provides our clients with a strong continuity of service.

Based on our understanding of your federal needs, Carpi & Clay proposes to provide the City with comprehensive federal advocacy services for a fixed monthly retainer of \$5,000. Long-distance travel at the direction of the City would be billed at cost outside of the monthly retainer.

| Period | Proposed Cost |
|---------------------------------------------------|---------------|
| Remainder of Fiscal Year 2024-25 (1/1/25-6/30/25) | \$30,000 |
| Fiscal Year 2025-26 (7/1/25-6/30/26) | \$60,000 |

E. REFERENCES

Carpi & Clay and our advocates have a proud history representing California local governments at the federal level. Below are five references that demonstrate our knowledge and experience working on behalf of public agencies.

 City of Irvine. Carpi & Clay has provided comprehensive federal legislative services since 2022. We have worked with the City to support several priorities including infrastructure, public safety, housing, and economic development.

Michelle Grettenberg

Assistant City Manager 1 Civic Center Plaza, Irvine, CA 92606 (949) 724-6252 mgrettenberg@cityofirvine.org

City of Norwalk. Carpi & Clay has provided comprehensive federal legislative services for the City since 2018. We have helped the City secure federal funding for critical projects and programs, including bus stop improvements, energy and water resiliency enhancements, and digital infrastructure installations in public parks and facilities. Additionally, we support the City's efforts with its water reliability project with the Army Corps of Engineers.

Salpy Kabaklian Slentz

Management Analyst 12700 Norwalk Blvd, Norwalk, CA 90650 (562) 929-5303 SKabaklianslentz@norwalkca.gov

City of Newport Beach. Carpi & Clay has represented the City of Newport Beach on federal transportation matters since 2019. Zac serves the City's federal advocacy efforts on aviation, including engagement with the Department of Transportation, the Federal Aviation Administration (FAA), and Congress. We have been successful in incorporating language into legislation to advance the City's goals, including creating a new program in the recently enacted FAA reauthorization designed to help the agency more effectively carry out its community engagement activities.

Tara Finnigan

Deputy City Manager 100 Civic Center Drive, Newport Beach, CA 92660 (949) 644-3035 tfinnigan@newportbeachca.gov

 City of Carlsbad. Carpi & Clay has provided comprehensive federal legislative services for the City since 2022. We have helped the City secure federal funding for critical infrastructure and housing projects. Additionally, we are working to help the City support important legislation related to veterans housing needs and aviation noise issues.

Jason Haber

Intergovernmental Affairs Director 1200 Carlsbad Village Drive, Carlsbad, CA 92008 (442) 339-2958 Jason.Haber@carlsbadca.gov

City of Los Angeles. Zac served as Executive Officer of Intergovernmental Affairs for Los Angeles Mayor Karen Bass. In this position, he played a pivotal role in shaping the City's advocacy agenda, fostering crucial partnerships across all levels of government, and aligning priorities with various City departments and offices. He also helped guide the City's efforts to maximize federal funding opportunities, including more than doubling the amount of congressionally directed spending allocated to the City.

Joey Freeman

Deputy Mayor of Intergovernmental Affairs 200 N. Spring St, Room 303, Los Angeles, CA 90012 (818) 802-1425

Joey.Freeman@lacity.org

In addition, please see a list below of all local government clients for whom Carpi & Clay currently provides services.

| Barstow Community College District | Jurupa Community Services District |
|------------------------------------|-------------------------------------------|
| City of Anaheim, CA | Livermore Amador Valley Transit Authority |
| City of Carlsbad, CA | Long Beach Utilities |
| City of Encinitas, CA | Marin County Transit District |
| City of Irvine, CA | Mission Springs Water District |
| City of Morgantown, WV | Monterey One Water |
| City of Newport Beach, CA | Morro Bay Harbor Department |
| City of Norwalk, CA | Multnomah County Drainage District |
| City of Rocklin, CA | Northern Indiana Commuter Transportation |
| | District |
| City of Santa Barbara, CA | Pajaro Regional Flood Management Agency |
| City of Vista, CA | Port of Long Beach |
| County of Fresno, CA | Port of San Diego |
| County of Los Angeles Public Works | Port of Santa Cruz |
| County of Marin, CA | Port of Stockton |
| County of San Mateo, CA | Port San Luis Harbor District |
| County of San Joaquin, CA | Sacramento Regional Transit District |
| County of Stanislaus, CA | Santa Clara Valley Water District |
| County of Tulare, CA | Sutter Butte Flood Control Agency |
| Genesee County, NY | Transbay Joint Powers Authority |
| Harris County, TX | Ventura Port District |
| Inland Empire Utilities Agency | |

F. DISCLOSURE OF CONFLICTS OF INTEREST

Carpi & Clay does not have any conflicts of interest with representation of the City of Lawndale with our existing client portfolio.

Our clients are our top priority, and we take great pride in protecting our long-term relationships with them. To avoid encountering any potential conflicts between our existing clients, we go through a comprehensive internal vetting process prior to pursuing any new client opportunities. For example, prior to our firm submitting a response to this RFP, we looked at our existing client portfolio to ensure that our potential work on behalf of the City would not create a conflict for any existing clients.

Furthermore, Carpi & Clay complies with all federal, state, and local conflict of interest laws, statutes, regulations, and reporting requirements. We value our reputation for integrity and adhere to the strictest self-imposed guidelines for ethical behavior.

ATTACHMENT E

EXHIBIT A

CITY OF LAWNDALE 14717 Lawndale Blvd. Lawndale, CA 90260

RFP NO. 2410-34

RFP PROPOSAL FORM

PROPOSER'S RESPONSES TO RFP FOR LEGISLATIVE AND LOBBYING SERVICES

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE RFP.

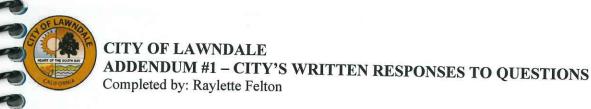
The following Proposal is submitted to the City of Lawndale.

Sole Proprietorship

Other:_

| Proposal Submitted By: | * | |
|----------------------------|-------------------------------------|-------------------------|
| TOWNSEND PUBLIC A | FFAIRS | WWW.TOWNSENDPA.COM |
| Name of Firm | | Website |
| 1401 DOVE STREET, SUI | TE 430 | |
| Address | | |
| NEWPORT BEACH | CALIFORNIA | 92660 |
| City | State | Zip Code |
| | SS DEVELOPMENT ASSOCIATE | ORAYMOND@TOWNSENDPA.COM |
| Printed Name/Title of C | ontact | Email |
| 949-399-9050 / 949-476- | 8215 | |
| Telephone Number/Fax | Number | |
| CHRISTOPHER TOWNS | SEND, PRESIDENT | |
| Name of official authoriz | zed to bind firm to terms of submit | ttal |
| | | |
| Form of Business Orga | nization: | |
| Please indicate the follow | ving (check one): | |
| Corporation X | | |
| Partnership | | |
| | | |

| | | company was in business under a differe | ent name, what was that |
|------------------------------|-----------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| Add Dec | | | |
| Addenda Rece | | | |
| Please indicate | addenda informatio | you have received regarding this RFP: (if | needed) |
| | um No. <u>1</u> | Date Received: 10/17/24 | |
| | um No um No | Date Received: Date Received: | |
| | | | |
| No Addenda red | beived regarding thi | RFP: | |
| References: | | | |
| Please supply comparable goo | the names of cor ods as requested in | panies/agencies for whom you recently his RFP. | supplied and installed |
| CITY OF COMPTON | 205 South Willowbr | ok Ave, Compton, CA 90220 MAYOR EMM/ | |
| Name of Comp | any/Agency Addre | ss Person to contact/Telephone N | 0. |
| CITY OF SAN PABLO | 1000 Gateway Aver | e, San Pablo, CA 94806 CITY MANAGER MATT | RODRIGUEZ, 510-215-3016 |
| CITT OF SAN PABLO | any/Agency Addre | Person to contact/Telephone No. | |
| Name of Comp | | | |
| Name of Comp | :OG 1333 Mayflower Aven | e, Suite 360, Monrovia, CA 91016 DIRECTOR OF GOVT | RELATIONS RICKY CHOI, 626-319-50 |



RFP No. 2410-34 - ADDENDUM #1 Professional Legislative and Lobbying Services October 17, 2024

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

| QUE | STIONS AND ANSWERS |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Question (s): Is this RFP for BOTH Federal and State legislative and lobbyis While we understand the city is seeking both state and federal services, would the City consider a proposal focused solely on state or solely on federal advocacy? | |
| | Answer: The City is primarily focused on the federal level. However, if your firm is able provide both federal and state level advocacy services, that would be great to note and include in your proposal. |

END OF ADDENDUM

Proposer's Signature:

Proposer's Firm Name: TOWNSEND PUBLIC AFFAIRS

(Please sign and submit this acknowledgement with your RFP)

T®WNSEND

PUBLIC AFFAIRS

EST **TPA** 1998

SACRAMENTO • WASHINGTON D.C. NORTHERN CALIFORNIA • CENTRAL CALIFORNIA SOUTHERN CALIFORNIA



COST PROPOSAL:
Professional Legislative &
Lobbying Services for Local
Government

RFP No. 2410-34

October 31, 2024

COST PROPOSAL

ALL-INCLUSIVE RETAINER:

| DESCRIPTION OF SERVICES | MONTHLY FEE |
|----------------------------------------------------|-------------|
| Professional Legislative & Lobbying Services | \$8,000* |
| Conduct Detailed Orientation | Included |
| Develop Legislative Strategy | Included |
| Implement the Legislative Strategy | Included |
| Build and Strengthen Relevant Relationships | Included |
| Leverage Relationships for Strategic Advocacy Plan | Included |
| Coordinate Advocacy Trips | Included |
| Track Legislation | Included |
| Craft Testimony and Position Letters | Included |
| Draft Bill Language | Included |
| State Budget Funding Opportunities | Included |
| Federal Earmark Opportunities | Included |
| Identify Funding Opportunities | Included |
| Provide Progress Reports | Included |
| Prepare and File Lobbying Disclosure Reports | Included |
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^{*}The monthly fee includes all reasonable business and travel expenses.

NOT-TO-EXCEED AMOUNT FOR REMAINING FISCAL YEAR 2024-2025 (6 MONTHS): \$48,000 NOT TO EXCEED AMOUNT FOR FISCAL YEAR 2025-2026 (1 YEAR): \$96,000

T®WNSEND

PUBLIC AFFAIRS

EST **TPA** 1998



Proposal for
Professional Legislative &
Lobbying Services for Local
Government

RFP No. 2410-34

October 31, 2024

SACRAMENTO • WASHINGTON D.C. NORTHERN CALIFORNIA • CENTRAL CALIFORNIA SOUTHERN CALIFORNIA

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October 31, 2024

Yvette Palomo, Assistant City Clerk City of Lawndale 14717 Burin Avenue Lawndale, CA 90260

Dear Ms. Palomo:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Professional Legislative & Lobbying Services to the City of Lawndale ("City").

Since its inception in 1998, TPA has earned the reputation as a *Champion for Better Communities* by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 150 legislative and regulatory proposals into law and secured over \$3.2 billion in competitive funding from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. TPA attests to the accuracy of this proposal, as well as the firm's ability to provide the services noted in Section II of the RFP. TPA also affirms that this proposal will remain valid for at least 90 days from the deadline. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Lawndale.

Yours truly,

Christopher Townsend (Authorized to Bind the Firm)

President



FIRM BACKGROUND & QUALIFICATIONS

FIRM DESCRIPTION

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded over 150 client-sponsored legislative proposals into law
- **Funding Success**: Over **\$3.2 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 26 years (founded in 1998)
- Number of Employees: 23
- Number of Registered State and Federal Lobbyists and Grant Writers: 19
- Number of Offices: Five
 - TPA State Capitol Office, Sacramento
 - o TPA Federal Office, Washington, DC
 - o TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - o TPA Southern California Office, Newport Beach

Types of Clients:

- City Governments
- County Governments
- Water and Sanitation Districts
- Transportation Districts
- K-12 School Districts
- Community College Districts
- Parks and Recreation Districts
- Fire Protection Districts
- Museums, Science Centers, and Cultural Facilities

Areas of Specialization:

- Local Governance (Cities, Counties, Special Districts)
- Transportation Policy and Infrastructure
- Water and Sanitation Policy and Infrastructure
- Education Policy and Infrastructure
- Housing and Economic Development
- o Parks and Community Facilities (Recreational, Cultural, Historical)
- Energy, Environment, and Natural Resources
- Public Safetv
- Budget and Finance



- Ranking by Revenue Reported to the California Secretary of State:
 - o 8th of 491 Firms Registered for the 2023–24 Legislative Session
 - 99th Percentile
- More California public agencies have hired TPA to represent them in Washington, DC than any other advocacy firm in the nation.

DEMONSTRATED KNOWLEDGE

RELEVANT STATE LEGISLATIVE ACHIEVEMENTS:

1. CITY OF OAKLAND: STATE BUDGET FUNDING ADVOCACY

TPA worked with the City of Oakland and State Assembly Member Mia Bonta to help secure **\$5,000,000** in funding for Fire State 4 in fiscal year 2023 in the State Budget. The funding is to help construct critical healthy and safety improvements at the Fire Station to ensure its ongoing operation and useful life.

2. AB 1285 (WICKS): HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM AND ENCAMPMENT RESOLUTION FUNDING PROGRAM

TPA partnered with the City of Berkeley to sponsor AB 1285, a significant piece of legislation aimed at enhancing the coordination of state funding programs to address homelessness more effectively. AB 1285 mandates that cities, counties, and Continuums of Care collaborate on how referrals to permanent housing through the Coordinated Entry System prioritize individuals living in encampments. This approach ensures that those most in need receive timely access to permanent housing solutions.

At the start of the legislative session, TPA worked closely with the City of Berkeley to identify the relevant government code section and assist in drafting the bill language. TPA then collaborated with the City to create fact sheets and other materials that clearly articulated the purpose and necessity of the legislation, which were used to educate committee members and their staff.

As the bill progressed through the Legislature, TPA engaged with senior committee staff members to fine-tune the language of the bill, ensuring it was both effective and practical. TPA also provided verbal lead testimony during policy committee hearings and equipped the bill's author with targeted speaking points for both committee hearings and final floor votes.

One of the most significant aspects of AB 1285 is its focus on collaboration, which is particularly beneficial for smaller cities that do not receive direct allocations of state-programmed homeless resources. By requiring partnerships between cities, counties, and Continuums of Care, the bill fosters a more inclusive and unified approach to addressing homelessness. This collaborative language ensures that even smaller municipalities, which might otherwise be overlooked, can have a say in the prioritization of housing resources, effectively integrating their needs into the broader state strategy.

Understanding the bill's potential to benefit cities across the state, TPA helped form a coalition of supportive cities, which played a crucial role in the bill's successful passage. This coalition demonstrated broad-based support and highlighted the bill's importance to cities of all sizes, emphasizing that a unified approach is essential for effectively tackling homelessness statewide.

The Governor's decision to sign AB 1285 into law underscores its importance as part of his major homelessness and behavioral health reform package. The measure's emphasis on coordination and collaboration sets a precedent for future efforts, ensuring that all cities, regardless of size or direct funding allocations, are actively involved in the fight against homelessness. This collaborative framework is essential for creating a more equitable and effective system that addresses the complex and urgent issue of homelessness throughout California.

3. BROWN ACT FLEXIBILITY AND EXPANSION EFFORTS

Throughout the 2023-2024 legislative session, TPA worked closely with several clients to sponsor a suite of governance flexibility bills that implement common sense reforms to the Brown Act and the Public Records Act.

Specifically, AB 2302 (Addis) would clarify and guarantee in law that local governments are afforded the full flexibility given to them in AB 2449 (Rubio) in 2022. Some cities were unable to access the full capabilities and flexibility of participating in meetings remotely due to the unintended consequences of specific administrative proceedings. TPA helped the client identify the issue and draft language to address the concern. TPA then worked to build a coalition of similar cities and advocate for its passage. AB 2302 has passed the Legislature and is currently on the Governor's desk.

Furthermore, TPA helped sponsor SB 1034 (Seyarto), which added an exemption in Public Records Act law to allow for additional time to respond to requests during times of emergency where staffing is limited, and public facilities are closed. This commonsense reform had a wide variety of stakeholders supporting and was signed into law by the Governor in 2024.

Finally, in 2024, TPA helped clarify in Government Code the definition of attestation of digital signatures for use on official city documents such as ordnances or minutes. This clarification gives clear directions to cities looking to use digital signatures for ease of filing paperwork.

4. AB 2496 (PETRIE-NORRIS): LOUD VEHICLE NOISE

TPA worked with a coalition of Orange County cities, including Huntington Beach, Irvine, and Laguna Beach, to sponsor AB 2496 (Petrie-Norris). The legislation works to address the prevalence of loud vehicle noise in communities. Specifically, the bill requires violators of the existing loud vehicle noise laws to prove they have addressed the problem through

vehicle modification before receiving their next vehicle registration. TPA worked closely with the coalition and Assembly Member Petrie-Norris' staff to craft language, organize letters of support and verbal testimony, and hold meetings with legislators to ensure it passed every policy and fiscal committee hurdle. The bill was approved by the Legislature in the final days of the 2022 Legislative Session and was signed into law by Governor Newsom. The Governor, in a demonstration of his appreciation for the legislation, highlighted the bill in the public overview of his final legislative actions for the 2022 Legislative Session.

RELEVANT FEDERAL LEGISLATIVE ACHIEVEMENTS:

1. CITY OF BERKELEY: FEDERAL EARMARK FUNDING ADVOCACY

TPA worked with the City of Berkeley and Congresswoman Barbara Lee to help secure \$3,000,000 in federal funding for the East Bay Regional Fire Training Facility in fiscal year 2025. The funding would be used to construct the East Bay Regional Fire Training Facility, which would serve Northern Alameda and Western Contra Costa County first responders with a facility that will become an Accredited Local Academy through the State Fire Marshal. This project will also serve as a workforce training center that will enhance the regional ability to recruit and train diverse members of the community for careers in public safety in a time when recruitment of emergency responders is extremely challenging.

2. CITY OF ONTARIO: WRDA FUNDING AUTHORIZATION

During the 2022 Water Resources Development Act (WRDA) legislative process, TPA advocated aggressively for the inclusion of a \$40.7 million funding authorization on behalf of the City of Ontario for its water recycling and water supply priorities. The bill, which is reconsidered by Congress every two years, authorizes much-needed investments in projects and programs of the U.S. Army Corps of Engineers. As a result of TPA's diligent federal advocacy efforts, Ontario's critical Well Treatment Facility and Euclid Avenue Recycled Water System Expansion projects will undergo expedited feasibility and environmental studies before the beginning of construction. TPA will continue to work with Ontario's Congressional Delegation to secure appropriations funding for the competition of these projects, demonstrating our firm's comprehensive approach and commitment to ensure success from the onset of project authorization to completion.

3. CITY OF OAKLAND: AFFORDABLE HOUSING FEDERAL ADVOCACY

On behalf of the City of Oakland, TPA engaged closely with Senator Feinstein's staff to monitor and decipher a decision from HUD on affordable housing priorities for current and past residents. HUD had recently rejected a plan in San Francisco to open a new complex of affordable housing and implement a priority system that favored those who had lived in the neighborhood previously, thus preventing a major shift toward gentrification. When HUD rejected the plan because it violated the Fair Housing Act, TPA worked closely with the Council President's office and the California legislative delegation to determine

whether similar prioritization plans implemented in Oakland might also violate the Fair Housing Act and whether the City was therefore at risk of legal action. Fortunately, TPA was able to determine that the City's plan contained a key and essential difference, allowing it to avoid the same assessment by HUD. In maintaining consistent lines of communication with stakeholders, TPA was able to mitigate risk to the City of Oakland and its residents of affordable housing, while also ensuring that key figures in affordable housing discussions were aware of Oakland's important efforts in this arena.

4. SAN PABLO PUBLIC INTEREST LAND CONVEYANCE ADVOCACY

TPA is currently advocating for the transfer of an Army Reserve Center site to the City of San Pablo. The armory is inactive, and the City sought to explore the possibility of acquiring the land to use as a new public works corporation yard. TPA identified that a public interest land conveyance could be legislated for this purpose through the National Defense Authorization Act (NDAA) and engaged the staff of Representative John Garamendi and the Department of Defense (DoD). DoD sought to rush a transfer to the Department of Homeland Security but working through the House Armed Services Committee, TPA successfully paused the transfer by inserting report language into the House NDAA. This language requires the DoD to provide a briefing to the committee on their processes, potential uses of the land, and a description of public engagement.

5. COVID-19 LOCAL GOVERNANCE MESSAGING AND FUNDING ADVOCACY

Through the COVID-19 pandemic, TPA led a statewide effort to advocate for increased local relief funding in the passage of the CARES Act and the American Rescue Plan (ARPA). TPA worked with its municipal clients, as well as in partnership with the California Mayors Coalition to ensure funding was made available for local jurisdictions. TPA coordinated with the National League of Cities and the White House to utilize and distribute TPA templates, models, and language regarding COVID-19 messaging. TPA facilitated conversations between the Department of Treasury and local public agencies regarding the implementation and reporting of CARES Act and ARPA funds and was ultimately successful in securing direct funding for local jurisdictions as part of the COVID relief packages.

6. MERCED COUNTY ASSOCIATION OF GOVERNMENTS BUY AMERICA WAIVERS

TPA advocacy resulted in ten partial Buy America waivers for MCAG. These waivers allowed five cities in Merced County to purchase ten pollution-reducing vehicles. Without the waivers, MCAG would have been prevented from using federal dollars to make the purchases as the Federal Highway Administration's Buy America requirement mandates that steel and iron used in government projects be manufactured domestically. TPA coordinated a coalition of Congressional members from the San Joaquin Valley including Representatives Costa, Nunes, Valadao, McClintock, Denham, and McCarthy, to issue a delegation letter to the Secretary of Transportation advocating for the waivers.

EXAMPLES OF SUCCESSFUL STATE & FEDERAL EARMARKS

As the premier grant writing and advocacy firm for California municipalities, TPA has extensive experience in providing customized and effective grant writing services and has built a robust reputation by providing these services to more than 320 diverse cities throughout the state. With valuable state and federal agency relationships, an expansive understanding of countless funding programs in a wide range of policy areas, and the capacity to pursue any and all relevant opportunities, TPA has achieved **over \$3.2 billion** in funding success on behalf of clients and has maintained a trusted client base by ensuring seamless and timely communication. The funding secured has been allocated toward projects that positively impact local communities, such as transportation infrastructure improvements, workforce development programs, regional public safety initiatives, and community beautification projects.

This table provides an overview of our funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs. These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

| STATE BUDGET EARMARKS | | |
|----------------------------------------------------|--------------------------|----------------------|
| Year | Total Number of Projects | Total Amount Awarded |
| 2023-2024 | 55 | \$73,910,000 |
| 2022-2023 | 42 | \$200,950,000 |
| 2021-2022 | 30 | \$377,715,020 |
| 2019-2020 | 15 | \$36,230,000 |
| TOTAL STATE BUDGET EARMARKS SECURED: \$688,805,020 | | |

| FEDERAL EARMARKS | | |
|-----------------------------------------------|--------------------------|----------------------|
| Year | Total Number of Projects | Total Amount Awarded |
| 2024 | 52 | \$57,599,445 |
| 2023 | 34 | \$60,390,094 |
| 2022 | 30 | \$59,060,357 |
| TOTAL FEDERAL EARMARKS SECURED: \$177,049,896 | | |

UNDERSTANDING OF SCOPE OF SERVICES & APPROACH

PROJECT WORK PLAN AND APPROACH

TPA will utilize the following strategic and comprehensive approach to provide state and federal legislative advocacy services to the City.

- Conduct Detailed Orientation: TPA will utilize a continuation of our comprehensive
 onboarding process that includes extensive meetings with various relevant members
 of City leadership and key City departments to help develop a strategic plan that is
 carefully tailored to satisfy the needs of the City and is designed for maximum success
 in the current political climate and funding environment.
- Develop Legislative Strategy: Utilizing the information gathered during the
 onboarding process, TPA will coordinate with the City to develop an official legislative
 platform and strategy that represents the City's priorities in Sacramento and
 Washington, DC. This blueprint will be shared with key stakeholders in the State
 Legislature and Governor's Administration as well as Congress and the Biden
 Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:
 - Build and Strengthen Relevant Relationships: TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda. These relationships include key officials in Sacramento and Washington, DC:
 - Leverage Relationships for Strategic Advocacy Plan: TPA will engage various techniques to leverage our network of key relationships on behalf of the Citv:
 - Schedule meetings for the City to discuss relevant legislation
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City's legislative agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met
 - Coordinate Advocacy Trips: TPA will work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.

For advocacy trips to Washington, DC, TPA will handle all details of the trip, including, but not limited to:

- Planning and scheduling of meetings
- Providing logistical support, including airport pickups, hotel pickups, travel to and from meetings
- Providing access to a private office within walking distance to the Hill and with immediate access to the Metro
- Coordinating all meal reservations, including scheduling with key members to attend

- Access to the National Democratic Club
- Access to the Capitol Hill Club (National Republican Club of Capitol Hill)
- Organizing any additional activities of interest (White House tour, VIP Capitol Tour, Monument Tour, African American Museum tickets, etc.)
- Track Legislation: TPA will identify, analyze, and monitor all bill introductions and amendments relevant to the City's legislative platform and assess their potential impact on the City.
- Craft Testimony and Position Letters: TPA will prepare and submit written and verbal testimony regarding legislation relevant to the City. TPA will also draft and deliver position letters to legislators and key officials on specific bill language.
- o **Draft Bill Language:** TPA will draft language and amendments for relevant legislation, as required to protect and promote the City's agenda.
- Engage in the Rule-Making Process: TPA will coordinate with the City to engage during the federal rule-making process to ensure the City's legislative agenda is being promoted and protected in Washington, DC. Engagement activities will include crafting and publishing public comments and contacting legislators to convey either support or opposition to the proposed rule.
- State Budget Funding Opportunities: To maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.
- Federal Earmark Opportunities: To maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.
- Identify Funding Opportunities: TPA will proactively identify potential funding opportunities and assess program requirements and guidelines to maximize state and federal funding success for the City.
- Provide Progress Reports: TPA will confer regularly with the City on our activities.
 TPA will provide timely electronic reports on the status of all legislative activity, such
 as bill language, amendments, and committee analyses. In addition to written reports,
 TPA will be available to the City for conference calls, in-person briefings, and
 meetings.
- Prepare and File Lobbying Disclosure Reports: TPA will prepare and file, on behalf
 of the City, all applicable state and federal lobbying disclosure reports.

PROJECT TEAM

With a team of 19 state and federal legislative advocates and grant writers, TPA has the breadth and depth of experience AND the ability to deploy as many advocates as needed to maximize success for the City while minimizing the burden on City staff. TPA proposes a dedicated team of five people to perform professional legislative and lobbying services for the City.

Niccolo De Luca

Vice President

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 28 Years of Legislative Advocacy & Public Policy Experience

Role: Strategic Advisor; State Legislative Advocate

Cori Takkinen

Vice President

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 15 Years of Legislative Advocacy & Public Policy Experience

Role: Strategic Advisor; State Legislative Advocate

Elisa Arcidiacono

Senior Associate

Professional Credentials: Registered State and Federal Lobbyist

Relevant Experience: 11 Years of Legislative Advocacy & Public Policy Experience

Role: Lead State Legislative Advocate

Joseph Melo

Senior Associate

Professional Credentials: Registered Federal Lobbyist

Relevant Experience: 10 Years of Legislative Advocacy & Public Policy Experience

Role: Lead Federal Legislative Advocate

Sammi Maciel

Senior Associate

Professional Credentials: Registered Federal Lobbyist

Relevant Experience: 8 Years of Legislative Advocacy & Public Policy Experience

Role: Federal Legislative Advocate

The individuals who will be principally responsible for working with the City will be Vice President Niccolo De Luca and Senior Associates Elisa Arcidiacono and Joseph Melo. This team will be directly supported by TPA's 17 additional legislative and funding advocates to ensure the City is able to take advantage of all legislative and funding avenues and secure significant success in both Sacramento and Washington, DC.

TPA uses a strategic approach to state and federal legislative advocacy services that will be tailored to meet the specific needs of the City. To maximize success, TPA's team of advocates and grant writers will utilize a collaborative approach and leverage an expansive collection of relationships in the state and federal governments, as well as a variety of policy expertise, including in transportation and infrastructure, water, education, parks and recreation, and local governance. Resumes for each member of the team can be found on the following pages.



Niccolo De Luca, Vice President: Niccolo brings 28 years of legislative and public policy experience to TPA. Niccolo worked with the Cities of Berkeley, Concord, Emeryville, Campbell, Pinole, and Fremont to pass multiple pieces of state legislation that granted these cities the ability to create and enhance local revenue measures. Niccolo has expertise in the policy sectors of local governance, parks and natural resources, housing and homelessness, public safety, cultural resources, and cannabis.

Townsend Public Affairs, Inc. *Vice President*

2008-Present

Throughout his tenure at TPA, Niccolo has been responsible for dozens of legislative proposals that have been signed into law and has secured millions in competitive grant funds for local public agency clients. In addition to his public policy expertise, Niccolo has widespread bipartisan relationships with Members and staff of the State Legislature including the Senate and Assembly Budget Chairs and the Budget Committee staff, Governor Newsom's Administration, and numerous policy committee staff. Some of Niccolo's accomplishments include:

- Niccolo worked with Freedom West Homes to sponsor SB 593, which gives the City and County of San Francisco's redevelopment successor agency the authority to finance up to 5,842 affordable housing units using the successor agency's property tax revenue. This is one of the few Redevelopment Agency (RDA) successor agency bills signed into law by Governor Newsom and one of the few RDA successor agency bills signed into law since 2015, almost 10 years ago. Niccolo helped create and lead the coalition in drafting language, organizing letters of support, securing witnesses to testify, and worked closely with legislative leadership and the Governor's. Ultimately, the Governor signed the measure into law.
- Niccolo was a major part of the coalition to help pass the state's first ever automated speed enforcement legislation. Niccolo worked with the City of Oakland along with five local governments on AB 645, which established a pilot program to give local transportation authorities in six cities the authority to install speed safety systems. To garner momentum for its success, Niccolo worked with Oakland City staff to highlight the need, provide data on the number of accidents and collisions, and to provide technical support to the author and her office. Throughout AB 645's progress through the Legislature, Niccolo provided lead testimony in multiple policy committees in support, drafted coalition letters, worked with the Author's office and committee leaders on various iterations of amendments, and orchestrated support and testimony to counteract the opposition's efforts.
- Niccolo worked with the City of Oakland to secure \$280 million in an FY 2021–2022 State Budget earmark for critical maritime infrastructure. Niccolo coordinated directly with Senate Budget Chair Nancy Skinner, the Oakland Mayor, and appropriate Senate and Assembly Budget Committee staff to draft the language for inclusion into the State Budget. Niccolo's strategy, execution, and relationships led to one of the highest budget earmarks in State history and a massive significant financial win for the City and Port of Oakland.
- Niccolo led the TPA efforts to secure \$33.1 million in critically needed park funding for cities and nonprofits in the Bay Area, Central Valley, and Southern California. These efforts included working on the funding guidelines, drafting the applications, lobbying for the applications, and working hand in hand with the funding agency. Niccolo was the team lead and instrumental in the many victories of our clients spanning throughout California

- Niccolo spearheaded the movement to secure \$15 million in an FY 2022–2023 State Budget earmark to the City of Berkeley for the Berkeley Marina and Pier. This year-long effort included creating a local, grassroots effort, strategizing with the Mayor and City Council, drafting letters of support and speaking points, help drafting a budget, working in partnership with Senate Budget Chair Nancy Skinner and Assembly Member Buffy Wicks, and other related efforts.
- Niccolo was a major part of the coalition to help pass the state's first-ever medicinal cannabis regulatory framework legislation. Niccolo served as an instrumental member of the statewide coalition that supported the views of both local government and the industry. Niccolo actively drafted language and advocated with legislators and staff to ensure statewide regulations would be in the best interest of cities. Due to these efforts, Niccolo has been recognized as a policy expert on cannabis policy and has testified before numerous legislative committees on issues related to its statewide implementation.
- Niccolo worked with the Cities of Berkeley, Concord, Emeryville, and Fremont to pass multiple pieces of state legislation that granted these cities the ability to create and enhance local revenue measures. Niccolo led the advocacy efforts on behalf of these cities which included drafting and implementing and plan of action, working closely with the author's offices to draft the legislation, building coalitions, testifying in committees, meeting with impacted state agencies and the Governor's Administration, and other efforts. Due to these efforts, Niccolo has been recognized as a policy expert on Transactions and Use Taxes (TUT) and TPA has been hired specifically to run these legislative efforts on behalf of local governments throughout the Bay Area.
- Niccolo worked closely with the City of Oakland to secure four grants in the combined amount of \$18.9 million from the Community Oriented Policing Services (COPS) Hiring Program. Niccolo developed the applications and shepherded them through the grant process, including leveraging relationships with the US Department of Justice and COPS staff, which resulted in critical federal funding for the City to hire additional police officers.

City of Oakland

Deputy City Administrator

2004-2007

Niccolo managed daily operations for the public works and police departments, overseeing a combined \$323 million budget and supervising 45 employees. He led the creation of a crime reduction initiative adopted by the City Council, resulting in reduced crime. Niccolo also expanded neighborhood public safety gatherings for three consecutive years, nearly doubling participation annually. Additionally, he served as the lead administrative staff for three City Council committees, providing policy expertise to the Mayor and Council.

City of Oakland

Assistant Director, Public Works Agency

2001-2004

Niccolo managed three public works divisions, overseeing finances, 40 staff members, and five direct reports. He implemented citywide procedures to reduce workers' compensation claims and served as the department's spokesperson, handling all media relations. Niccolo also acted as a hearing officer for union grievances, strengthening relationships with affected unions.

City of Oakland

Assistant to Councilmember Richard Spees

1998-2001

University of Oregon

Bachelor of Arts, American History

1997





Cori Takkinen, Vice President: Cori brings 15 years of legislative advocacy and public policy experience to TPA. Cori has extensive experience writing grants for various local, regional, state, and federal opportunities. Cori has expertise in the policy sectors of local governance, transportation, water resources, infrastructure, sanitation, parks and recreation, and economic development.

Townsend Public Affairs, Inc. *Vice President*

2011-Present

Throughout her tenure at TPA, Cori has been responsible for securing millions in competitive grant funds for local public agency clients. In addition to her expertise on municipal issues, Cori has strong experience building coalitions, identifying synergies, and leveraging all available opportunities to achieve success. Cori has a strong network of relationships with State Legislators, key staff, and various state agencies. Some of Cori's accomplishments include:

- Leveraging relationships with the California Federal delegation, Cori had over \$25 million in Community Project Funding (or earmarks) included in the nine appropriations bills that passed the House in FY 2022. In addition, Cori leveraged her relationships with Senator Padilla and Senator Feinstein to ensure the inclusion of several projects in the Senate Appropriations bills. Cori maintains a close relationship with Senator Padilla from his previous tenure in the State Senate as well as through his tenure on the Board of Directors of the Discovery Science Foundation, the founding client of Townsend Public Affairs.
- Cori worked on behalf of several cities in North Orange County to secure **\$5 million** in funding for the North Orange County Public Safety Collaborative through the federal appropriations process in FY 2022. This was the largest community project award nationwide for the OBJ/Byrne JAG program at the federal level.
- On behalf of the City of Newport Beach, Cori helped to successfully secure a state audit
 request of the State Department of Health Care Services (DHCS) and their management
 of sober living homes. Cori worked with City and state legislative staff to help craft the
 state audit request of DHCS and advocated to members of the Joint Legislative Audit
 Committee (JLAC). The request was approved unanimously by the JLAC and has directed
 the State Auditor to conduct its investigation to provide a resolution for the City, as well as
 other cities across the State.
- In the FY 2021–22 State Budget, Cori worked with several municipal and nonprofit clients to secure **\$54 million** in budget earmarks for priority projects, including funding for mental health, public safety, infrastructure improvements, and parks and trails improvements.
- In the FY 2019–20 State Budget, Cori worked with five municipal clients and one nonprofit
 client to secure \$20.2 million in budget earmarks for priority projects, including funding
 for a stormwater treatment facility, historical renovations, park and trail improvements, fire
 prevention, and children's science education.
- Leveraging relationships with the State Legislature, Cori secured an earmark in the FY 2017–18 State Budget in the amount of \$20 million to form the North Orange County Public Safety Collaborative. Since that time, Cori has identified additional funding opportunities at the state and federal level and the Collaborative has received a total of \$40.8 million since 2017. These annual funds have been allocated to be used for programs to address youth violence prevention and intervention in K–12 schools, programs to

promote and enhance the successful reentry of offenders into the community, and programs to address homeless outreach and intervention efforts.

- Cori worked on behalf of the City of La Habra to secure a direct funding allocation in the FY 2021–22 State Budget in the amount of **\$8.5 million** to repair an underground culvert in La Habra that collapsed due to a period of heavy rainfall.
- Cori worked with the City of Santa Ana to secure a direct funding allocation in the FY 2018–19 State Budget in the amount of \$4 million to upgrade water infrastructure within the City. TPA worked with the City's legislative delegation, staff from the Assembly and Senate Budget Committees, and the Department of Finance to ensure funding was included in the State Budget for this critical project to allow the City's water customers to have real-time access to their water usage,.
- Cori worked with the Orange County Water District and the Orange County Sanitation
 District to sponsor AB 2022 (Gordon). The bill allowed for limited bottling of the highly
 treated and recycled GWRS water for educational purposes. The bill was the first
 legislation in the nation that allowed for the direct bottling of advanced treated recycled
 water. TPA secured bipartisan support for the legislation and it was signed into law.
- Cori worked with the State Legislature and Administration on the development and implementation of Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018. Cori worked in support of a variety of clients to create specific funding opportunities to achieve results. In addition to securing funding opportunities for municipalities, Cori's efforts with Proposition 68 resulted in \$4.8 million to fund a conservation program at West Coyote Hills in Fullerton as well as \$3.5 million to fund science education at the Discovery Cube Orange County.
- Cori has been engaged in State fire prevention legislation to reduce the risk of fires caused by above-ground utilities as well as to provide opportunities for local jurisdictions located in high fire hazard severity zones to receive priority for fire mitigation measures.
- Cori worked with the City of Brea to secure over \$10 million from local, state, and federal
 sources for the Tracks at Brea project. The project is a four-mile multi-use rail-to-trail
 project that will traverse the City. Funding sources include the US Environmental
 Protection Agency, California Natural Resources Agency, Strategic Growth Council,
 California Transportation Commission, and the Southern California Association of
 Governments.

| County of Orange, Board of Supervisors Policy Advisor for Supervisor John Moorlach | 2010 |
|--------------------------------------------------------------------------------------------------------------|------|
| Tom Campbell for US Senate Campaign | 2010 |
| Chapman University, Orange, CA Master of Public Administration | 2014 |
| Claremont McKenna College, Claremont, CA Bachelor of Arts Economics and Government with Leadership Sequence | 2011 |



Elisa Arcidiacono, Senior Associate: Elisa brings 11 years of legislative, funding, and public policy experience and has extensive experience in legislative analysis, communications, and relationship building. Her six years of working in the California State Assembly resulted in strong working relationships with key decision-makers in the State Legislature and with relevant state agency officials. Elisa has expertise in several policy areas including local governance, public safety, technology, emergency management, and housing and homelessness.

