CITY OF LAWNDALE
AGENDA OF THE LAWNDALE
CITY COUNCIL REGULAR MEETING

Monday, October 21, 2024, 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. PRESENTATIONS

2. Legislative Update

— Legislative Update by Senator Steven Bradford.

3. 2024 Deputy and Firefighter of the Year

— Presentation of 2024 Firefighter and Deputy of the Year Awards to Firefighter Markus Cooper and Deputy Daniel Robles, recognizing their exemplary service and outstanding commitment to public safety in the City of Lawndale.

4. Centinela Valley Union High School District Presentation

— Presentation by Dr. Stephen Nellman, Superintendent; Dr. Pamela Brown, Assistant Superintendent, Diversity, Equity & Inclusion; Dr. Kelly Santos, Assistant Superintendent, Educational Services; and Dr. Daniel Urrutia, Assistant Superintendent, Business Services.

5. ESMoA Presentation of Day of the Dead Festival Event

— ESMoA Team Dulce Stein, Eva Sweeney, Bryan Puertas and Barbara Boehm will introduce their collaboration with the City for "The Day of the Dead Festival".

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 6 through 10 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

6. 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.

7. Accounts Payable Register

— Recommendation: that the City Council adopt Resolution No. CC-2410-099 authorizing the payment of certain claims and demands in the amount of $1,110,385.60.

8. Minutes of the Lawndale City Council Regular Meeting, October 7, 2024

— Recommendation: that the City Council approve the minutes.

9. Approval of Contract Services Agreement for Agenda Management System with Cloud Driven Solutions, Inc.

— Recommendation: that the City Council: 1) Approve and authorize the City Manager to approve an agreement for a term of three years, with the option of a one year extension, with Cloud Driven Solutions, Inc. in a form approved by the City Attorney in the amount not to exceed $5,857.00 to provide an Agenda Management System; 2) Authorize the Director of Finance to appropriate $5,857.00 from American Rescue Plan Act funds to fund this project; or 3) Provide the City Manager and staff with alternative direction.

10. Approval of Routine Records Destruction

— Recommendation: that the City Council adopt Resolution No.CC-2410-101, approving the request from the Community Services Department and the Finance Department for authorization to destroy routine records as listed in the exhibit of the resolution.

H. ADMINISTRATION

11. Approve Master Services Agreement with Paymentus for Online Payment Processing of Permits

— Recommendation: that the City Council Approve the Master Services Agreement with Paymentus.

12. Amendment to CityView Service and Support Agreement for Automated Permitting, Case Tracking, and Online Payments

— Recommendation: that the City Council 1.) Approve the amended service and support agreement with Harris Computer for CityView; and 2.) Approve the budget amendment to increase the Community Development Department's Professional Services account for FY 24-25 from $15,000 to $65,063.

13. Authorize the Purchase of Vehicles for the Public Works, Community Development, and Municipal Services Departments

— Recommendation: that the City Council 1.) Approve the purchase of two 2024 Ford F-150 trucks for the Public Works Department utilizing ARPA Fund 285 from Norm Reeves Ford for the total price of $88,210.82; and 2.) Approve the purchase of one 2024 Ford Escape for the Municipal Services Department utilizing ARPA Fund 285 and General Fund 100, and one 2024 Ford Escape for the Community Development Department utilizing ARPA Fund 285, from Norm Reeves Ford for the total price of $66,750.10.

14. Inglewood Transit Connector Proposal for South Bay Cities Council of Governments Measure M funds

— Recommendation: that the City Council further discuss the proposal to redirect Measure M funds to the City of Inglewood for the Inglewood Transit Connector Project, vote on whether the City of Lawndale supports the redirection of funds or not, and then direct the City's representative to the SBCCOG to vote on the matter at the SBCCOG meeting on October 24, 2024 in accordance with the determination made by the City Council.

15. Authorize to Discard Public Works Department Surplus Furniture

— Recommendation: that the City Council approve of discarding all existing furniture at the Public Works Department through Republic Services.

I. CITY MANAGER REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

16. Staffing City Parks

Requested by Councilmember Cuevas.

— Recommendation: that the City Council 1.) Take no action receive and file the report: or 2.) Review the costs associated with adding Recreation Leaders to the three City owned parks including Hogan, Hopper, and Rudolph Parks, and provide direction; or 3.) Provide further direction to staff.

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

K. CLOSED SESSION

18. Conference with Legal Counsel – Potential Litigation

— The City Council will conduct a closed session pursuant to Government Code section 54956.9(d)(2), to confer with legal counsel regarding a significant exposure to litigation, the facts and circumstances of which are not known to the potential plaintiff.

L. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, November 4, 2024, 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 October 21, 2024, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Palomo

Yvette Palomo, Assistant City Clerk

Date Posted: October 17, 2024

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Legislative Update**

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

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: **2024 Deputy and Firefighter of the Year**

BACKGROUND

Annually, the City of Lawndale honors a Deputy and Firefighter of the Year as selected by their respective agencies. This year, staff reached out to the Los Angeles County Sheriff's Department and the Los Angeles County Fire Department for their recommendation and selection for the 2024 Deputy and Firefighter of the Year awards in Lawndale.

Previous to 2023 the City participated, in coordination with the Lawndale Rotary Club, in this award process, generally in April or May of each year. With the start of the pandemic in 2020, the award process became in-active between 2020-2022. In 2023, the City began the process to directly recognize and honor our public safety professionals in our community at a City Council meeting in October of each year going forward.

STAFF REVIEW

Staff is pleased to announce that Los Angeles County Sheriff's Deputy Daniel Cano Robles has been selected to receive this years award as 2024 Deputy of the Year, and Los Angeles County Firefighter Markus Cooper has been selected to receive this years award as 2024 Firefighter of the Year, as recognized by the Lawndale City Council.

Additional information is provided for you in the attachments.

LEGAL REVIEW

N/A

FISCAL IMPACT

Staff ordered city plaques for the awards in accordance with Council Policy No. 26-95 - Guidelines for Recognition Requests.

Attachments

A) Deputy Robles 2024 Deputy of the Year.pdf

A) Deputy Robles_2024 Deputy of the Year.pdf

B) Firefighter Markus Cooper_2024 Firefighter of the Year.pdf

ATTACHMENT A

Presentation

October 21, 2024

City Council Meeting

City of Lawndale
2024 Deputy of the Year
Deputy Daniel Cano Robles
Los Angeles County Sheriff's Department

The mission of the Los Angeles County Sheriff's Department is to partner with the community to proactively prevent crime, enforce the law fairly, and enhance the public's trust through transparency and accountability.

Annually, the City of Lawndale honors a Deputy as selected by the Sheriff's Department, which reflects and exemplifies that mission, as the City of Lawndale Deputy of the Year.

We are pleased to congratulate Deputy Daniel Cano Robles on receiving the 2024 Deputy of the Year award.

Deputy Robles' goal is to be a positive influence with the community he serves, with his peers, and his supervisors, exemplifying the mission statement of the Los Angeles County Sheriff's Department.

Deputy Roble's background information follows on the next page.

Deputy Daniel Cano Robles

Born and raised in South Central Los Angeles of Mexican American Immigrant parents, Daniel took a great interest in law enforcement starting at the age of 7. Growing up in a dangerous neighborhood plagued by drug and gang violence he saw, first- hand, the impact of crime.

His older brother, Luis, sworn in as a deputy sheriff in 2007, was a considerable influence in his decision to join law enforcement. Daniel admired his brother's selflessness, courage, and professionalism. Listening to his brother's stories about his day at work and the people he would help interested Daniel greatly.

When he was 10 years old, Daniel witnessed a negative encounter with another law enforcement agency in his neighborhood. That encounter led him to want to pursue a career in law enforcement and do a better job in serving the community, than what he witnessed then as a young, 10-year-old boy.

During high school, he played football. While some teammates joined gangs and were arrested, Daniel looked for a different direction in life. His brother referred him to the Explorer program at the South Los Angeles Station where he was assigned and subsequently joined the Explorers in 2014, participating in multiple ride a-longs in the City of Lawndale.

Graduating from High School in 2018, Daniel was hired by the Sheriff's Department as a Custody Assistant and assigned to Men's Central Jail from 2019-2021. In 2021, at the age of 21, he applied for the position of Deputy Sheriff and started the Academy in September 2021.

During Daniels time in the academy, he faced a difficult personal challenge, with his mother passing away from cancer. She was the reason he continued, successfully completing the Deputy Sheriff Academy in February 2022.

Daniel was reassigned to the Men's Central Jail in April 2022 and began patrol training at the South Los Angeles Station in May 2023. After a rigorous training program, he successfully completed patrol training in October 2023. He is currently assigned to the City of Lawndale as the overlap unit.

Presented To
Deputy Daniel Cano Robles

Los Angeles County Sheriff's Department
Lawndale Service Center
South Los Angeles Station
Serving Lawndale

City of Lawndale
2024 Deputy of the Year

In Recognition of your Outstanding Commitment to the Community, Public Safety, and the Mission of the Los Angeles County Sheriff's Department

Congratulations on being selected the
2024 Deputy of the Year!

Presented by the Lawndale City Council

October 21, 2024

ATTACHMENT B

Presentation

October 21, 2024

City Council Meeting

City of Lawndale
2024 Firefighter of the Year
Firefighter Markus Cooper
Los Angeles County Fire Department

The mission of the Los Angeles County Fire Department is to protect lives, the environment, and property by providing prompt, skillful, and cost-effective fire protection and life safety services.

Annually, the City of Lawndale honors a Firefighter as selected by the Los Angeles County Fire Department.

We are pleased to congratulate Firefighter Markus Cooper on receiving the City of Lawndale 2024 Firefighter of the Year award and recognize him for his exemplary service to public safety and the community he serves.

Firefighter Markus Cooper

Firefighter paramedic Markus Cooper is currently assigned to Fire Station 21 here in Lawndale. Markus started his adult life at 18 years old by swearing a sacred oath and joining the United States Marine Corps on September 10, 2001, just 1 day before 9/11. Over the next 8 years he would go on to serve 3 combat tours in the Iraq war. After serving his time he would be Honorably discharged as a well decorated United States Marine Corps Combat Veteran. Immediately following his time as a United States Marine, he was hired with The Los Angeles County Fire Department. He started his fire service career with Los Angeles County as a fire suppression aid fighting wildfires. A few years later and another academy completed, he would graduate and become a Los Angeles County firefighter.

After completing his customary 1-year probationary period, firefighter Cooper joined the Los Angeles County Fire Department Honor Guard. He is currently the Vice Commander within the Honor guard and continues to serve and honor our fallen proudly. In 2014 he expanded his expertise and graduated from Paramedic school. Guided by his passion for helping others, he has remained a firefighter paramedic and has become qualified relief to work as a flight medic for the departments' air operations division. He has now served nearly 17 years with the Los Angeles County Fire Department.

Firefighter Paramedic Cooper later pursued and earned an associate degree in fire science, solidifying his position as a respected expert in his field. A bachelor's degree is his next academic goal. His next career goal is to become a full-time air operations flight medic. Outside of work, Markus cherishes spending time with his beloved family. He is married to his beautiful wife Fabiola and they both have their hands full with their four amazing children, 11-year-old Dezzen, 8-year-old Milliana, 4-year-old legynn, and 2-year-old Naxxon.

Presented To

Firefighter Markus Cooper

Los Angeles County Fire Department
Kenneth Hahn Station 21
Serving Lawndale

City of Lawndale
2024 Firefighter of the Year

In Recognition of your Outstanding Commitment to the Community, Public Safety, and the Los Angeles County Fire Department

Congratulations on being selected the
2024 Firefighter of the Year!

Presented by the Lawndale City Council

October 21, 2024

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Centinela Valley Union High School District Presentation**

BACKGROUND

The Centinela Valley Union High School District Leadership Team would like to provide an update on their programs and facilities for the community, potential for partnerships, and the future vision for the district.

Attachments

CVUHSD PowerPoint Presentation

ATTACHMENT A


CVUHSD
Investing in Excellence:
District Developments and Vision
CITY
OF
AWTHORNE
90250
www.cvuhsd.org
310.263.3200

CVUHSD

Academic Options & Pathways

HAWTHORNE HIGH SCHOOL



COUGARS

FREE
CHROMEBOOK
FOR ALL STUDENTS

COLLEGE & CAREER READINESS ACADEMIES

- HAWTHORNE SCHOOL OF MANUFACTURING & ENGINEERING — THINK. DESIGN. BUILD.
- HAWTHORNE TECHNICAL ARTS & DESIGN ACADEMY
- HAWTHORNE WOOD TECHNOLOGY PATHWAY

ACADEMIC PROGRAMS

- HAWTHORNE AVID
- HAWTHORNE NJROTC



CVUHSD

Academic Options & Pathways

LAWNDALE HIGH SCHOOL



CARDINALS

COLLEGE & CAREER READINESS ACADEMIES

- ACADEMY OF CINEMATIC ARTS
- BIOMEDICAL CAREERS ACADEMY
- MARINE SCIENCE ACADEMY
- MUSIC & RECORDING ARTS PATHWAY

FREE CHROMEBOOK FOR ALL STUDENTS

ACADEMIC PROGRAMS

- AVID
- SPANISH DUAL LANGUAGE IMMERSION PROGRAM



NEW!

CVUHSD EARLY COLLEGE PROGRAM
IN PARTNERSHIP WITH EL CAMINO COLLEGE

New for the 2025-2026 School Year

CVUHSD

Academic Options & Pathways

LEUZINGER HIGH SCHOOL



OLYMPIANS

FREE
CHROMEBOOK
FOR ALL STUDENTS

COLLEGE & CAREER READINESS ACADEMIES

- Culinary Careers Academy
- Environmental Careers Academy
- Multimedia Careers Academy

ACADEMIC PROGRAMS

- AVID
- Advanced Academics Academy



CVUHSD

Academic Options & Pathways

CENTINELA VALLEY
INDEPENDENT STUDY SCHOOL



SPARTANS

FREE
CHROMEBOOK
FOR ALL STUDENTS



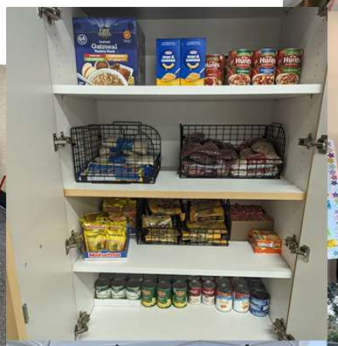



Child Mind Institute
youth mental health academy


Youth Business Alliance








LEGITIQUE




FRIENDSHIP FOUNDATION









CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
COMMUNITY SCHOOLS
SBWIB
SOUTH BAY WORKFORCE INVESTMENT BOARD
COUNTY OF LOS ANGELES
Public Health
Supply Bank.org
COMMUNITY LOVING
SOCIAL JUSTICE LEARNING INSTITUTE
RAINBOW SERVICES
Providing help & hope
LA COUNTY LIBRARY
City Hearts
Kids Say YES to the Arts
CONNECTED TO LEAD
HAS
Closets & Pantries
Produce & Food Distribution
Resource Fairs

CVUHSD

Safe Schools Initiative

Goal - Decrease substance abuse and violence while building relationships and improving social and emotional health.







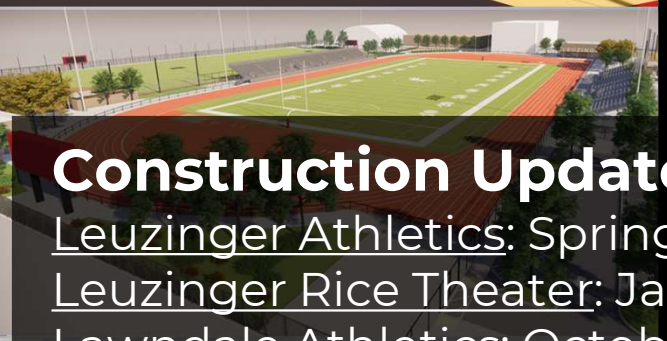
The district works closely with Student Resource officers and staff monthly to review district safety protocols.