Townsend Public Affairs, Inc. Senior Associate

2024-Present

As a Senior Associate, Elisa is skilled at managing clients' legislative agendas while leveraging robust policy knowledge and relationships at both the state and federal levels to ensure legislative and funding success. Some of Elisa's experiences include:

Elisa's experience working in the California Legislature has led to an extensive network of relationships both in the State Legislature and within state agencies. These relationships have led to many successes in navigating program complexities, rules, and regulations at agencies such as the California Departments of Transportation, Housing and Community Development, Environmental Protection Agency, and Education. Her understanding of the regional and political dynamics of the California legislative delegation and their interactions with other members in the Legislature are key to successfully advocating for local communities and projects.

California State Assembly, Office of Assembly Member Tom Lackey (AD-34) Chief of Staff

2023-2024

As the Member's Chief of Staff, Elisa led a team of ten staff members in the Capitol Office and two District Offices, as well as managed the Member's communications, team budget, staff expansion, and District fundraising. Alongside local government stakeholders, Elisa helped lead relief and recovery efforts following local disasters and fostered strong relationships with regional aerospace partners to facilitate industry growth.

Elisa staffed AB 2645 (2024, Lackey) to increase information sharing between tolling agencies and law enforcement partners to improve efforts to find missing persons. This will improve public safety statewide and make law enforcement more efficient and responsive by leveraging existing available technology in specific cases involving special alerts.

League of California Cities Legislative Affairs, Lobbyist

2021-2023

Elisa led advocacy efforts and communications with member cities, the California State Legislature, the Governor's Administration, and the Board of Directors on several critical issues, especially public safety, cannabis legislation, and public safety. Elisa organized and facilitated numerous statewide roundtable discussions with cities throughout the state to discuss solutions to issues facing local police and fire agencies.

Elisa worked with the Oxnard Fire Department, the Fire Chiefs Association and the California Professional Firefighters to sponsor AB 662 (2022, Rodriguez) to establish peer-to-peer suicide prevention programming for firefighters and emergency medical personnel.

Elisa worked with the California Department of Forestry and Fire Protection to educate California cities on local impacts following updated Fire Hazard Severity Zone mapping. This included efforts to increase local input and improve communication across agencies.

Los Angeles County Board of Supervisors

Justice Deputy to Supervisor Kathryn Barger

2018-2021

Elisa was the lead public safety policy advisor to the Supervisor, managing more than a dozen departments, and acted as the main point of contact for all emergency notifications in the Supervisor's District. Elisa also maintained regular communication with all law enforcement and first responder agencies regarding community impacts, resources, and needs within the District.

Elisa worked amongst Supervisorial offices to reform the County Probation Department and reimagine the use of carceral facilities in the City of Lancaster. Elisa facilitated multiple focus groups with impacted community members and partnered with County agencies to increase public safety partnerships and oversight.

Elisa led efforts to backfill resources and ensure continuity of efforts for the LA County Sheriff's Department's Mental Evaluation Team and Homeless Outreach Services Team during years with significant budgetary restraints. These vital services improve interactions and connection to services with people experiencing homelessness or living with mental health conditions.

California State Assembly, Office of Assembly Member Tom Lackey (AD-36)

Legislative Director, Legislative Assistant

2014-2018

Elisa staffed the Member on the Public Safety and Local Government Committees and made recommendations for all Floor votes. Elisa also trained and managed staff, led legislative research, and developed policies on behalf of the Member and local stakeholders. Additionally, she secured the allocation of \$10 million to provide housing for youth experiencing homelessness and led quarterly community stakeholder roundtables to maintain open dialogues with priority groups in the District.

California State University, Channel Islands

Bachelor of Arts. Political Science

2013



Joseph Melo, Senior Associate: Joseph brings 10 years of federal legislative, funding, and public policy experience. Joseph has extensive experience managing legislative and funding activity, including bill analysis, research, and drafting, particularly for federal funding opportunities. Joseph has expertise in several policy areas including energy and commerce, technology, education, housing, foreign affairs, and local government governance.

Townsend Public Affairs, Inc. *Senior Associate*

2023-Present

As a Senior Associate, Joseph is skilled in leveraging his extensive policy knowledge and relationships at both the state and federal levels to advocate for TPA clients and ensure legislative and funding success. Some of Joseph's experiences include:

- Through the FY 2024 federal appropriations process, Joseph secured over \$3.9 million
 in community project funding working closely with both the Senate and House of
 Representatives. Joseph's knowledge of the process led to the only federal earmark
 secured for a community college in the NASA appropriations bill.
- Joseph helped identify a previously unfunded water recycling and reuse project worth up
 to \$20 million authorized by Congress in 1996. Joseph is now working alongside the
 Bureau of Reclamation and the City of Tracy to implement the authorizing language and
 secure the funding.
- Joseph is currently advocating for the transfer of an Army Reserve Center site to the City of San Pablo. The armory is inactive, and the city sought to acquire the land to use as a new public works corporation yard. Joseph engaged the staff of Representative John Garamendi, the House Armed Services Committee, and the Department of Defense to pursue a public interest land conveyance legislated through the National Defense Authorization Act.
- Joseph successfully elevated the profile of California-based Community Choice Aggregation (CCA) public agencies in Washington, DC by leading the efforts to inform congressional and agency staff of the work performed by CCAs and ensure they are eligible for relevant funding opportunities. Through a joint CCA advocacy trip and correspondence delivered to five federal agencies, Joseph organized a coalition to advocate for the roles of CCAs in federal clean energy programs.
- Joseph's experience working for two California Congressional Representatives has led to an extensive network of relationships both on Capitol Hill and within federal agencies. These relationships have led to many successes in navigating program complexities, rules, and regulations at agencies such as the Departments of Education, Energy, Commerce, the Treasury, and EPA. His understanding of the regional and political dynamics of the California Congressional delegation and their interactions with other members of the Senate and House are key to successfully advocating for California-based clients.

Joseph has extensive knowledge and understanding of the current federal appropriations
process and has experience in successfully securing millions of dollars worth of earmarks
for California projects. While serving as Policy Advisor to Congressman McNerney,
Joseph assisted in securing \$27 million in community project funding for 15 community
projects in Contra Costa and San Joaquin counties, greatly benefiting local California
communities.

U.S. House of Representatives, Office of Congressman Jerry McNerney (CA-09)

Policy Advisor, Legislative Assistant, Legislative Correspondent, Intern

2019-2023

As Policy Advisor, Joseph led the Congressman's legislative portfolio on issues under the jurisdiction of the Energy & Commerce Committee (Subcommittees on Energy, Communications & Technology, and Consumer Protection & Commerce) and the Science, Space & Technology Committee (Subcommittee on Energy). He assisted in staffing, advising, and preparing the Congressman's questions and talking points for committee hearings and markups. Joseph co-led the Congressman's appropriations process and initially helped to secure more than \$27 million for fifteen community projects located in California's Contra Costa County and San Joaquin County as well as managed the Congressman's caucus work as co-chair of the Artificial Intelligence Caucus and Wi-Fi Caucus. Before serving as the Congressman's Policy Advisor, Joseph served as Legislative Assistant, Legislative Correspondent/Staff Assistant, and Intern, demonstrating expertise in a wide range of policy areas, including energy and commerce, technology, education, housing, foreign affairs, and local governance.

Save the Children Action Network

Public Policy and Advocacy Intern

2018

Joseph supported bipartisan federal, state, and local government relations efforts through research on elected officials, congressional candidates, and legislation. He also wrote a memorandum on education programs and policies, and he drafted policy documents advocating for specific legislation and institutions relating to early childhood education.

Oracle Corporation

Enterprise Account Manager

2015-2017

While at Oracle, Joseph progressed from Business Development Consultant to Account Manager in under two years. As Enterprise Account Manager, Joseph supported Fortune 100 companies and associated subsidiaries in initiating, developing, and closing sales cycles with Oracle's cloud portfolio as well as led meetings and managed relationships with executive leadership.

U.S. House of Representatives, Office of Congresswoman Nancy Pelosi (CA-12)

District Intern

2014

Joseph assisted in casework and advocated for constituents by calling, emailing, and helping draft letters to federal agencies. Additionally, he worked alongside congressional aides to research and complete policy-focused projects.

University of California, Berkeley

Bachelor of Arts, Political Science

2015

The Wilson Center

Foreign Policy Fellowship Program Certificate

2022





Sammi Maciel, Senior Associate: Sammi brings eight years of federal legislative, funding, and public policy experience. Sammi has experience managing legislative activity, including bill analysis, research, and drafting, particularly for federal funding opportunities. Sammi has expertise in several policy sectors including local governance, transportation, broadband, energy, and cultural resources.

Townsend Public Affairs, Inc. Senior Associate

2021-Present

Since joining TPA, Sammi has kept clients informed of significant actions and pertinent developments in the federal government and strategizes ways in which to influence and enact changes in Washington, DC that have concrete results for clients. Some of Sammi's experiences include:

- Sammi led TPA's Community Project Funding efforts for the past three years, during which the firm secured more than \$177 million in federal funding for 116 projects.
- Sammi has strong relationships with key officials within the Department of Transportation, Energy, and Environmental Protection Agency, which have been critical in helping to advocate and navigate the hundreds of new funding opportunities implemented through the Bipartisan Infrastructure Law and Inflation Reduction Act. Sammi has leveraged these relationships to guide clients in the submittal process for the millions of dollars available to improve our client's infrastructure priorities.
- Sammi has leveraged her relationships with regional and national EDA officials to assist in drafting applications for the newly Authorized Recompetes program, made available through the 2022 CHIPS and Science Act.
- In FY 2023, Sammi worked with the City of Half Moon Bay to secure a \$2 million earmark
 for the City's Highway 1—Frenchman Creek Intersection and Bike/Pedestrian Improvement
 project. Sammi assisted in developing and submitting the project for consideration and
 leveraged her extensive federal relationships to ensure success.
- Sammi's four years of experience working for two California Senators has led to an
 extensive network of relationships both on Capitol Hill and within federal agencies. Her
 understanding of the regional and political dynamics of the California Congressional
 delegation and their interactions with other members of the Senate and House are
 important to successfully advocating for California-based clients.
- Sammi has first-hand knowledge of the current federal appropriations process, including
 community project funding requests. This process differs from the pre-2011 earmark
 process and an understanding of the need to balance transparency and politics to submit
 a competitive request is key. Sammi has utilized her experience to successfully aid clients
 in securing millions of dollars' worth of earmarks in the FY22 and FY23 process.
- Sammi has identified new and previously underutilized federal grants for the benefit of TPA clients. She has leveraged her relationships with key grant officials at various federal

agencies to ascertain their specific priorities and buzzwords required for successful grant applications. Sammi then leverages that information to help TPA clients develop and submit more competitive federal grant applications and provides more effective tailored advocacy to secure funding awards.

U.S. Senate, Office of Senator Kamala Harris (CA)

Field Representative

2019-2021

Sammi represented a 30-county region on behalf of Senator Harris, attending events, hosting meetings, and facilitating outreach to constituents. She tracked key issues, facilitated rapid response, and built an extensive network of relationships with local elected officials and advocacy groups within her 30-county region. Additionally, Sammi drafted letters of support on behalf of her region addressed to numerous federal agencies, requesting funding for key projects.

U.S. Senate, Office of Senator Dianne Feinstein (CA)

Legislative Intern

Summer of 2017

As a legislative intern with Senator Dianne Feinstein's office, Sammi researched and drafted memos for state field representatives regarding state legislature bills in the policy areas of transportation and water infrastructure, cannabis, and sanctuary cities.

Dominican University of California

Bachelor of Arts, Political Science

2017

INVOLVEMENT OF CITY STAFF

TPA state and federal advocates diligently work to build and leverage relevant relationships, coordinate with stakeholders, monitor and analyze legislation, implement quality control measures, and maintain consistent communications to identify and pursue all legislative opportunities relevant to the City's interests. TPA will rely on City staff for specific timely engagement on legislative issues throughout the state and federal legislature processes, as well as to provide applicable technical project information for legislative-directed spending opportunities. However, TPA will work to reduce the burden on City staff while implementing its state and federal legislative agendas. This approach enables the TPA team to be an *extension* of City staff, ensuring that both TPA and the City continue to work together seamlessly to secure legislative successes in the current political and funding environments in Sacramento and Washington, DC.

TPA's team of 19 state and federal legislative advocates has the capacity to work collaboratively and diligently to pursue multiple opportunities on behalf of the City at any given time. As a firm comprised of both legislative advocates and grant writers, our uniquely comprehensive approach to advocacy ensures that no opportunity is missed, and the City is aware of any and all legislative and funding activity occurring at the state and federal levels. Through consistent communication and proactive engagement, TPA's team of advocates will be able to quickly respond to legislation, coordinate with City staff, and implement the appropriate advocacy strategies within the timeframes of the City, state, and federal governments.

REFERENCES

1. CITY OF COMPTON

Contact Name: Emma Sharif

Contact Title: Mayor

Address: 205 South Willowbrook Ave, Compton, CA 90220

Phone Number: 310-722-3203

Email Address: esharif@comptoncity.org **Start & End Date:** July 2022 – Present

Project Description: TPA provides state and federal legislative advocacy and

grant writing services to the City.

2. CITY OF SAN PABLO

Contact Name: Matt Rodriguez
Contact Title: City Manager

Address: 1000 Gateway Avenue, San Pablo, CA 94806

Phone Number: 510-215-3016

Email Address: mattr@sanpabloca.gov Start & End Date: November 2010 – Present

Project Description: TPA provides state and federal legislative advocacy and

grant writing services to the City.

3. CITY OF HESPERIA

Contact Name: Rachel Molina Contact Title: City Manager

Address: 15776 Main Street, Hesperia, CA 92345

Phone Number: 760-947-1018

Email Address: rmolina@cityofhesperia.us
Start & End Date: October 2013 – Present

Project Description: TPA provides state and federal legislative advocacy and

grant writing services to the City.

4. CITY OF EL MONTE

Contact Name: Alma Martinez
Contact Title: City Manager

Address: 11333 Valley Boulevard, El Monte, CA 91731

Phone Number: 626-580-2089

Email Address: amartinez@elmonteca.gov Start & End Date: January 2015 – Present

Project Description: TPA provides state and federal legislative advocacy and

grant writing services to the City.

5. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Contact Name: Ricky Choi

Contact Title: Director of Government and Community Relations

Address: 1333 Mayflower Avenue, Suite 360, Monrovia, CA 91016

Phone Number: 626-319-5050 Email Address: rchoi@sgvcog.org Start & End Date: October 2023 – Present

Project Description: TPA provides state and federal legislative advocacy services

to SGVCOG.

CURRENT CLIENTS

TPA currently provides state and/or federal legislative advocacy and/or grant writing services to the following public agencies:

- City of Agoura Hills
- City of Alhambra
- City of Anaheim
- City of Atascadero
- City of Atwater
- City of Avalon
- City of Berkeley
- City of Brawley
- City of Brea
- City of Buena Park
- City of Campbell
- City of Chino Hills
- City of Citrus Heights
- City of Compton
- City of Concord
- City of Costa Mesa
- City of Del Mar
- City of Dinuba
- City of Dublin
- City of El Monte
- City of Emeryville
- City of Farmersville
- City of Fontana
- City of Fort Bragg
- City of Fountain Valley
- City of Fremont
- City of Fullerton
- City of Gardena

- City of Guadalupe
- City of Half Moon Bay
- City of Hanford
- City of Hayward
- City of Hesperia
- City of Huron
- City of Irvine
- City of Kingsburg
- City of La Habra
- City of La Palma
- City of La Verne
- City of Lafayette
- City of Laguna Beach
- City of Los Alamitos
- City of Los Banos
- City of Madera
- City of Malibu
- City of Manteca
- City of Mendota
- City of Menifee
- City of Millbrae
- City of Mission Viejo
- City of Modesto
- City of Monterey Park
- City of Moreno Valley

- City of Morro Bay
- City of Murrieta
- City of Newport Beach
- City of Oakland
- City of Oakley
- City of Oceanside
- City of Ontario
- City of Orange
- City of Orange Cove
- City of Pacifica
- City of Orinda
- City of Palm Desert
- City of Palm Springs
- City of Palmdale
- City of Palo Alto
- City of Parlier
- City of Paso Robles
- City of Pico Rivera
- City of Pinole
- City of Pismo Beach
- City of Placentia
- City of Placerville
- City of Pleasanton
- City of Reedley
- City of Rialto
- City of San Leandro
- City of San Pablo
- City of Santa Ana

REFERENCES

- City of Santa Barbara
- City of Santa Clara
- City of Shafter
- City of Sierra Madre
- City of Soledad
- City of South El Monte
- City of South San Francisco
- City of Stanton
- City of Temecula

- City of Tracy
- City of Tulare
- City of Turlock
- City of Tustin
- City of Union City
- City of Walnut Creek
- City of West Sacramento
- City of Westminster
- City of Wheatland
- County of Kern
- County of Imperial

- County of Mariposa
- County of Orange
- County of Shasta
- County of Stanislaus
- Merced County Association of Governments
- San Gabriel Valley Council of Governments
- Tri-Valley Cities Coalition

DISCLOSURE OF CONFLICTS OF INTEREST

TPA does not have any potential or current conflicts of interest to disclose in relation to this RFP or work with the City.

ADDITIONAL INFORMATION

FIRM'S STRENGTHS AND RELATIONSHIPS

TPA is uniquely positioned to deliver comprehensive state and federal advocacy services to the City of Lawndale. Our integrated approach as both state and federal lobbyists enables us to advocate on issues of importance in Sacramento and Washington, DC, ensuring that legislative opportunities, competitive funding, and policy trends are tracked and leveraged from development to implementation. By working with TPA, the City will gain a partner with deep-rooted relationships in Sacramento and Washington, D.C., and a team that consistently delivers strategic guidance, timely action, and tailored solutions aligned with the City's goals.

Unlike other firms, TPA seamlessly integrates both state and federal services under one roof, providing our clients with a strategic advantage. This unique structure allows us to track the progression of federal policies and funding opportunities from their inception, ensuring that when these funds and programs reach California, Lawndale will be well-positioned to respond and benefit. This comprehensive approach means we can follow the entire lifecycle of legislative initiatives and funding streams, maximizing advocacy and grant outcomes and solidifying the City's voice and visibility on key policy issues at every governmental level.

As a proud partner of the League of California Cities and other key statewide associations, TPA is committed to leveraging our longstanding relationships with these organizations to amplify the City's interests. TPA maintains active involvement in Cal Cities, staying apprised of their policy goals and participating in events that provide valuable opportunities for networking, advocacy, and collaboration. By leveraging these partnerships, we can provide the City with critical insights into legislative developments, emerging issues, and funding opportunities, while ensuring that the City maintains a strong and unique voice in Sacramento and Washington, DC. TPA also has strong relationships with the following legislators, representatives, agencies, and departments that will ensure the City's priorities are being heard by top decision-makers.

City's State Legislative Delegation:

- Senator Steven Bradford
- Assembly Member Tina McKinnor

Governor's Administration and Agency Leadership:

- Governor Gavin Newsom
 - Chief of Staff Dana Williamson
- Lieutenant Governor Eleni Kounalakis
- State Treasurer Fiona Ma
- State Controller Malia Cohen
- Attorney General Rob Bonta
- Superintendent of Public Instruction Tony Thurmond
- Secretary Wade Crowfoot, Natural Resources Agency
- Secretary Toks Omishakin, California State Transportation Agency

- Secretary Amelia Yana Garcia Gonzalez, California Environmental Protection Agency
- Secretary Tomiquia Moss, Business, Consumer Services, and Housing Agency
- Director Armando Quintero, Department of Parks and Recreation
- Director Karla Nemeth, Department of Water Resources
- Director Joe Stephenshaw, Department of Finance
- Director Gustavo Velasquez, Department of Housing and Community Development

State Legislative Leadership:

- Senate President Pro Tempore Mike McGuire
- Senate Majority Leader Lena Gonzalez
- Senate Republican Leader Brian Jones
- Assembly Speaker Robert Rivas
- Assembly Speaker Pro Tempore Jim Wood
- Assembly Majority Leader Cecilia Aguiar-Curry
- Assembly Republican Leader James Gallagher

Key Legislative Committee Leadership

- Senate Appropriations Chair Anna Caballero
- Senate Budget Chair Scott Wiener
- Senate Human Services Committee Chair Marie Alvarado-Gill
- Senate Transportation Committee Chair Dave Cortese
- Senate Natural Resources and Water Committee Chair Dave Min
- Senate Public Safety Committee Chair Aisha Wahab
- Assembly Transportation Committee Chair Lori Wilson
- Assembly Appropriations Chair Buffy Wicks
- Assembly Budget Chair Jesse Gabriel
- Assembly Local Government Committee Chair Juan Carrillo
- Assembly Housing and Community Development Committee Chair Chris Ward
- Assembly Water, Parks, and Wildlife Committee Chair Diane Papan

City's Federal Legislative Delegation:

- Senator Alex Padilla
- Senator Laphonza Butler
- Representative Maxine Waters

President's Administration and Federal Agencies:

- White House Office of Intergovernmental Affairs
 - Stephanie Sykes, Special Assistant to the President
- Department of Agriculture
 - Homer Wilkes, Under Secretary of Natural Resources and Environment
 - Carlos Suarez, California State Conservationist
- Department of Commerce
 - Michell Morton, Broadband Program Specialist

- Department of Education
 - Adam Honeysett, Managing Director, State and Local Engagement
- Department of Homeland Security
- Department of Energy
 - Rose Dady, Director of Community Engagement
- Department of Housing and Urban Development
 - Patrick Byrne, Deputy Assistant Secretary, Intergovernmental Relations
 - Chi Chukwuka, Senior Advisor
- Department of the Interior
- Department of Justice
 - Shannon Long, COPS Office
- Department of Labor
- Department of Transportation
 - Evan Wessel, Deputy Assistant Secretary for Intergovernmental Affairs
- Army Corps of Engineers
 - Mark Cohen, Operations Division Chief, Los Angeles District
 - Lisa Sandoval, Civil Works Branch Chief, Real Estate Division
 - Darrell Buxton, Chief Civil Works Branch, Los Angeles District
- Bureau of Reclamation
 - Jack Simes, Area Manager, Southern California Area Office
- Federal Aviation Administration
 - Faviola Garcia, Deputy Regional Administrator
 - Nathan Morrissey, FAASTeam Ops
- Economic Development Administration
- Environmental Protection Agency
 - Martha Guzman, EPA Region 9 Administrator
 - Jamie Piziali, Municipal Ombudsman
- Fish and Wildlife Service
- National Marine Fisheries Service
- National Park Service

Key Congressional Legislative Committees:

- Senate Appropriations Committee
- Senate Commerce, Science, and Transportation Committee
- Senate Environment and Public Works Committee
- House Appropriations Committee
- House Transportation and Infrastructure Committee



CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Gregory M. Murphy, City Attorney

Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: Purchasing Policy Reorganization and Amendment to Authorize City Manager

Purchases in Specified Situations

BACKGROUND

Over the past year, the City Manager brought two items to the City Council for review and ratification. The first involved repairs to a security gate at a City Hall parking lot. The second involved repairs to City vehicles. Both situations involved contracts that were properly let according to the Municipal Code but which, once work was in process, wound up exceeding the contracting threshold. Technically speaking, each situation should have seen work come to a stop and then a higher level of contract procurement take place before work was completed. But in the context of the first situation it would have meant the security gate sat inoperable and blocking the driveway during procurement. And in the second situation it would have meant the vehicles sitting in one repair shop while bids from other repair shops were sought. In neither circumstance were the additional factors requiring a higher price known or knowable before work began and the equipment being serviced was taken apart.

In both circumstances, the City Manager relied on his inherent authority under Sections 3.08.040 and 3.08.050 of the Municipal Code to have work completed. He then brought the completed work to the attention of the City Council as an agenda item at a Council meeting for the sake of transparency and good government.

The initial changes to the City's purchasing policy would clarify the situations, like the two recent ones, in which the City Manager has express authority from the Council to move forward with ongoing contracts instead of stopping and going to a higher level of procurement processes. These were called "exigent" circumstances and are found in new Section 5.b of the policy. The second changes, requested by the City Council when this matter was first brought forward, would define "emergency" circumstances; these are found in new Section 5.a. and include: a situation in which a State of Emergency has been formally declared by the Federal, State, County, or City government in accordance with the statutes or ordinances giving it the power to do so. It shall also mean a situation in which due to weather conditions, natural disaster, civil unrest, or other circumstances affecting the City there is an immediate need to obtain goods and/or services to prevent harm to City facilities or personnel (or the public) and the immediate need makes infeasible or impossible full compliance with the Purchasing Ordinance.

The remaining changes to the policy were requested by City staff as a way to streamline and shorten the policy while retaining the substance of it. Items had been added over the years that could be combined for ease of use. This was done as part of the revision process.

STAFF REVIEW

The City Council is asked to review the redline and final versions of the revised purchasing policy and then adopt the changes. The changes will simplify portions of the policy while also granting the City Manager clear authority to act in situations of emergency and situations in which contractor estimates are exceeded by the actual cost of work being performed.

LEGAL REVIEW

The City Attorney's office has prepared the proposed changes and approved them as consistent with the purchasing ordinance in the Municipal Code.

FISCAL IMPACT

There is no fiscal impact as a result of this item.

RECOMMENDATION

Staff recommends that the City Council review the proposed changes and adopt Resolution No. CC-2409-095 making the changes to the purchasing policy.

Attachments

A. 53-00 Purchasing Policy Lawndale 2021 redline 4879-8749-2322 v (1).pdf
B. CC-2409-095 Updating Purchasing Policy No. 53-00.pdf

ATTACHMENT A

COUNCIL POLICY

| SUBJECT: | POLICY NO.: 53-00 | DATE ADOPTED: |
|-------------------|----------------------------|---------------|
| Purchasing Policy | | 10/2/00 |
| , | AUTHORITY: | 6/25/18 |
| | Resolution No. CC-0009-96 | 11/5/18 |
| | Resolution No. CC-1806-027 | 10/18/21 |
| | Resolution No. CC-1811-046 | 10/10/21 |
| | Resolution No. CC-2110-044 | |

PURPOSE:

Lawndale Municipal Code (LMC) Section 3.08 establishes a complete legal framework for the purchasing system, elements of which are delineated in this Council Policy.

The purchasing system establishes procedures for the purchase of supplies, services and equipment; it secures acquisitions at the lowest possible price commensurate with quality required; it creates financial controls; it clearly defines authority for the purchasing function; and it seeks to ensure the quality of purchases.

POLICIES:

- I. The City's purchasing operation shall obtain goods, services, and contracts at the best quality and lowest price through an open, fair and competitive process.
- II. Excluded from this Policy is the purchase of supplies, services and equipment that are included within the specification of a "Public Works" construction project. Such acquisitions are subject to the regulations contained in the California Public Contract Code.
- III. The City Manager is the City's purchasing officer and has ultimate administrative oversight of all purchases. The City Manager may delegate day to day administrative authority to the Finance Director to carry out all purchasing functions as Finance is the appropriate department for this measure.
- IV. Exceptions to bidding for supplies and equipment may be permitted by the purchasing officer in the following situations: emergency, sole source, cooperative purchasing, or for fuel purchase, per LMC Section 3.08.110. Each exception must be documented in a writing signed by the purchasing officer.
- V. Every procurement, whether by contract or otherwise must also include a payment voucher and purchase requisition initiated by the applicable department head.
- VI. Whenever a funding source (i.e., special revenue funds, grants) imposes stricter purchasing requirements than the City's purchasing regulations, the stricter requirements must be followed.
- VII. The City utilizes local preference for purchases. Purchases from Lawndale vendors are strongly encouraged where competitive prices and quality exist. With all specifications

and conditions equal except price, a preference will be given to in-Ceity vendors equal to 1% of the quoted price when General Fund monies are used. The rationale for the preference is that 1% of the sales tax on most acquisitions returns to the City's General Fund as revenue.

PROCEDURES:

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- 1. City Council Award (City Council Award: \$greater than \$15,000) LMC Section 3.08.120 and 3.08.130
 - Formal bidding procedures and a written contract are required. for purchase of goods and services in amounts greater than \$15,000.
 - b. See LMC Section 3.08.120 and 3.08.130.
 - <u>be.</u> The lowest bidder able to provide the required goods and/or services will be recommended to the City Council for contract award. In the case of service contracts, factors other than price may be used in determining contract award.
 - <u>cd</u>. Following award, a purchase order must be delivered to the finance department.
- City Manager May Award after Bidding: (Between >\$5,000 and \$15,000) LMC Section 3.08.120 and 3.08.130
 - a. Three formal bids are required for purchase of goods and three proposals for services. in amounts between >\$5,000 and up to \$15,000.
 - b. See LMC Section 3.08.120 and 3.08.130.
 - c. The lowest bidder able to provide the required goods will be recommended to the City Council for contract award. In the case of service contracts, factors other than price may be used in determining contract award.
 - Requires a written contract which may be approved by the City Manager if funds have been appropriated for this use.
 - e. Following approval, a purchase order must be delivered to the finance department.
 - f. During a state of emergency or unforeseen catastrophe the City Manager Award limit may be up to \$50,000.
- Department Head May Award after Bidding: Between >\$1,000 and \$5,000 LMC Sections 3.08.120 and 3.08.130
 - Three <u>formal</u> bids are required for the purchase of goods and services. <u>in amounts of >\$1,000 and up to \$5,000</u>.
 - b. See LMC Sections 3.08.120 and 3.08.130 regarding formal bids.
 - c. Award is to the lowest bidder able to provide the required goods. In the case of service contracts, factors other than price may be used in determining contract award.
 - d. Requires a written agreement for services, purchase order for goods, which may be approved by the Department Head when authorized in writing by the City Manager and if funds have been appropriated for this use.
 - Following approval, a purchases order must be delivered to the finance department.
- 4. <u>Department Award No Formal Bidding Required: \$1,000 or Less LMC Section</u> 3.08.100

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Council Policy No. 53-00

- a. Three formal bids are not required for purchase of goods and services in amounts up to \$1,000. However, obtaining informal bids (e.g. from internet) is still an advisable practice.
- b. The applicable Department Head can approve any payment voucher for \$1,000 or less when funds have been appropriated for this use.
- c. No purchase order is required. However, a Payment Voucher with the matching invoice must be submitted and signed by the department director.
- Emergency and Other Exegent Purchasing by the City Manager LMC Section 3.08.050 and 3.08.110
- a. In case of emergency, the City Manager may dispense with bidding and procure goods or services necessary to alleviate the emergency situation. Such dispensation shall be made in writing. Any purchase made pursuant to such a dispensation shall be reported to the City Council and public at the next feasible meeting of the City Council, but in no event more than 30 days from the date of purchase.
- b. The City Manager may authorize in writing the continuation of work on an award-made pursuant to Section 3 or 4 above even though the continued work would take the total contract price into the next-higher tier (i.e., from Section 4 into Section 3, or from Section 3 into Section 2). The City Manager may so authorize if City staff received an estimate for the work, the work was awarded based on the estimate, while the work was being performed additional issues arose that were not readily apparent at the time the estimate was procured, and the City Manager determines that good cause exists to continue the work at the higher price. Any purchase made pursuant to such a dispensation shall be reported to the City Council and public at the next feasible meeting of the City Council, but in no event more than 30 days from the date of purchase.

REGULATIONS FOR PROCUREMENTS OF PROPERTY OR SERVICES UTILIZING FEDERAL FUNDING:

A. This section will appliesy to the awarding of sub-grants and contracts by the City for projects using federal grant funding. This includes the award of sub-grants and contracts by the City stemming from state, county, or other non-federal government entity grants originating as federal grants.

<u>A.B.</u>

B.—Procurement Standards.

- 1. The City has these standards to ensure contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.
- 2.—1. The City's has a-written conflict of interest code which prohibitsgoverns the actions of its employees from engaginged in the selection, award and administration of contracts.—No employee, officer or agent of the City will participate in selection, or in the award or administration of a contract supported by federal funds if any of the following a real or apparent conflicts exist: of interest, real or apparent, would be involved. Such a conflict would arise when:
 - a. The employee, officer or agent;

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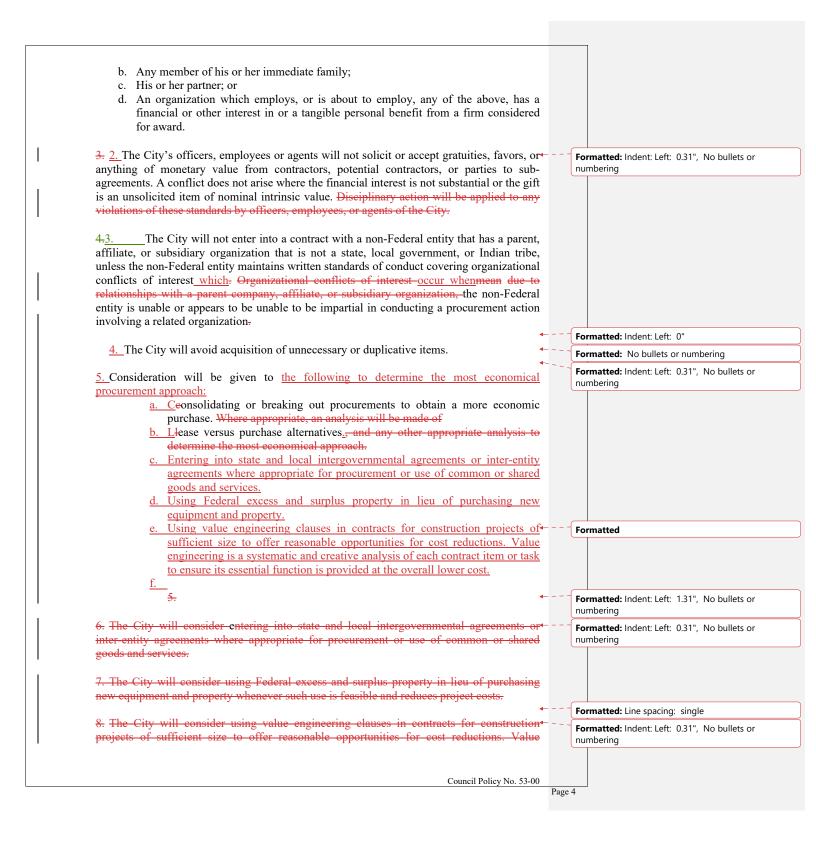
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engineering is a systematic and creative analysis of each contract item or task to ensure its essential function is provided at the overall lower cost.

9-6. The City will maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.

- 10. The City will use time and material type contracts only:
 - a. After a determination is made that no other contract is suitable; and
 - b. If the contract includes a ceiling price such that the contractor exceeds at their own risk.
- 11. The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements <u>including</u>. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the City of any contractual responsibilities under its contracts.

C. Competition.

- 1. The City will conduct procurement transactions in a manner providing full and open competition. To ensure objective contractor performance and eliminate unfair competitive advantage, Ceontractors developing or drafting specifications, requirements, statements of work, or invitations for bids or requests for proposals are excluded from competing for such procurements.
- 2. The City will not use statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, unless applicable Federal statutes expressly require or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. All procurement solicitations must:

- a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured, and when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors will be clearly stated; and
- b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

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- 4. The City will ensure prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City will not preclude potential bidders from qualifying during the solicitation period.
- D. <u>Methods of Procurement to be followed</u>. The City will use one of the following methods of procurement:
- 1. Procurement by Micro-Purchases Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). Procurement by micro-purchase is the
 - a. An acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and
 - 4-b. Threshold amount adjusted periodically for inflation. As of the date of this policy, the micro-purchase threshold is \$3,500,10,000
- 2. Procurement by Small Purchase Procedures Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions); 41 U.S.C. 1908
 - a. Small purchase procedures are relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold, as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 and

-adjusted for inflation. If small purchase procedures are used,

- <u>P</u>price or rate quotations must be obtained from an adequate number of qualified sources.
- 2-c. As of the date of this policy, the simplified acquisition threshold is \$2±50,000, periodically adjusted for inflation. For purchases exceeding fifty thousand (\$50,000), City Council approval is required.
- 3. <u>Procurement by Sealed Bids (Formal Advertising)</u>. Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 - a. For sealed bidding to be feasible, the following conditions should be present:
 - A complete, adequate, and realistic specification or purchase description is available;
 - Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (3) The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally based on price.
 - b. If sealed bids are used, the following Requirements for sealed bidsapply:
 - (1) The invitation for bids will be publicly advertised and bids will be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - (2) The invitation for bids, which will include any specifications and pertinent attachments, will define the items or services for the bidder to properly respond;

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Commented [KS2]: This is the current threshold is \$10,000 - it increased from 3,500

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Council Policy No. 53-00

- (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (4) A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs will be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (5) If there is a sound documented reason, any or all bids may be rejected.
- 4. Procurement by Competitive Proposals. The technique of competitive proposals is Neormally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following
- 4. <u>Rrequirements for Competitive Proposalsapply</u>:
 - Requests for proposals will be publicized and identify all evaluation factors including relative importance. Any response to publicized requests for proposals must be honored to the maximum extent practical;
 - b. Proposals will be solicited from an adequate number of qualified sources;
 - The City will conduct technical evaluations of the proposals received, and for selecting awardees;
 - d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- 5. <u>Procurement by Noncompetitive Pproposals</u> is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances applies:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in a written request from the City; or
 - d. After solicitation of multiple sources, competition is determined inadequate.
- 6. <u>Contracting with Small and Minority Businesses</u>, <u>Women's Business Enterprises</u>, <u>and Labor Surplus Area Firms</u>.
 - a. The City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps include:

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- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 6.b.(1) through (6) of this section.