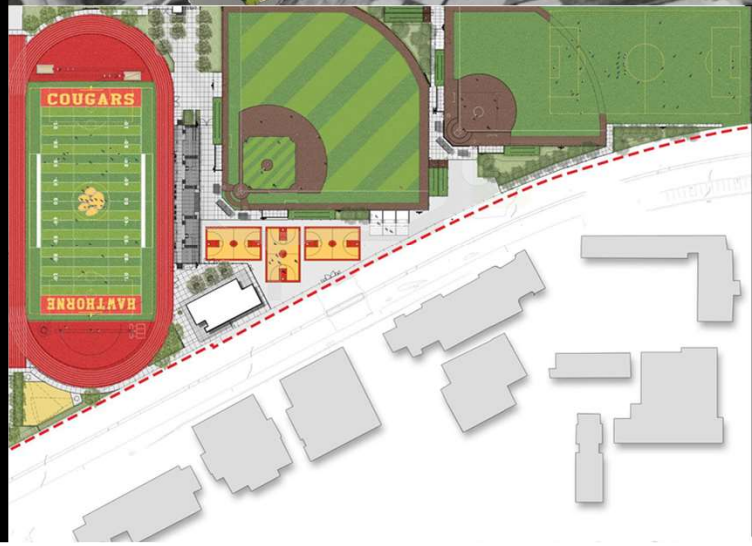


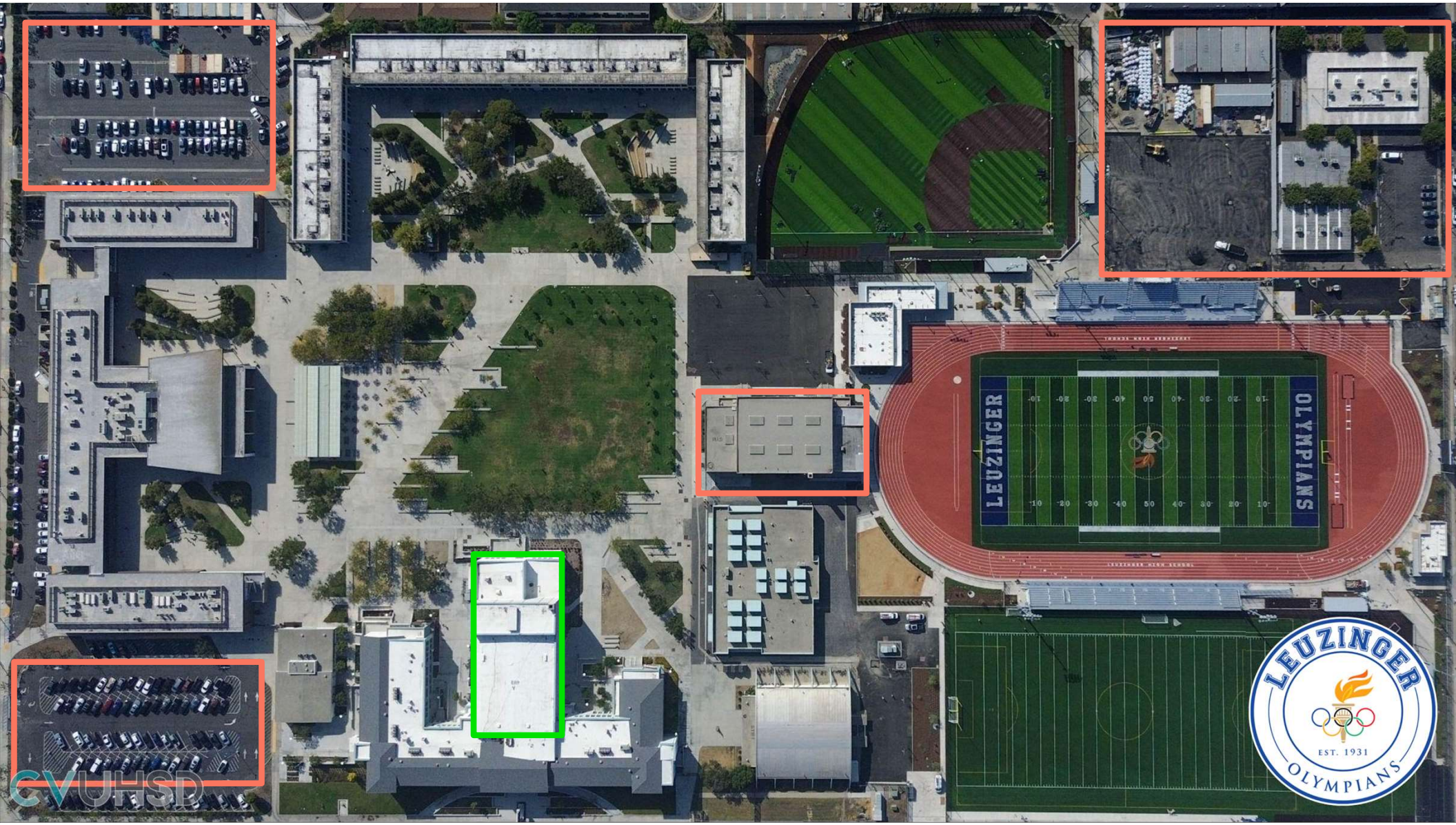
Construction Updates

Leuzinger Athletics: Spring 2024
Leuzinger Rice Theater: January 2026
Lawndale Athletics: October 2024
Hawthorne Athletics: Summer 2025








LEUZINGER
OLYMPIANS
LEUZINGER
EST. 1931
OLYMPIANS
CVUHSD



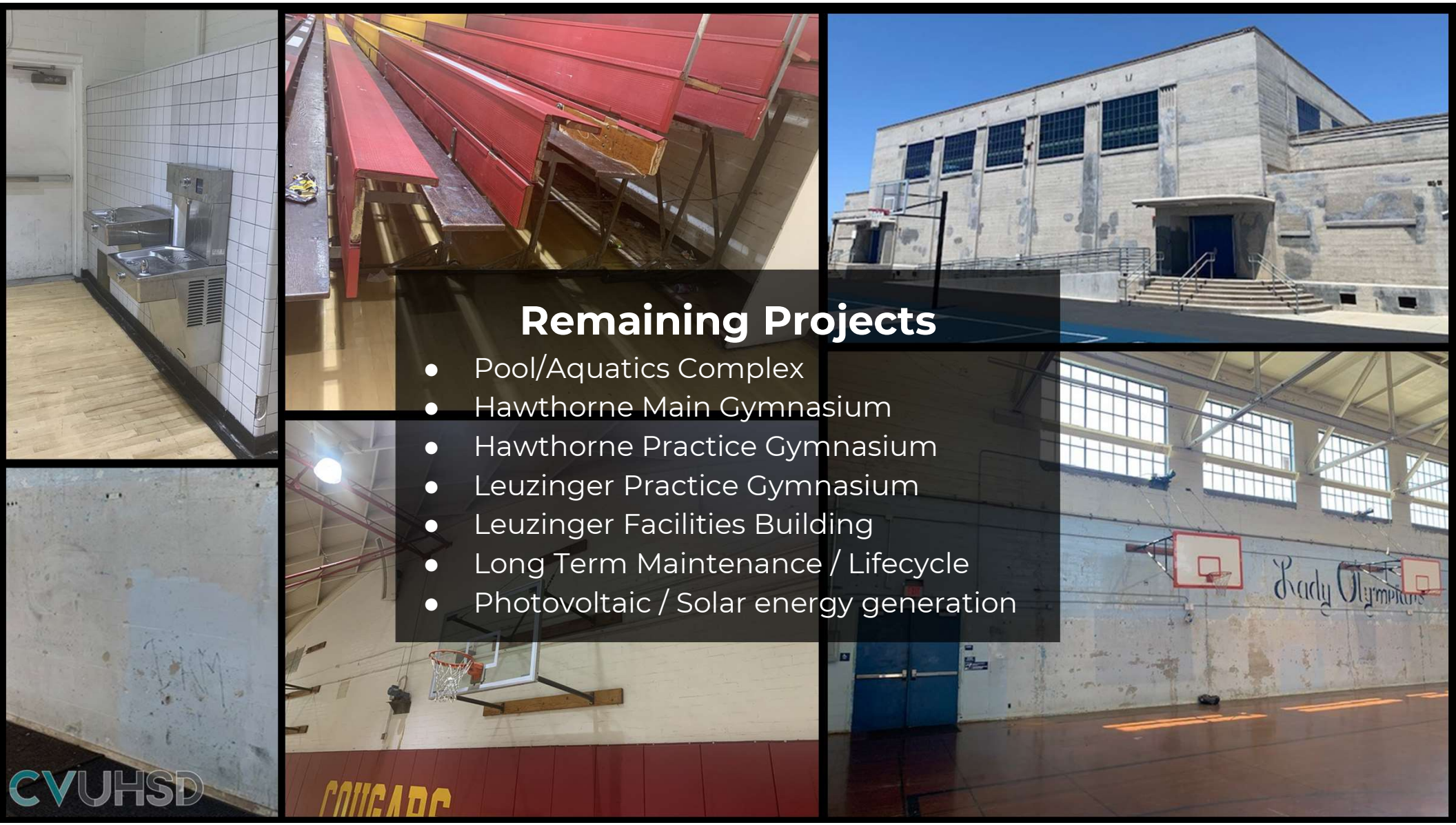



CVUHSD


LAWNDALE
CARDINALS


BROADWAY
C/L 124th STREET.
BROADWAY
C/L 124th STREET.
COUGARS
HAWTHORNE
CVUHSD

HAWTHORNE
EST. 1951
COUGARS



Remaining Projects

- Pool/Aquatics Complex
- Hawthorne Main Gymnasium
- Hawthorne Practice Gymnasium
- Leuzinger Practice Gymnasium
- Leuzinger Facilities Building
- Long Term Maintenance / Lifecycle
- Photovoltaic / Solar energy generation


LEUZINGER
OLYMPIANS
LEUZINGER
LEUZINGER HIGH SCHOOL
LEUZINGER
EST. 1931
OLYMPIANS
www.cvuhsd.org
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(310) 263-3200

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **ESMoA Presentation of Day of the Dead Event**

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

CITY OF LAWNDALE

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

DATE:	October 21, 2024
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: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director

SUBJECT: **Accounts Payable Register**

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2410-099 authorizing the payment of certain claims and demands in the amount of $1,110,385.60.

Attachments

A. CC-2410-099 - AP Resolution - Oct. 21, 2024.pdf

ATTACHMENT A

RESOLUTION NO. CC-2410-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,110,385.60

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.

SECTION 3. That the claims and demands paid by check numbers 206615 through 206669 for the aggregate total of $1,110,385.60 are hereby authorized.

Effective Date: October 21st, 2024

Approved by:

Hrant Manuelian, Director of Finance

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED on this 21st day of October 2024.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2410-099 at a regular meeting of said Council held on the 21st day of October 2024, by the following roll call vote:

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

_____

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

	Check Number		
Check Date	Beginning	Ending	Aggregate Total
10/3/2024	206615	206645	406,688.59
10/10/2024	206646	206669	703,697.01
Total Checks			**1,110,385.60**

Claims and Demands Paid By Electronic ACH Transfer:

Date	Name of Payee	Description	Amount
	Total ACH Payments		**0.00**

Total Audited Claims and Demands Paid	**1,110,385.60**

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206615	10/03/2024	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	7,799.67
206616	10/03/2024	Printed		6369	AM-TEC TOTAL SECURITY INC.	SECURITY IMPROVEMENT PROJECT	105,516.09
206617	10/03/2024	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	CSD 3RD FLOOR KITCHEN MONTHLY	134.00
206618	10/03/2024	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS - L. RODRIGUEZ	121.28
206619	10/03/2024	Printed		2207	ASAP SIGN & BANNER, LLC	HOME AWARD WINNERS' SIGNS	260.66
206620	10/03/2024	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - AUG. 2024	85,759.73
206621	10/03/2024	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,725.34
206622	10/03/2024	Printed		7279	CORNER BURGER	BREAKFAST - YOUTH DEV. CENTER	474.08
206623	10/03/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	INDUSTRIAL WASTE - AUG. 2024	19,382.79
206624	10/03/2024	Printed		8307	DEVELOPERS GENERAL CONTRACTING	CITY HALL & PW IMPROV. PROJECT	152,227.65
206625	10/03/2024	Printed		6262	ECOLAB INC	SANITIZER - SR. LUNCH PROGRAM	280.71
206626	10/03/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	233.17
206627	10/03/2024	Printed		8275	URIEL GOMEZ	PRSSC MEETING STIPEND	50.00
206628	10/03/2024	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
206629	10/03/2024	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
206630	10/03/2024	Printed		8106	KENNETH MILLER	PRSSC MEETING STIPEND	50.00
206631	10/03/2024	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL EXAM	25.00
206632	10/03/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	228.56
206633	10/03/2024	Printed		1140	PACIFIC TIRE OF LAWNDALE	1 NEW TIRE - VEH#506	190.00
206634	10/03/2024	Printed		3781	PARS	FY 2024/25 PARS FEES	7,200.00
206635	10/03/2024	Printed		5068	QUADIENT LEASING USA, INC	MAIL MACHINE LEASING SERVICES	710.97
206636	10/03/2024	Printed		8098	REECE PLUMBING	IRRIGATION PARTS - J. ADAMS	184.73
206637	10/03/2024	Printed		8203	RELIABLE TRANSLATIONS INC	VIETNAMESE & SPANISH	160.00
206638	10/03/2024	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	2,476.95
206639	10/03/2024	Printed		7827	SA ASSOCIATES	CONSTRUCTION MGMT & INSPECTION	3,027.00
206640	10/03/2024	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	10,700.00
206641	10/03/2024	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE -	723.84
206642	10/03/2024	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,615.23
206643	10/03/2024	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	4,385.58
206644	10/03/2024	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
206645	10/03/2024	Printed		0493	ZUMAR INDUSTRIES, INC	TEMP. NO PARKING SIGNS	895.56

Total Checks: 31 **Checks Total (excluding void checks): 406,688.59**

Total Payments: 31 **Bank Total (excluding void checks): 406,688.59**

Total Payments: 31 **Grand Total (excluding void checks): 406,688.59**

Check Register Report

Date: 10/09/2024
Time: 1:15 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206646	10/10/2024	Printed		8387	AGUILAR DESIGN COMPANY	TRAVEL CLUB LOGO & RECREATION	400.00
206647	10/10/2024	Printed		2207	ASAP SIGN & BANNER, LLC	PARKING SIGNS FOR STAFF - CSD	52.92
206648	10/10/2024	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,565.82
206649	10/10/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SERVICES -	15,964.67
206650	10/10/2024	Printed		8077	DIRECT AV	RESTORED OVERHEAD SPEAKERS -	420.00
206651	10/10/2024	Printed		8093	DREAMWORK DEVELOPMENT LLC	PLANNING DEPOSIT REFUND	1,309.75
206652	10/10/2024	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	179.60
206653	10/10/2024	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASTICS	2,932.77
206654	10/10/2024	Printed		0916	LA OPINION	NOTICE OF NOMINEES	415.00
206655	10/10/2024	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES -	630,972.06
206656	10/10/2024	Printed		8391	METRO EXPRESSLANES FASTRAK	FASTRAK ACCOUNT & TRANSPONDER	100.00
206657	10/10/2024	Printed		8186	MINUTEMAN PRESS GARDENA	2024/25 BUDGET BOOKS	1,427.66
206658	10/10/2024	Printed		8390	CRISTIAN MORALES	CONS & DEMO DEPOSIT REFUND	360.00
206659	10/10/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	55.61
206660	10/10/2024	Printed		6759	SMARTHIRE INC.	BACKGROUND CHECKS - AUG. 2024	132.14
206661	10/10/2024	Printed		2193-A	SOUTH BAY FORD FLEET & TRUCKS	AIR FILTER SERVICE	237.36
206662	10/10/2024	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	26,508.65
206663	10/10/2024	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - PC MEETING -	320.61
206664	10/10/2024	Printed		8389	THE ROYAL CUT	PLANNING DEPOSIT REFUND	944.75
206665	10/10/2024	Printed		5319A	THREE BROTHERS PARTY RENTALS	CHAIRS & TABLES: CLEAN-UP DAY	36.50
206666	10/10/2024	Printed		3672-CCK	U.S. BANK CORPORATE PAYMENT	CREDIT CARD PAYMENT	787.99
206667	10/10/2024	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	1,060.49
206668	10/10/2024	Printed		8270	WESTERN AUDIO VISUAL	TRAINING & EQUIPMENT - AUDIO	320.43
206669	10/10/2024	Printed		8375	WHISKEY RED'S	EMPLOYEE RECOGNITION & HOLIDAY	5,192.23
			Total Checks: 24			**Checks Total (excluding void checks):**	**703,697.01**
			Total Payments: 24			**Bank Total (excluding void checks):**	**703,697.01**
			Total Payments: 24			**Grand Total (excluding void checks):**	**703,697.01**

Council Meeting 10/21/2024
Details of US Bank Credit Card Charges

Date	Vendor	Description	Amount
Vendor# 3672-CCK			
8/28/2024	Amazon	thank you stickers for Employee Recognition event	$ 6.60
8/28/2024	Amazon	envelopes/postcard paper for Employee Recognition event	$ 31.39
8/30/2024	Subway	10 giftcards for Employee Recognition event	$ 150.00
8/29/2024	Panda Express	10 giftcards for Employee Recognition event	$ 150.00
8/30/2024	Jamba Juice	10 giftcards for Employee Recognition event	$ 150.00
8/29/2024	Wingstop	10 giftcards for Employee Recognition event	$ 150.00
8/29/2024	Starbucks	10 giftcards for Employee Recognition event	$ 150.00
Check Date 10/10/2024; Check# 206666			**$ 787.99**
Vendor# 3672-MSD			
8/22/2024	Amazon	Step Ladder for MSD Staff	$ 44.09
8/25/2024	Amazon	Batteries for Greg Williams	$ 25.32
8/26/2024	Lightning express carwash	Car Wash for MSD Fleet veh #508 emp#1309	$ 9.00
8/29/2024	Amazon	Refund for Batteries for greg	$ (17.61)
8/29/2024	Lightning express carwash	Car Wash for MSD Fleet veh #510 emp#1560	$ 16.00
8/30/2024	O'Reilly Autoparts	Mini bulb for msd vehicle 510 emp 1560	$ 10.46
9/3/2024	Amazon	Batteries for Greg Williams	$ 26.55
9/3/2024	Lightning express carwash	Car Wash for MSD Fleet veh #519 emp # 1160	$ 16.00
9/5/2024	Lightning express carwash	Car Wash for MSD Fleet veh#522 emp #1560	$ 16.00
9/6/2024	Lightning express carwash	Car Wash for MSD Fleet Veh#514 emp#1168	$ 9.00
9/7/2024	Lightning express carwash	Car Wash for MSD Fleet veh#522 emp #1560	$ 16.00
9/12/2024	Sprouts	Water,utensils,plates,napkins for Neighborhood watch meeting	$ 33.27
9/12/2024	Sprouts	Granola bars,fruits and veggies for neighborhood watch meeting	$ 52.13
9/12/2024	Lightning express carwash	Car wash for MSD Fleet Veh#508 emp#1309	$ 9.00
9/12/2024	Starbucks	Coffee Traveler (2) For Neighborhood Watch meeting	$ 44.00
9/13/2024	Lightning express carwash	Car Wash for MSD Fleet Veh #522 emp#1560	$ 16.00
9/16/2024	Lightning express carwash	Car Wash for MSD Fleet Veh#520 emp #1561	$ 9.00
9/18/2024	Amazon	Logo Stamps for MSD Staff	$ 48.28

9/17/2024	Costco	Swiffer,Cutlery,Kleenex,Gloves,Wipes for MSD Staff	$ 183.25
9/18/2024	Amazon	Pens for MSD Staff	$ 52.03
9/19/2024	Amazon	Cooler for Clean Up Week beautification Committee	$ 99.21
9/20/2024	Amazon	2025 Planner,Notebook.Document holder, for MSD Staff	$ 125.81
9/20/2024	Lightning express carwash	Car Wash for MSD Fleet Veh #522 emp#1560	$ 16.00
9/20/2024	Amazon	Veterans Day gift bags,american flags for flag field of honor	$ 157.61
9/20/2024	Amazon	LED flash lights	$ 44.09
Check Date 10/10/2024; Check# 206667			**$ 1,060.49**

Petty Cash

*No petty cash replenishment during this period.

CITY OF LAWNDALE

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

DATE:	October 21, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Yvette Palomo, Assistant City Clerk Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Minutes of the Lawndale City Council Regular Meeting, October 7, 2024**

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

08. Minutes of 10-07-24.pdf

DRAFT MINUTES

City Council Regular Meeting

October 7, 2024

A. CALL TO ORDER: REMOTE PARTICIPATION UNDER AB 2449: To receive a report from the City Attorney regarding a request from a Council Member to participate in a meeting remotely due to Just Cause pursuant to AB 2449 (Government Code Section 54953(f)). Mayor Pro Tem Suarez will participate virtually under Just Cause pursuant to AB 2449 (Government Code Section 54953(f).

Mayor Pullen-Miles called the meeting to order at 6:34 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

City Attorney Murphy explained remote participation under the Just Cause provision Assembly Bill (AB) 2449.

B. ROLL CALL

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

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

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 Fire Acting Assistant Chief Brian Kane, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Lucho Rodriguez, Interim Planning Manager MBI Consultant Peter Kann

C. CEREMONIALS (Flag Salute and Inspiration)

Councilmember Cuevas led the flag salute. Pastor George Magdalany of Hope Chapel Hawthorne provided the inspiration.

D. PUBLIC SAFETY REPORT

1. Los Angeles County Sheriff’s Department Update

Lieutenant Osburn summarized the recent law enforcement activities.

2. Los Angeles County Fire Department Update

Acting Assistant Fire Chief Brian Kane summarized the recent fire department activities.

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

Gary Adams, Resident, commented on the history of parking permit proposals and parking issues.

Andrew Blackney, Resident, commented on traffic signal light cycles on Rosecrans Avenue and Firmona Avenue, and the Lawndale Beat route.

Doug McAllister, Frontier Communications Vice President, commented on cable theft that impacts phone and emergency services.

Michelle Pino, Library Manager, announced the library's upcoming events.

Anonymous, Resident, commented in opposition to attending Neighborhood Watch meetings, the City Manager's salary, City Council voting procedures, and spoke on the United States Postal Service (USPS) trucks being robbed.

Sandra Suarez, Resident, commented in opposition to City Manager Moore and on the public comments she made about him at the City Council meeting on September 16, 2024, City Council passing a motion when not all City Councilmembers agree, and in opposition to the City hiring a Lobbyist.

Deena Sopko, Resident, commented in favor of City Manager Moore's efforts to improve the City, A Minute Moore episodes, and the City Manager's scheduled hours to meet with residents.

Randall Abram, Resident, commented in opposition to the negative comments made about City Manager Moore at the September 16, 2024 City Council meeting, the performance review requested for City Manager Moore, retaliation claims against residents, and in favor of City Manager Moore's salary.

Jay Gould, Resident, commented in opposition of negative comments made against City Manager Moore, commented on inflation, and in favor of City Manager Moore's efforts to improve the City.

Pam London, former Resident, Via Zoom, commented in favor of City Manager Moore, complying with code enforcement, reported an address for code enforcement investigation, and commented in opposition to comments made by the public against City Manager Moore at the September 16, 2024, City Council meeting.

Johnny London, former Resident, Via Zoom, commented in opposition to comments made by the public against City Manager Moore at the September 16, 2024, City Council meeting, Mayor Pro Tem

Suarez's candidacy for Mayor, in favor of City Manager Moore, and complying with code enforcement.

Anonymous, commented in opposition to comments made against Mayor Pro Tem Suarez.

Chelsea Schreiber, Resident, submitted a public comment via email in support of City Manager Moore.

Theo Benge, Resident, submitted a public comment via e-mail regarding comments made by Mayor Pro Tem Suarez at the September 16, 2024 City Council meeting about staff investigating a business.

Patrick Fallon, Resident, submitted a public comment via e-mail, thanked the City Council, Beautification Committee and volunteers for participating in the City's Clean-Up Day.

F. COMMENTS FROM COUNCIL

Councilmember Cuevas thanked everyone that attended tonight's meeting, commented that the traffic signal light cycles on Rosecrans Avenue and Firmona Avenue and the Lawndale Beat route will be reviewed.

City Manager Moore responded that staff is following-up on both items.

Councilmember Hofmann Gorman agreed that the traffic signal light cycles on Rosecrans Avenue and Firmona Avenue and the Lawndale Beat route can be evaluated, thanked Library Manager Pino for the update on the Library's events, commented that the position of a Lobbyist would be to assist the City in applying for grants such as funding for the Youth Development Center (YDC) and commented that residents can contact her if they are experiencing difficulties with permits, or wish to speak with her.

Councilmember Kearney thanked Library Manager Pino for the update on the Library's events.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting, agreed that the traffic signal light cycles on Rosecrans Avenue and Firmona Avenue should be evaluated, thanked Frontier Communications Vice President Doug McAllister for bringing awareness to the cable theft, thanked Library Manager Pino for the update on the library's events, and commented that her experience with the current City Administration has not been favorable.

Mayor Pullen-Miles thanked everyone that attended tonight's meeting, commented in favor of evaluating the Lawndale Beat route, and traffic signal light cycles on Rosecrans Avenue and Firmona Avenue, commented on the City's preferential parking district, and copper wire and cable theft.

G. CONSENT CALENDAR

Mayor Pro Tem Suarez requested petty cash expenditure reports be provided in the future.

A motion was made by Councilmember Kearney and seconded by Councilmember Cuevas to approve the Consent Calendar. The motion passed by a vote of 5-0.

3. 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.

4. Accounts Payable Register

-Recommendation: that the City Council adopt Resolution No. CC-2410-096 authorizing the payment of certain claims and demands in the amount of $807,004.51.

5. Minutes of the Lawndale City Council Regular Meeting, September 16, 2024

-Recommendation: that City Council approve the minutes.

6. Approval of Beautification Committee Resolution

-Recommendation: that the City Council approve staff recommendations to approve Resolution No. CC-2410-097 which makes changes to the Beautification Committee, including lowering membership from seven members to five members and changing requirements to remove inactive members.

7. Notice of Completion for the FY 2022-23 Residential Street Rehabilitation Project

-Recommendation: that the City Council 1.) Accept the project completion by Sequel Contractors, Inc., for the FY 2022-23 Residential Street Rehabilitation Project; 2.) Authorize staff to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the FY 2022-23 Residential Street Rehabilitation; and 3.) Authorize staff to release the project retention to the contractor in the amount of $101,432.69 for the FY 2022-23 Residential Street Rehabilitation Project.

8. Approve Resolution No CC-2410-098 Authorizing Submittal of Applications for All CalRecycle Grants

-Recommendation: that City Council adopt Resolution No. CC-2410-098 authorizing the submittal of applications for the California State Department of Recycling and Resources Recovery

(CalRecycle) Grant Programs and related authorizations. This authorization is effective until rescinded by the Signature Authority or by the City Council.

H. ADMINISTRATION

9. Execute a Cooperative Agreement with Los Angeles County for the Rosecrans Avenue Traffic Signal Synchronization Project and Appropriate Additional Funding

-Recommendation: that the City Council 1.) authorize the City Manager to execute the Cooperative Agreement (Attachment B) between the City of Lawndale and Los Angeles County; and 2.) authorize the appropriation of funds in the amount of $30,000 to the Rosecrans Avenue Traffic Signal Synchronization Project account 272-310-700.309 for a total project budget of $200,000.

Public Works Director Lucho presented the staff report.

Councilmember Cuevas asked about the City lines and boundaries on the maps.

In response to Councilmember Hofmann Gorman's questions, Public Works Director Lucho commented that this project would help with the traffic signal light cycle concerns on Rosecrans Avenue and Firmona Avenue, and traffic concerns on 147th Street.

Mayor Pullen-Miles commented on the history of this agenda item and the importance of traffic signal synchronization.

A motion was made by Councilmember Cuevas and seconded by Councilmember Kearney to authorize the City Manager to execute the Cooperative Agreement (Attachment B) between the City of Lawndale and Los Angeles County; and authorize the appropriation of funds in the amount of $30,000 to the Rosecrans Avenue Traffic Signal Synchronization Project account 272-310-700.309 for a total project budget of $200,000. The motion passed by a vote of 5-0.

10. Approval of Renewal Agreement with Los Angeles County Animal Control for After Hours Use

-Recommendation: that the City Council approve the City-County Municipal Services Agreement with the County on Los Angeles Department of Animal Care and Control and authorize the Mayor to execute it on behalf of the City and authorize the City Manager to execute the Service Level Request on behalf of the City.

Municipal Services Director Reyes presented the staff report.

In response to Councilmember Cuevas' question, Municipal Services Director Reyes responded that each service has a different fee.

A motion was made by Councilmember Cuevas and seconded by Councilmember Hofmann Gorman to approve the City-County Municipal Services Agreement with the County on Los Angeles Department of Animal Care and Control and authorize the Mayor to execute it on behalf of the City and authorize the City Manager to execute the Service Level Request on behalf of the City. The motion passed by a vote of 5-0.

11. ESMoA Grant Letter

-Recommendation: that the City Council approve a Letter of Recommendation for Experimentally Structured Museum of Art (ESMoA) to be submitted with their grant application to the Los Angeles County Department of Arts and Culture.

Municipal Services Director Reyes presented the staff report.

In response to Mayor Pro Tem Suarez's question, Municipal Services Director Reyes responded that a letter of recommendation will be provided for the City Council's review if this agenda item is approved.

A motion was made by Councilmember Cuevas and seconded by Councilmember Kearney to approve a Letter of Recommendation for Experimentally Structured Museum of Art (ESMoA) to be submitted with their grant application to the Los Angeles County Department of Arts and Culture. The motion passed by a vote of 5-0.

12. Authorize the Purchase of Food Scrap Kitchen Pails for the Residential Organics Program utilizing SB 1383 Program Grant Funds

-Recommendation: that the City Council authorize the purchase of food scrap kitchen pails from HTT Apparel for a total cost of $29,850.19 funded by the SB 1383 grant funds in compliance with the Local Assistance Grant Program guidelines.

Public Works Director Rodriguez presented the staff report.

In response to Councilmember Hofmann Gorman's question, Public Works Director Rodriguez responded that residents can pick up food scrap kitchen pails at the Public Works Department and at City events.

Councilmember Kearney asked if disposable paper bags will also be distributed.

Public Works Director Rodriguez responded that staff will evaluate the option to purchase disposable paper bags.

Councilmember Cuevas asked if food scrap kitchen pails disbursement will be tracked.

Public Works Director Rodriguez responded that efforts would be made to track the disbursement of food scrap kitchen pails.

A motion was made by Councilmember Kearny and seconded by Councilmember Hofmann Gorman to authorize the purchase of food scrap kitchen pails from HTT Apparel for a total cost of $29,850.19 funded by the SB 1383 grant funds in compliance with the Local Assistance Grant Program guidelines. The motion passed by a vote of 5-0.

I. CITY MANAGER REPORT

City Manager Moore commented that staff is working on the analysis to staff the three parks under the City's jurisdiction and asked the community to report graffiti to the Los Angeles County Sheriff's Department (LASD).

City Clerk Harbison announced key dates and reminders for the City's upcoming General Municipal Election and announced that a Mobile Vote Center will be hosted at Lawndale City Hall's Courtyard on October 28, 2024, from 10:00 a.m. to 4:00 p.m.

J. ITEMS FROM CITY COUNCILMEMBERS

13. 30-day Amnesty Program for Residential Properties Out of Compliance

-Recommendation: that the City Council consider the 30-day Amnesty Program for Residential Properties and direct staff to advertise and implement the program; or provide further direction to staff.

Mayor Pullen-Miles provided background information on the agenda item.

City Manager Moore presented the staff report.

In response to Mayor Pro Tem Suarez's questions, City Manager Moore responded that there is no time restriction to qualify, newer projects can qualify, and the amnesty program only includes structural violations.

Mayor Pro Tem Suarez commented that the process should be evaluated.

Discussion ensued among City Council members, City Manager Moore and City Attorney Murphy regarding the qualifying time frame, if the Planning Commission should review the program, promoting public safety, site plans, code violation process and whether it should be implemented on a trial basis.

A motion was made by Mayor Pullen-Miles and seconded by Councilmember Hofmann Gorman to

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

Councilmember Cuevas attended the YDC Outreach meeting, South Bay Cities Council of Governments (SBCCOG) Homeless Services Task Force meeting via zoom, West Basin Water

Harvest 2024 event, asked if there are funds to complete a speed signsurvey, inquired about school signs, and asked for the status of the online payment system for permits.

Public Works Director Rodriguez responded that staff will follow up on a speed sign survey and school signs.

City Manager Moore responded that staff is working on a contract to present the online payment system at a future City Council meeting.

Councilmember Hofmann Gorman attended the California Contract Cities Association Legislature meeting via Zoom, YDC Outreach meeting, City of Lawndale Clean-Up Day, Lawndale High School Athletics Complex Ribbon Cutting event, Lawndale High School Homecoming football game, West Basin Water Harvest 2024 event, announced that the Public Works Yard is hosting a Contactless Document Shredding Day on October 19, 2024, and asked if residents have shown interest in the Shop Local Home Improvement Rebate Program.

Councilmember Kearney attended the Torrance Refinery Open House, The Royal Cut Barbershop Grand Opening, Centinela Valley Union High School District (CVUHSD) 8th Annual Industry Partner Breakfast, the City's Clean-Up Day, Lawndale High School Athletics Complex Ribbon Cutting event, West Basin Water Harvest 2024 event, and asked about hosting Santa's Sleigh on December 13, 2024.

Mayor Pro Tem Suarez attended the SBCCOG meeting, and The Royal Cut Barbershop Grand Opening.

Mayor Pullen-Miles attended the Annual Mayors' Cup, Lawndale High School Athletics Complex Ribbon Cutting event, Lawndale High School Homecoming football game, the City's Clean-Up Day, the Los Angeles County Sanitation Districts meeting, and The Royal Cut Barbershop Grand Opening, congratulated the City's Finance Department for receiving an award, and commented that residents are pleased with the fast removal of graffiti by staff.

Finance Director Manuelian commented that the City's Finance Department received an award issued by the Government Finance Officers Association for excellent finance reporting.

Mayor Pro Tem Suarez asked if LASD can investigate the recent postal mail burglaries.

Mayor Pullen-Miles responded that LASD, the USPS Postmaster and the FBI are investigating the matter.

Councilmember Cuevas commented that she also attended the Lawndale High School Athletics Complex Ribbon Cutting event.

K. CLOSED SESSION

15. Public Employee Performance Evaluation - City Manager

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

16. 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.

17. Conference with Legal Counsel – Potential Litigation

-The City Council will conduct a closed session pursuant to Government Code section 54956.9(d)(2), to confer with legal counsel regarding a significant exposure to litigation, the facts and circumstances of which are not known to the potential plaintiff.

City Attorney Murphy read the aforementioned Closed Session matters by title only.

Mayor Pullen-Miles opened public comments.