7. Contracts Cost and Price.

- a. The City will perform a cost or price analysis in every procurement action exceeding the simplified acquisition threshold including contract modifications. The method and degree of analysis will be dependent on the facts surrounding each procurement situation. As a starting point, the City will make independent estimates before receiving bids or proposals.
- b. Costs or prices based on estimated costs for contracts under the Federal award will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E Cost Principles of Title 2, Subtitle A, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

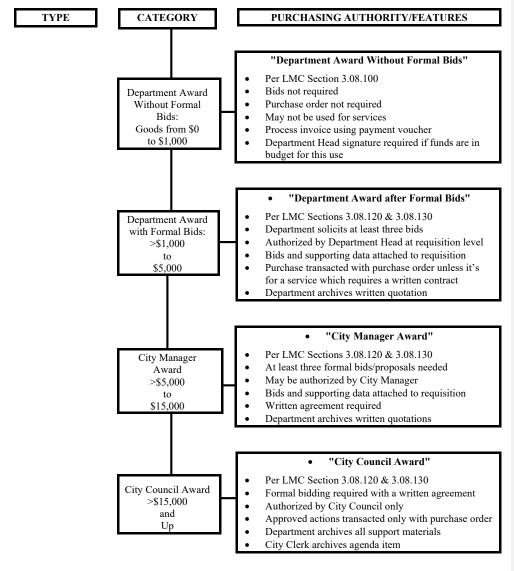
8. Federal Awarding Agency or Pass-Through Entity Review.

- a. The City will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for purchase.
- b. The City will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates when:
 - (1) The City's procurement procedures or operation fails to comply with the procurement standards of Title 2, Subtitle A, Part 200, Subsection 200.324;
 - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

- (5) A proposed modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- c. The City may be exempted from the pre-procurement review in subsection 8.b. above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards set forth in Title 2, Subtitle A, Part 200, or the City self-certifies compliance with such standards if self-certification is permitted by the Federal awarding agency or pass-through entity.
- 9. <u>Bonding Requirements</u>. The City will require bid guarantees, performance bonds, and payment bonds consistent with Title 2, Part 200, Section 200.325 of the Code of Federal Regulations.
- 10. <u>Contract Provisions</u>. The City's contracts will contain the provisions in Appendix II to Title 2, Subtitle A, Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

LAWNDALE PURCHASING POLICY OVERVIEW

These are general guidelines for acquisition of supplies, equipment, operating and maintenance services, and construction projects other than "Public Works Projects". The evaluation and selection procedures for certain goods and services may vary on a case-by-case basis.



4879-8749-2322 v1 Council Policy No. 53-00

ATTACHMENT B

RESOLUTION NO. CC-2409-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA ADOPTING AN UPDATED VERSION OF COUNCIL POLICY NO. 53-00 PERTAINING TO PURCHASING

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

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

WHEREAS, the City Council previously adopted a purchasing policy to establish guidelines, in addition to those set forth in the Lawndale Municipal Code, for the purchase of supplies, goods, and services; and

WHEREAS, the City Council has determined that there is a need to update policy to include emergency and exigent purchases, to increase purchasing transparency and align with similar organization's best practices.

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

SECTION 1. That the City Council approves an amended and restated version of Policy No. 53-00, entitled "Purchasing Policy", a copy of which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The City Clerk's Department is directed to replace said policy into the Council Policy Manual with this updated version.

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

PASSED, APPROVED AND ADOPTED this 21st day of January, 2025.

| Robert Pullen-Miles, Mayor | |
|----------------------------|--|

| AT | ΓEST: | | | | | |
|------------|-------------------------------------------------------------------------------------------------------------------------------------|----------|--------|---------------------|----------------------|----------|
| Cou | e of California) unty of Los Angeles) SS v of Lawndale) | | | | | |
| Cot 095 | rica Harbison, City Clerk of the City of ancil of the City of Lawndale duly approve at a regular meeting of said Council held vote: | ed and a | dopted | the forego | ing Resolution No. (| CC-2409- |
| | Name | Voting | | Present, Not Voting | | Absent |
| | Name | Aye | No | Abstain | Not Participating | Ausch |
| | Robert Pullen-Miles, Mayor | | | | | |
| | Pat Kearney, Mayor Pro Tem | | | | | |
| | Sirley Cuevas | | | | | |
| | Bernadette Suarez | | | | | |
| | Frank M. Talavera | | | | | |
| Eric | ra Harbison, City Clerk | | APPR | OVED AS | S TO FORM: | |
| | | | Grego | ory M. Mur | phy, City Attorney | - |

COUNCIL POLICY

| SUBJECT: | POLICY NO.: 53-00 | DATE ADOPTED: |
|-------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Purchasing Policy | AUTHORITY: Resolution No. CC-0009-96 | - 10/2/00 6/25/18 11/5/18 |
| | Resolution No. CC-1806-027 Resolution No. CC-1811-046 Resolution No. CC-2110-044 Resolution No. CC-2409-095 | 10/18/21 1/21/25 |

PURPOSE:

Lawndale Municipal Code (LMC) Section 3.08 establishes a complete legal framework for the purchasing system, elements of which are delineated in this Council Policy.

The purchasing system establishes procedures for the purchase of supplies, services and equipment; it secures acquisitions at the lowest possible price commensurate with quality required; it creates financial controls; it clearly defines authority for the purchasing function; and it seeks to ensure the quality of purchases.

POLICIES:

- I. The City's purchasing operation shall obtain goods, services, and contracts at the best quality and lowest price through an open, fair and competitive process.
- II. Excluded from this Policy is the purchase of supplies, services and equipment that are included within the specification of a "Public Works" construction project. Such acquisitions are subject to the regulations contained in the California Public Contract Code.
- III. The City Manager is the City's purchasing officer and has ultimate administrative oversight of all purchases. The City Manager may delegate day to day administrative authority to the Finance Director to carry out all purchasing functions as Finance is the appropriate department for this measure.
- IV. Exceptions to bidding for supplies and equipment may be permitted by the purchasing officer in the following situations: emergency, sole source, cooperative purchasing, or for fuel purchase, per LMC Section 3.08.110. Each exception must be documented in a writing signed by the purchasing officer.
- V. Every procurement, whether by contract or otherwise must also include a payment voucher and purchase requisition initiated by the applicable department head.
- VI. Whenever a funding source (i.e., special revenue funds, grants) imposes stricter purchasing requirements than the City's purchasing regulations, the stricter requirements must be followed.

VII. The City utilizes local preference for purchases. Purchases from Lawndale vendors are strongly encouraged where competitive prices and quality exist. With all specifications and conditions equal except price, a preference will be given to in-City vendors equal to 1% of the quoted price when General Fund monies are used. The rationale for the preference is that 1% of the sales tax on most acquisitions returns to the City's General Fund as revenue.

PROCEDURES:

- 1. <u>City Council Award (City Council Award: greater than \$15,000) LMC Section 3.08.120 and 3.08.130</u>
 - a. Formal bidding procedures and a written contract are required.
 - b. The lowest bidder able to provide the required goods and/or services will be recommended to the City Council for contract award. In the case of service contracts, factors other than price may be used in determining contract award.
 - c. Following award, a purchase order must be delivered to the finance department.
- 2. <u>City Manager May Award after Bidding: (Between >\$5,000 and \$15,000) LMC Section</u> 3.08.120 and 3.08.130
 - a. Three formal bids are required for purchase of goods and three proposals for services.
 - c. The lowest bidder able to provide the required goods will be recommended to the City Council for contract award. In the case of service contracts, factors other than price may be used in determining contract award.
 - d. Requires a written contract which may be approved by the City Manager if funds have been appropriated for this use.
 - e. Following approval, a purchase order must be delivered to the finance department.
 - f. During a state of emergency or unforeseen catastrophe the City Manager Award limit may be up to \$50,000.
- 3. <u>Department Head May Award after Bidding: Between >\$1,000 and \$5,000 LMC Sections 3.08.120 and 3.08.130</u>
 - a. Three formal bids are required for the purchase of goods and services.
 - c. Award is to the lowest bidder able to provide the required goods. In the case of service contracts, factors other than price may be used in determining contract award.
 - d. Requires a written agreement for services, purchase order for goods, which may be approved by the Department Head when authorized in writing by the City Manager and if funds have been appropriated for this use.
 - e. Following approval, a purchases order must be delivered to the finance department.
- 4. <u>Department Award No Formal Bidding Required: \$1,000 or Less LMC Section</u> 3.08.100

- a. Three formal bids are not required for purchase of goods and services. However, obtaining informal bids (e.g. from internet) is still an advisable practice.
- b. The applicable Department Head can approve any payment voucher for \$1,000 or less when funds have been appropriated for this use.
- c. No purchase order is required. However, a Payment Voucher with the matching invoice must be submitted and signed by the department director.
- 5. Emergency and Other Exigent Purchasing by the City Manager LMC Section 3.08.050 and 3.08.110
- a. In case of emergency, the City Manager may dispense with bidding and procure goods or services necessary to alleviate the emergency situation. Such dispensation shall be made in writing. Any purchase made pursuant to such a dispensation shall be reported to the City Council and public at the next feasible meeting of the City Council, but in no event more than 30 days from the date of purchase. For purposes of this section, "emergency" shall mean a situation in which a State of Emergency has been formally declared by the Federal, State, County, or City government in accordance with the statutes or ordinances giving it the power to do so. It shall also mean a situation in which due to weather conditions, natural disaster, civil unrest, or other circumstances affecting the City there is an immediate need to obtain goods and/or services to prevent harm to City facilities or personnel (or the public) and the immediate need makes infeasible or impossible full compliance with the Purchasing Ordinance.
- b. The City Manager may authorize in writing the continuation of work on an award made pursuant to Section 3 or 4 above even though the continued work would take the total contract price into the next-higher tier (i.e., from Section 4 into Section 3, or from Section 3 into Section 2). The City Manager may so authorize if City staff received an estimate for the work, the work was awarded based on the estimate, while the work was being performed additional issues arose that were not readily apparent at the time the estimate was procured, and the City Manager determines that good cause exists to continue the work at the higher price. Any purchase made pursuant to such a dispensation shall be reported to the City Council and public at the next feasible meeting of the City Council, but in no event more than 30 days from the date of purchase.

REGULATIONS FOR PROCUREMENTS OF PROPERTY OR SERVICES UTILIZING FEDERAL FUNDING:

- A. This section applies to the awarding of sub-grants and contracts by the City for projects using federal grant funding. This includes the award of sub-grants and contracts by the City stemming from state, county, or other non-federal government entity grants originating as federal grants.
- B. Procurement Standards
 - 1. The City's written conflict of interest code which prohibits its employees from engaging in the selection, award and administration of contracts supported by federal funds if any of the following real or apparent conflicts exist:
 - a. The employee, officer or agent;
 - b. Any member of his or her immediate family;
 - c. His or her partner; or

- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for award.
- 2. The City's officers, employees or agents will not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. A conflict does not arise where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
- 3. The City will not enter into a contract with a non-Federal entity that has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, unless the non-Federal entity maintains written standards of conduct covering organizational conflicts of interest which occur when the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization 4
- 4. The City will avoid acquisition of unnecessary or duplicative items.
- 5. Consideration will be given to the following to determine the most economical procurement approach:
 - a. Consolidating or breaking out procurements to obtain a more economic purchase.
 - b. Lease versus purchase alternatives.
 - c. Entering into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
 - d. Using Federal excess and surplus property in lieu of purchasing new equipment and property.
 - e. Using value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure its essential function is provided at the overall lower cost.
- 6. The City will maintain sufficient records to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection and the basis for the contract price.
- 10. The City will use time and material type contracts only:
 - a. After a determination is made that no other contract is suitable; and
 - b. If the contract includes a ceiling price, the contractor exceeds at their own risk.
- 11. The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements including source evaluation, protests, disputes, and claims.

C. Competition.

1. The City will conduct procurement transactions in a manner providing full and open competition. Contractors developing or drafting specifications, requirements, statements of

work, or invitations for bids or requests for proposals are excluded from competing for such procurements.

- 2. The City will not use statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, unless applicable Federal statutes expressly require or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- 3. All procurement solicitations must:
 - a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors will be clearly stated; and
 - b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- 4. The City will ensure prequalified lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.
- D. <u>Methods of Procurement to be followed</u>. The City will use one of the following methods of procurement:
- 1. <u>Procurement by Micro-Purchases</u> Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions)
 - a. Acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.
 - b. Threshold amount adjusted periodically for inflation. As of the date of this policy, the micro-purchase threshold is \$,10,000
- 2. <u>Procurement by Small Purchase Procedures</u> Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions); 41 U.S.C. 1908
 - a. Simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold.
 - b. Price or rate quotations must be obtained from an adequate number of qualified sources.
 - c. As of the date of this policy, the simplified acquisition threshold is \$250,000, periodically adjusted for inflation. For purchases exceeding fifty thousand (\$50,000), City Council approval is required.
- 3. <u>Procurement by Sealed Bids (Formal Advertising)</u>. Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

- a. For sealed bidding to be feasible, the following conditions should be present:
 - (1) A complete, adequate, and realistic specification or purchase description is available;
 - (2) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (3) The procurement lends itself to a firm-fixed-price contract and the selection of the successful bidder can be made principally based on price.
- b. Requirements for sealed bids:
 - (1) The invitation for bids will be publicly advertised and bids will be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - (2) The invitation for bids, which will include any specifications and pertinent attachments, will define the items or services for the bidder to properly respond;
 - (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - (4) A firm-fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs will be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (5) If there is a sound documented reason, any or all bids may be rejected.
- 4. <u>Procurement by Competitive Proposals</u>. Normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.

Requirements for Competitive Proposals:

- a. Requests for proposals will be publicized and identify all evaluation factors including relative importance. Any response to publicized requests for proposals must be honored to the maximum extent practical;
- b. Proposals will be solicited from an adequate number of qualified sources;
- c. The City will conduct technical evaluations of the proposals received.;
- d. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- 5. <u>Procurement by Noncompetitive Proposals</u> is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances applies:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in a written request from the City; or
- d. After solicitation of multiple sources, competition is determined inadequate.

6. <u>Contracting with Small and Minority Businesses</u>, Women's Business Enterprises, and <u>Labor Surplus Area Firms</u>.

- a. The City will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 6.b.(1) through (6) of this section.

7. Contracts Cost and Price.

- a. The City will perform a cost or price analysis in every procurement action exceeding the simplified acquisition threshold including contract modifications. The method and degree of analysis will be dependent on the facts surrounding each procurement situation. As a starting point, the City will make independent estimates before receiving bids or proposals.
- b. Costs or prices based on estimated costs for contracts under the Federal award will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E Cost Principles of Title 2, Subtitle A, Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- c. The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

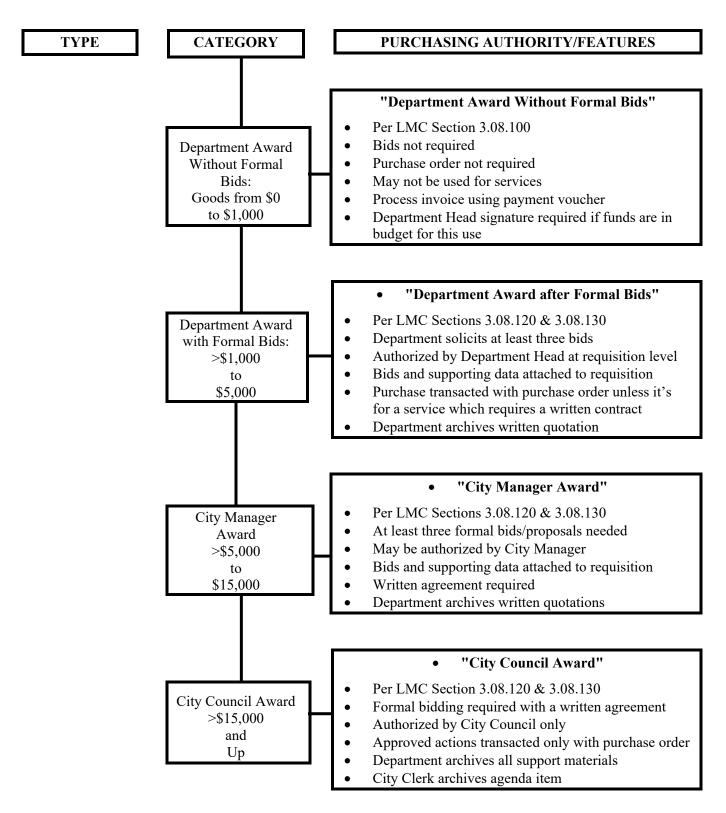
8. Federal Awarding Agency or Pass-Through Entity Review.

a. The City will make available, upon request of the Federal awarding agency or passthrough entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for purchase.

- b. The City will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposal or invitations for bids, or independent cost estimates when:
 - (1) The City's procurement procedures or operation fails to comply with the procurement standards of Title 2, Subtitle A, Part 200, Subsection 200.324;
 - (2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product;
 - (4) The proposed contract is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- c. The City may be exempted from the pre-procurement review in subsection 8.b. above if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards set forth in Title 2, Subtitle A, Part 200, or the City self-certifies compliance with such standards if self-certification is permitted by the Federal awarding agency or pass-through entity.
- 9. <u>Bonding Requirements</u>. The City will require bid guarantees, performance bonds, and payment bonds consistent with Title 2, Part 200, Section 200.325 of the Code of Federal Regulations.
- 10. <u>Contract Provisions</u>. The City's contracts will contain the provisions in Appendix II to Title 2, Subtitle A, Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable.

LAWNDALE PURCHASING POLICY OVERVIEW

These are general guidelines for acquisition of supplies, equipment, operating and maintenance services, and construction projects other than "Public Works Projects". The evaluation and selection procedures for certain goods and services may vary on a case-by-case basis.



4936-4276-8399 v1 Council Policy No. 53-00



CITY OF LAWNDALE

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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lucho Rodriguez, Public Works Director

Nick Petrevski, Associate Engineer

SUBJECT: Award Three Year On-Call HVAC Preventative Maintenance and Repair at City

Facilities Services Contract

BACKGROUND

The City has a need for a Heating, Ventilation, and Air Conditioning (HVAC) preventative maintenance and repair program for the equipment on City facilities.

Over the years, issues identified with the HVAC systems are mostly inconsistent temperature regulation, increased energy consumption, and frequent breakdowns. Past maintenance efforts were performed on an as-needed basis mainly consisting on repairs following equipment failure, leading to reactive rather than proactive repairs which are most costly.

In order to extend equipment life, maintain a comfortable and safe environment for staff and residents, and control costs, an On-Call HVAC Preventative Maintenance and Repair Services contract is essential.

The HVAC preventative maintenance program goals are designed to enhance system efficiency, extend equipment lifespan, minimize breakdowns, improve indoor air quality, reduce repair costs, increase comfort levels in the facilities, develop a maintenance schedule and document maintenance activities by means of quarterly inspections with cleaning, lubrication and adjustments to optimize performance. Additionally by having a HVAC maintenance contractor on contract, the response time to perform repairs when needed will be reduced.

Facilities to be covered under this contract include City Hall, Municipal Services/Cable TV, Community Center, Public Works, William Green Park, and Hogan Park.

STAFF REVIEW

On November 13, 2024 staff issued a Request for Proposal (RFP) for On-Call HVAC Preventative Maintenance and Repairs at City Facilities. Four (4) proposals were received on December 4, 2024. Vendor review and scoring was based on many factors including approach and methods, relevant experience and expertise, time frame and costs, and the ability to comply with the timeline terms and billing procedures. A team of staff members from the Community Services and Public Works Departments reviewed and scored the proposals using the established criteria in the RFP. The proposal rankings are as follows:

| Rank | Proposer Name | Total Score |
|------|---------------------------------------|--------------------|
| 1 | South Coast Mechanical, LLC | 244 |
| 2 | Mesa Energy Systems, Inc. | 239 |
| 3 | Creative Air Mechanical Services, LLC | 225 |
| 4 | Element Mechanical Service | 23 |

Based on proposal review, staff recommends South Coast Mechanical, LLC for the On-Call HVAC Preventative Maintenance and Repair at City Hall Facilities Services contract, for a not-to-exceed cost of \$70,000.00 dollars annually.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

The funds to cover the annual cost of the contract will come from account 100-320-520.120 fund, and will be used as needed for maintenance and repairs of the systems.

RECOMMENDATION

Staff recommends that the City Council:

1. Award an On-Call HVAC Preventative Maintenance and Repair at City Facilities Services agreement to South Coast Mechanical, LLC, for a three-year term, with an option to extend up to three one-year extensions.

Attachments

Attachment A- South Coast Proposal.pdf

Attachment B- South Coast Mechanical Draft Agreement

Attachment C- All Proposals.pdf

Attachment D- RFP.pdf

Attachment A



PROPOSAL #KS-12424KS 12/4/2024

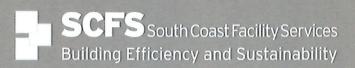
PREVENTATIVE MAINTENANCE PROPOSAL

LOCATION

City of Lawndale 4722 Manhattan Beach Blvd Lawndale, CA 90260

QUOTED TO

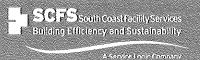
Office of the City Clerk Yvette Palomo



A Service Logic Company

CONTACT

Kyle Stuckenberg 714.613.3195 kstuckenberg@scfacilityservices.com



Date: 12/3/24

City of Lawndale
4722 Manhattan Beach Blvd
Lawndale, CA 90260

Subject:

RFP#2411-33, HVAC Preventative Maintenance and Repair at City Facilities

Locations:

All Applicable Locations

Ms. Palomo,

South Coast Facility Services is pleased to have this opportunity to present our proposal for a quarterly Preventative Maintenance Program and training of *City of Lawndale* maintenance staff.

Each of our clients is unique and requires a carefully planned preventative maintenance program to meet their special and specific needs based upon their own requirements.

South Coast Facility Services has developed this program for you after completion of a thorough survey and analysis of your heating, ventilating and air conditioning system, in addition to our discussions with you to evaluate your individual needs and requirements.

The effectiveness of a preventative maintenance program can be measured in myriad ways. Surely, not the least of these is facility comfort and incidence of system failure. South Coast Facility Serivces service is designed to increase the former and reduce the latter. We will provide confidence and peace of mind in your critical systems.

South Coast Facility Services has been providing clients with unequaled service for 15 over years to meet these goals as well as individual needs. Our dedication to customer satisfaction is unparalleled. We continue to strive to develop new and innovative ways to meet your needs now and in the future.

Your HVAC system represents a major investment and South Coast Facility Services is the right contractor to provide effective maintenance, repair, engineering, design, installation, electrical service and system analysis. We look forward to partnering with you to care for your facilities systems!

Preventative maintenance and repair service will be provided at:

City of Lawndale



Preventative Maintenance and Service Agreement

In accordance with the specifications described herein; and in accordance with the terms and conditions set forth in this agreement; and in accordance with other attachments which are made a part of this agreement:

Maintenance shall commence in TBD

| Quarterly fee of: | \$7,217.50 |
|-------------------|-------------|
| Annual fee of: | \$28,870.00 |

This agreement shall be in effect for one (1) year and continue to be in effect yearly unless either party provides written notice to the other party of an intention not to renew, sixty (60) days prior to work being commenced via written communication. The work will be performed during regular business hours. Due to foreseen labor and material increases, South Coast Facility Services reserves the right to increase the total contract price by 5% each year to subsidize these costs. If the contract is cancelled prior to a one-year period, additional costs may apply and will be reimbursable to South Coast Facility Services.

South Coast Facility Services agrees to provide repair service to *City of Lawndale* twenty-four (24) hours per day, seven (7) days per week at the South Coast Facility Services prevailing labor rate and subject to a Environmental Fee/ Truck Charge. All repair service shall be billed separately of the maintenance program agreement and shall not be deemed or considered a part of the preventative maintenance program. It is further agreed that *City of Lawndale* shall be billed for all components and materials required to successfully complete such repairs.

Specification – Please Note: South Coast Facility Services will assume all equipment is accessible with each visit and will not relocate any material, product, furniture, or other objects to obtain access to equipment. If for any reason there are any accessibility or other unforeseen parameters in which would incur additional costs, South Coast Facility Services will advise the client and provide additional costs separately or as change order. In addition, the equipment list provided is incomplete and if additional costs are incurred outside of budget allocated for services or any specifications, South Coast Facility Services will advise the client and provide additional costs separately or as a change order.

Exclusions to the Preventative Maintenance Program include but are not limited to: Overtime/Afterhours/Holiday Labor, filters, specialized testing or lab samples, labeling, pressure testing, leak testing, repairs, Existing Design Issues, Existing System Issues, troubleshooting, Service Calls, COVID Testing, additional cleaning, Engineering, Drawings, Permits, 3rd Party Inspections, any warranties, water balancing, controls, software, equipment replacement, new insulation or insulation repairs, integrity of existing equipment, water treatment, refrigerant or other chemicals/liquids, hazardous material handling or abatement, badging requirements, parking, any other work outside of Schedule A - Equipment & Schedule B - Tasking, any other work not specified in tasking below. No other work is implied.

| Agreed and Accepted | Agreed and Accepted |
|---------------------------------------------------------------------------------------|-----------------------------|
| South Coast Mechanical, LLC | City of Lawndale |
| By: | By: |
| Kyle Stuckenberg – Account Manager kstuckenberg@scfacilityservices.com (714) 782-9640 | Print Name Title Date |
| | Purchase Order # |

Note: Due to volatile market of commodity items such as steel and copper, this price is only honored for 15 days from the proposal date. Any authorization to proceed beyond that date will be subject to a rebid process.



$\underline{Schedule\ A-Equipment\ Schedule}$

| Area Serves | Unit Make | Model # | Serial # |
|-----------------------------|-----------|-------------------|-----------------|
| City Hall | York | YCAL0033EE17 | 11531D53620281 |
| Municipal Services/Cable TV | York | YCAL0033EE46 | 11531D53620280 |
| Community Center | McQuay | RDT110DLY | FBOU11040136700 |
| Public Works (Bldg 1) | York | D7NX024D05606NXYA | W1A5437059 |
| Public Works (Bldg 2) | Carrier | 50SZ-030301 | 3407G31047 |
| William Green Park | Carrier | 50\$Z-048501 | 3208G21368 |
| Hogan Park | Fujitsu | AOU18RLFC | LPN006313 |



Schedule B – Tasking Schedule

2.4 City Proposed Scope of Services

The Scope of Work shall include, but not limited to the following tasks:

Task 1- Routine Inspections & Preventative Maintenance

- Quarterly Inspections: Perform inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems, on a quarterly basis.
- Visual Checks: Conduct visual checks for any signs of wear, damage, or leaks.
- Operational Tests: Test the operation of HVAC systems to ensure they are functioning properly.



Task 2- Cleaning and Maintenance

- Filter Replacement: Replace air filters on a quarterly basis or as needed.
- Coll Cleaning: Clean evaporator and condenser coils semi-annually to ensure efficient heat transfer.
- Duct Cleaning: Clean air ducts annually to remove dust, debris, and contaminants.
- Drain Line Maintenance: Inspect and clean drain lines annually to prevent clogs and water damage.

Task 3- Lubrication and Adjustments

- Lubrication: Lubricate moving parts semi-annually, such as motors and fans, to reduce wear and extend the life of the equipment.
- Bell Adjustments: Check and adjust belts semi-annually for proper tension and alignment.
- **Thermostat Calibration**: Calibrate thermostats annually to ensure accurate temperature control.

Task 4- Testing and Calibration

- Refrigerant Levels: Check and adjust refrigerant levels semi-annually to maintain optimal system performance.
- **System Calibration**: Calibrate control systems and sensors semi- annually to ensure accurate operation.
- Safety Checks: Perform safety checks on all HVAC equipment annually to ensure compliance with safety standards.

Task 5- Minor Repairs and Replacements

- Component Replacement: Replace worn or damaged components, such as belts, filters, and fuses, as needed.
- Leak Repairs: Detect and repair minor refrigerant leaks to maintain system efficiency.

Task 6- Reporting and Documentation

- **Maintenance Logs**: Maintain detailed logs of all maintenance activities, including dates, tasks performed, and any issues identified. The log is to be retained at the City.
- Inspection Reports: Provide comprehensive inspection reports with recommendations for any



Task 7- Preventative Maintenance

- **Scheduled Inspections**: Conduct regular inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems.
- Cleaning: Clean and replace filters, coils, and other components to ensure efficient operation.
- Lubrication: Lubricate moving parts to reduce wear and extend the life of the equipment.
- **Testing and Calibration**: Test and calibrate thermostats, sensors, and control systems to ensure accurate operation.
- Refrigerant Management: Check and manage refrigerant levels to prevent leaks and ensure
 optimal performance.
- **Documentation**: Maintain detailed records of all maintenance activities, including dates, tasks performed, and any issues identified.

Task 8- Corrective Maintenance

- **Diagnostic Services**: Diagnose and troubleshoot issues with HVAC systems, including unusual noises, inefficient operation, and system failures.
- Repairs: Perform necessary repairs to restore HVAC systems to proper working condition, including parts replacement and system adjustments.
- **Emergency Services**: Provide 24/7 emergency repair services to address critical HVAC failures promptly.

Task 9- Performance Optimization

- Energy Efficiency Audits: Conduct periodic audits semi-annually to assess and improve the energy efficiency of HVAC systems.
- System Upgrades: Recommend and implement upgrades semi-annually to HVAC systems to enhance performance and efficiency



3.2.1 Cover Letter

South Coast Mechanical, LLC

800 E. Orangethorpe Ave Anaheim, CA 92801 12/04/2024

Dear Yvette Palomo,

Subject: Proposal Submission for RFP#2411-33

On behalf of South Coast Mechanical, LLC, I am pleased to submit our proposal for RFP#2411-33 as outlined in your Request for Proposals (RFP). South Coast Mechanical is a MEP Contractor, leading provider of commercial HVAC services with over 20 years of experience delivering efficient, cost-effective solutions to municipalities and businesses across Southern California.

Authorized Representative Contact Information:

Authorized Representative: Ryan Calvert, Chief Sales Officer

o Email: Rcalvert@scfacilityservices.com

o Phone: 714-782-9640 ext. 208

Contract Manager Contact Information:

Day-to-Day Contact (Contract Manager): Devin Anderson, Account Manager

o Email: Danderson@scfacilityservices.com

o Phone: 714-782-9640 ext. 234

As your dedicated point of contact, Devin Anderson will manage all task orders, coordinate with task-specific project managers and subcontractors, and ensure the highest levels of quality, efficiency, and responsiveness throughout the project lifecycle.

We understand the scope of work outlined in the RFP and are fully prepared to provide services described in the RFP.

Additionally, we acknowledge receipt of all addendums issued for this RFP.

Thank you for considering our submission. We are excited about the opportunity to partner with the City of Lawndale and bring our expertise to this important initiative. Please do not hesitate to contact me directly if you have any questions or require additional information.

Sincerely,
Kyle Stuckenberg
MSR
South Coast Mechanical, LLC
Kstuckenberg@scfacilityservices.com
714-782-9640 ext. 238



3.2.2 Firm Profile

South Coast Mechanical, LLC 800 E Orangethorpe Ave Anaheim, CA 92801

Primary Point of Contact:

Name: Devin AndersonAddress: Same as above

• Email: Danderson@scfacilityservices.com

• Telephone: 714-782-9640 ext. 234

Business Information:

• Type of Business Entity: S Corporation

• Federal Employer I.D. Number (EIN): 050613326

• Ownership Information:

o Owned by Service Logic

Company Profile:

• Years in Business: 20 Years

Years of Relevant Experience: 20 Years

• Services Provided: Mechanical, Electrical & Plumbing

Contract History:

• Failures or Refusals to Complete a Contract:

o No Failures or refusals.



3.2.3 Project Understanding & Approach to Scope of Work

South Coast Mechanical, LLC understands the critical role an efficient and reliable HVAC system plays in supporting the City's operations. This project involves providing professional commercial HVAC services, including maintenance and system assessments to ensure the City's facilities operate at peak performance. We are well-versed in State, County, and Local requirements, including compliance with energy efficiency standards like Title 24, environmental regulations, and safety protocols. Our team has extensive experience managing HVAC systems in public and municipal facilities, ensuring they meet the highest standards for energy efficiency, sustainability, and occupant comfort. Our goal is to deliver tailored solutions that reduce energy consumption, minimize downtime, and extend the lifespan of the City's HVAC assets while adhering to budgetary and timeline expectations.

Organizational Chart

Below is the proposed organizational structure for this project:

- Michelle Santangelo, Project Manager
 - o Oversees all project aspects, coordinates with City representatives, and ensures compliance with project timelines and objectives.
- Miguel De Los Santos, Lead HVAC Technician
 - Responsible for system assessments, diagnostics, and the execution of repairs, installations, and upgrades.
- Devin Anderson, Account Manager
 - o Responsible for day-to-day tasks and will be the main point of contact.

Approach to Work Program

Our approach to providing commercial HVAC services for the City focuses on delivering efficient, reliable, and sustainable solutions while actively engaging stakeholders and the community throughout the project lifecycle. Proposed Approaches and Techniques for Stakeholder and Community Engagement

- 1. Stakeholder Input Sessions
 - o Host regular meetings with City representatives, facility managers, and key stakeholders to gather insights into HVAC needs, priorities, and concerns.
 - Use surveys or feedback forms to identify specific issues related to energy use, comfort, and system performance in City facilities.
- 2. Community Engagement Strategies
 - o Conduct workshops or public forums to educate the community on energy-efficient HVAC solutions and how they contribute to sustainability goals.
 - o Share updates on project progress and milestones through newsletters, the City's website, or public bulletins.
 - o Highlight benefits to the community, such as improved air quality, reduced environmental impact, and cost savings for taxpayers.
- 3. Collaboration with Industry Experts
 - o Partner with local experts, energy providers, or environmental organizations to align project outcomes with broader community goals, such as reducing greenhouse gas emissions or achieving LEED certifications for City facilities.



Proposed Approach to Required and Optional Tasks Required Tasks:

- 1. System Assessments and Diagnostics
 - o Perform thorough evaluations of existing HVAC systems, including energy usage, system performance, and compliance with state and local standards.
 - o Utilize advanced diagnostic tools to identify inefficiencies or areas requiring improvement.
- 2. Preventative Maintenance and Repairs
 - o Develop and execute a preventative maintenance schedule tailored to the City's HVAC assets.
 - Conduct on-site repairs with minimal disruption to facility operations, ensuring all work complies with safety and environmental standards.
- 3. Equipment Upgrades and Installations
 - Replace outdated systems with energy-efficient models that meet or exceed California Title 24 requirements.
 - o Work with existing building automation systems to optimize performance and energy use.

Optional Tasks:

- 1. Future-Proofing Solutions
 - o Offer scalable HVAC system designs to accommodate potential facility expansions or changes in usage.
 - o Include options for renewable energy integration.
- 2. Training and Education
 - o Provide training sessions for City staff on maintaining and operating HVAC systems to maximize efficiency and lifespan.
 - o Develop easy-to-understand maintenance manuals and quick-reference guides for facility managers.
- 3. Emergency Response Services
 - o Offer rapid-response teams for HVAC emergencies, ensuring minimal downtime and immediate restoration of critical systems.

Additional Tasks and Services

- Carbon Footprint Analysis
 - Evaluate the environmental impact of current HVAC systems and propose strategies to minimize emissions.
- Public Communication Materials
 - Develop informative materials, such as fact sheets or online resources, to communicate project outcomes and benefits to the public.



3.2.4 Project Management Plan

Scheduling and Communication Approach

Scheduling

South Coast Mechanical, LLC prioritizes efficient project delivery through a clear and adaptable scheduling strategy.

- 1. Detailed Scheduling Framework
 - o Develop a comprehensive project schedule at the outset, detailing key milestones, tasks, and deadlines.
 - o Align the schedule with the City's operational needs, identifying critical path activities to ensure timely delivery.
- 2. Flexibility in Execution
 - o Schedule work during off-peak hours or weekends to minimize disruption to City operations and community activities, if needed.
 - o Incorporate contingency plans to account for unforeseen delays, such as weather conditions or supply chain challenges.
- 3. Progress Monitoring
 - o Use advanced project management tools for real-time tracking and reporting.
 - o Conduct monthly or quarterly progress reviews with the City to ensure alignment with goals and timelines.

Communication Approach

Seamless communication is essential for the success of any project. Our communication strategy ensures clarity, transparency, and responsiveness:

- 1. Single Point of Contact
 - Assign a dedicated Account Manager (Devin Anderson) as the central POC between the City, the community, and our team. He will oversee all aspects of communication, scheduling, and task management.
- 2. Regular Updates
 - o Provide service reports after each completed task.
 - o Have regular check-in meetings with City representatives to address questions, concerns, or adjustments to the project plan.
- 3. Community Engagement
 - o Offer educational sessions to inform the community about the benefits and impacts of the HVAC improvements.

Quality Assurance/Quality Control Approach

OA/OC Processes

Our rigorous QA/QC processes are designed to ensure that all work adheres to the highest industry standards and exceeds client expectations:

- 1. Pre-Project Planning
 - o Develop a customized QA/QC plan outlining specific procedures, benchmarks, and performance standards for the project.
 - o Define clear roles and responsibilities for all team members to ensure accountability.
- 2. On-Site Inspections and Testing
 - o Perform regular on-site inspections to verify that work is being executed according to specifications, safety protocols, and industry standards.



 Utilize advanced diagnostic tools to test HVAC systems for performance, efficiency, and compliance with local codes.

3. Performance Audits

- o Conduct periodic audits during the project to evaluate progress against quality benchmarks and adjust as needed.
- Review and document all work to ensure that installations, repairs, and upgrades are completed to specifications.

Ensuring High-Quality Work from Personnel

1. Highly Skilled Staff

- Have experienced and certified HVAC technicians who are trained in the latest industry practices and technologies.
- Provide ongoing professional development and training to ensure all personnel remain up-to-date on new regulations and techniques.

2. Accountability Measures

- o Assign team leads responsible for verifying the quality of work at each stage of the project.
- o Implement a peer review system where senior technicians review and approve work completed by team members.

3. Documentation and Reporting

- o Maintain comprehensive records of all QA/QC inspections, tests, and corrective actions.
- Provide detailed final reports, including system performance metrics, compliance verification, and recommendations for future maintenance.

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By integrating robust QA/QC processes, a proactive communication strategy, and adaptive scheduling, South Coast Mechanical, LLC ensures a smooth, efficient, and high-quality delivery of HVAC services for the City.