Randall Abram, Resident, commented in opposition of Closed Session Item No. K.15 Public Employee Performance Evaluation - City Manager.

Mayor Pullen-Miles closed public comments.

The City Council convened into closed session at 8:40 p.m.

The City Council reconvened from closed session at 10:20 p.m.

City Attorney Murphy reported that Mayor Pro Tem Suarez dismissed herself from Closed Session at 10:19 p.m., Agenda Item K.15, Public Employee Performance Evaluation - City Manager has concluded, and there was no reportable action for Agenda Items K.16, Conference with Legal Counsel – Anticipated Litigation and K.17 Conference with Legal Counsel – Potential Litigation.

L. ADJOURNMENT

Mayor Pullen-Miles adjourned the meeting in memory of long-time resident Disc Jockey (DJ) Edward Edwards, who provided DJ services at community events.

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 10:21 p.m.

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Approval of Contract Services Agreement for Agenda Management System with Cloud Driven Solutions, Inc.**

BACKGROUND

For the past several years, the City Clerk's Office has been using an outdated, manual process to prepare the City Council agenda materials. During the Fiscal Year 2024-2025 Budget Process, City Council approved funding for a new agenda management system (AMS) to automate the preparation of agenda materials for the City's legislative body. A new AMS will allow the City to realize operational efficiencies by optimizing and digitizing its agenda management process, increase accuracy, reduce document review time, and provide an automated agenda workflow process. In addition, City staff will be able to utilize the system to prepare their staff reports and supporting documents for their respective commission meetings.

STAFF REVIEW

In May 2024, staff initiated the request for proposal (RFP) process to solicit proposals from professional vendors to provide an agenda management system to automate the preparation of agenda materials for the City Council and the City's commissions. One of the main components of the RFP was that the vendor must provide a free trial period for the City to test and evaluate their system. The City received responses from four (4) qualified vendors.

Vendor	**Initial Project Cost**	**Annual Cost (Years 2 - 5)**
PROVOX Systems, Inc.	$23,500.00	$10,750.00
CompBase Inc., dba ClerkBase	$52,500.00	$14,630.00 (+4.5% annually)
CivicPlus, LLC	$15,025.00	$ 7,035.00 (+5% annually)
Cloud Driven Solutions, Inc.	$ 5,128.00	$ 5,857.00

An evaluation team consisting of the Assistant City Clerk, Deputy City Manager/Director of Human Resources and IT Manager reviewed the submitted proposals and ultimately selected CivicPlus, LLC and Cloud Driven Solutions, Inc. as the two vendors to move forward to the demonstration stage.

A demonstration team including the City Manager, Assistant City Clerk, Administrative Assistant (City Clerk's Department), Community Development Department Manager, Administrative Assistant (Community Development Department), and IT Manager viewed demonstrations from the two vendors, CivicPlus, LLC and Cloud Driven Solutions, Inc. The demonstration team provided their feedback to the Assistant City Clerk, Deputy City Manager/Director of Human Resources and IT Manager.

The evaluation team selected Cloud Driven Solutions, Inc. as the vendor to provide a trial of its system.

At the completion of the trial period with Cloud Driven Solutions, Inc., staff unanimously agreed that Cloud Driven Solutions, Inc. is the best option for an AMS. The system offered by Cloud Driven Solutions, Inc. will allow the City to improve the level of access to agenda materials for all citizens and promote transparency to the public. Cloud Driven Solutions, Inc. is fast becoming a leading service provider of legislative meeting management for local governments in the United States with a reputation for outstanding customer service.

The City was provided with the first three years of fees and support for this system at no cost under the City Council Chamber AV Technology Upgrade Project with Western Audio Visual and Security. There is zero cost for the first three years and only a $5,857.00 cost per year if the City activates the optional one year extension in year four of the agreement. The total cost for the AMS is $5,857.00 in year four of the agreement at the City's option.

LEGAL REVIEW

The City Attorney has reviewed the attached contract and approves it as to form.

FISCAL IMPACT

City Council approved $12,000.00 from American Rescue Plan Act funds account 285-130-530.100 in fiscal year 2024-2025 to purchase an Agenda Management System. The total amount needed to fund this project is $5,857.00 in year four of the agreement at the City's option as the City was provided with the first three years of fees and support for this system at no cost. No additional budget amendment is needed.

RECOMMENDATION

Staff recommends that the City Council: 1) Approve and authorize the City Manager to approve an agreement for a term of three years, with the option of a one year extension, with Cloud Driven Solutions, Inc. in a form approved by the City Attorney in the amount not to exceed $5,857.00 to provide an Agenda Management System; or 2) Provide the City Manager and staff with alternative direction.

Attachments

Attachment A Proposal Response from Cloud Driven Solutions, Inc.

Attachment B Draft Agreement with Cloud Driven Solutions Inc., with RFP, Addendum and Contractor Proposal

ATTACHMENT A

ORIGINAL

EXHIBIT A-1

CITY OF LAWNDALE
14717 Lawndale Blvd.
Lawndale, CA 90260

RFP NO. XXX

VENDOR'S RESPONSES TO
RFP FOR AGENDA MANAGEMENT SYSTEM

RFP PROPOSAL

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

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

Cloud Driven Solutions, Inc.	www.clouddrivensolutions.com
Name of Company	Website
6109 Walla Ave	
Address	
Fort Worth, TX 76133	
City/State/Zip Code	
AJ Thompson / CEO	ajthompson@clouddrivensolutions.com
Printed Name/Title of Contact	Email
817-586-9580	
Telephone Number/Fax Number	

Form of Business Organization:

Please indicate the following (check one):

Corporation X
Partnership _____
Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

4 Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. 1 Date Received: 5-16-24
Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____

No Addenda received regarding this RFP: ____

Proposer's Information:

Contractor's License Number: N/A Expiration date: _____

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

Company Name: _____

Address: _____

Contractor's License Number: _____ Expiration date: _____

Delivery:

What is the lead time for delivery and installation? 1 (Days)/weeks (circle one)

References:

Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
City of Buena Park	6650 Beach Blvd. Buena Park, CA 90622	Adria M. jimenez (714) 562-3750
City of Brea	1 Civic Center Circle Brea, CA 92821	Victoria Popescu 714-990-7746
City of Loma Linda	25541 Barton Road Loma Linda, CA 92354	Lynette Arreola 909-799-2819

EXHIBIT A-2

COST PROPOSAL PRICING PAGE

The Pricing Page must itemize the cost to the City for all services to perform the scope of services outlined in Section IV. A narrative may be attached to clarify any pricing data submitted (e.g., hourly rates).

INITIAL PROJECT COST

1. Initial Software Licensing Costs: $ 879
   Software Licensing Costs
   (identify licensing terms and conditions (e.g., site license, concurrent users, per seat) License costs covers all software features

2. Training: Included with Support $ 0
3. Installation Labor $
4. Configuration Labor and Data Migration $ 1,249
5. Other: Support Cost $ 3,000

TOTAL INITIAL PROJECT COST $ 5,128

ONGOING SYSTEM COST

1. Annual Software Maintenance Costs $ 1,958
   (for five years of ongoing system maintenance and support and extended warranties)

   Software _____

   _____

2. Other Technical Support/Future Upgrade Costs $ 3,899
3. Other $

TOTAL ONGOING SYSTEM COST $ 5,857

EXHIBIT A-3
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Anthony Thompson being first duly sworn, deposes and says:

1. That he/she is the CEO (Title of Office) of Cloud Driven Solutions, Inc. (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

Agenda Management System;
(Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

Dated this 20 day of May, 20 24

(Proposer Signature)

EXHIBIT A-4

PROPOSED PROJECT TIMELINE

AGENDA MANAGEMENT SYSTEM

Date	Activity
September 17	Client sends initial example docs for configuration
September 24	Onboarding Training Sessions
October 1	Staff Training Sessions / Go Live

*Please add additional information or page, if necessary.

SOFTWARE:

Upon acceptance we follow this onboarding plan. Average time is 4-6 weeks from start to full utilization.

We first ask you to provide the following information which we will utilize to initial configure options, custom fields within the software so you have a good starting point.

1. List of users the city would like as initial admins
2. Agenda Example
3. Staff Report example
4. Minutes example
5. Documentation of current approval process (if you have them)
5. Logo you would like to use

We will use these examples to begin laying things out in the software so staff has a starting point. Onboarding typically consists of 2 one hour training sessions where we review overall usage and how to do customizations. (We also will have some guidance ready ahead of time based on the examples and will show examples of how other cities do things as well)

Staff training is typically scheduled after the onboarding. You are free to forward the invite to as many staff members as you wish (we are used to having 60-70 people in training). Before the first staff training is also when we would typically provide a mass import of users if you wish. We just ask for a csv file of name, title, email, and user rights level

Trainings are usually split into 4 different types
1 - Training of staff who schedule meetings, work on staff reports, and publish
2 - Training with staff whose sole responsibility is to create their staff reports for a meeting
3 - Running a live meeting
4 - Generating / Approving Minutes

All training is recorded and provided to you afterwards

ATTACHMENT B

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

AGENDA MANAGEMENT SYSTEM

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____ 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Cloud Driven Solutions, Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of five thousand eight hundred fifty-seven dollars and no cents ($5,857.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. 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 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City’s

control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on October 21, 2024, and continue in full force and effect until completion of the services no later than October 21, 2027. The City has the option to extend this Agreement for one additional year through October 21, 2028, by executing an amendment.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. AJ Thompson, CEO, is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

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

4.2 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor

shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor 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 Contractor used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,00.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of Error and Omissions Liability insurance in an amount not less than $1,000,000.00 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) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, 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 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. 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.

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 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such

as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment 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 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Contractor 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 OF LAWNDALE,
a municipal corporation

By: _____
Sean M. Moore, City Manager

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

CONTRACTOR:
Cloud Driven Solutions, Inc.
a C - corporation

By: _____
Name: AJ Thompson
Title: CEO

By: _____
Name: Tim Bock
Title: Co-Founder

Address: 6109 Walla Avenue
Fort Worth, TX 76133

EXHIBIT "A"

SCOPE OF SERVICES

[Agenda Management System RFP, Addenda, and Contractor Proposal attached]

CITY OF LAWNDALE
CITY CLERK'S OFFICE

REQUEST FOR PROPOSALS
RFP NO. 2405-28

FOR

AGENDA MANAGEMENT SYSTEM

RELEASE DATE: MAY 1, 2024

DEADLINE FOR SUBMISSION: MAY 22, 2024 AT 2:00 PM

Proposals should be submitted to:

City of Lawndale
City Clerk's Office
Attn: Vanesa Alvarez
Administrative Assistant
14717 Burin Avenue
Lawndale, CA 90260

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA 90260

RFP NO. 2405-28

Request for Proposals (RFP) for
Agenda Management System

PROPOSAL SUBMITTAL INFORMATION

PLACE: **CITY OF LAWNDALE**
Vanesa Alvarez, Administrative Assistant
City Clerk City Clerk's Office
14717 Burin Avenue.
Lawndale, CA 90260

DEADLINE: **2:00 PM**

DATE: **Wednesday, May 22, 2024**

The ***ORIGINAL, PLUS TWO (2), UNBOUNDED, PAPER COPIES*** of the PROPOSAL must be submitted in a sealed envelope and marked with the RFP title.

PROPOSALS MUST BE MAILED OR HAND DELIVERED. NO ELECTRONIC OR FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED.

All submitted Proposals must include the following
• A completed copy of the Vendor's Responses form (Exhibit A-1). If additional space is required, attach additional pages. • A Cost Proposal Pricing Page (Exhibit A-2) • A signed Proposer's Affidavit (Exhibit A-3) • A proposed Project Timeline (Exhibit A-4)
Prior to the award of a Contract Services Agreement
• Proof of a City of Lawndale Business License. • Proof of insurance as indicated in the terms and conditions of this RFP document.

Any questions regarding this RFP should be directed to:

Yvette Hall, Assistant City Clerk
email: yhall@lawndalecity.org
phone: (310) 973-3213

CITY OF LAWNDALE
14717 Burin Avenue
Lawndale, CA 90260

RFP for Agenda Management System
RFP NO. 2405-28

SECTION 1. RFP INSTRUCTIONS AND INFORMATION

1.1. INTRODUCTION AND SUMMARY:

The City of Lawndale's City Clerk's Office is searching for software solution providers with expertise, resources and state-of-the-art technology to provide the City Clerk's Office with a legislative management system that is automated and user-friendly that includes the following components:

- Agenda management workflow system with approval processes
- Allows staff to create and process administrative reports, assemble and produce agendas
- Provide public access and search functionality
- Create meeting minutes
- Provide public access and search functionality

The City seeks a solution that will enhance coordination across the City and expand access to the public through greater transparency and streamlined methods of information delivery.

The legislative management system should possess the capability to transfer data from the City's current website, or alternatively, the vendor can retrieve the PDF files from a OneDrive link. The ideal vendor can provide all the services required in this RFP with one integrated solution.

The primary use of this system will be for the City Council and the other City Boards and Commissions. The City Council is comprised of four (4) Council members and one (1) Mayor who meet at least two times per month. The members of the City Council also serve as members of the governing boards of the Successor Agency to the Lawndale Redevelopment Agency, the Lawndale Housing Authority and the Lawndale Public Financing Authority. The proposed system should be capable of handling the agenda preparation process for the following bodies: 1) City Council; 2) Planning Commission; 3) Parks, Recreation and Social Services Commission; 4) Beautification Committee; and 5) Senior Citizen Advisory Committee. These meetings must comply with the California Brown Act, which requires that meetings held by local legislative bodies be open to the public and that meetings must be preceded by a posted agenda. The City Clerk's office must provide a copy of the agenda and/or entire agenda packet to members of the governing bodies and interested parties at the time the agenda is posted.

The vendor is responsible for verification of all website features and functionality if they will be specifying a system that is dependent on a specific feature of the City's current website environment.

Any automated agenda management solution must integrate with existing website features and functionality. Support must be available online and by telephone during the work hours of Monday through Friday, 8:00 am to 6:00 pm.

1.2. BACKGROUND:

The City of Lawndale is located in the southwestern region of Los Angeles County, California. This "Heart

of the South Bay" city is situated in the South Bay area, approximately fifteen miles southwest of downtown Los Angeles and five miles east of the Pacific Ocean. The city borders Hawthorne to the northwest, Redondo Beach to the west, and Torrance to the southwest. Lawndale is easily accessible via major roadways, including the San Diego Freeway (I-405) and the Pacific Coast Highway (California State Route 1). Lawndale is comprised of predominately single-family homes, encompassing 1.97 square miles, with a population of approximately 32,000 residents. Founded in 1905 and incorporated in 1959, 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. Lawndale, a diverse, vibrant, close-knit community, offers various community services, including law enforcement, public works, recreation, and community outreach programs.

The City is governed by a five-member City Council. The Council Members serve staggered four-year terms, except for the Mayor. The Mayor is elected every two years. The City Council has regular meetings on the first and third Mondays of each month.

1.3. 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.

1.4. RFP SCHEDULE OF EVENTS:

The RFP 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 6:00 PM PST.

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

Date	**Activity**
May 1, 2024	City Issues RFP
May 14, 2024	Deadline to submit written questions
May 16, 2024	Addendum issued with City's responses to questions (if applicable)
May 22, 2024 at 2:00 p.m.	RFP Due Date
May 23, 2024 – June 12, 2024	Review and Evaluate RFPs
June 17 – 27, 2024	Conduct Interviews and Demonstrations with selected vendors
July 8, 2024 – September 6, 2024	Trial period begins with selected vendor
September 16, 2024*	Tentative Award of Contract
September 17, 2024*	Contract executed between the City and selected vendor and begin implementation completion

*Dates may be subject to change

1.5. PROPOSAL FORM:

Each proposal must be made on the form (Exhibit A-1) provided for that purpose herein, enclosed in a sealed envelope, and marked "**RFP for Agenda Management System"** and addressed to:

City of Lawndale
Vanesa Alvarez
City Clerk's Office
14717 Burin Avenue
Lawndale, CA 90260

If the proposal is made by an individual, it must be signed by that individual, and an address, telephone number and email must be provided. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to sign contracts. A full business address, telephone number and email must be provided. No faxed or emailed proposals will be considered.

Any unauthorized conditions, limitations, or provisos attached to a proposal may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the RFP form over the signature of the Proposer.

1.6. QUESTIONS:

Proposers must direct all questions, clarifications, request for information, specifications, etc. regarding the RFP in writing to Yvette Hall, Assistant City Clerk, by **email only** to **yhall@lawndalecity.org**. The email subject line shall include the following: RFP Agenda Management System.

The deadline to submit any questions is: **Tuesday, May 14, 2024, at 5:00 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.

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 that the city has on its Proposer's list, and such addendum shall be a part of the RFP requirements.

1.7. RESERVATION:

The City reserves the right to revise or amend these specifications prior to the date set for opening Proposals. Revisions and amendments, if any, will be announced by the issuance of an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City will postpone the opening date.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. This RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP become the property of the City upon receipt by the City.

1.8. AFFIDAVIT:

An affidavit form is enclosed as Exhibit A-3. This form must be completed and executed to demonstrate that the Proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the Proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposer or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any Proposal submitted without an affidavit or in violation of this requirement will be rejected.