3.2.5 Experience and Qualifications

Experience & References:

1. City of Mission Viejo

Contact: Chris Covellone

ccovellone@cityofmissionviejo.org

949-616-4201

Services Provided: Preventative Maintenance & Projects

2. Stars Behavioral Health Group

Contact: Andrew Walden

awalden@starsinc.com

714-469-4125

Services Provided: Preventative Maintenance & Projects

3. Kite Pharmaceuticals

Contact: Corey Parker

cparker4@kitepharma.com

949-545-4962

Services Provided: Preventative Maintenance & Projects

4. College Medical Center

Contact: Travis Roper

troper@collegemedicalcenter.com

562-997-2572

Services Provided: Preventative Maintenance & Projects

5. Hustler/Lucky Lady Casinos

Contact: Radhi Ahmed

radhia@hustlercasinola.com

347-755-5771

Services Provided: Preventative Maintenance & Projects



- **Experience and Qualifications of Key Personnel**
- Available if Awarded

Assignment of Key Personnel

South Coast Mechanical, LLC is fully committed to maintaining the continuity of the key personnel identified in our Organizational Chart for the entire duration of the project. We understand the City's preference for consistent team assignments and the importance of preserving institutional knowledge and efficiency throughout the project lifecycle.

Availability of Key Personnel

The following key personnel are allocated and committed to this project:

- Devin Anderson, Account Manager: Available 75% for this project to oversee all phases, ensuring adherence to scope, schedule, and quality standards. Devin will serve as the primary point of contact with the City and will manage day-to-day coordination.
- Miguel De Los Santos, Lead HVAC Technician: Dedicated full-time to this project, performing all diagnostics, maintenance, and system installations on-site.
- Additional Support Staff:
 - o Michelle Santangelo, Project Manager: Assigned to oversee any future projects or installation.

Policy on Substitution of Key Personnel

We understand and respect the City's requirement that substitutions of key personnel must be avoided whenever possible. In the unlikely event that a substitution becomes necessary due to circumstances beyond our control (e.g., health issues, departure from the firm), the following steps will be taken:

- 1. Notification and Justification
 - The City's project manager will be notified immediately, and a formal request for substitution will be submitted, providing a clear justification for the change.
- 2. Qualifications of the Substitute
 - o Any proposed substitute will possess equivalent or higher qualifications and experience compared to the original personnel, ensuring no compromise in the project's quality or expertise.
- 3. Transition Plan
 - A detailed transition plan will be prepared and presented to the City's project manager. This plan will include:
 - Handoff procedures for ongoing tasks and responsibilities.
 - Introduction and onboarding of the new personnel to ensure seamless integration.
 - Updated schedules and communication adjustments to maintain project momentum.

Commitment to Continuity

Our team recognizes the value of consistent and experienced leadership throughout the project. The individuals assigned to this project are highly qualified, and their availability has been confirmed to avoid disruptions to the City's goals. Any changes, if necessary, will be carefully managed to ensure the project remains on track without compromising quality or timelines. South Coast Mechanical, LLC appreciates the City's trust in our team and remains dedicated to upholding this standard of commitment and professionalism.



3.2.5 Required Forms

Attached



6.3 Required Forms

6.3.1 Certification of Proposal

Signature of Authorized Representative:

Printed Name and Title:

RFP #: RFP#2411-33

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

- Proposer declares and warrants that no elected or appointed official, officer or employee
 of the City has been or shall be compensated, directly or indirectly, in connection with this
 proposal or any work connected with this proposal. Should any agreement be approved
 in connection with this Request for Proposal, Proposer declares and warrants that no
 elected or appointed official, officer or employee of the City, during the term of his/her
 service with the City shall have any direct interest in that agreement, or obtain any present,
 anticipated or future material benefit arising therefrom.
- 2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6. The proposal shall be valid for 90 days from the date of submittal.

| 7. | Proposer acknowledges that the City may issue addendums related to this RFP and the proposer has reviewed the following addendums which have been issued: | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | Addendum: | | |
| 8. | Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal. | | |

PROJECT NO. 2411-33



6.3.2 Non-Collusion Affidavit

RFP #: <u>RFP#24</u>11-33

The undersigned declares states and certifies that:

- 1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This proposal is genuine and not collusive or sham.
- 3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Lawndale or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
- 7. I have not entered into any arrangement or agreement with any City of Lawndale public officer in connection with this proposal.
- 8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative:

Printed Name and Title:

Ryw Column CSO

PROJECT NO. 2411-33



6.3.3 Compliance with Insurance Requirements

RFP #: RFP#2411-33

The selected proposer will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

- 1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
- 2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Printed Name and Title:

PROJECT NO. 2411-33



6.3.4 Acknowledgement of Professional Services Agreement

Sample Professional Services Agreement.

RFP #: RFP#2411-33

The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's

| | • |
|----|------------------------------------------------------------------------------------------------------------------|
| 2. | Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows: |
| | |
| | |
| | |
| | |

| Signature of Authorized Representative: | |
|-----------------------------------------|--|
| 1111 | |
| Printed Name and Title: | |
| Ryan Colvert Cso | |
| Kyn Charl | |



3.2.5 Fee Schedule

Refer to Page 3
Rates Below

2024-2025



MECHANICAL RATES

South Coast develops innovative building solutions for property managers, businesses, building owners and developers. Together, we maintain, repair and install most HVAC equipment that creates an efficient, reliable solution for virtually any commercial building.

A list of the services South Coast Mechanical provides is as follows:

Maintenance

- ➤ Technicians on call 24/7, 365 day a year
- Custom Maintenance contracts
- System Diagnosis

Controls

- Specializing in Building Automation Systems (BAS).
- > LON, BACNET & N2 protocols.

Retrofit & Construction

- > HVAC Retrofit
- > Piping
- > Duct work

Chillers/Cooling Towers/Pumps

- > Replace
- > Repair
- > Rebuild

FEE SCHEDULE

| | Straight time | Overtime | Double Time |
|-------------------|---------------|----------|--------------------|
| Hourly Rate: | \$165.00 | \$247.50 | \$330.00 |
| Controls Rate: | \$190.00 | \$285.00 | \$380.00 |
| Chiller Services: | \$190.00 | \$285.00 | \$380.00 |

Vehicle and Environmental Charge: \$135.00

- · Vehicle and Environmental Charge is based on per vehicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements.
 exceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- . Rates are subject to change with given 30-day notice.
- · Ucenses, Permits, etc. required will be paid by the client.
- · Payment Terms are net 30-days.

South Coast Mechanical, Inc.

800 E. Orangethorpe Ave, Anaheim, CA 92801 * Phone 714.782.9640 * Fax 714.783.3023



Terms and Conditions

- a) <u>Engagement of Services:</u> Once the customer authorizes work, South Coast Mechanical (referred to as "SCM") is committed to certain "ramp up" expenses both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.), which are generally priced into the entire scope of the project. If the project is canceled, delayed, or significantly changed through no fault of SCM, these expenses will be due and payable to SCM on a pro-rata basis. Any such requests for reimbursement of these expenses will be itemized and defined.
- b) <u>Changes to Scope of Work:</u> SCM will notify the customer if there is a material change to the scope of work that will require SCM to expend more monies than originally budgeted. The customer agrees to pay SCM for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.
- c) <u>Permits and Taxes:</u> Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by SCM at the cost of obtaining them. Taxes are not included in the proposed price unless specifically noted otherwise.
- d) <u>South Coast Mechanical Employees</u>: The customer agrees that it shall not hire any employee of SCM who is currently working on a project for the customer, or any employee of South Coast who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former SCM employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that SCM can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.
- e) <u>Payment Terms:</u> Standard payment terms are net due in (30) days from invoice date unless stated differently on the front of this proposal. A service charge may be charged on all past due amounts. Charges are computed at the lower of 1.5% per month or the maximum allowed by law. Amounts will be considered past due (30) days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.
- f) Warranty: SCM will warranty all labor and material furnished and installed by SCM, excluding lamps and fuses, on all mechanical service work for one (1) year. SCM will honor the manufacturer's warranty on all other products furnished by SCM. South Coast Mechanical must be notified of any potential warranty work. The disposition of the work in question will be determined by or its approved affiliate. Any alleged warranty work done by others will not be paid for by SCM.
- g) <u>Indemnity:</u> The customer agrees to defend and indemnify SCM from any and all third-party claims, demands, actions, lawsuits, liability, damages and/or costs, including reasonable attorneys' fees and expert fees, arising out of or relating to South Coast Mechanical's work under this agreement or the Scope of Work under this agreement, unless claims relate to negligent acts of SCM or others hired by SCM.
- h) Attorneys' Fees: If SCM is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse SCM for attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.
- i) <u>Incorporation by Reference</u>: Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporated by reference, to all Proposals submitted by SCM to the customer and Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements.
- j) <u>Confidentiality Notice</u>: The information contained in this proposal and any attachments is considered a confidential and/or privileged communication between SCM and proposed Company.
- k) THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY: Given the existence of the coronavirus pandemic, South Coast Mechanical will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, South Coast Mechanical reserves its right to seek an excusable extension of time if South Coast Mechanical or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract, we intend to seek additional costs associated with the suspension.
- l) <u>CANCELLATIONS</u>: This contact will auto-renew annually unless notice to change or cancel is provided in writing thirty (30) days before contract renewal date.
- *Exceptions apply to 1 Year Warranty, contact account executive for comprehensive details.

End of Terms and Conditions

COST PROPOSAL



3.2.7 Fee Schedule

South Coast Mechanical, LLC

In accordance with the specifications described herein; and in accordance with the terms and conditions set forth in this agreement; and in accordance with other attachments which are made a part of this agreement:

Maintenance shall commence in TBD

| Quarterly fee of: | \$7,217.50 |
|-------------------|-------------|
| Annual fee of: | \$28,870.00 |

This agreement shall be in effect for one (1) year and continue to be in effect yearly unless either party provides written notice to the other party of an intention not to renew, sixty (60) days prior to work being commenced via written communication. The work will be performed during regular business hours. Due to foreseen labor and material increases, South Coast Facility Services reserves the right to increase the total contract price by 5% each year to subsidize these costs. If the contract is cancelled prior to a one-year period, additional costs may apply and will be reimbursable to South Coast Facility Services.

South Coast Facility Services agrees to provide repair service to *City of Lawndale* twenty-four (24) hours per day, seven (7) days per week at the South Coast Facility Services prevailing labor rate and subject to a Environmental Fee/ Truck Charge. All repair service shall be billed separately of the maintenance program agreement and shall not be deemed or considered a part of the preventative maintenance program. It is further agreed that *City of Lawndale* shall be billed for all components and materials required to successfully complete such repairs.

Specification – Please Note: South Coast Facility Services will assume all equipment is accessible with each visit and will not relocate any material, product, furniture, or other objects to obtain access to equipment. If for any reason there are any accessibility or other unforeseen parameters in which would incur additional costs, South Coast Facility Services will advise the client and provide additional costs separately or as change order. In addition, the equipment list provided is incomplete and if additional costs are incurred outside of budget allocated for services or any specifications, South Coast Facility Services will advise the client and provide additional costs separately or as a change order.

Exclusions to the Preventative Maintenance Program include but are not limited to: Overtime/Afterhours/Holiday Labor, filters, specialized testing or lab samples, labeling, pressure testing, leak testing, repairs, Existing Design Issues, Existing System Issues, troubleshooting, Service Calls, COVID Testing, additional cleaning, Engineering, Drawings, Permits, 3rd Party Inspections, any warranties, water balancing, controls, software, equipment replacement, new insulation or insulation repairs, integrity of existing equipment, water treatment, refrigerant or other chemicals/liquids, hazardous material handling or abatement, badging requirements, parking, any other work outside of Schedule A - Equipment & Schedule B - Tasking, any other work not specified in tasking below. No other work is implied.

| Agreed and Accepted | Agreed and Accepted | |
|-------------------------------------|---------------------|--|
| South Coast Mechanical, LLC | City of Lawndale | |
| Ву: | By: | |
| Kyle Stuckenberg – Account Manager | Print Name | |
| kstuckenberg@scfacilityservices.com | Title | |
| (714) 782-9640 | Date | |
| | Purchase Order # | |

Note: Due to volatile market of commodity items such as steel and copper, this price is only honored for 15 days from the proposal date. Any authorization to proceed beyond that date will be subject to a rebid process.



MECHANICAL RATES

South Coast develops innovative building solutions for property managers, businesses, building owners and developers. Together, we maintain, repair and install most HVAC equipment that creates an efficient, reliable solution for virtually any commercial building.

A list of the services South Coast Mechanical provides is as follows:

Maintenance

- Technicians on call 24/7, 365 day a year
- Custom Maintenance contracts
- > System Diagnosis

Controls

- Specializing in Building Automation Systems (BAS).
- ➤ LON, BACNET & N2 protocols.

Retrofit & Construction

- > HVAC Retrofit
- Piping
- Duct work

Chillers/Cooling Towers/Pumps

- > Replace
- Repair
- Rebuild

FEE SCHEDULE

| | Straight time | <u>Overtime</u> | <u>Double Time</u> |
|-------------------|---------------|-----------------|--------------------|
| Hourly Rate: | \$165.00 | \$247.50 | \$330.00 |
| Controls Rate: | \$190.00 | \$285.00 | \$380.00 |
| Chiller Services: | \$190.00 | \$285.00 | \$380.00 |

Vehicle and Environmental Charge: \$135.00

- Vehicle and Environmental Charge is based on per vehicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements.
 exceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- Rates are subject to change with given 30-day notice.
- Licenses, Permits, etc. required will be paid by the client.
- > Payment Terms are net 30-days.



PLUMBING SERVICES & RATES

SERVICE * MAINTENANCE * INSTALLATION

PLUMBING

-BACKFLOW VALVES & PRV

-SNAKE, CAMERA, JETTING

-WATER CHLORINATION

-PROPRESS FITTINGS

-EMERGENCY LEAK & BACKUP REPAIRS

-WELDING SHOP

-CHW/ HHW/ STEAM/ STORM/ VENT PIPING SYSTEMS

FEE SCHEDULE

| Hourly Rate: (4 hour minimum) Specialty Tool Charge: | Straight time \$158.00 | Overtime/Emergency \$237.00 |
|-------------------------------------------------------|---------------------------|--------------------------------|
| Camera Use | \$100.00 | |
| Jeter Use | \$350.00 | |
| Cable Snake (up to 20') | \$100.00 | |
| Vehicle and Environmental Charge: | \$125.00 | |

- Vehicle and Environmental Charge is based on per vehicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements.
 exceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- Rates are subject to change with given 30-day notice.
- Licenses, Permits, etc. required will be paid by the client.
- Payment Terms are net 30-days.



COMPANY SERVICES

South Coast Electrical, Inc. is a leading provider of specialized solutions in all aspects of the electrical field with a 24/7 on call service department. Today, we proudly service the entire Southern California Region assisting in the specific needs of all of those who we come in contact with, from basic electrical maintenance to turnkey design build project. Your reliance on us will supersede all of your expectations.

A list of the services South Coast provides is as follows:

Automatic Transfer Switches

- > ATS Service
- > ATS Maintenance

Infrared Scanning

- > Thermo-graphic Inspection
- Electrical/Building Systems Panel Inspection

Emergency Power System

- Service
- Maintenance
- Retrofit & Construction

Electrical Service

- > Troubleshooting
- Lighting Maintenance

FEE SCHEDULE

| Hourly Rate Emergency Power Rate (Emergency Systems) | <u>Straight time</u> | Overtime | <u>Double time</u> |
|------------------------------------------------------|----------------------|----------|--------------------|
| | \$112.00 | \$168.00 | \$224.00 |
| | \$150.00 | \$225.00 | \$300.00 |
| Vehicle and Environmental Charge | \$125.00 | | |

- Vehicle and Environmental Charge is based on per vehicle per day
- Minimum charge per callout/cancellation is equal to 2 hour of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements
 exceed the coverage normally carried by South Coast Electrical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- Rates are subject to change with given 30day notice.
- Licenses, Permits, etc. required will be paid by the client.
- Payment Terms are net 30 days



CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

ON-CALL HVAC PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 21st day of January, 2025, by and between the City of Lawndale, a municipal corporation ("City"), and South Coast Mechanical, LLC ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

- 1.1 <u>Scope of Services</u>. 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 <u>Consultant's Proposal</u>. 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 <u>Compliance with Law.</u> 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 <u>Licenses, Permits, Fees and Assessments</u>. 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 <u>Familiarity with Work</u>. 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 <u>Special Requirements</u>. 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 <u>Environmental Laws</u>. 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 <u>Contract Sum</u>. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Fee Proposal" attached hereto as *Exhibit "C"* and incorporated herein by this reference. 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 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 <u>Availability of Funds</u>. 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 <u>Schedule of Performance</u>. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.
- 3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the 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 <u>Term.</u> Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on January 21, 2025 and continue in full force and effect until completion of the services no later than January 20, 2028.

4.0 COORDINATION OF WORK

4.1 <u>Representative of Consultant</u>. Fred Alamolhoda 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 <u>Contract Officer</u>. 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 <u>Prohibition Against Subcontracting or Assignment.</u> 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 <u>Insurance</u>. 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) <u>Commercial General Liability Insurance</u>. 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 \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.
- (b) <u>Workers' Compensation Insurance</u>. 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) <u>Automotive Insurance</u>. 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) <u>Professional Liability or Error and Omissions Insurance</u>. 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) <u>Indemnity for Design Professional Liability</u>. 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) <u>Indemnity for Other Than Design Professional Liability</u>. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

- 6.1 <u>Reports</u>. 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. 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. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitute original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to City and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, City specifically rejects ownership of such Documents. Consultant

is required to indemnify and defend City to the fullest extent allowed by applicable law should it violate this Section.

Confidentiality of Information. All information gained or work product produced by 6.4 Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless 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 Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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.

7.0 ENFORCEMENT OF AGREEMENT

- 7.1 <u>California Law</u>. 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.
- 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.

Attachment B

- 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 <u>Termination Prior to Expiration of Term.</u> 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 <u>Attorneys' Fees</u>. 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 <u>Non-liability of City Officers and Employees</u>. 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 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Consultant.</u> 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 <u>Covenant Against Discrimination</u>. 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 <u>Notice</u>. 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 <u>Interpretation</u>. 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 <u>Integration; Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.

- 9.6 <u>Counterparts</u>. 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 will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.
- 9.7 <u>Modification of Agreement</u>. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

| | CITY: CITY a municip | OF al corporation | | LAWNDALE, |
|---------------------------------------------------------------------------------|----------------------------|--------------------------------------|------------|-----------|
| ATTEST: | By:Ro | obert Pullen -Miles | , Mayor | _ |
| Erica Harbison, City Clerk APPROVED AS TO FORM: Burke Williams & Sorensen, LLP | | | | |
| Gregory M. Murphy, City Attorney | | Coast | Mechanical | , LLC |
| | By: Name: | Joe Wisdom President | | _ |
| | Name: | Suzanne Griffin Chief Financial C | | _ |
| | Address: | 800 E. Orangetho Anaheim, CA 92 | | |

EXHIBIT "A"

SCOPE OF SERVICES

Provide on-call HVAC Preventative Maintenance and Repair at City Facilities. The following services are specifically requested:

Task 1- Routine Inspections & Preventative Maintenance

- **Quarterly Inspections**: Perform inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems, on a quarterly basis.
- Visual Checks: Conduct visual checks for any signs of wear, damage, or leaks.
- **Operational Tests**: Test the operation of HVAC systems to ensure they are functioning properly.

Task 2- Cleaning and Maintenance

- **Filter Replacement**: Replace air filters on a quarterly basis or as needed.
- **Coil Cleaning**: Clean evaporator and condenser coils semi-annually to ensure efficient heat transfer.
- **Duct Cleaning**: Clean air ducts annually to remove dust, debris, and contaminants.
- **Drain Line Maintenance**: Inspect and clean drain lines annually to prevent clogs and water damage.

Task 3- Lubrication and Adjustments

- **Lubrication**: Lubricate moving parts semi-annually, such as motors and fans, to reduce wear and extend the life of the equipment.
- **Belt Adjustments**: Check and adjust belts semi-annually for proper tension and alignment.
- **Thermostat Calibration**: Calibrate thermostats annually to ensure accurate temperature control.

Task 4- Testing and Calibration

- **Refrigerant Levels**: Check and adjust refrigerant levels semi-annually to maintain optimal system performance.
- **System Calibration**: Calibrate control systems and sensors semi- annually to ensure accurate operation.
- **Safety Checks**: Perform safety checks on all HVAC equipment annually to ensure compliance with safety standards.

Task 5- Minor Repairs and Replacements

- **Component Replacement**: Replace worn or damaged components, such as belts, filters, and fuses, as needed.
- **Leak Repairs**: Detect and repair minor refrigerant leaks to maintain system efficiency.

Task 6- Reporting and Documentation

- **Maintenance Logs**: Maintain detailed logs of all maintenance activities, including dates, tasks performed, and any issues identified. The log is to be retained at the City.
- **Inspection Reports**: Provide comprehensive inspection reports with recommendations for any necessary repairs or improvements.

Task 7- Preventative Maintenance

- **Scheduled Inspections**: Conduct regular inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems.
- **Cleaning**: Clean and replace filters, coils, and other components to ensure efficient operation.
- **Lubrication**: Lubricate moving parts to reduce wear and extend the life of the equipment.
- **Testing and Calibration**: Test and calibrate thermostats, sensors, and control systems to ensure accurate operation.
- **Refrigerant Management**: Check and manage refrigerant levels to prevent leaks and ensure optimal performance.

Attachment A

• **Documentation**: Maintain detailed records of all maintenance activities, including dates, tasks performed, and any issues identified.

Task 8- Corrective Maintenance

- **Diagnostic Services**: Diagnose and troubleshoot issues with HVAC systems, including unusual noises, inefficient operation, and system failures.
- **Repairs**: Perform necessary repairs to restore HVAC systems to proper working condition, including parts replacement and system adjustments.
- **Emergency Services**: Provide 24/7 emergency repair services to address critical HVAC failures promptly.

Task 9- Performance Optimization

- **Energy Efficiency Audits**: Conduct periodic audits semi-annually to assess and improve the energy efficiency of HVAC systems.
- **System Upgrades**: Recommend and implement upgrades semi-annually to HVAC systems to enhance performance and efficiency

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 2.4 is added to the Agreement to read as follows:

Prevailing Wages; Indemnification. Consultant and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by South Coast Mechanical, LLC. The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Consultant is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Consultant and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by <u>Labor Code Section 1776</u> and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Consultant shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Consultant's consent as to the City's liabilities or rights only."

- A new Section 5.1(e) is added to the Agreement to read as follows:
- (e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:
 - Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Attachment A

- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services

If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

2024-2025



MECHANICAL RATES

South Coast develops innovative building solutions for property managers, businesses, building owners and developers. Together, we maintain, repair and install most HVAC equipment that creates an efficient, reliable solution for virtually any commercial building.

A list of the services South Coast Mechanical provides is as follows:

Maintenance

- > Technicians on call 24/7, 365 day a year
- Custom Maintenance contracts
- > System Diagnosis

Control

- Specializing in Building Automation Systems (BAS).
- LON, BACNET & N2 protocols.

Retrofit & Construction

- HVAC Retrofit
- > Piping
- > Duct work

Chillers/Cooling Towers/Pumps

- > Replace
- > Repair
- > Rebuild

FEE SCHEDULE

| | Straight time | Overtime | Double Time |
|-------------------|---------------|----------|-------------|
| Hourly Rate: | \$165.00 | \$247.50 | \$330.00 |
| Controls Rate: | \$190.00 | \$285.00 | \$380.00 |
| Chiller Services: | \$190.00 | \$285.00 | \$380.00 |

Vehicle and Environmental Charge: \$135.00

- Vehicle and Environmental Charge is based on per vehicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements, exceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- · Rates are subject to change with given 30-day notice.
- · Licenses, Fermits, etc. required will be paid by the client.
- · Payment Terms are not 30-days.

South Coast Mechanical, Inc.

800 E. Orangethorpe Ave, Anaheim, CA 92801 * Phone 714.782.9640 * Fax 714.783.3023

2025-2026



MECHANICAL RATES

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- Custom Maintenance contracts
- > System Diagnosis

- Specializing in Building Automation Systems (BAS).
- > LON, BACNET & N2 protocols.

Retrofit & Construction

- > HVAC Retrofit
- > Piping
- > Duct work

Chillers/Cooling Towers/Pumps

- > Replace
- > Repair
- > Rebuild

FEE SCHEDULE

| | Straight time | Overtime | Double Time |
|-------------------|---------------|----------|-------------|
| Hourly Rate: | \$174.00 | \$261.00 | \$348.00 |
| Controls Rate: | \$200.00 | \$300.00 | \$400.00 |
| Chiller Services: | \$200.00 | \$300.00 | \$400.00 |

\$145.00 Vehicle and Environmental Charge:

- * Wehicle and Environmental Charge is based on per whicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- # Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements, esceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- # Rates are subject to change with given 30-day notice.

 **Licenses, Permits, etc. required will be paid by the client.

 †*Payment Terms are net 30-days.

South Coast Mechanical, inc.

800 E. Orangethorpe Ave, Anaheim, CA 92801 * Phone 714.782,9640 * Fex 714.783.3023

2026-2027



MECHANICAL RATES

South Coast develops innovative building solutions for property managers, businesses, building owners and developers. Together, we maintain, repair and install most HVAC equipment that creates an efficient, reliable solution for virtually any commercial building.

A list of the services South Coast Mechanical provides is as follows:

Maintenance

- > Technicians on call 24/7, 365 day a year
- Custom Maintenance contracts
- > System Diagnosis

- Specializing in Building Automation Systems (BAS).
- > LON, BACNET & N2 protocols.

Retrofit & Construction

- > HVAC Retrofit
- > Piping
- > Duct work

Chillers/Cooling Towers/Pumps

- > Replace
- > Repair
- > Rebuild

FEE SCHEDULE

| | Straight time | Overtime | Double Time |
|-------------------|---------------|----------|-------------|
| Hourly Rate: | \$183.00 | \$274.50 | \$366.00 |
| Controls Rate: | \$210.00 | \$315.00 | \$420.00 |
| Chiller Services: | \$210.00 | \$315.00 | \$420.00 |

Vehicle and Environmental Charge: \$155.00

- to Vehicle and Environmental Charge it based on per whicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
 Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements, exceed the coverage normally carried by South Costs Mechanics, inc. will be passed on directly to the client.
- # Any contracts required by either party must be agreed upon and signed before commencement of work.

 # Rates are subject to change with given 30-day notice.

 # Licenser, Fermits, etc. required will be paid by the client.

 # Payment Terms are net 30-day.

South Coast Mechanical, Inc.

800 E. Orangethorpe Ave, Anaheim, CA 92801 * Phone 714.782.9540 * Fex 714.783.3023

Preventative Maintenance and Service Agreement

In accordance with the specifications described herein; and in accordance with the terms and conditions set forth in this agreement, and in accordance with other attachments which are made a part of this agreement:

Maintenance shall commence in TBD

| Year 1 - Annual fee of: | \$28,870.00 |
|-------------------------|-------------|
| Year 2 - Annual fee of: | \$30,314.00 |
| Year 3 - Annual fee of: | \$31,830.00 |

This agreement shall be in effect for one (1) year and continue to be in effect yearly unless either party provides written sotice to the other party of an intention not to renew, sixty (60) days prior to work being commenced via written communication. The work will be performed during regular business hours. Due to foreseen labor and material increases, South Coast Facility Services reserves the right to increase the total contract price by 5% each year to subsidize these costs. If the contract is cancelled prior to a one-year period, additional costs may apply and will be reimbursable to South Coast Facility Services.

South Coast Facility Services agrees to provide repair service to City of Laundels twenty-four (24) hours per day, seven (7) days per week at the South Coast Facility Services prevailing labor rate and subject to a Environmental Fee/Truck Charge. All repair service shall be billed separately of the maintenance program agreement and shall not be deemed or considered a part of the preventative maintenance program. It is further agreed that City of Laundels shall be billed for all components and materials required to successfully complete such repairs.

Specification – Please Note: South Coast Facility Services will assume all equipment is accessible with each visit and will not relocate any material, product, furniture, or other objects to obtain access to equipment. If for any reason there are any accessibility or other unforescen parameters in which would incur additional costs, South Coast Facility Services will advise the client and provide additional costs separately or as change order. In addition, the equipment list provided is incomplete and if additional costs are incurred outside of budget allocated for services or any specifications, South Coast Facility Services will advise the client and provide additional costs separately or as a change order.

Exclusions to the Preventative Maintenance Program include but are not limited to: Overtime/Afterhours/Holiday Labor, filters, specialized testing or tab samples, labeling, pressure testing, leak testing, repairs, Existing Design Issues, Existing System Issues, troubleshooting, Service Calls, COVID Testing, additional cleaning, Engineering, Drawings, Permits, 3rd Party Inspections, any warranties, water balancing, controls, software, equipment replacement, new insulation or insulation sepairs, integrity of existing equipment, water treatment, refrigerant or other chemicals/liquids, hazardous material bandling or abatement, badging requirements, parking, any other work outside of Schedule A - Equipment & Schedule B - Tasking, any other work not specified in tasking below. No other work is implied.

| Agreed and Accepted | Agreed and Accepted | |
|-------------------------------------|---------------------|-----|
| South Coast Mechanical, LLC | City of Lawndale | |
| Ву: | Ву: | |
| Kyle Stuckenberg – Account Manager | Print Name | |
| kstuckenberg@scfacilityservices.com | Title | 0.5 |
| (714) 782-9640 | Date | |
| | Purchase Order # | |

Note: Due to volatile nuariest of commodity items each as steel and copper, this price is only honored for 15 days from the proposal date. Any authorization to proceed beyond that date will be subject to a rebid process.

Attachment A

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Not applicable



CITY OF LAWNDALE MANAGER'S REPORT MEMORANDUM

DATE:

December 4, 2024

TO:

Honorable Mayor and City Council

VIA:

Sean M. Moore, City Manager

FROM:

Yvette Palomo, Assistant City Clerk

Vanesa Alvarez, Administrative Assistant

SUBJECT: Request for Proposal: On-Call HVAC Preventative Maintenance &

Repair at City Facilities, BN-2411-33

The deadline for submission of proposals for On-Call HVAC Preventative Maintenance & Repair at City Facilities, BN-2411-33, was today, December 4, 2024. Shortly after the deadline, proposals from four (4) companies were opened in my office. We retained the original proposals and forwarded copies to the Public Works Department for evaluation. The results of the proposal opening were posted on the City's website and are forwarded to the City Council for their information.

In accordance with normal procedure, the City Clerk Department will not allow inspection of the proposals or release copies to the public until the Public Works Department has finalized its recommendation for the award of the contract. Proposals will be considered public records once the agenda for that meeting has been posted.

CITY OF LAWNDALE **CITY CLERK DEPARTMENT** PROPOSAL OPENING LOG SHEET

SERVICES SOUGHT:

On-Call HVAC Preventative Maintenance &

Repair at City Facilities, BN-2411-33

SUBMISSION DEADLINE: December 4, 2024, 2:00 p.m.

COMPANIES SUBMITTING PROPOSALS

(Listed in the order received)

- 1. Mesa Energy Systems, Inc.
- 2. Creative Air Mechanical Services
- 3. South Coast Mechanical, LLC
- 4. Element Mechanical Services

I, Yvette Palomo, Assistant City Clerk, hereby certify that proposals for the above-mentioned services were received no later than the time and, in the place, designated in the Request for Proposals for the opening of said proposals, and that the above summary of the proposal opening is a true and correct representation of that action.

Dated: December 4, 2024



PROPOSAL #KS-12424KS 12/4/2024

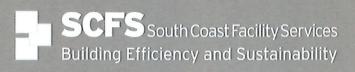
PREVENTATIVE MAINTENANCE PROPOSAL

LOCATION

City of Lawndale 4722 Manhattan Beach Blvd Lawndale, CA 90260

QUOTED TO

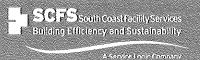
Office of the City Clerk Yvette Palomo



A Service Logic Company

CONTACT

Kyle Stuckenberg 714.613.3195 kstuckenberg@scfacilityservices.com



Date: 12/3/24

City of Lawndale
4722 Manhattan Beach Blvd
Lawndale, CA 90260

Subject:

RFP#2411-33, HVAC Preventative Maintenance and Repair at City Facilities

Locations:

All Applicable Locations

Ms. Palomo,

South Coast Facility Services is pleased to have this opportunity to present our proposal for a quarterly Preventative Maintenance Program and training of *City of Lawndale* maintenance staff.

Each of our clients is unique and requires a carefully planned preventative maintenance program to meet their special and specific needs based upon their own requirements.

South Coast Facility Services has developed this program for you after completion of a thorough survey and analysis of your heating, ventilating and air conditioning system, in addition to our discussions with you to evaluate your individual needs and requirements.

The effectiveness of a preventative maintenance program can be measured in myriad ways. Surely, not the least of these is facility comfort and incidence of system failure. South Coast Facility Serivces service is designed to increase the former and reduce the latter. We will provide confidence and peace of mind in your critical systems.

South Coast Facility Services has been providing clients with unequaled service for 15 over years to meet these goals as well as individual needs. Our dedication to customer satisfaction is unparalleled. We continue to strive to develop new and innovative ways to meet your needs now and in the future.

Your HVAC system represents a major investment and South Coast Facility Services is the right contractor to provide effective maintenance, repair, engineering, design, installation, electrical service and system analysis. We look forward to partnering with you to care for your facilities systems!

Preventative maintenance and repair service will be provided at:

City of Lawndale



Preventative Maintenance and Service Agreement

In accordance with the specifications described herein; and in accordance with the terms and conditions set forth in this agreement; and in accordance with other attachments which are made a part of this agreement:

Maintenance shall commence in TBD

| Quarterly fee of: | \$7,217.50 |
|-------------------|-------------|
| Annual fee of: | \$28,870.00 |

This agreement shall be in effect for one (1) year and continue to be in effect yearly unless either party provides written notice to the other party of an intention not to renew, sixty (60) days prior to work being commenced via written communication. The work will be performed during regular business hours. Due to foreseen labor and material increases, South Coast Facility Services reserves the right to increase the total contract price by 5% each year to subsidize these costs. If the contract is cancelled prior to a one-year period, additional costs may apply and will be reimbursable to South Coast Facility Services.

South Coast Facility Services agrees to provide repair service to *City of Lawndale* twenty-four (24) hours per day, seven (7) days per week at the South Coast Facility Services prevailing labor rate and subject to a Environmental Fee/ Truck Charge. All repair service shall be billed separately of the maintenance program agreement and shall not be deemed or considered a part of the preventative maintenance program. It is further agreed that *City of Lawndale* shall be billed for all components and materials required to successfully complete such repairs.

Specification – Please Note: South Coast Facility Services will assume all equipment is accessible with each visit and will not relocate any material, product, furniture, or other objects to obtain access to equipment. If for any reason there are any accessibility or other unforeseen parameters in which would incur additional costs, South Coast Facility Services will advise the client and provide additional costs separately or as change order. In addition, the equipment list provided is incomplete and if additional costs are incurred outside of budget allocated for services or any specifications, South Coast Facility Services will advise the client and provide additional costs separately or as a change order.

Exclusions to the Preventative Maintenance Program include but are not limited to: Overtime/Afterhours/Holiday Labor, filters, specialized testing or lab samples, labeling, pressure testing, leak testing, repairs, Existing Design Issues, Existing System Issues, troubleshooting, Service Calls, COVID Testing, additional cleaning, Engineering, Drawings, Permits, 3rd Party Inspections, any warranties, water balancing, controls, software, equipment replacement, new insulation or insulation repairs, integrity of existing equipment, water treatment, refrigerant or other chemicals/liquids, hazardous material handling or abatement, badging requirements, parking, any other work outside of Schedule A - Equipment & Schedule B - Tasking, any other work not specified in tasking below. No other work is implied.

| Agreed and Accepted | Agreed and Accepted |
|---------------------------------------------------------------------------------------|-----------------------------|
| South Coast Mechanical, LLC | City of Lawndale |
| By: | By: |
| Kyle Stuckenberg – Account Manager kstuckenberg@scfacilityservices.com (714) 782-9640 | Print Name Title Date |
| | Purchase Order # |

Note: Due to volatile market of commodity items such as steel and copper, this price is only honored for 15 days from the proposal date. Any authorization to proceed beyond that date will be subject to a rebid process.



$\underline{Schedule\ A-Equipment\ Schedule}$

| Area Serves | Unit Make | Model # | Serial # |
|-----------------------------|-----------|-------------------|-----------------|
| City Hall | York | YCAL0033EE17 | 11531D53620281 |
| Municipal Services/Cable TV | York | YCAL0033EE46 | 11531D53620280 |
| Community Center | McQuay | RDT110DLY | FBOU11040136700 |
| Public Works (Bldg 1) | York | D7NX024D05606NXYA | W1A5437059 |
| Public Works (Bldg 2) | Carrier | 50SZ-030301 | 3407G31047 |
| William Green Park | Carrier | 50\$Z-048501 | 3208G21368 |
| Hogan Park | Fujitsu | AOU18RLFC | LPN006313 |



Schedule B – Tasking Schedule

2.4 City Proposed Scope of Services

The Scope of Work shall include, but not limited to the following tasks:

Task 1- Routine Inspections & Preventative Maintenance

- Quarterly Inspections: Perform inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems, on a quarterly basis.
- Visual Checks: Conduct visual checks for any signs of wear, damage, or leaks.
- Operational Tests: Test the operation of HVAC systems to ensure they are functioning properly.



Task 2- Cleaning and Maintenance

- Filter Replacement: Replace air filters on a quarterly basis or as needed.
- Coll Cleaning: Clean evaporator and condenser coils semi-annually to ensure efficient heat transfer.
- Duct Cleaning: Clean air ducts annually to remove dust, debris, and contaminants.
- Drain Line Maintenance: Inspect and clean drain lines annually to prevent clogs and water damage.

Task 3- Lubrication and Adjustments

- Lubrication: Lubricate moving parts semi-annually, such as motors and fans, to reduce wear
 and extend the life of the equipment.
- Bell Adjustments: Check and adjust belts semi-annually for proper tension and alignment.
- **Thermostat Calibration**: Calibrate thermostats annually to ensure accurate temperature control.

Task 4- Testing and Calibration

- Refrigerant Levels: Check and adjust refrigerant levels semi-annually to maintain optimal system performance.
- **System Calibration**: Calibrate control systems and sensors semi- annually to ensure accurate operation.
- Safety Checks: Perform safety checks on all HVAC equipment annually to ensure compliance with safety standards.

Task 5- Minor Repairs and Replacements

- Component Replacement: Replace worn or damaged components, such as belts, filters, and fuses, as needed.
- Leak Repairs: Detect and repair minor refrigerant leaks to maintain system efficiency.