1.9. STANDARDS FOR EVALUATION OF PROPOSALS:

City staff will use the following priorities (which includes costs) in determining which Proposal best meets the needs of the City. The City will be the sole determiner of suitability of a Proposal to the City's needs.

CRITERIA	PERCENTAGE
Vendor Expertise	25
Quality of proposed services or goods	25
Extent to which the Vendor's services or goods meet the City's needs	25
Cost	25
TOTAL	100

The City will have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above.

1.10. ORAL INTERVIEW/DEMONSTRATION:

The City may, at its option, invite one or more of the highest-ranking firms to give a verbal presentation and demonstration to City staff. The City reserves the right to select a contractor based solely on written proposals and not convene oral interviews.

1.11. ERRORS AND OMISSIONS:

The Proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Proposer's specifications submitted with its Proposal. Full instructions will always be given when errors or omissions are discovered.

1.12. PROPOSERS EXAMINATION OF REQUIREMENTS:

The Proposer is required to examine carefully the instructions, the information and specifications of this document, investigate the conditions to be encountered, and the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

1.13. DELIVERY (IF APPLICABLE):

Inside Delivery Required. It is the responsibility of the Proposer to provide all equipment and labor necessary to unload the shipment as directed by the City. The City may refuse shipment if delivery does not comply with this requirement. All deliveries of such items to be furnished must be made to job sites or City warehouses within the boundaries of the City.
Prices in the Proposal are to be FOB (free on board) Destination, only once delivered to the City.

1.14. PARTIAL PROPOSAL:

No Partial Proposals allowed. Any Proposals not incompliance with all requirements found herein will be considered non-responsive and not considered for award.

1.15. EQUIPMENT GUARANTEE:

All equipment furnished will be guaranteed by the Proposer/Selected Vendor for a minimum period of one year against defects in design, material and workmanship. The warranty period will begin with acceptance of the equipment. Warranty repairs to correct discrepancies identified during this period will include labor and materials at no cost to the City. Any faulty equipment that, in the judgment of the City, is not reasonably repairable will be replaced by the Proposer/ Selected Vendor as a warranty action.

1.16. THE CONTRACT:

The Proposer to whom the award is made will be required to enter into a written contract with the City. A copy of this RFP, any addenda, and the proposer's accepted Proposal will be attached to and become a part of the contract. All services supplied by the Proposer/ Selected Vendor ("Vendor") must comply with all applicable requirements of the City Ordinances and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

A copy of City's standard contract services agreement is attached hereto as Attachment I. Each proposal must include a statement of any requested changes the Proposer would seek in connection with the contract.

1.17. TERM OF AGREEMENT:

The term of the agreement will be for a period of three years, with a one-year extension.

1.18. PAYMENT SCHEDULE:

Compensation details will be provided and detailed in the service agreement. Proposer may include a proposed modified Payment Schedule for the City's consideration.

1.19. PATENT RIGHTS:

The Vendor will be required to agree to save, keep, bear harmless, defend and fully indemnify the City and any of its officers, employees and agents from all damages, costs, or expenses in law or equity that may at any time arise or to be set up for any infringement of the patent or intellectual property rights of any person or persons in connection with the services and goods supplied under the contract by Vendor.

1.20. TERMS AND CONDITIONS:

The terms, conditions and specifications found herein will be attached to and made part of the Contract Agreement.

1.21. 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:

- Commercial General Liability Insurance 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
- Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance on state approved policy with liability limits no less than $1,000,000 per accident and disease
- Professional (Errors and omissions) Liability Insurance 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.

1.21.a. 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 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.

1.21.b. City Business License: 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.

1.22. APPROVAL OF SELECTION AND AWARD OF AGREEMENT:

The City will select a Proposer with which the City will negotiate an agreement, (based on Attachment I: Sample Contract Services Agreement) that will be recommended to the City Council for their review and approval. Negotiations will be confidential and not subject to disclosure to competing Proposers. If negotiations cannot be concluded successfully with the selected Proposer, the City may negotiate an agreement with other Proposers or withdraw the RFP. Final selection and award of an agreement are subject to approval of the Redondo Beach City Council.

1.23. ACCEPTANCE OF TERMS AND CONDITIONS/SPECIFICATIONS:

Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, including Attachments and Addenda, unless otherwise specified in the proposal. Reference Attachment II: Sample Agreement for the City's terms and conditions.

The awarded firm will be expected to execute an agreement substantially the same as Attachment II: Sample Agreement of this RFP unless any exceptions or conditions are explicitly stated in their proposal.

1.24. PUBLIC RECORDS ACT:

Responses to this RFP become the exclusive property of the City of Lawndale. At such time as the originating department recommends a vendor to the City Council and said staff report appears on the City Council agenda, all unreturned proposals shall be treated as public records and shall be subject to the

Public Records Act with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret," "Confidential," or "Proprietary." Each element of a proposal which a vendor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. 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 the disclosure of any such records or part thereof.

1.25. NONDISCRIMINATION:

The Contractor receiving contract award shall 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.

SECTION 2: SCOPE OF WORK AND SPECIFICATIONS

2.1. GUIDING PRINCIPLES

The Automated Agenda Management System must encompass the following principles:

- **Simplicity** - The system must be clear and easy to use for a wide array of city staff with varying degrees of technological ability.
- **Accessibility** - The system must allow access via Apple products, smartphone, tablet, or desktop computer. Users must be able to upload and view agenda materials on these devices from anywhere without any limitations due to compatibility issues.
- **Compatibility** - The system must be able to integrate with the City's technology and network infrastructure.
- **Transparency** - The system must ensure that the published agenda packet is easily accessible on the City's website to promote government transparency.

2.2. TRIAL PERIOD

The City will require a sixty (60) day trial period of the selected contractor's Agenda Management System at no cost to the City. If the system satisfies the needs of the City, the City will enter into a contract services agreement with the contractor within thirty (30) days.

2.3. AGENDA MANAGEMENT SYSTEM

The City seeks an agenda management system that performs the following functions and that includes, but is not limited to, the following components:

a. Automated workflow system to prepare, track, modify, approve, and monitor the progress of agenda items.
b. Version control for development of agenda items and tracks changes/edits.
c. Ability for the item author to insert a formal caption, the presenter's name(s), background information including attachments, and a recommendation.
d. Ability for the agenda item author to retain control over edits of the agenda write-up and to retrieve item at any time during the routing process.
e. Capability to add or delete staff from the agenda item workflow/routing review/approval process uniquely for an individual agenda item.
f. ADA Accessible.

g. Ability to delete a staff member universally from the agenda workflow for employee terminations and easily move a staff member from one workflow/approval process to another to facilitate employee transfers between departments or different reporting structures.
h. Provides strong word processing and editing capabilities that allows such functionality as: Uploading and/or building tables, graphs, and photos with ease, copying and pasting from other documents/software such as word processors and spreadsheets, changing fonts, highlighting text, bold, italic, etc., without limitation.
i. Retains an easy-to-use search function for items no matter where they exist within the agenda process. This includes using various options including agenda number, keywords, etc.
j. Supports creating, editing, and approving agenda items using the web, tablets, iPad, smartphones, and other electronic devices thru various internet browsers such as Google Chrome, Firefox, Microsoft Edge, Internet Explorer, Safari, etc.
k. Ability to make changes to templates/agenda documents immediately without calling vendor to change.
l. Assembles documents into a single cohesive printable agenda packet and generate reports to help manage agenda creation process. In addition, it must allow the administrator to see status of agenda items moving through their respective approval processes.
m. Facilitates easy electronic posting, emailing and other electronic communication. Must support easily accessing agenda and agenda packet information using tablets, iPad, smartphones, and other electronic devices.
n. Ability for Council members and staff to annotate or make private notes electronically directly into agendas and agenda backup using electronic devices such as tablets, iPad, or smart phones.
o. Provides a searchable document archive and capabilities to copy and paste agenda items to create new agenda items and backup.
p. Facilitates timely creation of minutes, by pre-populating staff recommendations/recommended motions in advance of the meeting.
q. Seamlessly creates a consolidated agenda package in a portable document format (PDF) that includes the ability to create and use PDF bookmarks to navigate each item and its attachments.
r. Ability to define both unique agenda templates for each meeting type and/or a standard template that can then be applied to multiple meeting types.
s. Ability to modify automatically generated minutes to reflect actual order items were taken up in meeting which may differ from order on published agenda.
t. Compatible with Microsoft Office products.
u. Ability to have separate sections in the agenda item which could include background, discussion, fiscal impact, recommendation, strategic goal alignment, options, etc. The software should have the capability for different sections to be completed by different departments, with editing security for certain sections.
v. Ability to create multiple customizable agenda and staff report templates for different types of agenda items and legislative bodies.
w. E-mail notifications to staff: beginning to end of process, inter-department approver, deadline alarm, returned for edit/correction/final/approval.
x. Ability to note location (page number) of each item on an agenda index.
y. Ability to view future meetings on a calendar.

2.4. MEETING MINUTES MANAGEMENT

a. Ability to create meeting minutes template with default text for minutes, motions, and votes; and import of agenda titles into minutes application to use for minutes template.
b. Ability to configure and modify meeting minute templates.

2.5. TECHNICAL SPECIFICATIONS

The City is seeking a solution that is versatile, forward-thinking, service-based, responsive, easy to update, intuitive, capable of adapting to new technologies and open government applications, with a flexible content management system (CMS) that integrates with various third-party applications that may be in use throughout the City. At this time, the City does not use an enterprise content management system or a document management system.

The System must address or achieve the following technical specifications:

a. Agendas need to be accessible online for City and public use. The online agenda packets and attachments should be accessible and integrated with the City website.
b. Cloud access shall be security controlled and provide unlimited storage capacities.
c. Software Formats: All system software must be Microsoft compatible where compatibility with the City's computer equipment is necessary.
d. The City currently utilizes a combination of manual systems to create the agenda packet, including Adobe PDFs, MS Word, scanner and copying machine.
e. The City is currently installing a Cloud driven solution called AgendaLink Solo to manage its live City Council meetings. This solution provides features such as: agenda creation/importing, Granicus Legistar integration, request to speak, motion recording, voting (in person and remote), speaker timer, live meeting output, automatic minutes recording, and completed meetings access via web/pdf/api.
f. Any automated agenda management solution must integrate with existing website features and functionality. Support must be available online and by telephone during the work hours of Monday through Friday, 8:00 am to 6:00 pm.
g. The City' website is cloud-hosted by CivicLive (www.lawndalecity.org).
h. The vendor should import to the new system the existing agenda packets and minutes from the City's website, or alternatively, the vendor will be granted access to a OneDrive link containing PDF files.
i. The ideal vendor can provide all the services required in this RFP with one integrated solution.

2.6. PROJECT TIMELINE

The successful Proposer will submit a Project Timeline (Exhibit A-4) for the various proposed activities to accomplish the Project goals and objectives to the City within ten (10) days of the official start date. Include provision for the City and staff reviews and activities as considered necessary.

2.7. TRAINING

Training will begin when the City determines the respective systems are substantially operational. Scheduling of training will be coordinated with the City's representative. All training will begin only after the system is complete and, in a condition appropriate for training. A portion of the proposed training must set aside some time for questions from the attendees and all questions must be responded to within the time allotted specifically for training. Any answers the Vendor is not able to respond to must be answered in a reasonable time period and at no cost to the City.

2.8. COST PROPOSAL:

Cost proposal shall include specific pricing and cost summaries, indicating quantity/units, terms, and conditions, etc., and be listed on Exhibit A-2 Cost Proposal Pricing Page. Pricing must specify length of pricing, including monthly and annual costs and fees, license terms and costs, future year maintenance cost, etc. The specific fees and charges will be negotiated with terms and conditions in services agreement after contractor selection. Provide a listing of any reimbursable expenses, including unit cost.

2.9. ADDITIONAL PROPOSAL REQUIREMENTS

Proposal shall include all required software, hardware, equipment, licenses, subscription, electronic storage, and professional services necessary and required to assist in the configuration, migration of data, implementation, testing, training, troubleshooting, maintaining, supporting, official launching, etc. to successfully implement the desired system. The City will provide virtual servers, network connectivity, and any other necessary technology required for installation.

Proposal shall include support for all devices and software including phone support, remote troubleshooting, and any related Service Agreements for managed services.

Contractor receiving contract award is expected to diligently undertake and perform the work program as outlined and shall devote the number of persons and level of effort necessary to perform and complete the work in a timely manner and pursuant to established deadlines and due dates in the agreement. All work will be performed to the highest professional standards and will reflect the thoroughness, attention to detail, and professional knowledge expected in and associated with the project and all deliverables.

###

EXHIBIT A-1

CITY OF LAWNDALE
14717 Lawndale Blvd.
Lawndale, CA 90260

RFP NO. XXX

VENDOR'S RESPONSES TO
RFP FOR AGENDA MANAGEMENT SYSTEM

RFP PROPOSAL

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

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

_____

Name of Company Website

_____

Address

_____

City/State/Zip Code

_____

Printed Name/Title of Contact Email

_____

Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one):

Corporation _____
Partnership _____
Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. _____ Date Received: ____
Addendum No. _____ Date Received: ____
Addendum No. _____ Date Received: ____

No Addenda received regarding this RFP: ____

Proposer's Information:

Contractor's License Number:_____ Expiration date: _____

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

Company Name: _____

Address:_____

Contractor's License Number:_____ Expiration date:_____

Delivery:

What is the lead time for delivery and installation? _____Days/weeks (circle one)

References:

Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.
Name of Company/Agency	Address	Person to contact/Telephone No.

EXHIBIT A-2

COST PROPOSAL PRICING PAGE

The Pricing Page must itemize the cost to the City for all services to perform the scope of services outlined in Section IV. A narrative may be attached to clarify any pricing data submitted (e.g., hourly rates).

INITIAL PROJECT COST

1. Initial Software Licensing Costs: $_____
   Software Licensing Costs
   (identify licensing terms and conditions (e.g., site license, concurrent users, per seat)

2. Training: _____ $_____
3. Installation Labor $_____
4. Configuration Labor and Data Migration $_____
5. Other: _____ $_____

TOTAL INITIAL PROJECT COST $_____

ONGOING SYSTEM COST

1. Annual Software Maintenance Costs $_____
   (for five years of ongoing system maintenance and support and extended warranties)

   Software _____

   _____

2. Other Technical Support/Future Upgrade Costs $_____
3. Other
   $_____

TOTAL ONGOING SYSTEM COST $_____

EXHIBIT A-3
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says:

1. That he/she is the_____of _____
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

_____;
(Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

Dated this_____day of_____, 20___

_____
(Proposer Signature)

_____

EXHIBIT A-4

PROPOSED PROJECT TIMELINE

AGENDA MANAGEMENT SYSTEM

Date	Activity

*Please add additional information or page, if necessary.

ATTACHMENT I SAMPLE CONTRACT SERVICES AGREEMENT

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

AGENDA MANAGEMENT SYSTEM

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 professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be

provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ 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 Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Contractor for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. 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 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on _____ and 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 Contract Officer. The City's City Manager is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Contractor's responsibility to assure that the

Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Contractor.

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Contractor or employees, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor 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 Contractor used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,00.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of _____ insurance in an amount not less than $1,000,000.00 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) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, 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 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Contractor may retain copies of such documents for its own use and Contractor shall have an unrestricted right to use the concepts embodied therein. 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.

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 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Contractor shall immediately cease all work or services hereunder except such

as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest; City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers, or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

8.4 Covenant Against Discrimination. Contractor covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Lawndale, 14717 Burin Avenue, Lawndale, California 90260, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by an instrument in writing signed by both parties.

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment 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 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Contractor 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 OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen -Miles, Mayor

ATTEST:

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

_____
Gregory M. Murphy, City Attorney

[NOTE TO STAFF: TWO signatures are required if the Contractor is a corporation, company or partnership. Delete this note in preparing your agreement.]

CONTRACTOR:
[insert company name here]
a [California corporation]

By: _____
Name: [insert name here]
Title: [insert 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

A new Section 6.3(a) is added to the Agreement to read as follows:

OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY. Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by CONTRACTOR (collectively, "Documents") under this Agreement are CITY's property. CONTRACTOR may retain copies of such Documents as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONTRACTOR's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONTRACTOR warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

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

"2.4 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 Contractor 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:

(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, Contractor 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]

CITY OF LAWNDALE
Project: Agenda Management System
RFP No. 2405-28

ADDENDUM NO. 1
City's Written Response and Comments to Questions
Thursday, May 16, 2024

Please sign and submit the below acknowledgement with your RFP.

QUESTIONS AND ANSWERS

1. Did you want the RFP to reflect multiple Agenda platform options? Such as OneMeeting and/or other Granicus options like Peak or Legistar?
   ANSWER: **Proposers are welcome to decide what options they want to present.**

2. Would the City be willing to accept electronic submissions? Given responses/addendums are due back on the 16th, if any adjustments needed to be done on the response it doesn't leave a ton of time to get it shipped out to meet the 22nd deadline
   ANSWER: The City is not able to accommodate the acceptance of electronic submissions at this time. Please see page 1 of the Request For Proposal (RFP) for instructions on how to submit a proposal.