Task 6- Reporting and Documentation

- **Maintenance Logs**: Maintain detailed logs of all maintenance activities, including dates, tasks performed, and any issues identified. The log is to be retained at the City.
- Inspection Reports: Provide comprehensive inspection reports with recommendations for any



Task 7- Preventative Maintenance

- **Scheduled Inspections**: Conduct regular inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems.
- Cleaning: Clean and replace filters, coils, and other components to ensure efficient operation.
- Lubrication: Lubricate moving parts to reduce wear and extend the life of the equipment.
- **Testing and Calibration**: Test and calibrate thermostats, sensors, and control systems to ensure accurate operation.
- Refrigerant Management: Check and manage refrigerant levels to prevent leaks and ensure
 optimal performance.
- **Documentation**: Maintain detailed records of all maintenance activities, including dates, tasks performed, and any issues identified.

Task 8- Corrective Maintenance

- **Diagnostic Services**: Diagnose and troubleshoot issues with HVAC systems, including unusual noises, inefficient operation, and system failures.
- Repairs: Perform necessary repairs to restore HVAC systems to proper working condition, including parts replacement and system adjustments.
- **Emergency Services**: Provide 24/7 emergency repair services to address critical HVAC failures promptly.

Task 9- Performance Optimization

- Energy Efficiency Audits: Conduct periodic audits semi-annually to assess and improve the energy efficiency of HVAC systems.
- System Upgrades: Recommend and implement upgrades semi-annually to HVAC systems to enhance performance and efficiency



3.2.1 Cover Letter

South Coast Mechanical, LLC

800 E. Orangethorpe Ave Anaheim, CA 92801 12/04/2024

Dear Yvette Palomo,

Subject: Proposal Submission for RFP#2411-33

On behalf of South Coast Mechanical, LLC, I am pleased to submit our proposal for RFP#2411-33 as outlined in your Request for Proposals (RFP). South Coast Mechanical is a MEP Contractor, leading provider of commercial HVAC services with over 20 years of experience delivering efficient, cost-effective solutions to municipalities and businesses across Southern California.

Authorized Representative Contact Information:

Authorized Representative: Ryan Calvert, Chief Sales Officer

o Email: Rcalvert@scfacilityservices.com

o Phone: 714-782-9640 ext. 208

Contract Manager Contact Information:

Day-to-Day Contact (Contract Manager): Devin Anderson, Account Manager

o Email: Danderson@scfacilityservices.com

o Phone: 714-782-9640 ext. 234

As your dedicated point of contact, Devin Anderson will manage all task orders, coordinate with task-specific project managers and subcontractors, and ensure the highest levels of quality, efficiency, and responsiveness throughout the project lifecycle.

We understand the scope of work outlined in the RFP and are fully prepared to provide services described in the RFP.

Additionally, we acknowledge receipt of all addendums issued for this RFP.

Thank you for considering our submission. We are excited about the opportunity to partner with the City of Lawndale and bring our expertise to this important initiative. Please do not hesitate to contact me directly if you have any questions or require additional information.

Sincerely,
Kyle Stuckenberg
MSR
South Coast Mechanical, LLC
Kstuckenberg@scfacilityservices.com
714-782-9640 ext. 238



3.2.2 Firm Profile

South Coast Mechanical, LLC 800 E Orangethorpe Ave Anaheim, CA 92801

Primary Point of Contact:

Name: Devin AndersonAddress: Same as above

• Email: Danderson@scfacilityservices.com

• Telephone: 714-782-9640 ext. 234

Business Information:

• Type of Business Entity: S Corporation

• Federal Employer I.D. Number (EIN): 050613326

• Ownership Information:

o Owned by Service Logic

Company Profile:

• Years in Business: 20 Years

Years of Relevant Experience: 20 Years

• Services Provided: Mechanical, Electrical & Plumbing

Contract History:

• Failures or Refusals to Complete a Contract:

o No Failures or refusals.



3.2.3 Project Understanding & Approach to Scope of Work

South Coast Mechanical, LLC understands the critical role an efficient and reliable HVAC system plays in supporting the City's operations. This project involves providing professional commercial HVAC services, including maintenance and system assessments to ensure the City's facilities operate at peak performance. We are well-versed in State, County, and Local requirements, including compliance with energy efficiency standards like Title 24, environmental regulations, and safety protocols. Our team has extensive experience managing HVAC systems in public and municipal facilities, ensuring they meet the highest standards for energy efficiency, sustainability, and occupant comfort. Our goal is to deliver tailored solutions that reduce energy consumption, minimize downtime, and extend the lifespan of the City's HVAC assets while adhering to budgetary and timeline expectations.

Organizational Chart

Below is the proposed organizational structure for this project:

- Michelle Santangelo, Project Manager
 - o Oversees all project aspects, coordinates with City representatives, and ensures compliance with project timelines and objectives.
- Miguel De Los Santos, Lead HVAC Technician
 - Responsible for system assessments, diagnostics, and the execution of repairs, installations, and upgrades.
- Devin Anderson, Account Manager
 - o Responsible for day-to-day tasks and will be the main point of contact.

Approach to Work Program

Our approach to providing commercial HVAC services for the City focuses on delivering efficient, reliable, and sustainable solutions while actively engaging stakeholders and the community throughout the project lifecycle. Proposed Approaches and Techniques for Stakeholder and Community Engagement

- 1. Stakeholder Input Sessions
 - o Host regular meetings with City representatives, facility managers, and key stakeholders to gather insights into HVAC needs, priorities, and concerns.
 - Use surveys or feedback forms to identify specific issues related to energy use, comfort, and system performance in City facilities.
- 2. Community Engagement Strategies
 - o Conduct workshops or public forums to educate the community on energy-efficient HVAC solutions and how they contribute to sustainability goals.
 - o Share updates on project progress and milestones through newsletters, the City's website, or public bulletins.
 - o Highlight benefits to the community, such as improved air quality, reduced environmental impact, and cost savings for taxpayers.
- 3. Collaboration with Industry Experts
 - o Partner with local experts, energy providers, or environmental organizations to align project outcomes with broader community goals, such as reducing greenhouse gas emissions or achieving LEED certifications for City facilities.



Proposed Approach to Required and Optional Tasks Required Tasks:

- 1. System Assessments and Diagnostics
 - o Perform thorough evaluations of existing HVAC systems, including energy usage, system performance, and compliance with state and local standards.
 - o Utilize advanced diagnostic tools to identify inefficiencies or areas requiring improvement.
- 2. Preventative Maintenance and Repairs
 - o Develop and execute a preventative maintenance schedule tailored to the City's HVAC assets.
 - Conduct on-site repairs with minimal disruption to facility operations, ensuring all work complies with safety and environmental standards.
- 3. Equipment Upgrades and Installations
 - Replace outdated systems with energy-efficient models that meet or exceed California Title 24 requirements.
 - o Work with existing building automation systems to optimize performance and energy use.

Optional Tasks:

- 1. Future-Proofing Solutions
 - o Offer scalable HVAC system designs to accommodate potential facility expansions or changes in usage.
 - o Include options for renewable energy integration.
- 2. Training and Education
 - o Provide training sessions for City staff on maintaining and operating HVAC systems to maximize efficiency and lifespan.
 - o Develop easy-to-understand maintenance manuals and quick-reference guides for facility managers.
- 3. Emergency Response Services
 - o Offer rapid-response teams for HVAC emergencies, ensuring minimal downtime and immediate restoration of critical systems.

Additional Tasks and Services

- Carbon Footprint Analysis
 - Evaluate the environmental impact of current HVAC systems and propose strategies to minimize emissions.
- Public Communication Materials
 - Develop informative materials, such as fact sheets or online resources, to communicate project outcomes and benefits to the public.



3.2.4 Project Management Plan

Scheduling and Communication Approach

Scheduling

South Coast Mechanical, LLC prioritizes efficient project delivery through a clear and adaptable scheduling strategy.

- 1. Detailed Scheduling Framework
 - o Develop a comprehensive project schedule at the outset, detailing key milestones, tasks, and deadlines.
 - o Align the schedule with the City's operational needs, identifying critical path activities to ensure timely delivery.
- 2. Flexibility in Execution
 - o Schedule work during off-peak hours or weekends to minimize disruption to City operations and community activities, if needed.
 - o Incorporate contingency plans to account for unforeseen delays, such as weather conditions or supply chain challenges.
- 3. Progress Monitoring
 - o Use advanced project management tools for real-time tracking and reporting.
 - o Conduct monthly or quarterly progress reviews with the City to ensure alignment with goals and timelines.

Communication Approach

Seamless communication is essential for the success of any project. Our communication strategy ensures clarity, transparency, and responsiveness:

- 1. Single Point of Contact
 - Assign a dedicated Account Manager (Devin Anderson) as the central POC between the City, the community, and our team. He will oversee all aspects of communication, scheduling, and task management.
- 2. Regular Updates
 - o Provide service reports after each completed task.
 - o Have regular check-in meetings with City representatives to address questions, concerns, or adjustments to the project plan.
- 3. Community Engagement
 - o Offer educational sessions to inform the community about the benefits and impacts of the HVAC improvements.

Quality Assurance/Quality Control Approach

OA/OC Processes

Our rigorous QA/QC processes are designed to ensure that all work adheres to the highest industry standards and exceeds client expectations:

- 1. Pre-Project Planning
 - o Develop a customized QA/QC plan outlining specific procedures, benchmarks, and performance standards for the project.
 - o Define clear roles and responsibilities for all team members to ensure accountability.
- 2. On-Site Inspections and Testing
 - o Perform regular on-site inspections to verify that work is being executed according to specifications, safety protocols, and industry standards.



 Utilize advanced diagnostic tools to test HVAC systems for performance, efficiency, and compliance with local codes.

3. Performance Audits

- o Conduct periodic audits during the project to evaluate progress against quality benchmarks and adjust as needed.
- Review and document all work to ensure that installations, repairs, and upgrades are completed to specifications.

Ensuring High-Quality Work from Personnel

1. Highly Skilled Staff

- Have experienced and certified HVAC technicians who are trained in the latest industry practices and technologies.
- Provide ongoing professional development and training to ensure all personnel remain up-to-date on new regulations and techniques.

2. Accountability Measures

- o Assign team leads responsible for verifying the quality of work at each stage of the project.
- o Implement a peer review system where senior technicians review and approve work completed by team members.

3. Documentation and Reporting

- o Maintain comprehensive records of all QA/QC inspections, tests, and corrective actions.
- Provide detailed final reports, including system performance metrics, compliance verification, and recommendations for future maintenance.

0

By integrating robust QA/QC processes, a proactive communication strategy, and adaptive scheduling, South Coast Mechanical, LLC ensures a smooth, efficient, and high-quality delivery of HVAC services for the City.



3.2.5 Experience and Qualifications

Experience & References:

1. City of Mission Viejo

Contact: Chris Covellone

ccovellone@cityofmissionviejo.org

949-616-4201

Services Provided: Preventative Maintenance & Projects

2. Stars Behavioral Health Group

Contact: Andrew Walden

awalden@starsinc.com

714-469-4125

Services Provided: Preventative Maintenance & Projects

3. Kite Pharmaceuticals

Contact: Corey Parker

cparker4@kitepharma.com

949-545-4962

Services Provided: Preventative Maintenance & Projects

4. College Medical Center

Contact: Travis Roper

troper@collegemedicalcenter.com

562-997-2572

Services Provided: Preventative Maintenance & Projects

5. Hustler/Lucky Lady Casinos

Contact: Radhi Ahmed

radhia@hustlercasinola.com

347-755-5771

Services Provided: Preventative Maintenance & Projects



- **Experience and Qualifications of Key Personnel**
- Available if Awarded

Assignment of Key Personnel

South Coast Mechanical, LLC is fully committed to maintaining the continuity of the key personnel identified in our Organizational Chart for the entire duration of the project. We understand the City's preference for consistent team assignments and the importance of preserving institutional knowledge and efficiency throughout the project lifecycle.

Availability of Key Personnel

The following key personnel are allocated and committed to this project:

- Devin Anderson, Account Manager: Available 75% for this project to oversee all phases, ensuring adherence to scope, schedule, and quality standards. Devin will serve as the primary point of contact with the City and will manage day-to-day coordination.
- Miguel De Los Santos, Lead HVAC Technician: Dedicated full-time to this project, performing all diagnostics, maintenance, and system installations on-site.
- Additional Support Staff:
 - o Michelle Santangelo, Project Manager: Assigned to oversee any future projects or installation.

Policy on Substitution of Key Personnel

We understand and respect the City's requirement that substitutions of key personnel must be avoided whenever possible. In the unlikely event that a substitution becomes necessary due to circumstances beyond our control (e.g., health issues, departure from the firm), the following steps will be taken:

- 1. Notification and Justification
 - The City's project manager will be notified immediately, and a formal request for substitution will be submitted, providing a clear justification for the change.
- 2. Qualifications of the Substitute
 - o Any proposed substitute will possess equivalent or higher qualifications and experience compared to the original personnel, ensuring no compromise in the project's quality or expertise.
- 3. Transition Plan
 - A detailed transition plan will be prepared and presented to the City's project manager. This plan will include:
 - Handoff procedures for ongoing tasks and responsibilities.
 - Introduction and onboarding of the new personnel to ensure seamless integration.
 - Updated schedules and communication adjustments to maintain project momentum.

Commitment to Continuity

Our team recognizes the value of consistent and experienced leadership throughout the project. The individuals assigned to this project are highly qualified, and their availability has been confirmed to avoid disruptions to the City's goals. Any changes, if necessary, will be carefully managed to ensure the project remains on track without compromising quality or timelines. South Coast Mechanical, LLC appreciates the City's trust in our team and remains dedicated to upholding this standard of commitment and professionalism.



3.2.5 Required Forms

Attached



6.3 Required Forms

6.3.1 Certification of Proposal

Signature of Authorized Representative:

Printed Name and Title:

RFP #: RFP#2411-33

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

- Proposer declares and warrants that no elected or appointed official, officer or employee
 of the City has been or shall be compensated, directly or indirectly, in connection with this
 proposal or any work connected with this proposal. Should any agreement be approved
 in connection with this Request for Proposal, Proposer declares and warrants that no
 elected or appointed official, officer or employee of the City, during the term of his/her
 service with the City shall have any direct interest in that agreement, or obtain any present,
 anticipated or future material benefit arising therefrom.
- 2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6. The proposal shall be valid for 90 days from the date of submittal.

| 7. | 7. Proposer acknowledges that the City may issue addendums related to this RFP and the proposer has reviewed the following addendums which have been issued: | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| | Addendum: | | |
| 8. | Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal. | | |

PROJECT NO. 2411-33



6.3.2 Non-Collusion Affidavit

RFP #: <u>RFP#24</u>11-33

The undersigned declares states and certifies that:

- 1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This proposal is genuine and not collusive or sham.
- 3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Lawndale or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
- 7. I have not entered into any arrangement or agreement with any City of Lawndale public officer in connection with this proposal.
- 8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative:

Printed Name and Title:

Ryw Column CSO

PROJECT NO. 2411-33



6.3.3 Compliance with Insurance Requirements

RFP #: RFP#2411-33

The selected proposer will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

- 1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
- 2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Printed Name and Title:

PROJECT NO. 2411-33



6.3.4 Acknowledgement of Professional Services Agreement

Sample Professional Services Agreement.

RFP #: RFP#2411-33

The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's

| | • |
|----|------------------------------------------------------------------------------------------------------------------|
| 2. | Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows: |
| | |
| | |
| | |
| | |

| Signature of Authorized Representative: | |
|-----------------------------------------|--|
| 1111 | |
| Printed Name and Title: | |
| Ryan Colvert Cso | |
| Kyn Charl | |



3.2.5 Fee Schedule

Refer to Page 3
Rates Below

2024-2025



MECHANICAL RATES

South Coast develops innovative building solutions for property managers, businesses, building owners and developers. Together, we maintain, repair and install most HVAC equipment that creates an efficient, reliable solution for virtually any commercial building.

A list of the services South Coast Mechanical provides is as follows:

Maintenance

- ➤ Technicians on call 24/7, 365 day a year
- Custom Maintenance contracts
- System Diagnosis

Controls

- Specializing in Building Automation Systems (BAS).
- > LON, BACNET & N2 protocols.

Retrofit & Construction

- > HVAC Retrofit
- > Piping
- > Duct work

Chillers/Cooling Towers/Pumps

- > Replace
- > Repair
- > Rebuild

FEE SCHEDULE

| | Straight time | Overtime | Double Time |
|-------------------|---------------|----------|--------------------|
| Hourly Rate: | \$165.00 | \$247.50 | \$330.00 |
| Controls Rate: | \$190.00 | \$285.00 | \$380.00 |
| Chiller Services: | \$190.00 | \$285.00 | \$380.00 |

Vehicle and Environmental Charge: \$135.00

- · Vehicle and Environmental Charge is based on per vehicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements.
 exceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- . Rates are subject to change with given 30-day notice.
- · Ucenses, Permits, etc. required will be paid by the client.
- · Payment Terms are net 30-days.

South Coast Mechanical, Inc.

800 E. Orangethorpe Ave, Anaheim, CA 92801 * Phone 714.782.9640 * Fax 714.783.3023



Terms and Conditions

- a) <u>Engagement of Services:</u> Once the customer authorizes work, South Coast Mechanical (referred to as "SCM") is committed to certain "ramp up" expenses both direct and indirect (i.e., specific training, travel, special tools, materials, project management, etc.), which are generally priced into the entire scope of the project. If the project is canceled, delayed, or significantly changed through no fault of SCM, these expenses will be due and payable to SCM on a pro-rata basis. Any such requests for reimbursement of these expenses will be itemized and defined.
- b) <u>Changes to Scope of Work:</u> SCM will notify the customer if there is a material change to the scope of work that will require SCM to expend more monies than originally budgeted. The customer agrees to pay SCM for such expenses plus reasonable profit and overhead if the customer desires to continue under the changed Scope of Work.
- c) <u>Permits and Taxes:</u> Permits are not included unless specifically noted otherwise. Permits, inspection fees, drawings, etc., will be provided by SCM at the cost of obtaining them. Taxes are not included in the proposed price unless specifically noted otherwise.
- d) <u>South Coast Mechanical Employees</u>: The customer agrees that it shall not hire any employee of SCM who is currently working on a project for the customer, or any employee of South Coast who has worked on a project for the customer within the last twelve months. The customer further agrees not to hire any former SCM employee that performed any work on a project for the customer at any time within the prior twelve months. The customer agrees and understands that this provision is necessary so that SCM can protect its investment of time and money in its employees, as well as any confidential or proprietary information known by its employees.
- e) <u>Payment Terms:</u> Standard payment terms are net due in (30) days from invoice date unless stated differently on the front of this proposal. A service charge may be charged on all past due amounts. Charges are computed at the lower of 1.5% per month or the maximum allowed by law. Amounts will be considered past due (30) days after date of invoice. You may avoid a service charge or additional service charges upon payment at any time of the unpaid balance.
- f) Warranty: SCM will warranty all labor and material furnished and installed by SCM, excluding lamps and fuses, on all mechanical service work for one (1) year. SCM will honor the manufacturer's warranty on all other products furnished by SCM. South Coast Mechanical must be notified of any potential warranty work. The disposition of the work in question will be determined by or its approved affiliate. Any alleged warranty work done by others will not be paid for by SCM.
- g) <u>Indemnity:</u> The customer agrees to defend and indemnify SCM from any and all third-party claims, demands, actions, lawsuits, liability, damages and/or costs, including reasonable attorneys' fees and expert fees, arising out of or relating to South Coast Mechanical's work under this agreement or the Scope of Work under this agreement, unless claims relate to negligent acts of SCM or others hired by SCM.
- h) <u>Attorneys' Fees:</u> If SCM is required to hire attorneys to collect amounts owed under this agreement, the customer agrees to reimburse SCM for attorneys' fees, expert fees and other legal expenses that it may incur to collect such amount.
- i) <u>Incorporation by Reference</u>: Unless expressly agreed in writing otherwise, these Standard Terms and Conditions are a part of, and hereby incorporated by reference, to all Proposals submitted by SCM to the customer and Credit Agreement signed by the customer, and all terms and conditions of any such Proposals or Credit Agreements.
- j) <u>Confidentiality Notice</u>: The information contained in this proposal and any attachments is considered a confidential and/or privileged communication between SCM and proposed Company.
- k) THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY: Given the existence of the coronavirus pandemic, South Coast Mechanical will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, South Coast Mechanical reserves its right to seek an excusable extension of time if South Coast Mechanical or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract, we intend to seek additional costs associated with the suspension.
- l) <u>CANCELLATIONS</u>: This contact will auto-renew annually unless notice to change or cancel is provided in writing thirty (30) days before contract renewal date.
- *Exceptions apply to 1 Year Warranty, contact account executive for comprehensive details.

End of Terms and Conditions

COST PROPOSAL



3.2.7 Fee Schedule

South Coast Mechanical, LLC

In accordance with the specifications described herein; and in accordance with the terms and conditions set forth in this agreement; and in accordance with other attachments which are made a part of this agreement:

Maintenance shall commence in TBD

| Quarterly fee of: | \$7,217.50 |
|-------------------|-------------|
| Annual fee of: | \$28,870.00 |

This agreement shall be in effect for one (1) year and continue to be in effect yearly unless either party provides written notice to the other party of an intention not to renew, sixty (60) days prior to work being commenced via written communication. The work will be performed during regular business hours. Due to foreseen labor and material increases, South Coast Facility Services reserves the right to increase the total contract price by 5% each year to subsidize these costs. If the contract is cancelled prior to a one-year period, additional costs may apply and will be reimbursable to South Coast Facility Services.

South Coast Facility Services agrees to provide repair service to *City of Lawndale* twenty-four (24) hours per day, seven (7) days per week at the South Coast Facility Services prevailing labor rate and subject to a Environmental Fee/ Truck Charge. All repair service shall be billed separately of the maintenance program agreement and shall not be deemed or considered a part of the preventative maintenance program. It is further agreed that *City of Lawndale* shall be billed for all components and materials required to successfully complete such repairs.

Specification – Please Note: South Coast Facility Services will assume all equipment is accessible with each visit and will not relocate any material, product, furniture, or other objects to obtain access to equipment. If for any reason there are any accessibility or other unforeseen parameters in which would incur additional costs, South Coast Facility Services will advise the client and provide additional costs separately or as change order. In addition, the equipment list provided is incomplete and if additional costs are incurred outside of budget allocated for services or any specifications, South Coast Facility Services will advise the client and provide additional costs separately or as a change order.

Exclusions to the Preventative Maintenance Program include but are not limited to: Overtime/Afterhours/Holiday Labor, filters, specialized testing or lab samples, labeling, pressure testing, leak testing, repairs, Existing Design Issues, Existing System Issues, troubleshooting, Service Calls, COVID Testing, additional cleaning, Engineering, Drawings, Permits, 3rd Party Inspections, any warranties, water balancing, controls, software, equipment replacement, new insulation or insulation repairs, integrity of existing equipment, water treatment, refrigerant or other chemicals/liquids, hazardous material handling or abatement, badging requirements, parking, any other work outside of Schedule A - Equipment & Schedule B - Tasking, any other work not specified in tasking below. No other work is implied.

| Agreed and Accepted | Agreed and Accepted | |
|-------------------------------------|---------------------|--|
| South Coast Mechanical, LLC | City of Lawndale | |
| Ву: | By: | |
| Kyle Stuckenberg – Account Manager | Print Name | |
| kstuckenberg@scfacilityservices.com | Title | |
| (714) 782-9640 | Date | |
| | Purchase Order # | |

Note: Due to volatile market of commodity items such as steel and copper, this price is only honored for 15 days from the proposal date. Any authorization to proceed beyond that date will be subject to a rebid process.



MECHANICAL RATES

South Coast develops innovative building solutions for property managers, businesses, building owners and developers. Together, we maintain, repair and install most HVAC equipment that creates an efficient, reliable solution for virtually any commercial building.

A list of the services South Coast Mechanical provides is as follows:

Maintenance

- Technicians on call 24/7, 365 day a year
- Custom Maintenance contracts
- > System Diagnosis

Controls

- Specializing in Building Automation Systems (BAS).
- ➤ LON, BACNET & N2 protocols.

Retrofit & Construction

- > HVAC Retrofit
- Piping
- Duct work

Chillers/Cooling Towers/Pumps

- > Replace
- Repair
- Rebuild

FEE SCHEDULE

| | Straight time | <u>Overtime</u> | <u>Double Time</u> |
|-------------------|---------------|-----------------|--------------------|
| Hourly Rate: | \$165.00 | \$247.50 | \$330.00 |
| Controls Rate: | \$190.00 | \$285.00 | \$380.00 |
| Chiller Services: | \$190.00 | \$285.00 | \$380.00 |

Vehicle and Environmental Charge: \$135.00

- Vehicle and Environmental Charge is based on per vehicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements.
 exceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- Rates are subject to change with given 30-day notice.
- Licenses, Permits, etc. required will be paid by the client.
- > Payment Terms are net 30-days.



PLUMBING SERVICES & RATES

SERVICE * MAINTENANCE * INSTALLATION

PLUMBING

-BACKFLOW VALVES & PRV

-SNAKE, CAMERA, JETTING

-WATER CHLORINATION

-PROPRESS FITTINGS

-EMERGENCY LEAK & BACKUP REPAIRS

-WELDING SHOP

-CHW/ HHW/ STEAM/ STORM/ VENT PIPING SYSTEMS

FEE SCHEDULE

| Hourly Rate: (4 hour minimum) Specialty Tool Charge: | Straight time \$158.00 | Overtime/Emergency \$237.00 |
|-------------------------------------------------------|---------------------------|--------------------------------|
| Camera Use | \$100.00 | |
| Jeter Use | \$350.00 | |
| Cable Snake (up to 20') | \$100.00 | |
| Vehicle and Environmental Charge: | \$125.00 | |

- Vehicle and Environmental Charge is based on per vehicle per day.
- Minimum charge per callout/cancellation is equal to 2 hours of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements.
 exceed the coverage normally carried by South Coast Mechanical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- Rates are subject to change with given 30-day notice.
- Licenses, Permits, etc. required will be paid by the client.
- Payment Terms are net 30-days.



COMPANY SERVICES

South Coast Electrical, Inc. is a leading provider of specialized solutions in all aspects of the electrical field with a 24/7 on call service department. Today, we proudly service the entire Southern California Region assisting in the specific needs of all of those who we come in contact with, from basic electrical maintenance to turnkey design build project. Your reliance on us will supersede all of your expectations.

A list of the services South Coast provides is as follows:

Automatic Transfer Switches

- > ATS Service
- > ATS Maintenance

Infrared Scanning

- > Thermo-graphic Inspection
- Electrical/Building Systems Panel Inspection

Emergency Power System

- Service
- Maintenance
- Retrofit & Construction

Electrical Service

- > Troubleshooting
- Lighting Maintenance

FEE SCHEDULE

| Hourly Rate Emergency Power Rate (Emergency Systems) | <u>Straight time</u> | Overtime | <u>Double time</u> |
|------------------------------------------------------|----------------------|----------|--------------------|
| | \$112.00 | \$168.00 | \$224.00 |
| | \$150.00 | \$225.00 | \$300.00 |
| Vehicle and Environmental Charge | \$125.00 | | |

- Vehicle and Environmental Charge is based on per vehicle per day
- Minimum charge per callout/cancellation is equal to 2 hour of the work scheduled for that job.
- Copies of liability and workers compensation are available upon request. Additional costs incurred when client's insurance requirements
 exceed the coverage normally carried by South Coast Electrical, Inc. will be passed on directly to the client.
- Any contracts required by either party must be agreed upon and signed before commencement of work.
- Rates are subject to change with given 30day notice.
- Licenses, Permits, etc. required will be paid by the client.
- Payment Terms are net 30 days



ON-CALL HVAC PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

PRESENTED TO:



SUBMITTED BY:

Rayan Mohtar
Account Manager
(805) 699-8237
rmohtar@emcor.net

December 2, 2024
Project No. 2411-33
Proprietary & Confidential





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Cover Letter

Dear City of Lawndale Team,

We at Mesa Energy Systems, Inc. ("EMCOR Services Mesa Energy") would like to thank you for the opportunity to submit this proposal.

We understand the importance of working with a company that showcases expertise in their field, establishes strong relationships with their clients, and demonstrates a thorough understanding and consideration of your goals and expectations. Since our inception, Mesa Energy Systems, Inc. has strived toward a primary goal: serving as a true partner and extension of our clients to drive financial and operational efficiencies, with a focus on performance excellence and continuous improvement.

Why Mesa Energy Systems, Inc.?

Mesa Energy Systems, Inc. is proud to be industry leaders in our marketplace. For over forty (40) years, we have had a reputation for success, financial stability, and having a proven business model. These attributes have made Mesa Energy the mechanical services provider of choice for many clients in different verticals across California, Nevada, Arizona, and Washington including technology, utilities, healthcare, commercial, government, education, retail, and logistics.

Our keen attention to our clients' needs has transformed Mesa Energy Systems, Inc. from a traditional commercial HVAC service and retrofit company into a full-service energy solutions company. We aim to provide high-quality consulting services and efficient, cost-effective, customized solutions to help you achieve optimal building energy performance. Regardless of the size and complexity of your facility and its systems, our teams have the capabilities to maximize system performance.

The dedicated point of contact for this contract is **Rayan Mohtar**, Account Manager, who can be contacted at **(805) 699-8237** or **rmohtar@emcor.net**.

Acknowledgments

No addenda were received. Mesa Energy Systems, Inc. fully understands the scope of work to be performed, which is maintenance and repair on seven (7) HVAC units with the City of Lawndale.

Again, Mesa Energy Systems, Inc. thanks you for your consideration, and we look forward to continuing our relationship with you. If you have any questions or if you require additional information, please do not hesitate to contact me by phone (949) 275-7426 or email shunt@emcor.net.

Sincerely,

Steve Hunt

CFO

Mesa Energy Systems, Inc.

2 Cromwell

Irvine, CA 92618



Firm Profile

Below is the requested information:

Proposer's official name: Mesa Energy Systems, Inc. **Proposer's address**: 2 Cromwell, Irvine, CA 92618

Name, address, email, and telephone number of the proposer's primary point of contact:

Rayan Mohtar

2 Cromwell, Irvine, CA 92618

rmohtar@emcor.net

(805) 699-8237

Type of business entity of proposer (corporation, company, joint venture, etc.): Corporation Federal Employer I.D. Number: 33-0112640

Indication whether firm is totally or partially owned by another business organization (parent company) or individual: Parent Company is EMCOR Group, Inc.

Number of years proposer has been in business under the present business name: 40 years Number of years of experience the proposer has had in providing required, equivalent, or related services: 40 years

Any failures or refusals to complete a contract, and explanation: No.

No subcontractors will be required to perform the scope of work.

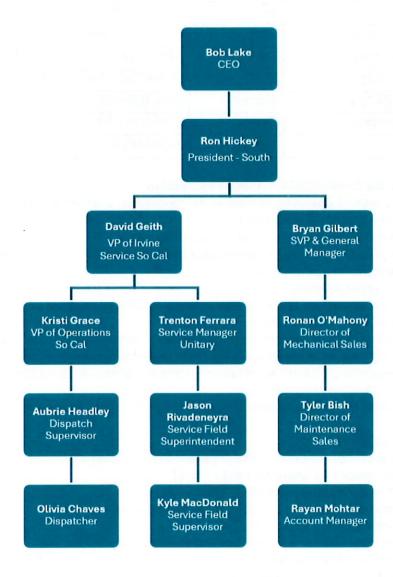


Project Understanding and Approach to Scope of Work

Statement of Project Understanding

Mesa Energy Systems, Inc. will assign the City of Lawndale a primary technician who will be onsite quarterly to perform the preventative maintenance tasking as specified in sections 2.2-2.4 on pages 10-13 of RFP No. 2411-33. Our technician will check in upon arrival with the onsite contact and will check out at the end of the workday with the same onsite contact as well as report any findings or service repairs.

Organizational Chart





Approach to Work Program (Required and Optional Tasks)

Mesa Energy Systems, Inc. will work with an assigned point of contact from the City of Lawndale to align on maintenance scheduling. Our goal is to schedule each quarterly maintenance two (2) weeks before starting. Our Account Manager, Rayan Mohtar, plans to meet with the facilities and purchasing staff of the City of Lawndale monthly to discuss open repair quotes, open invoices, and develop capital projects to improve the building's life and save the City of Lawndale money on energy reduction.

Below is the equipment list and scope of work for maintenance tasking on your HVAC units:

| Area Serves | Unit Make | Model # | Serial # |
|-----------------------------|-----------|-------------------|-----------------|
| City Hall | York | YCAL0033EE17 | 11531D53620281 |
| Municipal Services/Cable TV | York | YCAL0033EE46 | 11531D53620280 |
| Community Center | McQuay | RDT110DLY | FBOU11040136700 |
| Public Works (Bldg 1) | York | D7NX024D05606NXYA | W1A5437059 |
| Public Works (Bldg 2) | Carrier | 50SZ-030301 | 3407G31047 |
| William Green Park | Carrier | 50SZ-048501 | 3208G21368 |
| Hogan Park | Fujitsu | AOU18RLFC | LPN006313 |

Scope of Work: Air Cooled Chiller Annual Inspection

- 1. Run unit and check all operating pressures, temperatures, voltages and amps. Advise on condition of unit before starting shutdown inspection.
 - a. Check super heat and operation of expansion valves.
 - b. Check for proper unloading of compressor by means of VSD.
 - c. Check operation of all controls.
 - d. Check for proper oil level.
 - e. Check for proper refrigerant level after running at full load for at least 15 minutes.
- 2. Leak test chiller. Advise on condition.
 - a. Leak test of unit will be performed per compliance with SCAQMD rule 1415 by a certified auditor. Recordkeeping shall be the responsibility of the equipment owner or operator.
 - b. Provide recordkeeping form audit report on this equipment in compliance with SCAQMD rule 1415 and section 608 of the clean air act.
 - c. Note: All leaks not covered under this work scope should be repaired to conform with SCAQMD rule 1415.
- 3. Remove and store oil charge.
 - a. Provide disposal of contaminated refrigerant oil. Yes [] no [x]
 - b. Remove oil sample for analysis. Yes [x] no []
 - c. Install ball type charging valve. Yes [] no [x]
- 4. Change filtration elements in oil circuits, where applicable.
- 5. Change drier cores, where applicable.
- 6. Check and calibrate all controls pressure and temperature, and record.
- 7. Check and verify all safety cutouts.
- 8. Check and calibrate all gauges and thermometers.
- 9. Wash condenser coils semi-annually.



Scope of Work: Air Cooled Chiller Quarterly Inspection

- 1. Run unit and check operating pressures, temperatures, voltages and amperages. Advise on condition of unit.
 - a. Check super heat and operation of expansion valves.
 - b. Check compressor unloading by means of VSD.
 - d. Check operation of all controls.
- 2. Visually inspect for refrigerant and chilled water leaks.
- 3. Check and verify all controls operations, and record.
- 4. Check and calibrate all gauges and thermometers.
- 5. Check all condenser fan motors for proper operation.
- 6. Visually inspect all electrical connections on the following:
 - a. Compressor motor VSD
 - b. Chilled water pump motor starter(s), where applicable
 - c. Condenser fan motors where applicable
 - d. Condenser fan contactors
 - e. Chiller control panel
- 7. Check and record voltage and amperage on all motors in above item and record.
- 8. Provide service report and log on condition of unit to engineering maintenance department with any recommendations required to place unit in proper operational order.

Scope of work: Roof Top Package Units

- 1. Lubricate fan bearings per manufacturer's recommendation.
- 2. Lubricate motor bearings per manufacturer's recommendation.
- 3. Check belts and sheaves. Replace and adjust when authorized.
- 4. Check coils for visible signs of leaks.
- 5. Lubricate and adjust dampers and linkages. If applicable.
- 6. Check and clean drain pan and clear condensate drain lines.
- 7. Check motor operating conditions.
- 8. Inspect electrical connections, contactors and relays.
- 9. Inspect all temperature, safety, and operational controls.
- 10. Start compressor. Check operating conditions and report any abnormalities.
- 11. Secure unit panels and inspect roof curb flashing.
- 12. Check for gas leaks.
- 13. Inspect pilot and clean pilot orifice. If applicable.
- 14. Inspect and clean flame sensor.
- 15. Inspect Hot Surface Igniter. If applicable.
- 16. Verify operation of all safety limit and operating controls.
- 17. Inspect flame condition.
- 18. Clean condenser coils semi-annually.
- 19. Inspect filters and change per filter quarterly.

Scope of Work: Split Systems Condensing Units

- 1. Review manufacturer's recommendation for start-up.
- 2. Energize crankcase heater per manufacturer's recommendation for warm-up.
- 3. Visually inspect for leaks.
- 4. Inspect electrical connections, contactors, relays, and operating/safety controls.
- 5. Check vibration eliminators.



- 6. Check compressor oil level. If applicable.
- 7. Check and test all operating and safety controls.
- 8. Check operating conditions. Report any abnormalities.
- 9. Clean Condenser coils semi-annually.

Scope of Work: Split Systems Fan Coil Units

- 1. Inspect motor. Clean and lubricate dependent on accessibility.
- 2. Lubricate fan bearings.
- 3. Inspect coil(s) for leaks dependent on accessibility.
- 4. Inspect drain pan or pipe and clean as required.
- 5. Inspect belt and adjust tension. If applicable.
- 6. Inspect electrical connections, contactors, relays, and operating/safety controls.
- 7. Change filters quarterly.

Additional Services

Additionally, Mesa Energy Systems, Inc. will provide energy optimization services to help the City of Lawndale lower their energy consumption through capital improvement projects. We will evaluate your buildings, find ways to reduce your energy costs and find the best incentives available to provide the quickest ROI.



Project Management Plan

Mesa Energy Systems, Inc. takes a proactive approach with maintenance on HVAC equipment. Our technicians will check out with onsite personnel after every maintenance is completed. We will also provide a written report of our findings, which could include repairs or future items that need attention. Every month, the assigned Account Manager will meet with the City of Lawndale capital planning team to discuss budgets on future HVAC projects and energy optimization.

Quality Assurance/Quality Control Approach

As a leading HVAC, building automation service, and mechanical services company, we understand how the performance of your HVAC systems affects your business. Properly maintained systems provide lower energy bills, reduced down-time, and fewer repair expenses. As commercial HVAC contractors, we provide a full array of HVAC installation, maintenance, and support programs that provide peace of mind to many of California's most important facility owners.

Mesa Energy (dba EMCOR Services Mesa Energy) technicians have access to real-time information via iPad tablets, and eliminate costly, inefficient paper systems. Utilizing a vehicle fleet equipped with GPS systems, we provide clients with verification of hours worked versus hours billed. Mesa technicians are trained to maintain entire systems and provide a single point of contact to support clients' facility requirements. Mesa's business success is the result of continually meeting and exceeding customer expectations, and the associated long-term business relationships we've developed over the years.

Preventative maintenance also helps determine overall costs and reduces disruptions caused by emergency repairs or replacement of equipment when it breaks down. Likewise, proper maintenance can add years of life to equipment and helps prevent unexpected breakdowns. We are manufacturer independent and are qualified and trained to support systems of all types: from small, air-cooled systems, to central energy plants with thousands of tons of cooling capacity. Regardless of the make and model of your systems, we will provide objective consultive advice that will be the best solution for your facility.



Experience and Qualifications

Summary of Relevant Projects

US Federal Building and Courthouse

- Contracting Agency/Department: US Federal Building and Courthouse
- Project Description: Removed and replaced the existing Siemens control systems. The building
 was fully occupied, and the upgrade was completed without disruption to the 2.5 million square
 feet of Federal Building operations. Project included new central plant optimization sequences for
 a variable flow plant with customized dashboards. Day and evening shifts were provided to
 accommodate secure location access and limit disruption to tenants.
- Contact: Reginald McNulty 213-894-8975 reginald.mcnulty@gsa.gov
- Contract Value: \$3,200,000.00

California Institute of Technology

- Contracting Agency/Department: California Institute of Technology
- Project Description: Completed multiple controls installation/repairs for the campus totaling more than \$1 million GSF. This includes integration into Skypark FDD. We have been the main controls contractor at Caltech for the past 5 years and their strategic partner implementing over \$20M of projects in their CECIP (Caltech Energy Conversation Investment program) for the past 9 years. Through 2017 and the first \$17.5M spent the CECIP, the IRR on the implemented projects averaged 26%. All implemented projects at Caltech include Distech and Tridium controls.
- Contact: Mathew Berbee 626-399-1915 matt.berbee@nbcuni@com
- Contract Value: \$943,789.00

County of Ventura

- Contracting Agency/Department: County of Ventura
- Project Description: Full coverage maintenance HVAC, refrigeration, building automation, life safety maintenance over sixty-four (64) buildings in Ventura County.
- Contact: Steve McLaughlin, Facilities Maintenance Manager 805-477-1917 steve.mclaughlin@ventura.org
- Contract Value: \$1,230,000.00

Irvine Company

- Contracting Agency/Department: Irvine Company
- Project Description: Dedicated Chiller Maintenance for Operational and Annual Services.
- Contact: Erron Williams, Senior Vice President, Engineering 949-720-4448
 ewilliams@irvinecompany.com

City of Rancho Cucamonga

- Contracting Agency/Department: City of Rancho Cucamonga
- Project Description: Service and maintenance of the HVAC equipment throughout the city owned facilities.
- Contact: Neil Plummer, Public Works Deputy Director 909-477-2700 neil.plummer@cityofrc.us
- Contract Value: N/A In Progress

Torrance Memorial Medical Center



- Contracting Agency/Department: Torrance Memorial Medical Center
- Project Description: Two Foreman chiller technicians, two Foreman unitary technicians, two Journeyman technicians, two Apprentice technicians, VFD technicians, dispatcher, account manager, service manager, and on call dispatching/technician.

Contact: Tim Hersey, Director of Facilities T: 310 971-7664 tim.hersey@tmmc.com

Contract Value: \$900,000.00

References

Reference 1:

- Name of public agency: Metropolitan Transportation Authority of Los Angeles (LA Metro)
 Chiller Replacement and Controls System Upgrade
 1 Gateway Plaza
 Los Angeles, Ca 90012
- Name of agency project manager: Andre Shamalian Project Manager 213 276-6208
- Email address and telephone number of contact person: TA Los Angeles Andre Shamalian Project Manager 213 276-6208
- Completion Date: January 8, 2021
 Original Scheduled Completion Date: February 14, 2020
 Time Extensions Granted (number of days): 329
- Scope of Work: Retrofit/Replacement of Existing Mechanical and Control Systems
 Replaced three old 500-ton chillers with five (5) new ultra efficient 300 ton
 Smardt chillers and completely upgraded the property's building automation system
- Contract Value: \$10,011,029

Reference 2:

- Name of public agency: Arrowhead Regional Medical Center Chiller #1 Replacement Arrowhead Regional Medical Center 400 N Pepper Ave, Colton, CA 92324
- Name of agency project manager:N/A
- Email address and telephone number of contact person: County of San Bernardino Scott Hughes scott.hughes@res.sbcounty.gov 909-771-1182
- Completion Date: 06/30/2020
- Scope of Work: Replacement of Chiller in Central Plant HCAI Project. Replacement of existing
 chiller with a new chiller in the central plant. Included controls and modifications to piping
 systems. Structural modifications were made as per the drawings. Modifications to the electrical
 system were provided. Final commissioning and startup of the chiller.
- Contract Value: \$1,021,216.50

Reference 3:

- Name of public agency: Lawrence Livermore National Laboratory LLNS
 Building 391 Sustainable Chiller Water & Heating Hot Water System Replacement
 7000 East Avenue, Building 4536
 Livermore CA 94550
- Name of agency project manager: N/A



- Email address and telephone number of contact person: Gennie McPeak mcpeak1@llnl.gov 925-423-8454
- Completion Date: 10/8/21
- Scope of Work: Sustainable Chiller Water & Heating Hot Water System Replacement
- Contract Value: Original Contract: \$3,532,574.00 Total contract with change orders: \$4,026,208.00

Reference 4:

- Name of public agency: Metropolitan Transportation Authority of Los Angeles (LA Metro) Headquarters
 - Central Chiller Plant & Energy Management Systems (EMS) Replacement 1 Gateway Plaza
 - Los Angeles, CA 90012
- Name of agency project manager: Andre Shamalian Project Manager 213 276-6208
- Email address and telephone number of contact person: TA Los Angeles Andre Shamalian Project Manager 213 276-6208
- Completion Date: 3/23/21
- Scope of Work: Furnished and installed (5) new chillers for the central plant including all new
 piping, filters, expansion tanks and prepping for cut over to existing system before taking down the
 existing chiller system. Once new chillers were in place, demolished and disposed of existing
 Chillers and performed necessary modifications to the chiller room. Designed, furnished and
 installed all necessary conduit, wire, cable and controls for the new EMS system. Once chillers
 were installed and integrated with the new EMS system, performed complete removal and disposal
 of the existing controls system.
- Contract Value: \$8,734,601.00

Experience and Qualifications of Key Personnel

Rayan Mohtar

Account Manager

- Degrees and Certifications: BS in Business Marketing from CSU Northridge
- Professional Memberships/Registrations: N/A
- Summary of Experience: Rayan has eight (8) years of experience in selling HVAC service, retrofit, and energy solutions. Rayan has been with Mesa Energy Systems, Inc. for five and a half (5.5) years.
- Work on Representative Project Similar in Scope: Rayan has performed work for the City of Inglewood and the City of Hawthorne.

Kyle MacDonald

Lead Field Personnel

- Degrees and Certifications: Local 250 Apprenticeship Program
- Professional Memberships/Registrations: Local 250 Union
- Summary of Experience: Currently, Kyle is the Foreman and Supervisor for our South Bay service team. Kyle has been with Mesa Energy Systems, Inc. for ten (10) years.
- Work on Representative Project Similar in Scope: Kyle has performed work for the City of Inglewood and the City of Hawthorne.



Olivia Chaves

South Bay Dispatcher

- Degrees and Certifications: BA in English Language and Literature/Letters from CSU Los Angeles
- Professional Memberships/Registrations: N/A
- **Summary of Experience:** Olivia has seven (7) years of experience in dispatching for an HVAC contractor. Olivia has been with Mesa Energy Systems, Inc. for three and a half (3.5) years.
- Work on Representative Project Similar in Scope: Olivia dispatches for the City of Inglewood and City of Hawthorne.

Trenton Ferrara

Service Manager

- Degrees and Certifications: Local 250 Apprenticeship Program
- Professional Memberships/Registrations: Local 250 Union
- **Summary of Experience:** Currently, Trenton is the Service Manager for the Irvine Branch. Trenton has been with Mesa Energy Systems, Inc. for eight and a half (8.5) years.
- Work on Representative Project Similar in Scope: Trenton handles customer service for many
 government entities out of our corporate branch in Irvine. He also manages the relationship for the
 City of Hawthorne and City of Inglewood.

Assignment of Key Personnel

Kyle MacDonald (Field Supervisor) is the assigned primary point of contact for anything service related. Kyle runs a team of technicians dedicated to the South Bay section of Los Angeles County. These technicians are more than qualified to service the mechanical HVAC equipment for the City of Lawndale. They are also at the same or lower in labor cost.

We will assign a secondary technician in case of any absence from Kyle (Lead Technician). Additionally, we will assign a technician that is well versed in your Continuum and Metasys control systems. If Kyle (Field Supervisor) is absent, then we will notify the City of Lawndale in advance regarding the temporary change in technicians.



Required Forms

Certification of Proposal

PROJECT NO. 2411-33



6.3 Required Forms

6.3.1 Certification of Proposal

RFP #: 2411-33

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

- Proposer declares and warrants that no elected or appointed official, officer or employee
 of the City has been or shall be compensated, directly or indirectly, in connection with this
 proposal or any work connected with this proposal. Should any agreement be approved
 in connection with this Request for Proposal, Proposer declares and warrants that no
 elected or appointed official, officer or employee of the City, during the term of his/her
 service with the City shall have any direct interest in that agreement, or obtain any present,
 anticipated or tuture material benefit arising therefrom.
- By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- It is understood and agreed that the City reserves the right to accept or reject any or all
 proposals and to waive any informality or irregularity in any proposal received by the City.
- The proposal response includes all of the commentary, figures and data required by the Request for Proposal

7. Proposer acknowledges that the City may issue addendums related to this RFP and that

6. The proposal shall be valid for 90 days from the date of submittal.

| the proposer has reviewed the following | addendums which have been issued: |
|------------------------------------------------------------------------------------------------|------------------------------------------|
| Addendum: | _ |
| Proposer further acknowledges the province incorporated into their proposal. | isions of any addendums issued have been |
| Signature of Authorized Representative: | |
| P- | |
| Printed Name and Title: | |
| Stephen Hunt, CFO | |
| | [INSERT CONTRACTOR NAME] |



Non-Collusion Affidavit

PROJECT NO. 2411-33



6.3.2 Non-Collusion Affidavit

RFP #: 2411-33

The undersigned declares states and certifies that:

- This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This proposal is genuine and not collusive or sham.
- I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Lawndale or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
- I have not entered into any arrangement or agreement with any City of Lawndale public officer in connection with this proposal.
- I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

| Signature of Authorized Representative: | | | |
|-----------------------------------------|--|--|--|
| D- | | | |
| Printed Name and Title: | | | |
| Stephen Hunt, CFO | | | |

[INSERT CONTRACTOR NAME]

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Compliance with Insurance Requirements

PROJECT NO. 2411-33



6.3.3 Compliance with Insurance Requirements

RFP #: 2411-33

The selected proposer will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

- Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
- If selected, proposer agrees to accept all conditions and requirements as contained therein.

Printed Name and Title:
Stephen Hunt, CFO

Signature of Authorized Representative:

[INSERT CONTRACTOR NAME]



Acknowledgement of Professional Services Agreement

PROJECT NO. 2411-33



6.3.4 Acknowledgement of Professional Services Agreement

RFP #: 2411-33

Stephen Hunt, CFO

The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

| 1. | Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's Sample Professional Services Agreement. |
|--------|------------------------------------------------------------------------------------------------------------------------------------|
| 2. | Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows: |
| | |
| | |
| | |
| | |
| Signa | ure of Authorized Representative: |
| | A Administrative. |
| Printe | d Name and Title: |

[INSERT CONTRACTOR NAME]

43 of 43



Fee Schedule

| Annual Price for Preventative Maintenance | \$27,840.00 |
|-------------------------------------------|-------------|
| Price per Quarter | \$6,960.00 |

| AREA | Work Type | | Unitary (SS) | Applied & Absorbers | Automation |
|--------------|--------------|--------------------|-----------------|------------------------|------------|
| Irvine (100) | Contract | <mark>\$190</mark> | \$180 | \$195 | \$195 |
| | Non-Contract | <mark>\$190</mark> | \$195 | \$210 | \$210 |

CITY OF LAWNDALE

City Hall Office of the City Clerk 14717 Burin Avenue Lawndale, CA 90260 Attn: Yvette Palomo

Creative Air Mechanical Services License Class: C-20 CSLB # 990931

On-Call HVAC Maintenance & Repair Services

Attn: Nick Petrevski Associate Engineer City of Lawndale 14717 Burin Ave. Lawndale, CA 90260

Subject: Proposal for On-Call HVAC Maintenance & Repair Services

Dear Nick & City of Lawndale Selection Committee,

On behalf of Creative Air Mechanical Services, we are pleased to submit our proposal for On-Call HVAC Maintenance & Repairs services. We appreciate the opportunity to earn your business and are confident that our expertise, qualified personnel, and commitment to excellence make us an ideal partner for your HVAC Retrofit project.

Key Elements of Our Proposal

- Scope of Services: We have reviewed the required scope of work specifications listed in attachment 1 of the RFP. We ensure adherence to all applicable industry standards and regulatory requirements to maintain the highest level of service quality and safety.
- Qualified Personnel: Our team consists of highly trained and factory OEM certified HVAC
 technicians with extensive experience in commercial and industrial facilities. We commit to
 providing prompt, professional, and reliable services to minimize downtime and ensure
 efficient facility operations.
- Response Time: We offer 24/7 on-call service with rapid response times to address any
 emergency repairs, ensuring that critical HVAC issues are resolved promptly to prevent
 disruptions.
- Commitment to Quality: We have a robust quality control process that includes regular
 performance evaluations, customer feedback mechanisms, and a commitment to
 continuous improvement to ensure our services consistently meet your expectations.

We are excited about the opportunity of working with the City of Lawndale and are prepared to meet your needs with the utmost professionalism and dedication. Should you have any questions or require additional information, please do not hesitate to contact me at 818-403-4956 or chris@creativeairmechanical.com.

Thank you for considering our proposal. We look forward to the opportunity to serve you.

Sincerely,

Chris Rochon

General Manager, Owner



KEY PERSONNEL

1. Chris Rochon

Position: General Manager

Years with Firm: 10 years

O Chris has been integral to our firm's success. He has extensive experience managing HVAC service repair and retrofit projects across multiple vertical markets. Prior to joining CAMS, Chris worked at Carrier Corporation, where he focused on sales and account management of existing infrastructure. Chris holds a BA from University California Santa Barbara and MBA from Pepperdine University. He brings over 25 years of industry experience.

2. Danny Varola

o Position: Field Superintendent

Years with Firm: 10 years

Narrative: Danny Varola brings a wealth of experience in HVAC mechanical retrofit projects, specializing in project design, equipment selection, onsite management and field coordination. Danny previously worked at Carrier Corporation, as a Project Manager executing work across complex infrastructure developments in all market segments (private and public). He is a Local 250 UA General Foreman employee and has been factory trained across multiple OEM manufacturers. Danny brings over 30 years of industry experience.

3. Keri Liekkio

Position: General Foreman

Years with Firm: 10 years

Narrative: Keri Liekkio is the General Foreman of our service retrofit division dedicated to promoting safety excellence and execution across all our projects. He is a Local 250 UA trained general foreman factory trained across multiple OEM manufactures. Keri brings over 30 years of industry experience in the HVAC service retrofit and construction.

4. Katherine Thomas

Position: Service Coordinator

Years with Firm: 5 years

 Narrative: Katherine is our field service coordinator responsible for customer work order fulfillment (maintenance & repair), invoicing, insurance certificates, & dispatch coordination for all service-related issues.

5. Field Personnel:

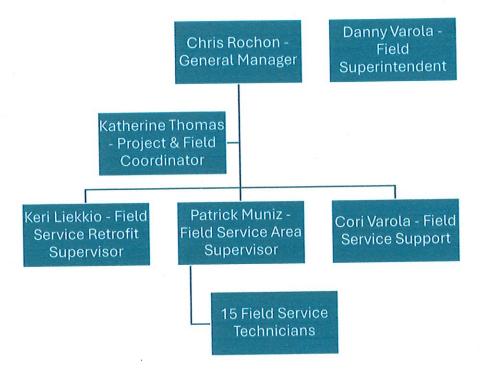
 12 Factory Trained Field technicians readily available for preventative maintenance, emergency repairs and retrofit needs.

UA Local 250 Journeyman Certified

Contract Customers: emergency response time – 2 hours or 4 hours for all afterhours requests.



ORGANIZATION CHART



Primary & Secondary Technicians to be assigned upon contract award and kick off meeting with City personnel.

For regular hour calls and after-hours/weekends/emergency calls, including Sundays and holidays.

- Normal business hours 2-hour response time Monday Friday 7am 4pm
- After hour response time 4-hour response time
- Holidays 4-hour response time
- 24/7 customer support
- Turnaround time for repairs most equipment repairs are readily available off the shelf within 24 hours after initial diagnosis. CAMS will update all stakeholders for repairs that include extended lead times greater than 24 hours.
- Tracking methods for service completion work order completion and customer acknowledgement – please see work order example and invoice template



EXPERIENCE & APPROACH

As an experienced HVAC Mechanical Contractor in construction & service, Creative Air Mechanical Services brings a robust skill set and a proven track record of delivering successful service repairs & projects on time and within budget. Our approach emphasizes meticulous planning, proactive communication, and fostering collaborative relationships with all stakeholders.

Experience Overview:

 Project Management Expertise: CAMS has successfully managed a variety of HVAC projects that include preventative maintenance programs, service repair and replacement of existing infrastructure.

Regulatory Compliance: We ensure all service repairs and projects adhere to local, state, and

federal regulations, including environmental and safety standards.

• Budget and Schedule Adherence: We have a proven track record of consistently delivered projects within budget constraints and timelines. Our approach includes detailed cost estimation, ongoing budget monitoring, and proactive schedule management.

Approach to Project Management:

1. **Detailed Planning:** We start each project with a comprehensive planning phase. This involves thorough scope definition, risk assessment, and development of a detailed project schedule. Clear milestones and deliverables are established to monitor progress throughout the project lifecycle.

Effective Communication: Communication is central to our approach. We strive to maintain
open lines of communication with all primary contacts, subcontractors, and other stakeholders.
Regular meetings, progress reports, and transparent updates ensure everyone is informed and
aligned.

3. Collaborative Relationship with the Owner:

Early Engagement: We believe in engaging with the Owner early in the project lifecycle
to understand their vision, goals, and expectations. This enables our team to tailor the
project plan to meet their specific needs within each task order.

Regular Updates: We will provide regular updates to the Owner on project progress, milestones achieved, and any deviations from the plan. This ensures transparency and

allows for timely adjustments if needed.

Issue Resolution: In the event of challenges or changes, we will work collaboratively with the Owner to find solutions that align with project objectives. This proactive approach minimizes disruptions and keeps the project on track.

4. Quality Assurance: CAMS will prioritize quality throughout every phase of the project. Quality control measures are integrated into the construction process to ensure compliance with

specifications and standards.

5. Safety and Risk Management: Safety is non-negotiable on all projects. We will hold safety in our highest regard and will conduct regular inspections to mitigate risks and create a safe working environment for all personnel.



CUSTOMER REFERENCES

| | Reference 1 | | | | |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------|--|--|--|
| Name of Firm: | Healthcare Realty Services | Phone: 626-848-3433 | | | |
| Address: | Multiple Building Locations | Contact: Fernando Cardenaz | | | |
| Project Title: | Mechanical Maintenance Approx. Cost:\$ \$850 K | Contact email: fcardenaz@healthcarerealty.com | | | |
| Project Description: Provide service maintenance, emergency repairs and replacement of existing mechanical systems. | | | | | |
| Project Da | ate: 2019 To: Present | | | | |
| | Reference 2 | | | | |
| Name of Firm: | Elevance Health | Phone: 747-444-6167 | | | |
| Address: | Multiple Building Locations | Contact: Tim Carson | | | |
| Project Title: | HVAC Mechanical Maintenance Approx. Cost: \$ \$1.2 million | Contact email: tirh.carson@elevancehealth.com | | | |
| Project Description: Provide service maintenance, emergency repairs and replacement of existing mechanical systems. | | | | | |
| Project Date: 2014 To: Present | | | | | |
| | Reference 3 | | | | |
| Name of Firm: | Jamison Services | Phone: 213 820 2041 | | | |
| Address: | Mutliple High Rise Buildings, Los Angeles | Contact: Paul Kim | | | |
| Project Title: | HVAC Mechanical Maintenance Approx. Cost: \$ \$750 K | Contact email: paulkim@jamisonservices.com | | | |
| Project Description: Provide service maintenance, emergency repairs and replacement of existing mechanical systems. | | | | | |
| Project Date: 2014 To: Present | | | | | |



At Creative Air Mechanical Services (CAMS), we pride ourselves on our team of highly skilled and experienced HVAC technicians dedicated to providing best in class commercial maintenance services to our customers. Our qualifications and experience in commercial HVAC maintenance include:

1. Certifications and Licenses:

- All our technicians hold relevant certifications and licenses required for commercial HVAC maintenance, including EPA certification for handling refrigerants, as well as state and local licenses where applicable.
- We ensure that our technicians stay updated with industry standards and best practices through ongoing training programs through local 250 apprenticeship and journeyman classes.

2. Experience:

- Our team collectively possesses decades of experience in servicing a wide range of commercial HVAC systems, including but not limited to rooftop units, chillers, boilers, VRF systems, and more.
- We have a proven track record of successfully maintaining HVAC systems in various commercial settings, including office buildings, retail spaces, pharma / healthcare facilities, entertainment institutions, education campuses and water district complexes.

3. Technical Expertise:

- Our technicians are proficient in diagnosing and troubleshooting complex HVAC issues efficiently, minimizing downtime and maximizing system performance.
- We have experience working with advanced HVAC control systems and integrating energysaving technologies to optimize system efficiency and reduce operating costs for our clients.

4. Safety Focus:

- Safety is our top priority and reflected in our EMR track record (attached). Our technicians
 adhere to stringent safety protocols and regulations to ensure the protection of both personnel and
 property during maintenance activities.
- We conduct regular safety training sessions and toolbox talks to reinforce safe work practices and promote a culture of safety within our team.

5. Client Satisfaction:

- We are committed to delivering exceptional service and building long-term relationships with our clients.
- Our responsive scheduling, proactive communication, and dedication to quality craftsmanship have earned us the trust and loyalty of numerous commercial clients.



Ensuring Safety for Laborers and the Public: Our Firm's Approach

At Creative Air Mechanical Services, safety is our top priority in every service and construction project we undertake. We are committed to creating a work environment that prioritizes the well-being of our workforce, subcontractors, and the public. Our approach combines comprehensive safety protocols, ongoing training, proactive risk management, and community engagement to mitigate hazards and promote a culture of safety.

Key Elements of Our Approach:

1. Comprehensive Safety Planning:

 Before commencing any project, we develop a detailed safety plan tailored to the specific site conditions and project requirements. This plan includes hazard assessments, emergency procedures, site-specific safety protocols, and regular safety audits.

o Example: For large-scale HVAC construction retrofit projects we conducted a thorough risk assessment that identifies potential risks to nearby pedestrians and motorists. Our safety plan incorporated traffic control measures, clear signage, and designated pedestrian pathways to ensure safe coexistence with ongoing crane and construction activities.

2. Continuous Training and Education:

We invest in continuous training and education for our workforce to ensure they are
equipped with the latest safety practices and regulations. Training sessions cover topics
such as hazard recognition, fall protection, equipment operation, and emergency response
procedures.

Example: Prior to starting a renovation project on an occupied healthcare facility, our team underwent specialized training on infection control measures and patient privacy protocols. This training enabled our staff to minimize disruptions while maintaining a

safe and respectful environment for patients, staff, and visitors.

3. Adherence to Regulatory Standards:

Our firm maintains strict adherence to all relevant safety regulations, codes, and industry standards. We collaborate closely with regulatory authorities to ensure compliance and implement best practices that exceed minimum requirements.

Example: In a recent retrofit project, we worked closely with our client to develop a safety plan that preserved the structural integrity of the building while ensuring a safe

working environment.

Conclusion:

Ensuring safety for our labor worker force and the public is integral to our approach. Through comprehensive safety planning, continuous training, proactive hazard mitigation, community engagement, and regulatory compliance, we uphold the highest standards of safety on every project. Our commitment to safety not only protects lives and minimizes risks but also contributes to the successful and sustainable completion of construction projects.



Risk Summary Report Bureau Number: 9-57-99-98

Date Created: January 03, 2024

Risk's Primary Name and Mailing Address:

Creative Air Mechanical Services, LLC 6316 Seawalk Dr Los Angeles, CA 90094-2270

| Rating Year | X-Mod | X-Mod Status | Rerate |
|-------------|-------|--------------|--------|
| 2024 | 81 | Published | 0 |
| 2023 | 84 | Published | 0 |
| 2022 | 83 | Published | 0 |
| 2021 | 82 | Published | 0 |
| 2020 | 78 | Published | 0 |
| 2019 | 80 | Published | 0 |
| 2018 | 85 | Published | 0 |
| 2017 | DNQ | Approved | 0 |
| 2016 | DNQ | Approved | 0 |
| 2015 | DNQ | Approved | 0 |

| Classification | ı developing t | he most payroll during current Experience Period |
|----------------|----------------|--------------------------------------------------|
| Class Code | Inspected | Description |
| 5187 | No | Plumbing-high wage |

| WCIRB Assig | gned Class | sification(s): | | |
|-------------|-------------|-----------------|---------------|--|
| Class Code | Suffix | Inspected | Description | |
| WCIRB has n | ot assigned | d any class cod | to this risk. | |

| Additional Names on current policies | |
|---------------------------------------|--|
| Creative Air Mechanical Services, LLC | |



Work Order

No. 00300

Customer Information

Date

06/25/2024

Customer Info

UCLA- 4323 Riverside Dr.

Equipment Name

Water Source Heat Pump

Equipment Model/SN

Water Source Heat Pump

Description of Work

Service Description

Report to customer

Check in with Dorren

Checked the system operation in the whole building was down

Checked a few unit and was tripped on high pressure

Reset the units and checked the cooling tower operations

Checked the blower fan

Checked the spry

The cooling tower temperature was 77 degrees at 5 am

Half of the units was off look like the heat exchanger is clogged

Lower the set points on the cooling tower to make the cooling tower run more to keep the water temperature the lower we can

Also found Ac #4 first floor need to replace the strainer

AC #5 from second floor replaced aftermarket relays and don't respond parts in this unit the manufacturer is not making any more

Recommendations

My recommendation is the replace the cooling tower Replace the strainer on AC 4 in first floor Replace the AC unit #5 from second floor



Work Order

No. 00300

Reported By

Patrick Muniz

Labor Hours

5

OT Hours

4

Materials

Signature



Requires Follow Up

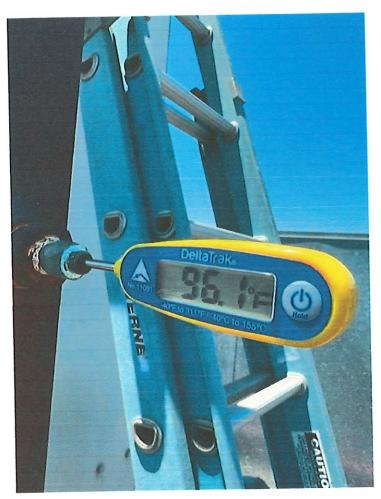
Image

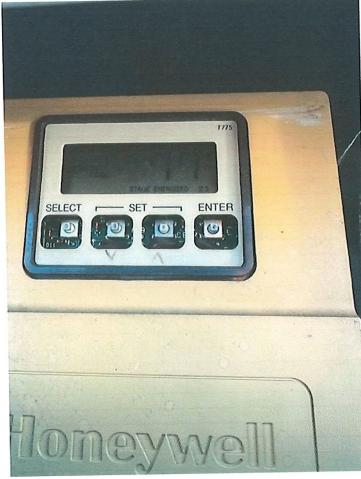
. Image



Work Order

No. 00300





Image

Image



Creative Air Mechanical Services, LLC

6316 Seawalk Drive Playa Vista, CA 90094 US (818)403-4956 chris@creativeairmechanical.com

INVOICE

BILL TO

WelbeHealth- 50 Alessandro

50 Alessandro

Suite A20

Pasadena, CA 91105

PROJECT REF

Replace Condensate Pump

 INVOICE
 11207

 DATE
 06/25/2024

 TERMS
 Net 30

 DUE DATE
 07/25/2024

| ACTIVITY | QTY | RATE | AMOUNT |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|--------|
| Service Call Service Call: Returned for water leak in break room. Had made recommendations to add condensation pump if issue continued. Picked up pump at supply house and returned to install. Ran power and drain piping to pump and tested operation. | 1 | 740. 00 | 740.00 |
| See service ticket for details (attached) | | | |

Please submit payment to: Creative Air Mechanical Services 6316 Seawalk Drive Playa Vista, CA 90094 BALANCE DUE

\$740.00



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:

CREATIVE AIR MECHANICAL SERVICES, LLC

Entity No.:

201322510078 08/09/2013

Registration Date:

Limited Liability Company - CA

Entity Type: Formed In:

CALIFORNIA

Status:

Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 21, 2024.

SHIRLEY N. WEBER, PH.D.

Secretary of State

Certificate No.: 240447835

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | 1 Name (as shown on your income tax return). Name is required on this line; do | not leave this line blank. | · · · · · · · · · · · · · · · · · · · | | | | | | | | anada ana manana | una. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------|----------|----------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------|---------------|----------------|--------------|------------------|------|
| | Creative Air Mechanical Services, LLC | | | | | | | | | | | |
| | 2 Business name/disregarded entity name, if different from above | | | | <u> </u> | | | • | **** | | ···· | _ |
| page 3. | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | | | | | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): | | | | | | |
| 3, 78 ON | ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member ഥC | | | | | Exem; | pt payee | code | (if a | ny) | | |
| ğ.ğ | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P | | | | | | | | | | | _ |
| Print or type. Specific Instructions on page | Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | | | | Exemption from FATCA reporting code (if any) | | | | | | | |
| <u> </u> | Other (see instructions) | | | | - 1 | Applies | to accounts | meinte | wined o | outside | Us.U.S.) | |
| Š | 5 Address (number, street, and apt. or suite no.) See Instructions. | | Requeste | er's i | name an | d add | fress (op | iona | ŋ | | | |
| See | 6316 Seawalk Drive | | Christo | ph | er Ro | chor | 1 | | | | | |
| ဟ | 6 City, state, and ZIP code | | 6316 S | | | | | | | | | |
| | Playa Vista, CA 90094 | | Playa V | /Ist | a, CA | 900 | 94 | | | | | |
| | 7 List account number(s) here (optional) | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Par | Taxpayer Identification Number (TIN) | | | | | | | ··········· | | | | |
| | your TIN in the appropriate box. The TIN provided must match the name | n niven on line 1 to av | oid l | Sor | cial seci | rity : | number | | | | | ٦ |
| | ip withholding. For individuals, this is generally your social security num | | v L | | | 7 | i T | 1 | <u> </u> | T | | 뒥 |
| reside | ent alien, sole proprietor, or disregarded entity, see the instructions for P | art I, later. For other | - 1 | | | - | | - | | | | |
| | es, it is your employer identification number (EIN). If you do not have a ne | umber, see How to ge | | | | J | | J | L | <u>1</u> | LL_ | ا_ |
| TIN, I | | Alon non léthat Alonso | . r |)r Fm | nloveri | denti | lication (| unul | her | | \neg | |
| | If the account is in more than one name, see the instructions for line 1. per To Give the Requester for guidelines on whose number to enter. | Also see virial Ivaine | ano [| | 7 | _ | T | Ī | T | 7 | | |
| • • • • • • • • • • • • • • • • • • • • | 3 | | - 1 | 4 | 6 - | 3 | 4 4 | 9 | 7 | 0 | Ó | |
| Par | Certification | | | | | <u> </u> | <u> </u> | <u> </u> | Ь | <u> </u> | <u> </u> | |
| The state of the s | r penalties of perjury, I certify that: | | ····· | | | | | | | | | |
| | a number shown on this form is my correct taxpayer identification numb | or for Lam waiting for | a numbe | r to | ha iee | ıed t | o mali a | nd | | | | |
| 2. I ai Se | n not subject to backup withholding because; (a) I am exempt from bac rvice (IRS) that I am subject to backup withholding as a result of a failure | kup withholding, or (b |) I have n | ot i | been no | tified | by the | Inte | rnal ed r | Rev | enue iat I ar | n |
| | longer subject to backup withholding; and | | | | | | | | | | | |
| | m a U.S. citizen or other U.S. person (defined below); and | | | | | | | | | | | |
| | e FATCA code(s) entered on this form (if any) indicating that I am exemp | - | - | | | | | | | | | |
| you h acqui other | fication instructions. You must cross out item 2 above if you have been no ave failed to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, but | ate transactions, item 2 ons to an individual reti | 2 does no rement ar | t ap | ply. For gement | mor (iRA) | tgage in: , and ge | leres nera | st pa Ny, p | iid, paym | ents | 30 |
| Sigr Her | Signature of U.S. person > | | Date ▶ | , | 1/9 | /z | DZ. | 1 | | | | |
| Ge | neral Instructions | • Form 1099-DIV (d funds) | lvidends, | inc | luding | those | from s | tock | s or | mut | ual | |
| Secti noted | on references are to the Internal Revenue Code unless otherwise | Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) | | | | | | | | | | |
| relate | re developments. For the latest information about developments ed to Form W-9 and its instructions, such as legislation enacted | Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) | | | | | | | | | | |
| arter | they were published, go to www.irs.gov/FormW9. | • Form 1099-S (pro | ceeds fro | mı | real est | ate ti | ansacti | ons) | | | | |
| Pu | rpose of Form | • Form 1099-K (me | rchant ca | ırd a | and thir | d pa | rty netw | ork t | tran | sacti | ons) | |
| | - dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer | Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) | | | | | | | | | | |
| ident | ification number (TIN) which may be your social security number | • Form 1099-C (car | rceled de | ebt) | | | | | | | | |
| (SSN |), individual taxpayer Identification number (ITIN), adoption ayer Identification number (ATIN), or employer Identification number | • Form 1099-A (acq | uisition o | r ab | andoni | nent | of secu | red p | orop | erly) | | |
| (EIN) amoi | , to report on an information return the amount paid to you, or other unt reportable on an information return. Examples of information | Use Form W-9 or alien), to provide yo | | | | pers | on (inclu | ıding | a r | esld | ent | |
| | ns include, but are not limited to, the following. rn 1099-INT (interest earned or paid) | If you do not retu be subject to backu | | | | | | | | | | t |

• Form 1099-INT (interest earned or paid)





June 26, 2024

Creative Air Mechanical Services, LLC 6316 Seawalk Dr Playa Vista, CA 90094

RE: Creative Air Mechanical Services, LLC - Bond Program

To Whom It May Concern:

Brunswick Companies serves as the bonding agent for Creative Air Mechanical Services, LLC (Creative Air). Creative Air is underwritten and bonds are provided by The Lexington National Insurance Corporation. Lexington is rated A- (Excellent) by AM Best.

The current bond program with Lexington has a single limit of \$1 million and an aggregate limit of \$2 million. Lexington will favorably consider projects within these limits. They will also consider projects outside these limits on a case-by-case basis.

As always, Lexington reserves the right to perform their normal underwriting at the time of any bond request. This includes, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Lexington assumes no liability if for any reason they choose not to approve a bond.

If we can provide any further assurance or assistance, please do not hesitate to call us.

Best Regards,

Todd Stein

Attorney-In-Fact

=WATE

Printed on: 5/8/2024 3:04:02 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov



Office of Small Business & DVBE Services

Certification ID: 2036581

Legal Business Name:

CREATIVE AIR MECHANICAL SERVICES LLC

Doing Business As (DBA) Name 1:

Doing Business As (DBA) Name 2:

Address:

6316 SEAWALK DR

PLAYA VISTA

CA 90094-2270

Email Address:

chris@creativeairmechanical.com

Business Web Page:

www.creativeairmechanical.com

Business Phone Number:

818.403.4956

Business Fax Number:

Business Types:

Construction, Service

| Certification Type | Status | From | То |
|--------------------|----------|------------|------------|
| SB(Micro) | Approved | 05/08/2024 | 05/31/2026 |
| SB-PW | Approved | 05/08/2024 | 05/31/2026 |

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?

Email: <u>OSDSHELP@DGS.CA.GOV</u> Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605



Procurement Division 707 Third Street, 2nd Floor, MS #2-202 West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Creative Air Mechanical Services, LLC

| CMAS NUMBER: | 4-23-12-1018 |
|-----------------------|------------------------------------------|
| CMAS TERM DATES: | 12/12/2023 through 6/30/2028 |
| EFFECTIVE DATE: | 12/12/2023 |
| CMAS CATEGORY: | Non-Information Technology Commodities |
| APPLICABLE CMAS | March 1, 2023 |
| TERMS & CONDITIONS: | |
| | State Agencies: See Purchasing Authority |
| MAXIMUM ORDER LIMIT: | Dollar Threshold provision |
| | Local Government Agencies: Unlimited |
| FOR USE BY: | State & Local Government Agencies |
| BASE SCHEDULE #: | 47QSHA18D0023 |
| BASE SCHEDULE HOLDER: | OSC Solutions Inc |
| | Bryan Dugger |
| PROGRAM ANALYST | bryan.dugger@dgs.ca.gov |
| | |

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, installation, maintenance, and repair of Heating, Ventilation, and Air Conditioning (HVAC) products and hardware store products. (See pages 3 and 4 for the job titles and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CREATIVE AIR MECHANICAL SERVICES, LLC CMAS NUMBER 4-23-12-1018

Buyers must verify that the CMAS contractor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS contractor is providing installation, maintenance, and repair services.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the <u>CALPIA website</u>. A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CREATIVE AIR MECHANICAL SERVICES, LLC CMAS NUMBER 4-23-12-1018

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Air Compressor
Air Filtration System
Brand-Carrier
HVAC-Equip
Refrigerant Compressor
Screw Compressor
Service-Equipment Installation
Service-Equipment Maintenance
Service-Equipment Repair

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, installation, maintenance, and repair of Heating, Ventilation, and Air Conditioning (HVAC) products and hardware store products.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

Only the following job titles are available within the scope of this CMAS:

Controls Technician HVAC Technician II / HVAC Field Technician HVAC Technician III / Chiller Mechanic

The ordering agency must verify the following current information about the job titles available in the base schedule at the <u>General Services Administration (GSA) eLibrary</u>:

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.