3. We don't provide a trial version of our software, is this a deal breaker?
   ANSWER: Per page 8 of the RFP, the City is requesting a trial version at this time.

4. We typically use our own subscription agreement as it is built for SaaS contracts. We can use the City's contract but would ask that we provide red lines on the agreement should we become shortlisted. We typically don't have legal involved until we are working towards a signed contract.
   ANSWER: Per page 6 of the RFP, the Proposer to whom the award is made will be required to enter into a written contract with the City. Each proposal must include a statement of any requested changes the Proposer would seek in connection with the contract.

5. For the AgendaLink Solo software that is being installed, we do provide a lot of these services within our software, is it a necessity to integrate? Or would the City be willing to look at an alternative solution that is fully integrated into the Agenda Management system platform?
   ANSWER: The City would like to be presented with all features and solutions in your proposal that can be offered. If a vendor is selected to demonstrate their system, the City and vendor can discuss the features and solutions at that time.

END OF QUESTIONS AND ANSWERS

Proposer's Signature: _____

Proposer's Firm Name: _____

Please submit this acknowledgement with your RFP.

ORIGINAL

EXHIBIT A-1

CITY OF LAWNDALE
14717 Lawndale Blvd.
Lawndale, CA 90260

RFP NO. XXX

VENDOR'S RESPONSES TO
RFP FOR AGENDA MANAGEMENT SYSTEM

RFP PROPOSAL

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

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

Cloud Driven Solutions, Inc.	www.clouddrivensolutions.com
Name of Company	Website
6109 Walla Ave	
Address	
Fort Worth, TX 76133	
City/State/Zip Code	
AJ Thompson / CEO	ajthompson@clouddrivensolutions.com
Printed Name/Title of Contact	Email
817-586-9580	
Telephone Number/Fax Number	

Form of Business Organization:

Please indicate the following (check one):

Corporation X
Partnership _____
Sole Proprietorship _____

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

4 Years

If less than three (3) years and your company was in business under a different name, what was that name?

_____

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. 1 Date Received: 5-16-24
Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____

No Addenda received regarding this RFP: ____

Proposer's Information:

Contractor's License Number: N/A Expiration date: _____

Subcontractor's Information:

If subcontractors will be used in the performance of this project, the following information must be provided for each subcontractor:

Company Name: _____

Address: _____

Contractor's License Number: _____ Expiration date: _____

Delivery:

What is the lead time for delivery and installation? 1 (Days)/weeks (circle one)

References:

Please supply the names of companies/agencies for whom you recently supplied and installed comparable goods as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
City of Buena Park	6650 Beach Blvd. Buena Park, CA 90622	Adria M. jimenez (714) 562-3750
City of Brea	1 Civic Center Circle Brea, CA 92821	Victoria Popescu 714-990-7746
City of Loma Linda	25541 Barton Road Loma Linda, CA 92354	Lynette Arreola 909-799-2819

EXHIBIT A-2

COST PROPOSAL PRICING PAGE

The Pricing Page must itemize the cost to the City for all services to perform the scope of services outlined in Section IV. A narrative may be attached to clarify any pricing data submitted (e.g., hourly rates).

INITIAL PROJECT COST

1. Initial Software Licensing Costs: $ 879
   Software Licensing Costs
   (identify licensing terms and conditions (e.g., site license, concurrent users, per seat) License costs covers all software features

2. Training: Included with Support $ 0
3. Installation Labor $
4. Configuration Labor and Data Migration $ 1,249
5. Other: Support Cost $ 3,000

TOTAL INITIAL PROJECT COST $ 5,128

ONGOING SYSTEM COST

1. Annual Software Maintenance Costs $ 1,958
   (for five years of ongoing system maintenance and support and extended warranties)

   Software _____

   _____

2. Other Technical Support/Future Upgrade Costs $ 3,899
3. Other $

TOTAL ONGOING SYSTEM COST $ 5,857

EXHIBIT A-3
STATE OF CALIFORNIA
PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

Anthony Thompson being first duly sworn, deposes and says:

1. That he/she is the CEO (Title of Office) of Cloud Driven Solutions, Inc. (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Lawndale a Proposal for

Agenda Management System;
(Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;

3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Lawndale, or of any other Proposer, or anyone else interested in the proposed contract;

5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over any other Proposer or to induce action prejudicial to the interests of the City of Lawndale, or of any other Proposer or of anyone else interested in the proposed contract;

6. That the Proposer has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Lawndale, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.

8. That the Proposer has not been debarred from participation in any state, federal or public works project.

Dated this 20 day of May, 20 24

(Proposer Signature)

EXHIBIT A-4

PROPOSED PROJECT TIMELINE

AGENDA MANAGEMENT SYSTEM

Date	Activity
September 17	Client sends initial example docs for configuration
September 24	Onboarding Training Sessions
October 1	Staff Training Sessions / Go Live

*Please add additional information or page, if necessary.

SOFTWARE:

Upon acceptance we follow this onboarding plan. Average time is 4-6 weeks from start to full utilization.

We first ask you to provide the following information which we will utilize to initial configure options, custom fields within the software so you have a good starting point.

1. List of users the city would like as initial admins
2. Agenda Example
3. Staff Report example
4. Minutes example
5. Documentation of current approval process (if you have them)
5. Logo you would like to use

We will use these examples to begin laying things out in the software so staff has a starting point. Onboarding typically consists of 2 one hour training sessions where we review overall usage and how to do customizations. (We also will have some guidance ready ahead of time based on the examples and will show examples of how other cities do things as well)

Staff training is typically scheduled after the onboarding. You are free to forward the invite to as many staff members as you wish (we are used to having 60-70 people in training). Before the first staff training is also when we would typically provide a mass import of users if you wish. We just ask for a csv file of name, title, email, and user rights level

Trainings are usually split into 4 different types
1 - Training of staff who schedule meetings, work on staff reports, and publish
2 - Training with staff whose sole responsibility is to create their staff reports for a meeting
3 - Running a live meeting
4 - Generating / Approving Minutes

All training is recorded and provided to you afterwards

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 6.3(a) is added to the Agreement to read as follows:

OWNERSHIP OF DOCUMENTS; EXCEPTIONS; WARRANTY. Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by CONTRACTOR (collectively, "Documents") under this Agreement are CITY's property. CONTRACTOR may retain copies of such Documents as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONTRACTOR's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. CONTRACTOR warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR is required to indemnify and defend CITY to the fullest extent allowed by applicable law should it violate this Section.

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

"2.4 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 Contractor 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:

(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, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Compensation is itemized below for all services to perform the scope of services outlined in Section 2: Scope of Work and Specifications of the City's Request for Proposals.

There are no costs listed below for the Initial Project Cost because these costs were included under the current agreement with vendor Western Audio Visual & Security (WAVS) under the City Council Chamber AV Technology Upgrade Project. A copy of the letter from WAVS is attached for reference as Exhibit C.1.

INITIAL PROJECT COST

1.	Initial Software Licensing Costs: Software Licensing Costs (identify licensing terms and conditions, e.g., site license, concurrent users, per seat) License costs covers all software features	$ 0
2.	Training: Included with support	$ 0
3.	Installation Labor	$ 0
4.	Configuration Labor and Data Migration	$ 0
5.	Other: Support Cost	$ 0
	TOTAL INITIAL PROJECT COST (Years 1, 2, 3)	$ 0

ONGOING SYSTEM COST

1.	Annual Software Maintenance Costs (To begin in year four under a one year optional extension of agreement, of ongoing system maintenance and support and extended warranties) Software N/A	$ 1,958.00
2.	Other Technical Support/Future Upgrade Costs (To begin in year four under a one year optional extension of agreement.)	$ 3,899.00
3.	Other	$ 0
	TOTAL ONGOING SYSTEM COST*	$ 5,857.00

*For Year 4 (one year optional extension of agreement).

Western Audio Visual & Security

September 11, 2024

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

Re: AgendaLink Solo Agenda Management System

Dear Yvette Palomo:

This letter is to provide a summary regarding the AgendaLink Solo Agenda Management System provided to the City of Lawndale by Western Audio Visual and Security (WAVS) under the City Council Chamber AV Technology Upgrade Project.

Under the current agreement with WAVS, the City of Lawndale purchased the AgendaLink Solo Minutes Management System for three (3) years. However, the WAVS agreement also includes the complete full platform of the Agenda and Minute Management System (AgendaLink Solo/ Cloud Driven Solutions) at no additional cost for three (3) years, with recuring fees beginning in year four (4). The cost for one year of recurring fees and support is $4,217.00.

Sincerely,

Hailey Schellin
Account Executive
Western Audio Visual and Security

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The Contractor will follow the Project Timelime (Exhibit A-4), as submitted in their proposal (attached).

EXHIBIT A-4

PROPOSED PROJECT TIMELINE

AGENDA MANAGEMENT SYSTEM

Date	Activity
September 17	Client sends initial example docs for configuration
September 24	Onboarding Training Sessions
October 1	Staff Training Sessions / Go Live

*Please add additional information or page, if necessary.

CITY OF LAWNDALE

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

DATE:	October 21, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Yvette Palomo, Assistant City Clerk Vanesa Alvarez, Administrative Assistant
SUBJECT:	**Approval of Routine Records Destruction**

BACKGROUND

The City of Lawndale's Records Management Program (RMP), City Council Policy No. 77-04, regulates the organization, maintenance, retention, preservation, and disposition of the City's records in accordance with Federal, State, and local laws, ordinances, regulations or rules, contractual requirements, and standard business practices. The program applies uniformly to all City departments and ensures that we preserve and maintain essential, original records and that we appropriately destroy non-essential, non-historical records when the need for their retention has ended. In accordance with the policy, the City Council must consent to the destruction of any City records.

STAFF REVIEW

The Community Services Department and the Finance Department staff have identified certain records that are no longer operationally needed and are not of historical value. Staff now deems the following records to be obsolete and requests the City Council's authorization to destroy them with the adoption of Resolution No. CC-2410-101.

It is notable that some of the records contain confidential personal information. As required by the RMP, the City Clerk’s Office will shred these confidential documents before disposing of them. In addition, as required by the program, the destruction of all records will be fully documented.

Resolution No. CC-2410-101 authorizes the destruction of these records. As required, the City Attorney has consented to the destruction in writing, as has the City Manager. Staff recommends that the City Council approve the destruction of the records by adopting this Resolution.

LEGAL REVIEW

In addition to reviewing the records destruction authorization forms and consenting to the destruction of the listed records, the City Attorney has reviewed the Resolution and approved it as to form.

FISCAL IMPACT

Staff estimates that the cost will be $80 to destroy the proposed records. The funds are budgeted in the City Clerk's Department’s Fiscal Year 2024-25 budget and no additional budget amendment is necessary.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No.CC-2410-101, approving the request from the Community Services Department and the Finance Department for authorization to destroy routine records as listed in the exhibit of the resolution.

Attachments

Attachment A - Resolution.pdf

ATTACHMENT A

RESOLUTION NO. CC-2410-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS IN THE COMMUNITY SERVICES DEPARTMENT AND THE FINANCE DEPARTMENT

WHEREAS, it is in the best interests of the city to retain essential historical records and to appropriately destroy non-essential, non-historical records when the need for their existence has ended; and

WHEREAS, the City Council established Council Policy No. 77-04 "Records Management Program" in February 2004 to provide rules and guidelines for the organization, maintenance, retention, preservation and disposition of the city's records in a uniform manner and in accordance with federal, state and local laws; and

WHEREAS, staff in the Community Services Department and the Finance Department has determined that certain original records are no longer required for administrative/operational, legal, fiscal, or historical purposes; and

WHEREAS, City Clerk Department staff has reviewed the records specified in Exhibit "A" of this resolution and recommends their destruction; and

WHEREAS, the City Manager and City Attorney consent to said destruction by executing the Authorization to Destroy Records Forms, attached hereto as Exhibit "A"; and

WHEREAS, in accordance with Council Policy No. 77-04, as amended, the City Council agrees to the destruction of the subject records and wishes to appropriately document their destruction.

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

SECTION 1. The City Council hereby approves the destruction of those records, documents, instruments, books, or papers designated in Exhibit "A", attached to this resolution.

SECTION 2. That this resolution does not authorize destruction of:

a. Records affecting the title to real property or a lien thereon;
b. Court records or records relating to legal proceedings;
c. Records required to be kept by statute; or
d. The minutes, ordinances, or resolutions of the legislative body of the City Council of the city or of any board or commission.

SECTION 3. That the City Clerk Department is directed to (a) supervise the destruction of those records designated in Exhibit "A", (b) ensure that confidential records are destroyed and not simply discarded or recycled, and c) certify the destruction of said records and maintain a permanent file of Authorizations to Destroy Records and Certificates of Records Destruction.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2024.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2410-101 at a regular meeting of said Council held on 21st day of October, 2024, by the following roll call vote:

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

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

Erica Harbison, City Clerk

EXHIBIT A

Date: 10/15/24 Department: Community Services

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below (or on the attached list) are **scheduled to be destroyed**, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.

List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
N/A	**Participants' Registration** (Soccer, Basketball, Pee Wee Sports,Camp Leader, McKenzie Gardens)	2011 2011 2013 2010 2017	2017 2011 2017 2018 2017	1 2 3 11 12	CS-001	2 years
N/A	**Facility Use Applications**	2010	2011	8	CS-003	2years
N/A	**Special Programs** (Commodities, Travel Club)	1995 2009 2003 2013 2017	2003 2016 2009 2018 2017	10 6 7 8 9	CS-005	2 years

Check one option for destruction:

☑ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Cynthia Rodriguez Date: 10/15/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 10/15/24

City Manager — Date: 10/16/24

City Attorney — Date: 10/17/24

Return this form to the City Clerk Department following approval (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk — Date

©1998-2016 Gladwell Governmental Services, Inc.

Date: 10/09/2024 Department: FINANCE

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below (or on the attached list) are **scheduled to be destroyed**, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.

List records here, or attach a list

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	FINANCE – 1099 MISC/1096	2000	2000	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2001	2001	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2002	2002	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2003	2003	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2004	2004	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2005	2005	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2006	2006	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2007	2007	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2008	2008	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC/1096	2009	2009	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2010	2010	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2011	2011	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2012	2012	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2013	2013	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2014	2014	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2015	2015	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2016	2016	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2017	2017	1	FIN-001	5 YEARS
	FINANCE – 1099 MISC, 1098 & 1096s	2018	2018	1	FIN-001	5 YEARS

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: KATIE HOANG Date: 10/09/2024

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head (Hrant Manuelian) 10/15/24 Date

©1998-2016 Gladwell Governmental Services, Inc.

Date: 10/09/2024 Department: FINANCE

City Manager (Sean Moore) Date 10/16/24

City Attorney (Gregory Murphy) Date 10/17/24

Return this form to the City Clerk Department following approval (they coordinate the destruction arrangements)

(Complete after destruction has been performed. If destruction is performed by a commercial vendor, have them provide a certificate.)

I HEREBY CERTIFY that the items listed above have been reviewed and destroyed in accordance with City policies and procedures:

City Clerk/Assistant City Clerk Date

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CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Adrian Gutierrez, Administrative Assistant II

SUBJECT: **Approve Master Services Agreement with Paymentus for Online Payment Processing of Permits**

BACKGROUND

The City of Lawndale has used the desktop application CityView to issue permits and planning applications since 2007. Since operating the software in its current configuration, the City has lacked the functionality for customers and residents to pay for permits and applications and track their progress online.

Per the City Council's recent direction, staff have begun researching alternatives for customers to track their permits and application progress and take payments online. The City approached Harris Computer the vendor of the software, for viable options and were provided with an alternative to accommodate for the services requested. Harris Computer, the provider of the CityView software, contacted the two vendors on the City's behalf, those vendors being Paymentus and Invoice Cloud. Paymentus was the only responsive vendor.

The City currently spends around $25,500 annually to license CityView for its current features and services. The newest version of the software has the capability of providing online payments and application submission and tracking through its modernized implementation and the use of an online portal. To make online payments, the online portal must be integrated with an external payment processing company.

The vendor provided staff with contact information for one of its two primary online payment processors that can integrate directly with the online portal, that being Paymentus.

STAFF REVIEW

The proposed cost to upgrade the software and implement an online portal is approximately $50,063. A separate agreement with an online payment processor is needed to process online payments through the new portal. Staff have been communicating with Paymentus as a potential provider for online payment processing capabilities.

The proposed agreement with Paymentus will be valid for seven years after the launch date. After the initial term, the contract will automatically renew for a period of three years unless the City, or Paymentus, provides written notice six months prior to the automatic renewal date.

LEGAL REVIEW

The City attorney has reviewed the master services agreement and has approved it as to form.

FISCAL IMPACT

A request for proposal ("RFP") is not required since Paymentus is one of the two authorized vendors that can integrate directly with the new CityView portal. The integration of Paymentus is not expected to trigger any major modifications to the CityView software or portal.

The proposed pricing module from Paymentus is based on an estimate of how many online transactions the City anticipates having, and an average invoice amount for each transaction. Depending on the above-mentioned factors, Paymentus may update its pricing module to accommodate our transaction volume accordingly. The proposed pricing will be valid for the duration of the signed contract.

The estimate provided for this service has no direct costs to the City other than charging the City for bounced checks or charge back payments at a rate of $9.95 per item. In these instances, the City will bill the customer directly for these fees.

All services are paid for via surcharges included in the transactions. For online debit/credit card payments, a 2.95% surcharge is added to the transaction. For ACH/online checks, a $1 surcharge is added to the transaction. Staff will be able to provide online links to customers for making online payments, through the new portal, with Paymentus processing the payments at the backend.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Master Services Agreement with Paymentus.

Attachments

Attachment A - Paymentus Pricing for Lawndale, CA

Attachment B - Paymentus Master Services Agreement

ATTACHMENT A

Paymentus Pricing for Lawndale, CA

Paymentus

Prepared For:	**City of Lawndale, CA. 1,700 bills/year.**
Delivered To:	**Adrian Gutierrez, Administrative Assistant II**
Date:	**08/22/2024**
Payment Types & Average Payment:	**Non-Utility (Building & Planning Department – Building Permits, Construction & Demolition Debris, Miscellaneous Permits/Fees): $375,000.00 Annual Volume. $800.00 Average Payment.**
Annual Check/Money Order Volume:	**$93,750.00**
Annual Credit/Debit Volume:	**$168,750.00**

Paymentus Instant Payment Network® Solution Components

(Checkbox indicates feature is included. All features are available on the platform)

Paymentus processes payments using our secure PCI and Nacha compliant platform with simplified reconciliation, streamlined funding and next day deposits.

☑ 

Responsive Web/Mobile
View and pay online with guest (one-time) and enrolled/registered options.

☐ 

Hosted IVR
Phone payments with a multilingual and highly configurable call flow.

☐ 

eBill Presentment
Opt-in/out of paper bill delivery with multiple options for eBill delivery and images.

☐ 

Digital Wallets
Pay with PayPal, Venmo, PayPal Credit, Apple Pay, Google Pay and more.

☑ 

Outbound Messaging
Deliver timely notifications by email, text and phone.

☐ 

Chatbot & AI Automation
Use AI to help with common customer FAQs, payments and interactions.

☑ 

Point of Sale
Accept in-person payments with EMV/P2P/NFC over the counter and mobile devices.

☐ 

Digital Disbursements
Streamline refunds, payouts, rebates by eliminating paper checks and delivery delays.

☑ 

Agent Dashboard
Real-time, single point of access to manage system and view analytics and reporting.

☐ 

Secure Service®
CSRs capture payments with PCI-compliant technology.

☐ 

Bill Print and Mail
Full print and mail services for paper bills, inserts, imaging and other documents.

☐ 

Pay-by-Text
Automated interactions via SMS for payments that are quick and secure.

☐ 

Secure PDF Payment
Receive and pay eBills in a secure PDF via email.

☐ 

Kiosk Solutions
Ease burden on staff via self-service in-person payments.

☐ 

Walmart Bill Pay
Accept debit and cash payments at Walmart stores. Consumer fees apply.

☐ 

Usage and Analytics
Superior analytics and programmatic solutions for meter and data needs.

Paymentus

☐ **PayPal Super App**
Reach customers through this widely used global app.

☐ **Scan-to-Pay**
Accept cash payments at 90,000 retailers. Consumer fees apply.

Pricing Description – Inclusive of Paymentus Processing and Technology	
Setup, Subscription and Implementation	$0.00
Integration Costs from Paymentus to CityView	$0.00
Annual/Monthly Support and Maintenance	$0.00
Gateway Fees, Nacha and PCI Compliance	$0.00
Real-Time API, File and SSO Integration Options	$0.00
Data and Profile Migration Services	$0.00
Persistent Test Environment(s)	$0.00
24/7 Security Monitoring and Network Operations	$0.00
Real-Time Payment Processing	$0.00
Branded eBills, Automated Notifications and Communication Tools	$0.00
Telecom Charges for IVR and Automated Notifications	$0.00
Encryption and Tokenization Services	$0.00
Fraud Detection, Aggregator and Mitigation Services	$0.00
Comprehensive Reporting and Lookup: All Pay Channels/Methods	$0.00
Real-time System Performance and Analytics Dashboard	$0.00
Ongoing Product Feature Releases and Payment Methods	$0.00
Account Management Support and Training	$0.00

Paymentus

Payment Type and Pricing Model NON-UTILITY BILLING (BUILDING & PLANNING DEPARTMENT – BUILDING PERMITS, CONSTRUCTION & DEMOLITION DEBRIS, MISCELLANEOUS PERMITS/FEES.) – CONVENIENCE FEE MODEL (Behind CityView)

Transaction Fees	
ACH/eCheck Includes Account Validation for Nacha Compliance	**$1.00**
Credit, Debit Cards and Digital Wallets (Visa, Mastercard, Discover, American Express)	**2.95%**

Additional Notes:

- Maximum card/ACH payment amount per transaction $25,000.00. Multiple payments can be made.
- Minimum payment fee of 1.00 per non-ACH/eCheck transaction.
- Chargebacks and returned checks will be billed at $9.95 per item.
- POS devices: $460.00 per device, as needed (Lane3000 Standard EMV Device) – For use with the Paymentus Agent Dashboard

Note: Pricing expires 90 days from date of proposal

ATTACHMENT B

Paymentus Master Services Agreement

MASTER SERVICES AGREEMENT

Client:	City of Lawndale, CA
Client Address:	14717 Burin Ave., Lawndale, CA 90260
Contact for Notices to Client:	Adrian Gutierrez, Administrative Assistant II
Estimated Number of Yearly Payments:	1,700 Non-Utility (Building & Planning Department – Building Permits, Construction & Demolition Debris, Miscellaneous Permits/Fees) bills per year

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation, with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide, Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms, and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

(i) this signature page
(ii) the General Terms and Conditions; and
(iii) the following Schedules:

Schedule A: Paymentus Service Fee Schedule
Schedule B: Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAWNDALE, CA:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION:

By: _____

NAME: _____

TITLE: _____

DATE: _____

Paymentus

GENERAL TERMS AND CONDITIONS
BY AND BETWEEN PAYMENTUS CORPORATION AND CITY OF LAWNDALE, CA

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "**Affiliates**" means (i) any entities that control, are controlled by, or are under common control with a Party.

1.2 "**Agent Dashboard**" means a web based portal that enables Client to manage and monitor its' customers' payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.

1.3 "**Agreement**" or "**Master Agreement**" means the Master Services Agreement between the parties, as amended from time to time, including the Signature Page, these General Terms and Conditions and all Schedules.

1.4 "**Average Bill Amount**" means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.

1.5 "**Custom Enhancement(s)**" means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work, as needed, entered into by the Parties, as needed, in which Client agrees to pay Professional Services Fees for the Work done in connection therewith.

1.6 "**Customer Information Files**" or "**CIF**" means a computerized file used by a company that stores all customer data such as the customer's personal and account information.

1.7 "**Custom Implementation**" means implementation of Client's Custom Integration and Custom Enhancements..

1.8 "**Custom Integration**" customization of the Platform to integrate with Client's billing system using non-standard file specifications or application programming interfaces ("APIs") supported by Client's billing system

1.9 "**Effective Date**" has the meaning set forth on the signature page above, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.

1.10 "**Excess Payment Amount**" means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.

1.11 "**Fee Assumptions**" means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.

1.12 "**IPN**" or "**Instant Payment Network"™** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.

1.13 "**Launch Date**" means the date on which Client completes the introduction to Users of all of the Services set forth on Schedule A as of the Effective Date of this Agreement.

1.14 "**Minimum Monthly Commitment**" means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount, as set forth in Schedule A).

1.15 "**Non-Qualified Transaction**" means any payment where the Paymentus Fee is lower than the cost of processing such payment (including the cost of Third Party Fees).

1.16 "**Payment**" means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.

1.17 "**Payment Amount**" means the amount of a Payment.

1.18 "**Paymentus Authorized Processor**" means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.

1.19 "**Paymentus Fee**" is the amount charged for the Services as set forth on Schedule A.

1.20 "**Platform**" is defined in Section 2.1.

1.21 "**Professional Services**" means the work to be performed for Client by Paymentus, which may be changed from time to time in accordance with the Change Order process described in a Statement of Work, as needed.

1.22 "**Professional Services Fees**" means the fees charged for the Professional Services.

1.23 "**Reversed or Chargeback Transactions**" means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).

1.24 "**Services**" means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.2.1.

1.25 "**Standard** Implementation" means (i) the initial integration between the information systems of both parties so that Paymentus can receive Client's customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the creation of business rules to be applied to the acceptance of payments, all as further described in the applicable Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.

1.26 "**System Availability**" means that date on which Paymentus notifies Client's that the Platform is ready process User data.

1.27 "**Term**" means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.

1.28 "**Third Party Fees**" is defined in Section 2.1 of this Agreement.

1.29 "**User**" means a Client customer who uses the Services to pay its Client bills.

1.30 "**Work**" or "**Work Product**" means the customizations that are performed by Paymentus as part of the Professional Services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of all electronic bill payment and related services substantially similar to the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional and commercially reasonable manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice through the Agent Dashboard disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional material obligations on Client or Users, Client will have thirty (30) days after the date the notice is posted on the Agent Dashboard to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out in a timely manner, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and the Paymentus Service Fee (Schedule A) will be deemed amended to reflect changes in the Services and fees in connection with the Service Enhancements.

3 Compensation and Payment Terms

3.1 Implementation

3.1.1 Charge for Standard Implementation. Paymentus will charge the fees related to Standard Implementation that are set forth on an applicable Statement of Work, as needed.

3.1.2 Custom Implementation. If Client requests customizations during the implementation process, a Statement of Work (SOW) will contain an estimate of the amount of custom Work that will be required to be performed on a time and materials basis, which Work will be performed at a blended hourly rate set forth therein in accordance with the payment terms set forth in the SOW. If there are changes following the execution of the Statement of Work, the parties will follow a change order process. Custom implementation shall be billed as set forth in a SOW, as needed.

3.2 Paymentus Fee

3.2.1 Party to be charged the Paymentus Fee. The party to be charged the Paymentus Fee is identified on Schedule A.

3.2.1.1 Where the "User Box" is checked on Schedule A, User will be charged the Paymentus Fee.

3.2.1.2 If the "User Box" is not checked on Schedule A, Client will be charged the Paymentus Fee.

3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee (""Third Party Fees"), except for fees related to Reversed or Chargeback Transactions.

3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days following the date of delivery by Paymentus' of prior written notice to Client due to one of the following:

3.2.3.1 Mistake in connection with the Fee Assumptions. A mistake by either of the parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment methods utilized by the Users or (c) the interchange rates applied to transactions.

3.2.3.2 Charges for Non-qualified Transactions. Client will be billed additional Paymentus Fees equal to **[2.85%]** of the Excess Payment Amount for each month.

3.2.3.3 Changes in Third Party Fees. Changes in the card or payment system rules, changes in payment processing fees or other changes in Third Party Fees that are outside of Paymentus' control that increase Paymentus' cost of processing transactions.

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Launch Date, and continuing on each anniversary of the Launch Date thereafter during the initial term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index, "U.S. City Average/All Items for All Urban Consumers (CPI-U) (1982-84 = 100)".

3.3 Payment Terms.

3.3.1 User Paid Invoices. When User pays the Paymentus Fees (as designated on Schedule A), User will pay the Paymentus Fees together with the corresponding Payment at the time of the transaction.

3.3.2 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW, as needed, in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees contained in the applicable invoice(s) within thirty (30) days from the invoice date ("Due Date"). To the extent that any portion of an invoice is disputed in good faith ("Disputed Amount"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("Invoice Dispute Notice"). The parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not disputed within thirty (30) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not timely paid shall be subject to interest from the Due Date at the higher of 18% per annum or the then current legal rate of interest.

4 Payment Processing

4.1 Integration with Client's Billing System

Paymentus will provide implementation services to Client, which is attached hereto and incorporated herein by reference.

4.2 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.3 Explicit User Confirmation

Paymentus will electronically confirm to the User the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged for the transaction, and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction.

4.4 Merchant Account

If described as part of implementation, Paymentus will assist Client in setting up a merchant account directly with the Paymentus Authorized Processor for processing and settlement of transactions.

4.5 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its sole discretion, Paymentus may refuse to process any transaction that it reasonably believes is (i) submitted in violation of its terms of use or (ii) necessary to protect Client, Users, itself or others from actual or potentially illegal, fraudulent or harmful activity.

4.6 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.7 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period, which period shall be designated by Client during the Standard Implementation process. Such standard reports are available through the Agent Dashboard.

5.2 User Adoption Communication by Client

Client will prominently communicate the Services as a primary payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including (i) on the face of bills, invoices and other notices; (ii) on any marketing or advertising materials that include payment options; (iii) if direct payments have been activated, by providing Interactive Voice Response ("IVR") and Web payment details prominently on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; (iv) if IVR payments have been activated, through Client's general IVR/Phone system; and (v) other channels or means available to Client or reasonably suggested by Paymentus.

Paymentus will provide Client with logos, graphics and other marketing materials solely for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor. Paymentus is not acting as an agent or fiduciary of the Client or its Users.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will fully cooperate with Paymentus by:

(i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.

(ii) Maintaining throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

(iii) Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).

(iv) Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by Client. The CIF shall also identify customers by payment type.

(v) Launching the Service within 30 days of System Availability. Paymentus will notify Client in writing of System Availability. Client will have five (5) days following such notification to confirm that there are no material defects in the System ("Testing Period"). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following final System Availability or (ii) 120 days following the Effective Date (as adjusted for any time required for Paymentus to cure applicable defects), Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.

(vi) Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.

(vii) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.

(viii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients' billing system.

(viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

(ix) Promptly provide Paymentus notice within a reasonable time (not to exceed 48 hours) if Client encounters a cyber-incident or a data security breach which could reasonably be expected to compromise Paymentus data.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent such claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, employees, and Affiliates (collectively, the "Paymentus Indemnitees")

from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall (i) require the indemnified party's prior written consent, which consent will not be unreasonably conditioned, delayed or withheld and (ii) to the extent legally permitted, shall remain confidential.

6.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOOD PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT, MORE THAN THE LESSER OF $500,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 7 (seven) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provides the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement and with reasonable details regarding the material breach. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' written notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. During any period between the date of the notice of non-renewal or termination, if applicable, and the termination date set forth therein, Client shall maintain transaction volumes materially consistent with historical usage of Paymentus' Platform. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

The parties agree that notwithstanding anything in this Agreement to the contrary, they will each abide by the terms of the Mutual Confidentiality Agreement or other mutual non-disclosure agreement signed by the parties in connection with the commencement of the negotiation of this Agreement ("NDA"), which NDA shall be incorporated herein by reference, with the exception that the Term of the NDA shall be extended from the Effective Date of the NDA for three years following the termination or earlier expiration of this Agreement (the Confidentiality Period"). Furthermore, during the Confidentiality Period, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Except as required by law, Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) (applicable merchant processing, cash management, ACH origination, or kiosk agreements) above.

9. FOIA Requests

If a request for information is made to Client under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Paymentus, this Agreement or other information provided to Client before and after the Effective Date in connection with or pursuant to this Agreement, Client shall (i) promptly provide Paymentus written notice of (email shall suffice) such request (along with a copy of the request) so that Paymentus may seek, at Paymentus' sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation (at Paymentus' request and sole expense, including but not limited to Client's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

10. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

11. Miscellaneous

11.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

11.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein (or by electronic mail) may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

11.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

11.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

11.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

11.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is directly delayed, impaired or rendered impossible due to acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, floods, labor strikes, labor walk-outs, pandemics or other wide-scale heath crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

11.9 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties. Paymentus may amend this Agreement as reasonably necessary to comply with laws, regulations or rules applicable to the Services provided under this Agreement.

11.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

Schedule A – Paymentus Service Fee Schedule: Non-Utility Billing

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee: User will make payments. Non-Utility (Building & Planning Department – Building Permits, Construction & Demolition Debris, Miscellaneous Permits/Fees), Convenience Fee Model
☒	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN.	☒ 2.95% per credit/debit transaction. $1.00 per ACH/eCheck transaction.
☒	Direct Payments (Web, IVR, Scheduled)	Ebill Presentment and Customer Engagement	Credit, Debit, Digital Wallets, ACH	☒ 2.95% per credit/debit transaction. $1.00 per ACH/eCheck transaction.

Note:

The parties have agreed to the following:

A. Average Bill Amount: $800.00.
B. Maximum Amount per Payment is $25,000.00. Multiple payments may be made.
C. Minimum payment fee is $1.00 per non-ACH payments.
D. Chargebacks and returned checks will be billed at $9.95 per item.
E. POS Devices: $460.00 per device, as needed (Lane3000 Standard EMV Device), to be used with Paymentus Agent Dashboard.

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Schedule B – Client Payment Data

[To be provided by Client]

Non-Utility (Building & Planning Department – Building Permits, Construction & Demolition Debris, Miscellaneous Permits/Fees): 375,000.00 annual volume ($93,750.00 annual check/money order volume, $168,750.00 annual credit/debit card volume, $112,500.00 annual cash volume)

1,700 total bills/year for non-utility bills.

Harris integration behind CityView web.