6.3 Required Forms

| 6.3.1 | Certification of | of Proposo |
|-------|------------------|------------|
| 6.3.1 | Certification of | of Proposo |

RFP #: 2411-33

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

- Proposer declares and warrants that no elected or appointed official, officer or employee
 of the City has been or shall be compensated, directly or indirectly, in connection with this
 proposal or any work connected with this proposal. Should any agreement be approved
 in connection with this Request for Proposal, Proposer declares and warrants that no
 elected or appointed official, officer or employee of the City, during the term of his/her
 service with the City shall have any direct interest in that agreement, or obtain any present,
 anticipated or future material benefit arising therefrom.
- 2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6. The proposal shall be valid for 90 days from the date of submittal.

Printed Name and Title:

Chris Rochon - General Manager, Owner



6.3.2 Non-Collusion Affidavit

RFP #: 2411-33

The undersigned declares states and certifies that:

- 1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This proposal is genuine and not collusive or sham.
- 3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Lawndale or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
- 7. I have not entered into any arrangement or agreement with any City of Lawndale public officer in connection with this proposal.
- 8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

| Signature of Authorized Representative: |
|-----------------------------------------|
| $C \sim 1$ |
| Printed Name and Title: |
| Chris Rochon - General Manager, Owner |



6.3.3 Compliance with Insurance Requirements

RFP #: 2411-33

The selected proposer will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

- 1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
- 2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Signature of Authorized Representative:

Printed Name and Title:

Chris Rochon - General Manager, Owner



6.3.4 Acknowledgement of Professional Services Agreement

Sample Professional Services Agreement.

RFP #: _2411-33

The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's

Signature of Authorized Representative:

Printed Name and Title:

Chris Rochon - General Manager, Owner



TRADE: HVAC SERVICES

FEE SCHEDULE: LABOR RATES

| Labor Classification | Hourly Rate (normal business hours) | Hourly Rate (Overtime) | Hourly Rate (Holidays / Sundays) |
|----------------------------------------------|----------------------------------------|---------------------------|----------------------------------------|
| HVAC Technician (airside) (Journeyman) | \$170 | \$255 | \$310 |
| Chiller Technician (chiller) (Journeyman) | \$225 | \$303 | \$450 |
| Area Foreman / Supervisor | \$180 | \$243 | \$360 |
| Project Manager | \$165 | \$248 | \$248 |

Additional Pricing Clarifications:

- Truck Charge: a \$125 truck fee (per vehicle) will be included for service calls.
- Parts and Materials: Costs for parts and materials will be billed at cost plus 20%.
- Subcontractors / Vendors: Costs for all subcontractors will be billed at cost plus 15%.
- **Inspection Reports:** Detailed inspection and maintenance reports will be provided after each service visit at no additional charge.
- DIR Prevailing Wage Compliance: All labor rates listed are DIR compliant.
- Labor Rate Increase will be based on CPI index 3-5% year over year



REQUEST FOR PROPOSALS (RFP) NO. 2411-33 ON-CALL HVAC PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES IN THE CITY OF LAWNDALE, CALIFORNIA



CITY OF LAWNDALE

Department of Public Works

4722 Manhattan Beach Blvd.

Lawndale, CA 90260

(310) 973-3260



NOTICE:

RELEASE DATE:

November 13, 2024

DUE DATE:

December 4, 2024 @ 2:00 p.m. PST

Notice is hereby given that the Department of Public Works of the City of Lawndale will receive proposals for:

RFP# 2411-33, HVAC PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

Proposals must be submitted as one unbound hard copy and will be received until 2:00 p.m. PST, December 4, 2024. Proposals shall be submitted to:

City of Lawndale, City Hall Office of the City Clerk 14717 Burin Avenue Lawndale, CA 90260 Attn: Yvette Palomo

Email: ypalomo@lawndalecity.org
CC: city.org

The scope of work consists of routine inspections and Preventative Maintenance, Cleaning and Maintenance, Lubrication and Adjustments, Testing and Calibration, Minor Repairs and Replacements, Reporting and Documentation, Preventative Maintenance, Corrective Maintenance, and Performance Optimization of HVAC systems at City locations.

Proposals will not be opened at that time but will be submitted to the Public Works Department for verification and compliance with specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

To request a copy of the RFP documents, or for any inquiries regarding this RFP please contact **Nick Petrevski**, Associate Engineer at npetrevski@lawndalecity.org. All questions regarding the content of the RFP may be emailed to referenced above.



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1 Introduction

1.1 Invitation for Proposals

The City of Lawndale, Public Works Department is seeking a proposal from qualified individuals or firms to provide HVAC Preventative Maintenance and Repair at City Facilities. Proposer(s) must have the expertise, experience, and demonstrate resources available to perform the work described in the RFP.

Should an award be made, the selected Proposer(s) will enter into a professional services agreement with the City of Lawndale to provide these services.

1.2 RFP Timeline

| November 13, 2024 |
|--------------------------------|
| November 20, 2024 |
| November 27, 2024 |
| December 4, 2024 – 2:00 PM PST |
| January 2025 |
| |

1.3 Submittal Procedures

Proposers shall submit one unbound hard copy of your proposal and one hard copy of the cost proposal (fee schedule).

No proposals will be accepted after the listed date and time. The format, content, and procedures for submitting a proposal are provided in further detail within the RFP. (Check **Section 3** for complete submittal procedures)



1.4 Contact

Please direct any inquiries regarding this RFP to **Nick Petrevski** at npetrevski@lawndalecity.org
All questions regarding the content of the proposal shall be submitted via email to the address listed above. Responses to all questions will be sent via email to all requestors and posted on the City website.

1.5 General RFP Conditions

The following instructions and conditions apply to this RFP:

Pre-Contractual Expenses

The City of Lawndale shall not, in any event, be liable for any pre-contractual expenses incurred by any proposer. In addition, no proposer shall include any such expenses as part of the price proposed. Pre-contractual expenses are defined as expenses incurred by bidders in:

- Preparing a proposal in response to this RFP.
- Submitting that proposal to the City of Lawndale.
- Negotiating with the City of Lawndale any matter related to this RFP, proposal, and/or contractual agreement.
- Any other expenses incurred by the proposer prior to the date of an executed contract.

Authority to Withdraw RFP and/or Not Award Contract

The City of Lawndale reserves the right to withdraw this RFP at any time for any reason without prior notice. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP. The City expressly reserves the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

Authority to Revise RFP and Request Additional Information

The City reserves the rights to amend the RFP at any time, to determine the successful respondent(s), and to reject any or all Proposals or their components. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will notify the known holders of this RFP and post addendums to the city website. It is the responsibility of all prospective respondents to check the city website regularly to see whether any addenda or supplemental materials have been issued. Proposals shall acknowledge that the proposer is aware of all addendums which have been issued and has incorporated their provisions in their proposal by completing the Certification of Proposal Form.

The City reserves the right to request additional information or clarifications from proposers where it may serve the City's best interest.



Other Conditions

- ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm(s), the Scope of Work may be modified and refined during negotiations with the City. Any proposer that provides additional services can include those services in the proposal and list them as additional services.
- AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally
 authorized to bind the proposer to a contract for the execution of the work. Upon request
 of the City, any agent submitting a proposal on behalf of a proposer shall provide a current
 power of attorney certifying the agent's authority to bind the proposer.
- AWARD OF PROPOSAL. The City reserves the right to negotiate final terms with the selected proposer, if any. Award may be made to the proposer offering the most advantageous proposal after consideration of all criteria.
- **COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.
- CONFLICT OF INTEREST. By signing the Certification of Proposal, the proposer declares and
 warrants that no elected or appointed official, officer or employee of the City has been
 or shall be compensated, directly or indirectly, in connection with this proposal or any work
 connected with this proposal. Should any agreement be approved in connection with this
 Request for Proposal, proposer declares and warrants that no elected or appointed
 official, officer or employee of the City, during the term of his/her service with the City shall
 have any direct interest in that agreement, or obtain any present, anticipated or future
 material benefit arising therefrom.
- **DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a proposer is interested. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit.
- EXAMINATION OF DOCUMENTS. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addendums (if any). Proposers shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision necessary to perform the work as specified by these documents. The failure or neglect of the proposer to examine documents shall in no way relieve the proposer from any obligations with respect to the solicitation for and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a proposer to receive or examine any of the documents shall in no way relieve the proposer from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
- INTERPRETATION OF RFP DOCUMENTS. The City reserves the right to make corrections or
 clarifications of the information provided in this RFP. If any person is in doubt as to the true
 meaning of any part of this RFP documents, or finds discrepancies or omissions in the
 document, the person may submit to the City a written request for an interpretation or
 correction. Oral statement(s), interpretations or clarifications concerning meaning or intent
 of the contents of this RFP by any person are unauthorized and invalid. Modifications to

City of Lawndale



the RFP, including, but not limited to the scope of work, can be made only by written the City. **Proposers** shall submit all questions addendum issued by npetrevski@lawndalecity.org, Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each proposer to ensure the City has their correct business name, mailing address and e-mail address on file through the project manager, Nick Petrevski at npetrevski@lawndalecity.org. Any prospective proposers who obtained a set of RFP documents from the city website are responsible for checking to verity if any subsequent Addendums were issued.

- **IRREGULARITIES.** The City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.
- NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not
 discriminate against any employee or applicant for employment because of race,
 religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical
 condition, pregnancy or pregnancy-related condition, political affiliation or opinion, age
 or medical condition.
- NON-EXCLUSIVE. Should the City make an award, the successful proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
- OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one cost proposal.
- OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within its bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
- PROFESSIONAL SERVICES AGREEMENT. Prior to awarding any work, the selected Proposer
 will be required to execute a professional services agreement (sample attached) with the
 City. Any proposed change to the agreement shall be identified in the response to the
 Request for Qualifications (RFP) and shall be subject to the sole approval of the City. The
 City requires the Proposer to obtain and maintain a policy of professional liability and other
 insurance as indicated in the agreement.
- NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and
 its contents secured by City staff to prevent disclosure during the evaluative process and
 the process of negotiating with competing proposers. Adequate precautions shall be
 taken to treat each proposer fairly and to insure that information gleaned from competing
 proposals is not disclosed to other Proposers. Prices and other information concerning the
 proposals shall not be disclosed until a recommendation for award is made to the
 awarding authority.
- PUBLIC RECORD. All proposals submitted in response to this RFP will become the property
 of the City upon submittal and a matter of public record when the City selects a proposer
 for recommendation to the City Council for its consideration pursuant to applicable law.



- REPRESENTATIONS. Proposer understands and acknowledges that the representations
 made in their submitted proposal are material and important, and will be relied on by the
 City in evaluation of the proposal. Proposer misrepresentation shall be treated as
 fraudulent concealment from the City of the facts relating to the proposal.
- **SEVERABILITY.** If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.
- SUBCONTRACTOR INFORMATION. If the proposal includes the use of sub-contractors, the
 proposer must identify specific sub-contractors and the specific requirements of this RFP
 for which each proposed sub-contractor would perform services. All sub-contractors for
 work services must follow all required provisions of the prime contract.
- VALIDITY. Proposal must be valid for a period of 90 days from the due date.
- WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by this RFP contact personal before the Proposal Submittal Deadline.
- **BUSINESS LICENSE**. The selected firm(s) must obtain a City of Lawndale Business license and maintain a current certificate of insurance with the City for the duration of the Professional Service Agreement.



2. Scope of Work

2.1 City Location and Characteristics

The City of Lawndale is located approximately 4.2 miles east of the Pacific Ocean within Los Angeles County in what is commonly referred to locally as the "Heart of the South Bay" area. The City is bounded on the north by the City of Hawthorne, on the south by the City of Torrance, on the east by the City of Gardena, and on the west by the City of Redondo Beach. The city limits for Lawndale encompass a relatively small land area, approximately 2.0 square miles. Elevations in the City average approximately 59 feet in elevation.

Governed by a five-member City Council with members elected at large, Lawndale operates under the council/city manager form of government as a general law city. Like the community, the Council is informed, educated, and engaged. The programs and services provided by the City are accomplished through ten City departments: Administrative Services, City Clerk, City Manager, Community Development, Community Services, Finance, Municipal Services, Public Works, Sheriff's Department, and L.A. County Fire.

The City maintains HVAC equipment at various locations within Lawndale. Below is a list of locations that would require HVAC maintenance and repair:

City Hall
 Municipal Services/Cable TV
 Community Center
 14717 Burin Ave.
 14616 Grevillea Ave.
 14700 Burin Ave.

4. Public Works 4722 Manhattan Beach Blvd.

5. William Green Park 4558 W. 168th St.

6. Hogan Park 16605-16699 Osage Ave.

The City uses Continuum as its program for controls in the Community Center. Metasys is the program used for City Hall and Municipal Services/Cable TV. Public Works, William Green Park, and Hogan Park are controlled by thermostat. Below is the HVAC equipment list for each facility.

| Area Serves | Unit Make | Model # | Serial # |
|-----------------------------|-----------|-------------------|-----------------|
| City Hall | York | YCAL0033EE17 | 11531D53620281 |
| Municipal Services/Cable TV | York | YCAL0033EE46 | 11531D53620280 |
| Community Center | McQuay | RDT110DLY | FBOU11040136700 |
| Public Works (Bldg 1) | York | D7NX024D05606NXYA | W1A5437059 |
| Public Works (Bldg 2) | Carrier | 50SZ-030301 | 3407G31047 |
| William Green Park | Carrier | 50SZ-048501 | 3208G21368 |
| Hogan Park | Fujitsu | AOU18RLFC | LPN006313 |



2.2 Project Goals

- **Enhance System Efficiency:** Regular maintenance should aim to optimize system performance, reducing energy consumption and lowering utility bills.
- **Extend Equipment Lifespan:** Regular inspections and maintenance can significantly prolong the life of HVAC systems, reducing the need for premature replacements.
- **Minimize Breakdowns:** Proactive maintenance helps identify and address potential issues before they lead to system failures, ensuring continuous operation.
- Improve Indoor Air Quality: Regular cleaning and filter replacements help maintain better air
 quality, contributing to the health and comfort of occupants.
- **Reduce Repair Costs:** By catching issues early, preventative maintenance can lower the overall cost of repairs and avoid expensive emergency service calls.
- Increase Comfort Levels: A well-maintained system operates more effectively, providing consistent temperature and humidity levels for occupant comfort.
- **Develop a Maintenance Schedule:** Create and follow a regular maintenance schedule to ensure that all necessary tasks are completed timely.
- **Document Maintenance Activities:** Keeping detailed records of maintenance activities can help track performance trends and inform future maintenance needs.

2.3 Relevant Plans, Policies, Programs, or Projects

Proposers should review and consider the work already completed or underway in the development of approach, budget, and schedule. The following links are provided for your convenience:

NONE APPLICABLE

2.4 City Proposed Scope of Services

The Scope of Work shall include, but not limited to the following tasks:

Task 1- Routine Inspections & Preventative Maintenance

- Quarterly Inspections: Perform inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems, on a quarterly basis.
- Visual Checks: Conduct visual checks for any signs of wear, damage, or leaks.
- Operational Tests: Test the operation of HVAC systems to ensure they are functioning properly.



Task 2- Cleaning and Maintenance

- Filter Replacement: Replace air filters on a quarterly basis or as needed.
- Coil Cleaning: Clean evaporator and condenser coils semi-annually to ensure efficient heat transfer.
- Duct Cleaning: Clean air ducts annually to remove dust, debris, and contaminants.
- **Drain Line Maintenance**: Inspect and clean drain lines annually to prevent clogs and water damage.

Task 3- Lubrication and Adjustments

- **Lubrication**: Lubricate moving parts semi-annually, such as motors and fans, to reduce wear and extend the life of the equipment.
- Belt Adjustments: Check and adjust belts semi-annually for proper tension and alignment.
- Thermostat Calibration: Calibrate thermostats annually to ensure accurate temperature control.

Task 4- Testing and Calibration

- **Refrigerant Levels**: Check and adjust refrigerant levels semi-annually to maintain optimal system performance.
- System Calibration: Calibrate control systems and sensors semi- annually to ensure accurate operation.
- Safety Checks: Perform safety checks on all HVAC equipment annually to ensure compliance with safety standards.

Task 5- Minor Repairs and Replacements

- Component Replacement: Replace worn or damaged components, such as belts, filters, and fuses, as needed.
- Leak Repairs: Detect and repair minor refrigerant leaks to maintain system efficiency.

Task 6- Reporting and Documentation

- Maintenance Logs: Maintain detailed logs of all maintenance activities, including dates, tasks performed, and any issues identified. The log is to be retained at the City.
- Inspection Reports: Provide comprehensive inspection reports with recommendations for any



necessary repairs or improvements.

Task 7- Preventative Maintenance

- **Scheduled Inspections**: Conduct regular inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems.
- **Cleaning**: Clean and replace filters, coils, and other components to ensure efficient operation.
- Lubrication: Lubricate moving parts to reduce wear and extend the life of the equipment.
- **Testing and Calibration**: Test and calibrate thermostats, sensors, and control systems to ensure accurate operation.
- Refrigerant Management: Check and manage refrigerant levels to prevent leaks and ensure optimal performance.
- **Documentation**: Maintain detailed records of all maintenance activities, including dates, tasks performed, and any issues identified.

Task 8- Corrective Maintenance

- **Diagnostic Services**: Diagnose and troubleshoot issues with HVAC systems, including unusual noises, inefficient operation, and system failures.
- Repairs: Perform necessary repairs to restore HVAC systems to proper working condition, including parts replacement and system adjustments.
- **Emergency Services**: Provide 24/7 emergency repair services to address critical HVAC failures promptly.

Task 9- Performance Optimization

- Energy Efficiency Audits: Conduct periodic audits semi-annually to assess and improve the energy efficiency of HVAC systems.
- System Upgrades: Recommend and implement upgrades semi-annually to HVAC systems to enhance performance and efficiency



Workmanship, Supervision, Administration

- A skilled and experienced supervisor is required to ensure adherence to workmanship standards.
- All materials must be new, high-grade, and defect-free.
- Workmanship must meet the highest industry standards.
- Both materials and workmanship are subject to inspection and approval by the project administrator.
- Competent and experienced workers must perform their work.
- Personnel must wear identification badges or patches, and those near traffic lanes must wear safety vests.
- The contractor must designate a Project Manager as the primary contact throughout the project.
- The Project Manager must have the authority to resolve contract disputes and be experienced in supervising the requested services.

Safety, Compliance, and Permit Requirements

- All work must comply with CAL OSHA, City of Lawndale, ANSI, and ASTM regulations.
- The City can issue restraint or cease-and-desist orders for unsafe acts.
- Work sites must be free of hazards; hazardous conditions not caused by the contractor must be reported to the City.
- Safety Data Sheets (SDS) must be available on site.
- The contractor is responsible for obtaining all necessary permits and scheduling inspections.
- Materials must be free of asbestos, lead-based paint, or other hazardous materials.
- The contractor must maintain the required training for handling hazardous materials.



3. Proposal Submittal Instructions

3.1 Proposal Format

Proposals must be submitted as one unbound hard copy.

3.1.1 Proposal Submittals

Proposers shall submit **one unbound hard copy** of the proposal and one copy of the cost proposal (fee schedule), clearly marked "Cost Proposal" and submitted to:

City of Lawndale, City Hall Office of the City Clerk 14717 Burin Avenue Lawndale, CA 90260 Attn: Yvette Palomo

All pages should be numbered and identified sequentially by section. Proposals shall be no more than 50 total pages (25 double-sided pieces of paper) inclusive of the cover letter and all required forms.

3.2 Proposal Content

Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals should include the sections as described in greater detail below. Do NOT include marketing brochures or other promotional material not connected with this RFP.

3.2.1 Cover Letter

Proposals must be accompanied by a short cover letter, signed by an individual authorized to bind the proposing entity to all commitments made in the submittal. An unsigned statement of qualifications is grounds for rejection. The cover letter should include:

- Brief introduction of the firm (or team of firms);
- · Contact information for the person authorized to enter into an agreement with the City;
- Contact information for the contract manager that will serve as the day-to-day contact with the City. For this contract, the City will expect a dedicated point person to manage all task orders; serve as the conduit of information between any task-specific project managers and subcontractors; and ensure overall quality and responsiveness.
- Concise statement of understanding of the scope of work; and
- Acknowledgement of receipt of any addendums that were issued for this RFP.



3.2.2 Firm Profile

Proposers should provide a brief profile of the prime proposer and any sub-contractors, if any. Information should include, but is not limited to the following information:

- Proposer's official name and address.
- Name, address, email, and telephone number of the proposer's primary point of contact.
- Type of business entity of proposer (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if the entity is a joint venture.
- Federal Employer I.D. Number.
- Indication whether firm is totally or partially owned by another business organization (parent company) or individual.
- Number of years proposer has been in business under the present business name.
- Number of years of experience the proposer has had in providing required, equivalent, or related services.
- Any failures or refusals to complete a contract, and explanation.

3.2.3 Project Understanding and Approach to Scope of Work

Proposers should include in this section a statement of project understanding, organizational chart, approach to work program and summary of deliverables, described in greater detail below.

Statement of Project Understanding

Proposer must include in this section its understanding of the project and understanding of the Scope of Services noted herein. Proposer should be able to articulate a thorough understanding of the State, County and Local requirements, and other industry standards applicable to the project or services to be provided.

Organizational Chart

Proposer shall include an organizational chart that reflects key staff and roles/responsibilities of each individual assigned to provide services under this Proposal. Any roles or topics in which the proposer anticipates utilizing the expertise of subcontractors should be clearly identified.

Approach to Work Program (Required and Optional Tasks)

The City is seeking an effective, efficient and creative approach to preparing work products and meeting the City's goals and timelines. In this section, proposers should include their recommended approach to providing the requested professional services and tasks noted in the Scope of Services in the RFP. The approach to the work plan shall be of such detail to demonstrate the proposer's ability to accomplish project objectives. This section should also



include proposed approaches and techniques to engagement of community and stakeholders in the process of developing projects.

The proposer's approach should provide detail on both the required and optional tasks identified in the scope of work, as well as any additional tasks or services performed by the proposer.

Additional Services

Proposer shall provide the City with any additional services that the firm can provide. Proposer may additionally itemize those services which are further beneficial but are not noted in the aforementioned paragraphs as requirements.

Roles and Responsibilities for City Staff

3.2.4 Project Management Plan

Key to a creative, effective, and efficient delivery of projects is close coordination and communication between the City, community, and the selected proposer. In this section, proposers should provide information on scheduling, and describe the firm or project manager's approach to communications and quality assurance/quality control.

Quality Assurance/Quality Control Approach

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Proposer's method of ensuring that the assigned personnel's quality of work is high.

3.2.5 Experience and Qualifications

Proposers should include in this section a summary of relevant projects, contact information for references, and information about the experience, qualifications, and availability of key personnel, described in greater detail below.

Summary of Relevant Projects

Proposers should highlight representative projects that are similar in scope to the services requested to demonstrate the firm's depth of experience and familiarity with similar projects. For each project, please include the following information, at a minimum:

- Year started and completed (if relevant)
- Contracting Agency + Department
- Project Description
- Key Personnel Assigned
- Contract Value



References

Proposer must provide at least three (3) references for which proposer has provided on-call services similar in scope as set forth in the RFP within the last five (5) years. Reference information should include:

- Name of public agency
- Name of agency project manager
- Email address and telephone number of contact person
- Description of project or services provided
- Amount of on-call contract

Experience and Qualifications of Key Personnel

The proposer shall provide resumes indicating the experience and qualifications for the key personnel identified in the organization chart. Proposer shall also include the number and type of additional support personnel who will be providing services. At a minimum, the resume for each team member should include:

- Name
- Position and Role for This Project
- Degrees and Certifications
- Professional Memberships/Registrations
- Summary of Experience
- Work on Representative Project Similar in Scope

If sub-contractors are to be used as part of this proposal, a resume of the sub-contractor and relevant experience is to be included in the same format.

Assignment of Key Personnel

It is the City's preference to have the key personnel identified in the Organizational Chart remain with the individual project during its duration. In this section, please indicate the availability of key personnel to pursue completion of projects.

After contract execution the Proposer should not substitute key personnel (project manager and others listed by name in the proposal) or sub-contractors without prior written approval from the local agency. The proposer must request and justify the need for the substitution and obtain approval from the agency prior to use of a different sub-contractor on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost for geotechnical types of proposer contracts, the Proposer's project manager shall have all the necessary credentials to qualify him/her as a project manager for this project.



In the event there are proposed changes in key personnel, including sub-contractors, during the term of the agreement that are outside of the consulting firm's control, the proposer shall prepare a transition plan that is presented to the City's project manager for review.

3.2.6 Required Forms

Proposer shall review, acknowledge and submit the following forms:

- Certification of Proposal. Proposer is required to sign and submit the Certification of Proposal including acknowledgement that they have received and considered any addendums issued by the City of Lawndale in connection with this RFP. (See section 6.3.1)
- Non-Collusion Affidavit. Proposer is required to sign and submit the Non-Collusion Affidavit. (See section 6.3.2)
- Compliance with Insurance Requirements. Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional Services Agreement. (See section 6.3.3)
- Acknowledgement of Professional Services Agreement. Proposer shall demonstrate willingness and ability to comply with the City's Sample Professional Services Agreement and/or indicate any exceptions to the Professional Services Agreement. (See section 6.3.4)

3.2.7 Fee Schedule

Fee schedule shall be submitted along with proposal via hard copy to the City Clerk's office, labeled "Fee Schedule" and indicate the firm's name.

Proposer should provide the fee schedule for the duration of the agreement to successfully fulfill the Scope of Work detailed in this RFP. Required and optional tasks should be consistent with the tasks listed in the Scope of Services and be clearly marked in the fee schedule to facilitate consistent comparison of costs between proposals. The Fee Schedule should identify project team members, and hourly billing rates.

The method of payment shall be primarily at Specified Rates of Compensation but may include Cost per Unit of Work. The proposal should include hourly rates for all types of personnel required to perform the services described in this RFP.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.



4. Proposal Evaluation and Selection

4.1 Proposal Review Process

The City will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest priced fee schedule, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer. Evaluation scores will not be released until after award of proposal, if one is made.

Following the review of RFPs by the City's team, the City may invite short-listed proposers to be interviewed by a panel of City staff, which may include non-city personnel at the City's discretion. Discussions may, at the City's option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

The City will verify references of short-listed proposers, which may include persons not listed as references, and this will help inform the City's decisions. The City will select a proposer to negotiate for the performance of work. In negotiating the contract the City may request modifications to the proposed scope or to the technical team or other elements of the proposal. If negotiations fail, the City will commence negotiations with the next qualified candidate. Work will promptly commence following contract award and satisfaction of contract requirements.

4.2 Evaluation Criteria

Evaluation criteria will typically include RFP understanding, demonstrated expertise, relevant experience, availability of the firm's team, and other factors. Task orders resulting from this contract will be negotiated and executed between the City and the selected firm.

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of Lawndale will use the following criteria in its evaluation of proposals, interviews may be required with selected proposers, or verification of references. The categories will be weighted approximately as follows.

Approach and Methods (35%):

- A well thought-out and tailored approach to the technical work that responds to the City's particular issues and needs.
- Incorporation of innovative and/or creative approaches for providing the services that will maximize efficient, cost-effective operations or increased performance capabilities.



• Demonstration of the team's commitment to accurate and superior work products and services as detailed in the project management project management plan.

Relevant Experience & Expertise (40%):

- Recent experience preparing similar projects or providing similar services for jurisdictions.
- Familiarity and experience with applicable industry standards and any relevant federal, state, or local requirements.
- The depth and appropriateness of experience of individual members of the technical team as they relate to the specific technical tasks called for by the project
- The team's experience and ability to clearly communicate technical concepts and terminology with the city team.

Timeframe and Costs (15%):

- Display of responsive timeframe to assign tasks.
- Evidence of the team's ability to successfully respond to emergencies when called upon.

Administration (10%):

- Ability to comply with the timeline terms, and billing procedures.
- The extent and nature of any proposed amendments to the City's Professional Services Agreement.



5. Contract Expectations

5.1 Contract Period

The City anticipates the contract term would begin around January, 2025. The contract will be for a one-year period of time with an option to extend up to four one-year extensions.

5.2 Professional Services Agreement

The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

5.3 Standards of Work

In case of conflicts, ambiguities, discrepancies, errors, or omissions, Proposer shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Proposer prior to clarification by City shall be at Proposer's risk and expense.

5.4 Invoicing and Payment

Each invoice shall contain a progress report describing the work completed during the billing period and shall also include cost information by task regarding: previous work billed to date, work billed during the reporting period, percent of task completed and amount remaining by task.

Invoices are to be submitted monthly. The invoices shall reference the project title, and list charges by task, worker classification, hours, billing rate, and totals.

Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

| Contract Amount | Total Prior Contract Billings | Contract Work Performed this Period | Total Contract Amount Performed To Date | Contract Percent Complete | Total Amount Remaining for the Contract |
|--------------------|----------------------------------|-------------------------------------------|-----------------------------------------------|------------------------------|-----------------------------------------------|
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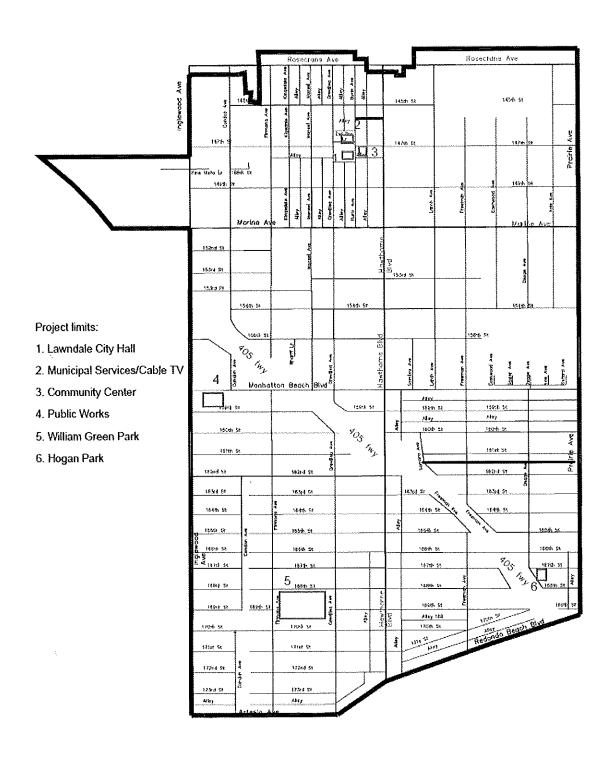


6. Attachments and Required Forms

6.1 Maps

6.1.1 City Map

HVAC Preventative Maintenance and Repair at City Facilities Location Map





Since 1998, Element Mechanical Services Inc. has been helping Southern California businesses build, maintain, and service their HVAC equipment and systems.

Over the years, we have grown into a full-service commercial HVAC contractor. We have always provided (and still provide) service for small and large businesses. Today we are a organization focused on serving commercial, industrial, and institutional property owners and managers through strategic partnerships.

Our partnering approach to the marketplace assures that we serve customers by assisting them with the long-term management of the HVAC & Refrigeration systems in their facilities. Element Mechanical Services understands the critical nature of your HVAC systems from office buildings to industrial manufacturing plants. When precise and uninterrupted heating, cooling, dehumidification, and air flows are an integral part of your process, you can count on the services of EMS to keep your system performing to satisfy your customers and keep your production lines running.

Our office is stationed at 16749 Parkside Avenue, Cerritos, CA 90703. Find us online at www.emshvac.org

Federal ID number: 47-5005959 S-Corp: Israel Arana Owner/Operator

Israel has been working in the HVAC industry since 2005

Your POC is Israel Arana his contact information phone/text 562-668-1057 and email israel@emshvac.org. Your secondary point will be Victor Arreguin, 323-506-3579 call/text and email v.arreguin@emshvac.org.

It is our understanding that the preventative maintenance contract would be for 1-110 Ton air-cooled chiller (Community Center), 2-30 Ton air-cooled chillers (Municipal Services and City Hall), 1-2 Ton Packaged unit (Public Works Building #1), 1-2.5 Ton Packaged unit (Public Works Building #2), 1-4 Ton Packaged unit (William Green Park) and 1-1.5 Ton Ductless Minisplit (Hogan Park). With quarterly inspections and bi-annual coil cleaning.

Our team is highly skilled and trained within this industry, however there are checks and balances that we all provide on each other to insure the QA/QC is met.

6.2 Sample Professional Services Agreement

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR [REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

This Contract Services Agreement ("Agreement") is made and entered into this 4 day of Movember, 20 4 by and between the City of Lawndale, a municipal corporation ("City"), and Element Medianical Services ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

- 1.1 <u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit* "A" and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- 1.2 <u>Contractor's Proposal</u>. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.
- 1.3 <u>Compliance with Law.</u> 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 <u>Licenses, Permits, Fees and Assessments</u>. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
- 1.5 <u>Familiarity with Work.</u> By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.
- 1.6 <u>Additional Services</u>. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or



- (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.
- 1.7 <u>Special Requirements.</u> 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 <u>Environmental Laws</u>. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 <u>Contract Sum</u>. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of <u>Six Lees Theodor (Five Handred)</u> dollars (\$ 16, 500) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

2.2 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form



approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 <u>Availability of Funds</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit* "D", if any, and incorporated herein by this reference.
- Force Majeure. The time period(s) specified in the Schedule of Performance for 3.3 performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.
- 3.4 <u>Term.</u> Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than $\int Yeur \int f_{con} date \circ f$ First visit,



4.0 COORDINATION OF WORK

- Representative of Contractor. Acade is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.
- 4.2 <u>Contract Officer</u>. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.
- 4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.
- 4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor 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

City of Lawndale



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.

5.0 INSURANCE AND INDEMNIFICATION

- 5.1 <u>Insurance</u>. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:
- (a) <u>Commercial General Liability Insurance</u>. 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) <u>Workers' Compensation Insurance</u>. 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.
- (d) Professional Liability or Error and Omissions Insurance. A policy of insurance in an amount not less than \$______ per claim with respect to loss arising from the actions of Contractor 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 Contractor 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, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with



Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

5.2 Indemnification.

- (a) <u>Indemnity for Design Professional Liability</u>. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.
- (b) <u>Indemnity for Other Than Design Professional Liability</u>. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.



6.0 RECORDS AND REPORTS

- 6.1 <u>Reports.</u> Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.
- 6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.
- All drawings, specifications, reports, records, 6.3 Ownership of Documents. documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.
- Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless 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. subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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.

7.0 ENFORCEMENT OF AGREEMENT

- 7.1 <u>California Law.</u> This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.
- 7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.
- 7.3 <u>Waiver</u>. 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 <u>Termination Prior to Expiration of Term.</u> Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of



Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

- 7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.
- 7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1 <u>Non-liability of City Officers and Employees</u>. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Contractor.</u> Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.
- 8.4 <u>Covenant Against Discrimination</u>. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race,

City of Lawndale



color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

- 9.1 <u>Notice</u>. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 <u>Interpretation</u>. 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 <u>Integration; Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 9.6 <u>Counterparts</u>. 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

City of Lawndale



amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 <u>Modification of Agreement</u>. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Proposer and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

City of Lawndale



here]

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

| | CITY: CITY C a municipal corporation |)F on | LAWNDALE, |
|--------------------------------------------------------|--------------------------------------|----------|-----------|
| ATTEST: | By: Robert Pullen-M | | |
| Erica Harbison, City Clerk | | | |
| APPROVED AS TO FORM: Burke Williams & Sorensen, LLP | | | |
| Gregory M. Murphy, City Attorney | | | |

Element Mediania / CONTRACTOR:
[insert company name a [California corporation]

CA - C975541

By: With Arregula

Name: [insert name here] Victor Arregula

Title: [insert title] Gales Course Sugar

Name: [insert name here] Israel Arana
Title: [insert title] Serier Project Director

Address: [insert address] 16799 Packs de Aue [insert address] Cerritos, CA 90703

[insert address] [insert address]



EXHIBIT "A"

SCOPE OF SERVICES

[INSERT TEXT HERE]

Quarterly Preventative Maintenance

Element Mechanical Services is pleased to provide this proposal for preventative maintenance. (4) — Mechanical inspections & maintenance task per year for all air conditioning equipment. Some of the inspections are performed less than 4 x per year, this is pointed out on the equipment list. (4) — Air Filter changes per year HVAC Unit - Cooling only Compressor section • Inspect for oil leaks • Check for unusual noise • Check for excessive vibration • Inspect refrigeration compressor and piping for freon leaks • Test operation of safety controls • Check compressor mounting • Inspect condition of piping insulation HVAC unit — supply fan section • Check fan mounting • Check fan pulley • Verify blower rotation • Inspect blower scroll for debris • Inspect blower housing for rust • Check condition of evaporator coil HVAC Unit • Adjust and calibrate controls HVAC unit — condenser section • Inspect Fins • Inspect air cooled condenser coils • Inspect condenser fan motors • Clean condenser coils Other: • Remove and replace air filters • Flush out drain lines • Clear out drain pan



EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

- A new Section 2.4 is added to the Agreement to read as follows:
- Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by Element Mechanical 238220 . The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

• A new Section 5.1(e) is added to the Agreement to read as follows:

City of Lawndale



- (e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:
 - Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 - Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 - Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
 - Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deeplinking or framing, and infringement or violation of intellectual property rights.
 - Liability arising from the failure to render professional services
 - If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.



EXHIBIT "C"

SCHEDULE OF COMPENSATION

[INSERT TEXT HERE]

\$1,375 per month total of \$16,500 per year



EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[INSERT TEXT HERE]

Start date to be provided by the city.

Example Start 1/6/2025, 1st return visit would take place between 4/7/2025 and 4/14/2005.

We would handle under 30 TON on Day I and over 30 TON on Day I and over 30 TON on Day I and over



6.3 Required Forms

6.3.1 Certification of Proposal

RFP #: 2411-33

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

- Proposer declares and warrants that no elected or appointed official, officer or employee
 of the City has been or shall be compensated, directly or indirectly, in connection with this
 proposal or any work connected with this proposal. Should any agreement be approved
 in connection with this Request for Proposal, Proposer declares and warrants that no
 elected or appointed official, officer or employee of the City, during the term of his/her
 service with the City shall have any direct interest in that agreement, or obtain any present,
 anticipated or future material benefit arising therefrom.
- 2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6. The proposal shall be valid for 90 days from the date of submittal.

| 7. | Proposer acknowledges that the City may issue addendums related to this RFP and that |
|----|--------------------------------------------------------------------------------------|
| | the proposer has reviewed the following addendums which have been issued: |
| | ν μ |

8. Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal.

Signature of Authorized Representative:

Printed Name and Title:

Victor Arrequin Sales Coordinator



6.3.2 Non-Collusion Affidavit

RFP #: 2411 - 33

The undersigned declares states and certifies that:

- 1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This proposal is genuine and not collusive or sham.
- 3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Lawndale or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
- 7. I have not entered into any arrangement or agreement with any City of Lawndale public officer in connection with this proposal.
- 8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative:

Printed Name and Title:

Victor Arreguin Sales Coordinator



6.3.3 Compliance with Insurance Requirements

RFP #: 2411 - 33

The selected proposer will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

- 1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
- 2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Signature of Authorized Representative:

Printed Name and Title:

Victor Arreguin Sales Coordinator



6.3.4 Acknowledgement of Professional Services Agreement

RFP #: 2411 - 33

The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

- 1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's Sample Professional Services Agreement.
- 2. Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows:

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| | | | | | | | | | | | | |

Signature of Authorized Representative:

Printed Name and Title:

Victor Arregia Soles Coordinates

Attachment D



REQUEST FOR PROPOSALS (RFP) NO. 2411-33

ON-CALL HVAC PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

IN THE CITY OF LAWNDALE, CALIFORNIA



CITY OF LAWNDALE

Department of Public Works

4722 Manhattan Beach Blvd.

Lawndale, CA 90260

(310) 973-3260



NOTICE:

RELEASE DATE: November 13, 2024

DUE DATE: **December 4, 2024 @ 2:00 p.m. PST**

Notice is hereby given that the Department of Public Works of the City of Lawndale will receive proposals for:

RFP# 2411-33, HVAC PREVENTATIVE MAINTENANCE AND REPAIR AT CITY FACILITIES

Proposals must be submitted as one unbound hard copy and will be received until 2:00 p.m. PST, December 4, 2024. Proposals shall be submitted to:

City of Lawndale, City Hall Office of the City Clerk 14717 Burin Avenue Lawndale, CA 90260 Attn: Yvette Palomo

Email: <u>ypalomo@lawndalecity.org</u> CC: cityclerk@lawndalecity.org

The scope of work consists of routine inspections and Preventative Maintenance, Cleaning and Maintenance, Lubrication and Adjustments, Testing and Calibration, Minor Repairs and Replacements, Reporting and Documentation, Preventative Maintenance, Corrective Maintenance, and Performance Optimization of HVAC systems at City locations.

Proposals will not be opened at that time but will be submitted to the Public Works Department for verification and compliance with specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

To request a copy of the RFP documents, or for any inquiries regarding this RFP please contact **Nick Petrevski**, Associate Engineer at npetrevski@lawndalecity.org. All questions regarding the content of the RFP may be emailed to referenced above.



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1 Introduction

1.1 Invitation for Proposals

The City of Lawndale, Public Works Department is seeking a proposal from qualified individuals or firms to provide HVAC Preventative Maintenance and Repair at City Facilities. Proposer(s) must have the expertise, experience, and demonstrate resources available to perform the work described in the RFP.

Should an award be made, the selected Proposer(s) will enter into a professional services agreement with the City of Lawndale to provide these services.

1.2 RFP Timeline

| RFP posted | November 13, 2024 |
|--------------------------------------|--------------------------------|
| Deadline to submit written questions | November 20, 2024 |
| Posting of responses to questions | November 27, 2024 |
| Deadline to submit proposals | December 4, 2024 – 2:00 PM PST |
| Tentative award | January 2025 |

1.3 Submittal Procedures

Proposers shall submit one unbound hard copy of your proposal and one hard copy of the cost proposal (fee schedule).

No proposals will be accepted after the listed date and time. The format, content, and procedures for submitting a proposal are provided in further detail within the RFP. (Check **Section 3** for complete submittal procedures)



1.4 Contact

Please direct any inquiries regarding this RFP to **Nick Petrevski** at <u>npetrevski@lawndalecity.org</u> All questions regarding the content of the proposal shall be submitted via email to the address listed above. Responses to all questions will be sent via email to all requestors and posted on the City website.

1.5 General RFP Conditions

The following instructions and conditions apply to this RFP:

Pre-Contractual Expenses

The City of Lawndale shall not, in any event, be liable for any pre-contractual expenses incurred by any proposer. In addition, no proposer shall include any such expenses as part of the price proposed. Pre-contractual expenses are defined as expenses incurred by bidders in:

- Preparing a proposal in response to this RFP.
- Submitting that proposal to the City of Lawndale.
- Negotiating with the City of Lawndale any matter related to this RFP, proposal, and/or contractual agreement.
- Any other expenses incurred by the proposer prior to the date of an executed contract.

Authority to Withdraw RFP and/or Not Award Contract

The City of Lawndale reserves the right to withdraw this RFP at any time for any reason without prior notice. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP. The City expressly reserves the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

Authority to Revise RFP and Request Additional Information

The City reserves the rights to amend the RFP at any time, to determine the successful respondent(s), and to reject any or all Proposals or their components. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will notify the known holders of this RFP and post addendums to the city website. It is the responsibility of all prospective respondents to check the city website regularly to see whether any addenda or supplemental materials have been issued. Proposals shall acknowledge that the proposer is aware of all addendums which have been issued and has incorporated their provisions in their proposal by completing the Certification of Proposal Form.

The City reserves the right to request additional information or clarifications from proposers where it may serve the City's best interest.



Other Conditions

- **ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm(s), the Scope of Work may be modified and refined during negotiations with the City. Any proposer that provides additional services can include those services in the proposal and list them as additional services.
- **AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a proposer shall provide a current power of attorney certifying the agent's authority to bind the proposer.
- AWARD OF PROPOSAL. The City reserves the right to negotiate final terms with the selected proposer, if any. Award may be made to the proposer offering the most advantageous proposal after consideration of all criteria.
- COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.
- CONFLICT OF INTEREST. By signing the Certification of Proposal, the proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- **DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a proposer is interested. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit.
- **EXAMINATION OF DOCUMENTS.** It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addendums (if any). Proposers shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision necessary to perform the work as specified by these documents. The failure or neglect of the proposer to examine documents shall in no way relieve the proposer from any obligations with respect to the solicitation for and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a proposer to receive or examine any of the documents shall in no way relieve the proposer from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
- INTERPRETATION OF RFP DOCUMENTS. The City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of this RFP documents, or finds discrepancies or omissions in the document, the person may submit to the City a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to

City of Lawndale



the RFP, including, but not limited to the scope of work, can be made only by written addendum issued bv the City. Proposers shall submit *auestions* npetrevski@lawndalecity.org. Proposers may not contact any other staff members with auestions. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each proposer to ensure the City has their correct business name, mailing address and e-mail address on file through the project manager, Nick Petrevski at npetrevski@lawndalecity.org. Any prospective proposers who obtained a set of RFP documents from the city website are responsible for checking to verity if any subsequent Addendums were issued.

- **IRREGULARITIES.** The City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.
- NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not
 discriminate against any employee or applicant for employment because of race,
 religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical
 condition, pregnancy or pregnancy-related condition, political affiliation or opinion, age
 or medical condition.
- NON-EXCLUSIVE. Should the City make an award, the successful proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
- OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one cost proposal.
- OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within its bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
- PROFESSIONAL SERVICES AGREEMENT. Prior to awarding any work, the selected Proposer
 will be required to execute a professional services agreement (sample attached) with the
 City. Any proposed change to the agreement shall be identified in the response to the
 Request for Qualifications (RFP) and shall be subject to the sole approval of the City. The
 City requires the Proposer to obtain and maintain a policy of professional liability and other
 insurance as indicated in the agreement.
- NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and
 its contents secured by City staff to prevent disclosure during the evaluative process and
 the process of negotiating with competing proposers. Adequate precautions shall be
 taken to treat each proposer fairly and to insure that information gleaned from competing
 proposals is not disclosed to other Proposers. Prices and other information concerning the
 proposals shall not be disclosed until a recommendation for award is made to the
 awarding authority.
- PUBLIC RECORD. All proposals submitted in response to this RFP will become the property
 of the City upon submittal and a matter of public record when the City selects a proposer
 for recommendation to the City Council for its consideration pursuant to applicable law.



- **REPRESENTATIONS.** Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.
- **SEVERABILITY.** If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.
- **SUBCONTRACTOR INFORMATION.** If the proposal includes the use of sub-contractors, the proposer must identify specific sub-contractors and the specific requirements of this RFP for which each proposed sub-contractor would perform services. All sub-contractors for work services must follow all required provisions of the prime contract.
- VALIDITY. Proposal must be valid for a period of 90 days from the due date.
- WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by this RFP contact personal before the Proposal Submittal Deadline.
- **BUSINESS LICENSE**. The selected firm(s) must obtain a City of Lawndale Business license and maintain a current certificate of insurance with the City for the duration of the Professional Service Agreement.



2. Scope of Work

2.1 City Location and Characteristics

The City of Lawndale is located approximately 4.2 miles east of the Pacific Ocean within Los Angeles County in what is commonly referred to locally as the "Heart of the South Bay" area. The City is bounded on the north by the City of Hawthorne, on the south by the City of Torrance, on the east by the City of Gardena, and on the west by the City of Redondo Beach. The city limits for Lawndale encompass a relatively small land area, approximately 2.0 square miles. Elevations in the City average approximately 59 feet in elevation.

Governed by a five-member City Council with members elected at large, Lawndale operates under the council/city manager form of government as a general law city. Like the community, the Council is informed, educated, and engaged. The programs and services provided by the City are accomplished through ten City departments: Administrative Services, City Clerk, City Manager, Community Development, Community Services, Finance, Municipal Services, Public Works, Sheriff's Department, and L.A. County Fire.

The City maintains HVAC equipment at various locations within Lawndale. Below is a list of locations that would require HVAC maintenance and repair:

City Hall
 Municipal Services/Cable TV
 Community Center
 14717 Burin Ave.
 14616 Grevillea Ave.
 14700 Burin Ave.

4. Public Works 4722 Manhattan Beach Blvd.

5. William Green Park 4558 W. 168th St.

6. Hogan Park 16605-16699 Osage Ave.

The City uses Continuum as its program for controls in the Community Center. Metasys is the program used for City Hall and Municipal Services/Cable TV. Public Works, William Green Park, and Hogan Park are controlled by thermostat. Below is the HVAC equipment list for each facility.

| Area Serves | Unit Make | Model # | Serial # |
|-----------------------------|-----------|-------------------|-----------------|
| City Hall | York | YCAL0033EE17 | 11531D53620281 |
| Municipal Services/Cable TV | York | YCAL0033EE46 | 11531D53620280 |
| Community Center | McQuay | RDT110DLY | FBOU11040136700 |
| Public Works (Bldg 1) | York | D7NX024D05606NXYA | W1A5437059 |
| Public Works (Bldg 2) | Carrier | 50SZ-030301 | 3407G31047 |
| William Green Park | Carrier | 50SZ-048501 | 3208G21368 |
| Hogan Park | Fujitsu | AOU18RLFC | LPN006313 |



2.2 Project Goals

- **Enhance System Efficiency:** Regular maintenance should aim to optimize system performance, reducing energy consumption and lowering utility bills.
- **Extend Equipment Lifespan:** Regular inspections and maintenance can significantly prolong the life of HVAC systems, reducing the need for premature replacements.
- **Minimize Breakdowns:** Proactive maintenance helps identify and address potential issues before they lead to system failures, ensuring continuous operation.
- **Improve Indoor Air Quality:** Regular cleaning and filter replacements help maintain better air quality, contributing to the health and comfort of occupants.
- **Reduce Repair Costs:** By catching issues early, preventative maintenance can lower the overall cost of repairs and avoid expensive emergency service calls.
- **Increase Comfort Levels:** A well-maintained system operates more effectively, providing consistent temperature and humidity levels for occupant comfort.
- **Develop a Maintenance Schedule:** Create and follow a regular maintenance schedule to ensure that all necessary tasks are completed timely.
- **Document Maintenance Activities:** Keeping detailed records of maintenance activities can help track performance trends and inform future maintenance needs.

2.3 Relevant Plans, Policies, Programs, or Projects

Proposers should review and consider the work already completed or underway in the development of approach, budget, and schedule. The following links are provided for your convenience:

NONE APPLICABLE

2.4 City Proposed Scope of Services

The Scope of Work shall include, but not limited to the following tasks:

Task 1- Routine Inspections & Preventative Maintenance

- **Quarterly Inspections**: Perform inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems, on a quarterly basis.
- Visual Checks: Conduct visual checks for any signs of wear, damage, or leaks.
- Operational Tests: Test the operation of HVAC systems to ensure they are functioning properly.



Task 2- Cleaning and Maintenance

- Filter Replacement: Replace air filters on a quarterly basis or as needed.
- **Coil Cleaning**: Clean evaporator and condenser coils semi-annually to ensure efficient heat transfer.
- **Duct Cleaning**: Clean air ducts annually to remove dust, debris, and contaminants.
- **Drain Line Maintenance**: Inspect and clean drain lines annually to prevent clogs and water damage.

Task 3- Lubrication and Adjustments

- **Lubrication**: Lubricate moving parts semi-annually, such as motors and fans, to reduce wear and extend the life of the equipment.
- Belt Adjustments: Check and adjust belts semi-annually for proper tension and alignment.
- **Thermostat Calibration**: Calibrate thermostats annually to ensure accurate temperature control.

Task 4- Testing and Calibration

- **Refrigerant Levels**: Check and adjust refrigerant levels semi-annually to maintain optimal system performance.
- **System Calibration**: Calibrate control systems and sensors semi-annually to ensure accurate operation.
- Safety Checks: Perform safety checks on all HVAC equipment annually to ensure compliance with safety standards.

Task 5- Minor Repairs and Replacements

- **Component Replacement**: Replace worn or damaged components, such as belts, filters, and fuses, as needed.
- Leak Repairs: Detect and repair minor refrigerant leaks to maintain system efficiency.

Task 6- Reporting and Documentation

- **Maintenance Logs**: Maintain detailed logs of all maintenance activities, including dates, tasks performed, and any issues identified. The log is to be retained at the City.
- Inspection Reports: Provide comprehensive inspection reports with recommendations for any



necessary repairs or improvements.

Task 7- Preventative Maintenance

- **Scheduled Inspections**: Conduct regular inspections of HVAC systems, including air handlers, condensers, compressors, chillers, boilers, and control systems.
- **Cleaning**: Clean and replace filters, coils, and other components to ensure efficient operation.
- **Lubrication**: Lubricate moving parts to reduce wear and extend the life of the equipment.
- **Testing and Calibration**: Test and calibrate thermostats, sensors, and control systems to ensure accurate operation.
- **Refrigerant Management**: Check and manage refrigerant levels to prevent leaks and ensure optimal performance.
- **Documentation**: Maintain detailed records of all maintenance activities, including dates, tasks performed, and any issues identified.

Task 8- Corrective Maintenance

- **Diagnostic Services**: Diagnose and troubleshoot issues with HVAC systems, including unusual noises, inefficient operation, and system failures.
- **Repairs**: Perform necessary repairs to restore HVAC systems to proper working condition, including parts replacement and system adjustments.
- **Emergency Services**: Provide 24/7 emergency repair services to address critical HVAC failures promptly.

Task 9- Performance Optimization

- **Energy Efficiency Audits**: Conduct periodic audits semi-annually to assess and improve the energy efficiency of HVAC systems.
- **System Upgrades**: Recommend and implement upgrades semi-annually to HVAC systems to enhance performance and efficiency



Workmanship, Supervision, Administration

- A skilled and experienced supervisor is required to ensure adherence to workmanship standards.
- All materials must be new, high-grade, and defect-free.
- Workmanship must meet the highest industry standards.
- Both materials and workmanship are subject to inspection and approval by the project administrator.
- Competent and experienced workers must perform their work.
- Personnel must wear identification badges or patches, and those near traffic lanes must wear safety vests.
- The contractor must designate a Project Manager as the primary contact throughout the project.
- The Project Manager must have the authority to resolve contract disputes and be experienced in supervising the requested services.

Safety, Compliance, and Permit Requirements

- All work must comply with CAL OSHA, City of Lawndale, ANSI, and ASTM regulations.
- The City can issue restraint or cease-and-desist orders for unsafe acts.
- Work sites must be free of hazards; hazardous conditions not caused by the contractor must be reported to the City.
- Safety Data Sheets (SDS) must be available on site.
- The contractor is responsible for obtaining all necessary permits and scheduling inspections.
- Materials must be free of asbestos, lead-based paint, or other hazardous materials.
- The contractor must maintain the required training for handling hazardous materials.



3. Proposal Submittal Instructions

3.1 Proposal Format

Proposals must be submitted as one unbound hard copy.

3.1.1 Proposal Submittals

Proposers shall submit **one unbound hard copy** of the proposal and one copy of the cost proposal (fee schedule), clearly marked "Cost Proposal" and submitted to:

City of Lawndale, City Hall Office of the City Clerk 14717 Burin Avenue Lawndale, CA 90260 Attn: Yvette Palomo

All pages should be numbered and identified sequentially by section. Proposals shall be no more than 50 total pages (25 double-sided pieces of paper) inclusive of the cover letter and all required forms.

3.2 Proposal Content

Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals should include the sections as described in greater detail below. Do NOT include marketing brochures or other promotional material not connected with this RFP.

3.2.1 Cover Letter

Proposals must be accompanied by a short cover letter, signed by an individual authorized to bind the proposing entity to all commitments made in the submittal. An unsigned statement of qualifications is grounds for rejection. The cover letter should include:

- Brief introduction of the firm (or team of firms);
- Contact information for the person authorized to enter into an agreement with the City;
- Contact information for the contract manager that will serve as the day-to-day contact with the City. For this contract, the City will expect a dedicated point person to manage all task orders; serve as the conduit of information between any task-specific project managers and subcontractors; and ensure overall quality and responsiveness.
- Concise statement of understanding of the scope of work; and
- Acknowledgement of receipt of any addendums that were issued for this RFP.



3.2.2 Firm Profile

Proposers should provide a brief profile of the prime proposer and any sub-contractors, if any. Information should include, but is not limited to the following information:

- Proposer's official name and address.
- Name, address, email, and telephone number of the proposer's primary point of contact.
- Type of business entity of proposer (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if the entity is a joint venture.
- Federal Employer I.D. Number.
- Indication whether firm is totally or partially owned by another business organization (parent company) or individual.
- Number of years proposer has been in business under the present business name.
- Number of years of experience the proposer has had in providing required, equivalent, or related services.
- Any failures or refusals to complete a contract, and explanation.

3.2.3 Project Understanding and Approach to Scope of Work

Proposers should include in this section a statement of project understanding, organizational chart, approach to work program and summary of deliverables, described in greater detail below.

Statement of Project Understanding

Proposer must include in this section its understanding of the project and understanding of the Scope of Services noted herein. Proposer should be able to articulate a thorough understanding of the State, County and Local requirements, and other industry standards applicable to the project or services to be provided.

Organizational Chart

Proposer shall include an organizational chart that reflects key staff and roles/responsibilities of each individual assigned to provide services under this Proposal. Any roles or topics in which the proposer anticipates utilizing the expertise of subcontractors should be clearly identified.

Approach to Work Program (Required and Optional Tasks)

The City is seeking an effective, efficient and creative approach to preparing work products and meeting the City's goals and timelines. In this section, proposers should include their recommended approach to providing the requested professional services and tasks noted in the Scope of Services in the RFP. The approach to the work plan shall be of such detail to demonstrate the proposer's ability to accomplish project objectives. This section should also



include proposed approaches and techniques to engagement of community and stakeholders in the process of developing projects.

The proposer's approach should provide detail on both the required and optional tasks identified in the scope of work, as well as any additional tasks or services performed by the proposer.

Additional Services

Proposer shall provide the City with any additional services that the firm can provide. Proposer may additionally itemize those services which are further beneficial but are not noted in the aforementioned paragraphs as requirements.

Roles and Responsibilities for City Staff

3.2.4 Project Management Plan

Key to a creative, effective, and efficient delivery of projects is close coordination and communication between the City, community, and the selected proposer. In this section, proposers should provide information on scheduling, and describe the firm or project manager's approach to communications and quality assurance/quality control.

Quality Assurance/Quality Control Approach

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Proposer's method of ensuring that the assigned personnel's quality of work is high.

3.2.5 Experience and Qualifications

Proposers should include in this section a summary of relevant projects, contact information for references, and information about the experience, qualifications, and availability of key personnel, described in greater detail below.

Summary of Relevant Projects

Proposers should highlight representative projects that are similar in scope to the services requested to demonstrate the firm's depth of experience and familiarity with similar projects. For each project, please include the following information, at a minimum:

- Year started and completed (if relevant)
- Contracting Agency + Department
- Project Description
- Key Personnel Assigned
- Contract Value



References

Proposer must provide at least three (3) references for which proposer has provided on-call services similar in scope as set forth in the RFP within the last five (5) years. Reference information should include:

- Name of public agency
- Name of agency project manager
- Email address and telephone number of contact person
- Description of project or services provided
- Amount of on-call contract

Experience and Qualifications of Key Personnel

The proposer shall provide resumes indicating the experience and qualifications for the key personnel identified in the organization chart. Proposer shall also include the number and type of additional support personnel who will be providing services. At a minimum, the resume for each team member should include:

- Name
- Position and Role for This Project
- Degrees and Certifications
- Professional Memberships/Registrations
- Summary of Experience
- Work on Representative Project Similar in Scope

If sub-contractors are to be used as part of this proposal, a resume of the sub-contractor and relevant experience is to be included in the same format.

Assignment of Key Personnel

It is the City's preference to have the key personnel identified in the Organizational Chart remain with the individual project during its duration. In this section, please indicate the availability of key personnel to pursue completion of projects.

After contract execution the Proposer should not substitute key personnel (project manager and others listed by name in the proposal) or sub-contractors without prior written approval from the local agency. The proposer must request and justify the need for the substitution and obtain approval from the agency prior to use of a different sub-contractor on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost for geotechnical types of proposer contracts, the Proposer's project manager shall have all the necessary credentials to qualify him/her as a project manager for this project.



In the event there are proposed changes in key personnel, including sub-contractors, during the term of the agreement that are outside of the consulting firm's control, the proposer shall prepare a transition plan that is presented to the City's project manager for review.

3.2.6 Required Forms

Proposer shall review, acknowledge and submit the following forms:

- **Certification of Proposal.** Proposer is required to sign and submit the Certification of Proposal including acknowledgement that they have received and considered any addendums issued by the City of Lawndale in connection with this RFP. (See section 6.3.1)
- **Non-Collusion Affidavit.** Proposer is required to sign and submit the Non-Collusion Affidavit. (See section 6.3.2)
- Compliance with Insurance Requirements. Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional Services Agreement. (See section 6.3.3)
- Acknowledgement of Professional Services Agreement. Proposer shall demonstrate willingness and ability to comply with the City's Sample Professional Services Agreement and/or indicate any exceptions to the Professional Services Agreement. (See section 6.3.4)

3.2.7 Fee Schedule

Fee schedule shall be submitted along with proposal via hard copy to the City Clerk's office, labeled "Fee Schedule" and indicate the firm's name.

Proposer should provide the fee schedule for the duration of the agreement to successfully fulfill the Scope of Work detailed in this RFP. Required and optional tasks should be consistent with the tasks listed in the Scope of Services and be clearly marked in the fee schedule to facilitate consistent comparison of costs between proposals. The Fee Schedule should identify project team members, and hourly billing rates.

The method of payment shall be primarily at Specified Rates of Compensation but may include Cost per Unit of Work. The proposal should include hourly rates for all types of personnel required to perform the services described in this RFP.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.



4. Proposal Evaluation and Selection

4.1 Proposal Review Process

The City will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest priced fee schedule, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer. Evaluation scores will not be released until after award of proposal, if one is made.

Following the review of RFPs by the City's team, the City may invite short-listed proposers to be interviewed by a panel of City staff, which may include non-city personnel at the City's discretion. Discussions may, at the City's option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

The City will verify references of short-listed proposers, which may include persons not listed as references, and this will help inform the City's decisions. The City will select a proposer to negotiate for the performance of work. In negotiating the contract the City may request modifications to the proposed scope or to the technical team or other elements of the proposal. If negotiations fail, the City will commence negotiations with the next qualified candidate. Work will promptly commence following contract award and satisfaction of contract requirements.

4.2 Evaluation Criteria

Evaluation criteria will typically include RFP understanding, demonstrated expertise, relevant experience, availability of the firm's team, and other factors. Task orders resulting from this contract will be negotiated and executed between the City and the selected firm.

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of Lawndale will use the following criteria in its evaluation of proposals, interviews may be required with selected proposers, or verification of references. The categories will be weighted approximately as follows.

Approach and Methods (35%):

- A well thought-out and tailored approach to the technical work that responds to the City's particular issues and needs.
- Incorporation of innovative and/or creative approaches for providing the services that will maximize efficient, cost-effective operations or increased performance capabilities.



• Demonstration of the team's commitment to accurate and superior work products and services as detailed in the project management project management plan.

Relevant Experience & Expertise (40%):

- Recent experience preparing similar projects or providing similar services for jurisdictions.
- Familiarity and experience with applicable industry standards and any relevant federal, state, or local requirements.
- The depth and appropriateness of experience of individual members of the technical team as they relate to the specific technical tasks called for by the project
- The team's experience and ability to clearly communicate technical concepts and terminology with the city team.

Timeframe and Costs (15%):

- Display of responsive timeframe to assign tasks.
- Evidence of the team's ability to successfully respond to emergencies when called upon.

Administration (10%):

- Ability to comply with the timeline terms, and billing procedures.
- The extent and nature of any proposed amendments to the City's Professional Services Agreement.



5. Contract Expectations

5.1 Contract Period

The City anticipates the contract term would begin around January, 2025. The contract will be for a one-year period of time with an option to extend up to four one-year extensions.

5.2 Professional Services Agreement

The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

5.3 Standards of Work

In case of conflicts, ambiguities, discrepancies, errors, or omissions, Proposer shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Proposer prior to clarification by City shall be at Proposer's risk and expense.

5.4 Invoicing and Payment

Each invoice shall contain a progress report describing the work completed during the billing period and shall also include cost information by task regarding: previous work billed to date, work billed during the reporting period, percent of task completed and amount remaining by task.

Invoices are to be submitted monthly. The invoices shall reference the project title, and list charges by task, worker classification, hours, billing rate, and totals.

Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

| | Contract Amount | Total Prior Contract Billings | Contract Work Performed this Period | Total Contract Amount Performed To Date | Contract Percent Complete | Total Amount Remaining for the Contract |
|--|--------------------|----------------------------------|-------------------------------------------|-----------------------------------------------|------------------------------|-----------------------------------------------|
|--|--------------------|----------------------------------|-------------------------------------------|-----------------------------------------------|------------------------------|-----------------------------------------------|

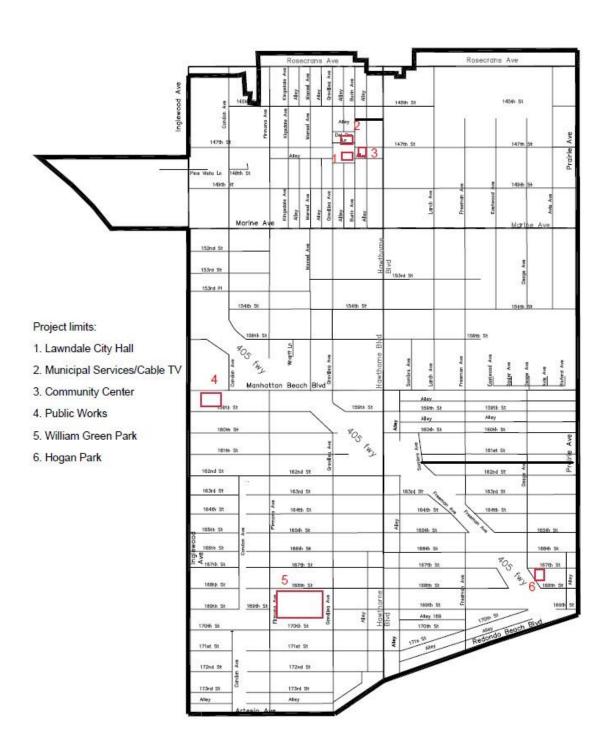


6. Attachments and Required Forms

6.1 Maps

6.1.1 City Map

HVAC Preventative Maintenance and Repair at City Facilities Location Map



6.2 Sample Professional Services Agreement

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR [REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

| This Contract Services Agreement ("Agreement") is made and entered into this | day of |
|------------------------------------------------------------------------------|---------|
| , 20, by and between the City of Lawndale, a municipal corporation ("City" |), and |
| ("Contractor"). The term Contractor includes profess | sionals |
| performing in a consulting capacity. The parties hereto agree as follows: | |

1.0 SERVICES OF CONTRACTOR

- 1.1 <u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, Contractor shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit* "A" and incorporated herein by this reference. Contractor warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- 1.2 <u>Contractor's Proposal</u>. The Scope of Services shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.
- 1.3 <u>Compliance with Law.</u> 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 <u>Licenses, Permits, Fees and Assessments</u>. Contractor shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
- 1.5 <u>Familiarity with Work</u>. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.
- 1.6 <u>Additional Services</u>. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or



- (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.
- 1.7 <u>Special Requirements.</u> 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 <u>Environmental Laws</u>. Contractor shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Contractor shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

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

2.2 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form



approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Contractor for correction and resubmission. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found substantially inadequate.

2.3 <u>Availability of Funds</u>. 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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit* "D", if any, and incorporated herein by this reference.
- Force Majeure. The time period(s) specified in the Schedule of Performance for 3.3 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 nealigence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.
- 3.4 <u>Term.</u> Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than



4.0 COORDINATION OF WORK

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

 It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Contractor without the express written approval of City.
- 4.2 <u>Contract Officer</u>. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.
- 4.3 <u>Prohibition Against Subcontracting or Assignment</u>. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred or assigned without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor taking all transfers into account on a cumulative basis. A prohibited transfer or assignment shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.
- 4.4 <u>Independent Contractor</u>. 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.

5.0 INSURANCE AND INDEMNIFICATION

- 5.1 <u>Insurance</u>. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:
- (a) <u>Commercial General Liability Insurance</u>. 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) <u>Workers' Compensation Insurance</u>. 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) <u>Automotive Insurance</u>. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$______ per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.
- (d) <u>Professional Liability or Error and Omissions Insurance</u>. A policy of ______ insurance in an amount not less than \$_____ per claim with respect to loss arising from the actions of Contractor 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 Contractor 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, Contractor shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Contractor has provided City with

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Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

5.2 Indemnification.

- (a) <u>Indemnity for Design Professional Liability</u>. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.
- (b) Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, employees, or subcontractors of Contractor.



6.0 RECORDS AND REPORTS

- 6.1 <u>Reports</u>. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.
- 6.2 <u>Records</u>. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.
- 6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages Except as necessary for the performance of services under this resulting therefrom. Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.
- Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless 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 Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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.

7.0 ENFORCEMENT OF AGREEMENT

- 7.1 <u>California Law.</u> This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.
- 7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.
- 7.3 <u>Waiver</u>. 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 <u>Termination Prior to Expiration of Term.</u> Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of



Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

- 7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.
- 7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1 <u>Non-liability of City Officers and Employees</u>. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 <u>Conflict of Interest; City</u>. 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 <u>Conflict of Interest; Contractor</u>. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.
- 8.4 <u>Covenant Against Discrimination</u>. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race,



color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

- 9.1 <u>Notice</u>. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 <u>Interpretation</u>. 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 <u>Integration; Amendment</u>. 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 <u>Severability</u>. 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 <u>Corporate Authority</u>. 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. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 9.6 <u>Counterparts</u>. 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

City of Lawndale



amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 <u>Modification of Agreement</u>. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Proposer and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

City of Lawndale



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

| | CITY: CITY a munici | OF oal corporation | | LAWNDALE, |
|--------------------------------------------------------|---------------------------|------------------------------------------------------------------------------|------|-----------|
| ATTEST: | By:Ro | obert Pullen-Miles, Ma | yor | |
| Erica Harbison, City Clerk | | | | |
| APPROVED AS TO FORM: Burke Williams & Sorensen, LLP | | | | |
| Gregory M. Murphy, City Attorney | | | | |
| | | CTOR: company rnia corporation] | name | here] |
| | | | | |
| | | [insert name here] [insert title] | | |
| | Ву: | | | |
| | Name: Title: | [insert name here] [insert title] | | |
| | Address: | [insert address] [insert address] [insert address] [insert address] | | |



EXHIBIT "A"

SCOPE OF SERVICES

[INSERT TEXT HERE]



EXHIBIT "B"

SPECIAL REQUIREMENTS

[Delete when not applicable.]

- A new Section 2.4 is added to the Agreement to read as follows:
- Prevailing Wages; Indemnification. Contractor and all subcontractors shall comply with the State Labor standards. State Labor standards provisions, including prevailing wage requirements, will be enforced such that the general rate of per diem wages (prevailing wage) shall be paid for each craft, classification, or type of worker needed to execute the contract to all workers employed in the execution of the contract for the work to be performed by . The State General Prevailing Wage Determination is as established by the California Department of Industrial Relations for Los Angeles County. (Refer to http://www.dir.ca.gov/OPRL/PWD/Determinations/Statewide/C-TT.pdf for additional information.) The prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

The Contractors and all subcontractors must submit electronic certified payroll records weekly directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) no less than monthly and must comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction.

Contractor shall indemnify, defend with legal counsel approved by the City, and hold the City and City's Parties harmless from and against any all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of any action, claim, or determination relating in any way to the failure to properly pay of prevailing wages. Moreover, the City retains the right to settle or abandon any such the matter without the Contractor's consent as to the City's liabilities or rights only."

A new Section 5.1(e) is added to the Agreement to read as follows:

City of Lawndale



- (e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:
 - Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 - Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 - Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.
 - Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - Liability arising from the failure to render professional services
 - If coverage is maintained on a "claims-made" basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.



EXHIBIT "C"

SCHEDULE OF COMPENSATION

[INSERT TEXT HERE]



EXHIBIT "D"

SCHEDULE OF PERFORMANCE

[INSERT TEXT HERE]

Printed Name and Title:



6.3 Required Forms

| <u>6.3.1</u> C | Certification of Proposal |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP #: | |
| of this | ndersigned hereby submits its proposal and agrees to be bound by the terms and conditions Request for Proposal (RFP). Proposer declares and warrants that no elected or appointed official, officer or employed of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/he service with the City shall have any direct interest in that agreement, or obtain any present anticipated or future material benefit arising therefrom. By submitting the response to this request, Proposer agrees, if selected to furnish service to the City in accordance with this RFP. Proposer has carefully reviewed its proposal and understands and agrees that the City i not responsible for any errors or omissions on the part of the Proposer and that the Propose is responsible for them. It is understood and agreed that the City reserves the right to accept or reject any or a proposals and to waive any informality or irregularity in any proposal received by the City The proposal response includes all of the commentary, figures and data required by the Request for Proposal The proposal shall be valid for 90 days from the date of submittal. |
| 7. | Proposer acknowledges that the City may issue addendums related to this RFP and tha the proposer has reviewed the following addendums which have been issued: |
| | Addendum: |
| | Addendum: |
| | Addendum: |
| | Addendum: |
| 8. | Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal. |
| Signat | ture of Authorized Representative: |



6.3.2 Non-Collusion Affidavit

| | FΡ | ш. | | |
|---|----|----|--|--|
| ĸ | FP | #. | | |
| • | | | | |

The undersigned declares states and certifies that:

- 1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- 2. This proposal is genuine and not collusive or sham.
- 3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
- 4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Lawndale or of anyone interested in the proposed contract.
- 5. All statements contained in the Proposal and related documents are true.
- 6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
- 7. I have not entered into any arrangement or agreement with any City of Lawndale public officer in connection with this proposal.
- 8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

| Signature of Authorized Representative: |
|-----------------------------------------|
| Printed Name and Title: |



<u>6.3.3 Compliance with Insurance Requirements</u>

| RFP #: |
|--------------------------------------------------------------------------------------------------------------------------------------------------|
| The selected proposer will be expected to comply with the City's insurance requirements contained within this RFP. |
| The undersigned declares states and certifies that: |
| Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal. |
| If selected, proposer agrees to accept all conditions and requirements as contained therein. |
| Signature of Authorized Representative: |
| Printed Name and Title: |

Printed Name and Title:



| CALIFORNIA |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.3.4 Acknowledgement of Professional Services Agreement |
| RFP #: |
| The selected proposer will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professiona Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professiona Services Agreement. |
| Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's Sample Professional Services Agreement. |
| Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows: |
| |
| |
| |
| |
| |
| |
| |
| Signature of Authorized Representative: |



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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/Director of Human Resources

SUBJECT: Discussion of City Clerk Compensation

BACKGROUND

At the December 2, 2024, City Council meeting, Mayor Pro Tem Pat Kearney requested that staff bring forward an item regarding the elected City Clerk's compensation for City Council's review and discussion.

STAFF REVIEW

Government Code section 36517 addresses the compensation of city clerk for a general law city to receive compensation at set times, as determined by an ordinance or resolution. The Lawndale Municipal Code Section 2.16.010 sets the current City Clerk's compensation at \$350 per month. The City Clerk's compensation was last reviewed and adjusted by City Council on September 17, 2007, by ordinance and increased from \$250 per month to its current rate of \$350 per month.

In October 2023, Lawndale City Council approved and adopted Ordinance No. 1204-23, amending the municipal code to adjust the City Council compensation from \$450 per month to \$950 per month, which went into effect in January 2025 in accordance with Senate Bill 329. Prior to this most recent adjustment, City Council's compensation had not been reviewed since May 2007.

Compensation information was obtained from three local cities: Hawthorne (\$833.33), El Segundo (\$3,375), and Gardena (\$1,000). Staff also reviewed the Government Code and found that there are no specific requirements or provisions for providing compensation adjustments for the City Clerk as there are for City Council. Should City Council consider increasing the City Clerk's compensation, an ordinance must be adopted in compliance with the Government Code, which will take effect 30 days after the second reading of the ordinance. It is important to note that should the City of Lawndale decide to pursue an adjustment for the City Clerk position, the amount should not be more than the City Council compensation, or lower than the current monthly rate of pay.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

The salary for the City Clerk is currently budgeted at \$4,200 per fiscal year. If the compensation is increased an amendment to the current Fiscal Year 2024-25 budget will be necessary.

RECOMMENDATION

Staff recommends that the City Council 1) review and discuss the City Clerk compensation; 2) provide direction to the City Manager and staff to prepare an amendment to the Lawndale Municipal Code to provide an adjustment to the City Clerk compensation; or 3) provide other direction to the City Manager and staff.



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DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: Report of Attendance at Meetings

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



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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: Conference with Legal Counsel – Existing Litigation

BACKGROUND

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(1), to discuss existing litigation: Name of Case: City of Lawndale v. LA Investment, LLC (LA Superior Court Case No. 20TRCV00065).



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

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

Yvette Palomo, Assistant City Clerk

SUBJECT: Conference with Legal Counsel – Anticipated Litigation

BACKGROUND

The City Council will conduct a closed session pursuant to Government Code section 54956.9(d)(4), to discuss the potential initiation of litigation: one (1) case.