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Adrian Gutierrez, Administrative Assistant II

SUBJECT: **Amendment to CityView Service and Support Agreement for Automated Permitting, Case Tracking, and Online Payments**

BACKGROUND

In 2007, the City of Lawndale entered into an agreement with Municipal Software Corporation for the development and management of an automated permitting and case tracking system called CityView (the "software"). In 2009, Municipal Software Corporation became a part of N. Harris Computer Corporation, now known as Harris Computer (the "vendor"). Initially, the Community Development, Code Enforcement, and Public Works Departments used the software to issue building, planning, and encroachment permits, track and monitor code enforcement cases, planning applications, and entitlements.

In 2016, the contract was updated to include the then-current pricing for the software and amended the existing contract with the vendor. Today, the Community Development and Public Works Departments continue to use the software to issue permits and track planning and entitlement applications. Currently, CityView costs approximately $25,500 (with annual increases up to 5%) for annual program maintenance and support.

The goal of the software is to automate the business processes and workflow of the City's development services operations, involving the Planning, Building & Safety, and Public Works departments to manage property, plan checks, permitting and inspection activities. The current implementation of the software operates on Windows-based computers and provides streamlined workflow and real-time access to information on development projects and land parcels internally within the City departments.

The software has not been updated since 2018. The current software implementation lacks support for taking payments online and does not provide public access to the system for customers to view and track permit and application progress.

STAFF REVIEW

Staff have recently received directions from the City Council to implement a solution for customers and residents to view and track their permit, site plan, and entitlement applications. In addition, customers have requested the ability to make payments for permits and applications online, a service that is unavailable with the current software implementation.

City staff have communicated with the vendor for possible solutions to improve services as requested by the City Council and the public. The vendor provided information and demonstrated their new software which integrates the requested and existing features, along with a publicly accessible portal for the public. Customers and residents will be able to create online accounts to apply, pay, and track their permits and applications.

Staff are recommending that the City Council approve the software upgrade, implementation of an online portal, and online payment capabilities only for the Building & Safety and Planning Departments at this time. Due to this, the City Attorney has recommended that a request for proposal would not be necessary. If the implementation of the updated software and online portal is successful, staff will be looking to include other functions from other department's to be integrated into the updated software and portal such as: business licensing, code enforcement, animal control, and encroachment permits.

A separate agreement with Paymentus is required for online payment processing. Paymentus is one of the two providers that can integrate directly with the online CityView portal. The City Council will be provided with a separate staff report and agreement for this service.

LEGAL REVIEW

The City Attorney has reviewed the amended service and support agreement and approved it as to form.

FISCAL IMPACT

A request for proposal ("RFP") is not required since the proposal to add additional functionality to the already existing permitting software can only be done through the existing vendor.

The quoted cost for the proposal is $50,063. $45,000 is a onetime fee for upgrading the software, setting up and implementing the online portal, training, and technical assistance. $5,063 is for the prorated Mandatory Annual Software Maintenance fee.

The current cost for existing software features, support, and maintenance is $25,427.90. Once the upgrade is completed and the additional functionality is added, the new annual cost for licensing, support, and maintenance is estimated to be around $32,000, which is subject to annual increases of up to 5%.

Staff are recommending that the City Council increase the budget amount for the Community Development Department's Professional Services account (279-410-530.200) from $15,000 to $65,063 to accommodate the costs for the software upgrade and implementation of the new features, a $50,063 increase.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the amended service and support agreement with Harris Computer for CityView; and
2. Approve the budget amendment to increase the Community Development Department's Professional Services account for FY 24-25 from $15,000 to $65,063.

Attachments

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

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 Entire Agreement; Amendment; Waiver. 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 Counterparts. 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 Binding Effect. 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: 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 LICENSED CITYVIEW USER SOFTWARE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" AND NOW SUBJECT TO THIS AGREEMENT

Product Description
10 CityView Concurrent Application Client – Desktop

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

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

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

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
Software Licenses Include: • 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 (the "Agreement") made 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 DEFINITION

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

DESCRIPTION			
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 documents: None			
Cost: Total of $45,000 USD plus pro-rated ASM			
Total Estimated Cost:	**$45,000 (ASM is to be pro-rated – see terms)**	**Planned Delivery Date:**	**TBD**
Payment Terms:	**As per the attached Terms and Conditions**		

Terms and Conditions

1 PAYMENT TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: • 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	50% invoiced on commencement 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: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lucho Rodriguez, Public Works Director
Grace Huizar, Senior Management Analyst

SUBJECT: **Authorize the Purchase of Vehicles for the Public Works, Community Development, and Municipal Services Departments**

BACKGROUND

On an annual basis, staff performs a needs assessment of vehicles and equipment based on mileage, age, and resources lost due to down time for repairs. For this year, there are two Public Works Department vehicles and one Community Development Department vehicle that need to be replaced due to the replacement criteria. The Municipal Department needs one vehicle to replace a vehicle that was in a traffic collision in October 2023 and was deemed non-repairable.

STAFF REVIEW

The two trucks listed below are part of the Public Works fleet and are part of the vehicles still using Compressed Natural Gas (CNG) in the City fleet. CNG vehicles are hard to fill as there are less locations available that provide this service. Additionally, the two trucks have incurred significant resources due to repair needs and both have leaking Compressed Natural Gas tanks that require specialized mechanics that are not easy to find; for these reasons they are being recommended for replacement. These vehicles will be sent out for auction, but it is anticipated that the auction sale price will be minimal.

City Vehicle Number:	500
Year Make and Model:	2012 Ford Truck (Leaking CNG Tank)
License Plate Number:	1397519
Vehicle Identification Number:	1FT7X2A63CEC56679
Current Mileage	56,008

City Vehicle Number:	501
Year Make and Model:	2012 Ford Truck (Leaking CNG Tank)
License Plate Number:	1397518
Vehicle Identification Number:	1FTBF2A65CEC56678
Current Mileage	46,601

The vehicle from the Municipal Services Department is a Ford Escape and it needs to be replaced due to a collision that deemed it a total loss and non-repairable. The City received $23,987 from the insurance as a result of the October 2023 vehicle collision. The new vehicles will be used for inspections and patrols of code enforcement officers.

City Vehicle Number:	507

Year Make and Model:	2016 Ford Escape - Hybrid
License Plate Number:	1443049
Vehicle Identification Number:	1FMCU0F76GUC66434

The vehicle from the Community Development Department is a Ford Escape that was transferred from the Municipal Service Department in May 2023 with a great amount of wear and tear and it needs to be replaced due to the replacement criteria. The department requires a vehicle to perform weekly site inspections.

City Vehicle Number:	468
Year Make and Model:	2007 Ford Escape - Hybrid
License Plate Number:	1234861
Vehicle Identification Number:	1FMYU49H57KA31603
Current Mileage	83,498

Staff recommends purchasing two 2024 Ford F-150 trucks to meet the needs of the Public Works Department and two 2024 Ford Escapes to meet the needs of the Community Development and Municipal Services Departments. Three quotes were received by the City for the various vehicles and the lowest price per vehicle was selected from Norm Reeves Ford. The price for each truck is $41,000 for a total cost of $88,210.82 which includes taxes and fees, and the price for the each Escape is $30,995.00 for a total cost of $66,750.10 which includes taxes and fees.

LEGAL REVIEW

The City Attorney has reviewed and approved the staff report.

FISCAL IMPACT

The FY2024-25 adopted budget has funding available for the purchase of the requested vehicles in the funds listed below:

- Public Works Department ARPA Fund 285-320-550.300
- Municipal Services Department ARPA Fund 285-300-550.300
- Community Development Department ARPA Fund 285-410-550.300

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the purchase of two 2024 Ford F-150 trucks for the Public Works Department utilizing ARPA Fund 285 from Norm Reeves Ford for the total price of $88,210.82; and
2. Approve the purchase of one 2024 Ford Escape for the Municipal Services Department utilizing ARPA Fund 285 and General Fund 100, and one 2024 Ford Escape for the Community Development Department utilizing ARPA Fund 285, from Norm Reeves Ford for the total price of $66,750.10.

Attachments

Attachment A - Ford Escape Vehicle Vendor Quotation Form.pdf

Attachment B - Ford F150 Truck Vendor Quotation Form.pdf

Attachment A

QUOTATIONS – VENDORS
CITY OF LAWNDALE
14717 BURIN AVENUE
LAWNDALE, CA 90260
(310) 973-3200

BIDS FROM VENDORS ARE NECESSARY WHEN AMOUNT PER ARTICLE EXCEEDS $300.00. ATTACH TO PURCHASE ORDER REQUISITIONS FOR MATERIALS AND SUPPLIES.

VENDOR #1:	Norm Reeves Ford Superstore	VENDOR #2:	AutoNation Ford Torrance	VENDOR #3:	Galpin Ford
ADDRESS:	18900 Studebaker Road	ADDRESS:	3111 Pacific Coast Hwy	ADDRESS:	15505 Roscoe Blvd
CITY/ST/ZIP:	Cerritos CA 90703	CITY/ST/ZIP:	Torrance, CA 90505	CITY/ST/ZIP:	North Hills, CA 91343
CONTACT:	Enrique Covarrubias	CONTACT:	Muhammad Alam Amir	CONTACT:	Carlos Calderon
PHONE:	(562) 405-3500	PHONE:	(310) 418-3327	PHONE:	(818) 919-2134

REMARKS: Due to time frame of changing new vendor and supplies on hand could not wait on vendor #3 (left several messages, no response).

QUANTITY	DESCRIPTION	VENDOR #1			VENDOR #2			VENDOR #3		
		PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT
2	2024 Ford Escapes St - Line	$30,995.00	ea	$61,990.00	$32,991.00	ea	$65,982.00	$32,847.28	ea	$65,694.56
	SUBTOTAL:			$61,990.00			$65,982.00			$65,694.56
	Taxes & Fees:			$4,760.10			$7,954.08			$7,004.56
	GRAND TOTAL:			$66,750.10			$73,936.08			$72,699.12

Attachment B

QUOTATIONS – VENDORS
CITY OF LAWNDALE
14717 BURIN AVENUE
LAWNDALE, CA 90260
(310) 973-3200

BIDS FROM VENDORS ARE NECESSARY WHEN AMOUNT PER ARTICLE EXCEEDS $300.00. ATTACH TO PURCHASE ORDER REQUISITIONS FOR MATERIALS AND SUPPLIES.

VENDOR #1:	Norm Reeves Ford Superstore	VENDOR #2:	Galpin Ford	VENDOR #3:	Semper Fi dba Fullerton Ford
ADDRESS:	18900 Studebaker Road	ADDRESS:	15505 Roscoe Blvd	ADDRESS:	700 W Commonwealth Ave
CITY/ST/ZIP:	Cerritos CA 90703	CITY/ST/ZIP:	North Hills, CA 91343	CITY/ST/ZIP:	Fullerton, CA 92832
CONTACT:	Enrique Covarrubias	CONTACT:	Carlos Calderon	CONTACT:	
PHONE:	(562) 405-3500	PHONE:	(818) 919-2134	PHONE:	714-526-5501

REMARKS: Due to time frame of changing new vendor and supplies on hand could not wait on vendor #3 (left several messages, no response).

QUANTITY	DESCRIPTION	VENDOR #1			VENDOR #2			VENDOR #3		
		PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT	PRICE	UNIT	AMOUNT
2	2024 Ford F-150 Super Cab Trucks	$41,000	ea	$82,000.00	$42,597.00	ea	$85,194.00	$43,390.00	ea	$86,780.00
	SUBTOTAL:			$82,000.00			$85,194.00			$86,780.00
	Tax & Fees			6,210.82			$9,413.32			$10,689.32
	GRAND TOTAL:			$88,210.82			$94,607.32			$97,469.32

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lucho Rodriguez, Public Works Director

SUBJECT: **Inglewood Transit Connector Proposal for SBCCOG Measure M funds**

BACKGROUND

On October 14, 2024, Mayor, Robert Pullen-Miles and staff attended the regularly scheduled South Bay Cities Council of Government (SBCCOG) Transportation Committee Meeting. The City of Inglewood Mayor James Butts presented a request for additional Measure M Subregional Funds for the Inglewood Transit Connector Project (ITC) **(Attachment 1A),** and an overview of the project **(Attachment 2A).** The ITC project is a $2.185 billion, 1.6-mile automated transit system that will connect Metro K Line to Downtown Inglewood and the Inglewood Entertainment District. The request to the SBCCOG for additional project funding is in the amount of $493.1 million.

The Transportation Committee voted in support of the item recommending that the SBCCOG Board (Board) support Inglewood's request at the SBCCOG October 24, 2024, meeting.

The SBCCOG is requesting each participating City Council to agendize this item for direction to its delegate for the City's vote at the October 24, 2024, Board meeting.

Following the Transportation Committee meeting, the Steering Committee decided to call a special board meeting for noon on Monday, October 21, 2024 at the SBCCOG offices.

STAFF REVIEW

The City of Lawndale Mayor, Robert Pullen-Miles and staff were present at the October 14, 2024, Transportation Committee Meeting and had the opportunity to hear the City of Inglewood's presentation on the ITC. Following public comments and an extensive discussion by the Transportation Committee Members, the Committee voted recommending that the Board support Inglewood's request for funding.

During the Transportation Committee meeting and at a subsequent Steering Committee meeting, several members expressed their concern that there was not enough time to answer all of their questions prior to voting. Therefore, the Steering Committee decided to call a special Board meeting for noon on Monday, October 21 at the SBCCOG office for a workshop specifically for members and city staff to ask questions.

The specific details of the City of Inglewood's request and information on the ITC Project can be found in the attachments provided by the SBCOGG to this report.

LEGAL REVIEW

The City Attorney has reviewed and approved the staff report.

FISCAL IMPACT

The SBCCOG has expressed that fulfilling the request from the City of Inglewood would impact the ability of the SBCCOG to fund other city projects, and that it could freeze the program for several years.

There is no fiscal impact to the General Fund of the City.

RECOMMENDATION

Staff recommends that the City Council further discuss the proposal to redirect Measure M funds to the City of Inglewood for the Inglewood Transit Connector Project, vote on whether the City of Lawndale supports the redirection of funds or not, and then direct the City's representative to the SBCCOG to vote on the matter at the SBCCOG meeting on October 24, 2024 in accordance with the determination made by the City Council.

Attachments

Attachment 1A.pdf

Attachment 2A.pdf

Attachment 1A

South Bay Cities Council of Governments

October 14, 2024

TO: SBCCOG Transportation Committee

FROM: Jacki Bacharach, Executive Director
David Leger, Senior Project Manager

SUBJECT: Inglewood Request for Measure M MSP Funding for the Inglewood Transit Connector Project

REQUEST
The City of Inglewood (City) has requested the SBCCOG commit up to $493.1 million in additional funding towards the Inglewood Transit Connector (ITC) project through the South Bay's Measure M Multi-Year Subregional Programs (MSPs).

BACKGROUND- The ITC is a 1.6-mile automated transit system that will connect the Metro K Line to downtown Inglewood and the Inglewood Entertainment District. The ITC is currently projected to cost $2.185 billion. The ITC has secured approximately $1.89 billion in local, state, and federal funding towards the project, which includes an anticipated $1.009 billion Capital Investment Grant from the Federal Transit Administration (FTA). The FTA is also requiring the city to identify a backstop budget equal to 10% of the base project budget, to serve as an additional contingency fund on top of contingencies built into the base project budget. The backstop budget equates to approximately $216 million. This brings the total project funding need to $2.405.9 billion. The SBCCOG has committed $358 million towards the project to date, which consists of $250 million in Measure R transit funds towards the base project budget and $108 million in Measure M Subregional Equity Program (SEP) funds towards the backstop. The ITC currently needs $385.1 million to complete the base project budget and $108 million to complete the backstop ($493.1 million total).

The City is now requesting that the SBCCOG allocate $385.1 million in Measure MSP funding to the base project budget and $108 million in Measure MSP funding to the backstop to satisfy the FTA's requirements ($493.1 million total). A summary of funding received and needed follows: (to be verified by the ITC project applicants)

Funding Source	**Base Project Budget**	**Backstop Budget**	**Total**
Total Estimated Cost	$2,189.9 million	$216 million	$2,405.9 million
SBCCOG – Measure R Transit	$250 million	-	$250 million
SBCCOG – Measure M SEP	-	$108 million	$108 million
FTA	$1,009.4 million	-	$1,009.4 million
Other (Local, State, Federal)	$545.4 million	-	$545.4 million
Total Secured Today	$1,804.8 million	$108 million	$1,912.8 million
Remaining Budget Needed	$385.1 million	$108 million	$493.1 million
Requested SBCCOG – Measure M MSP	$385.1 million	$108 million	$493.1 million

The current Measure M MSP funds are designated for highway use only. For the SBCCOG to provide the funding requested, Metro would have to change the funding to transit which can be done in the Measure M decennial transfer in FY2027 per the Measure M ordinance which reads as follows:

Once every ten (10) years, beginning in Fiscal Year 2027, Metro shall conduct a comprehensive assessment of each project and program identified in Attachment A as an "Expenditure Plan Major Project" or "Multi-Year Subregional Program." This assessment shall determine which projects or programs are either completed, or anticipated to be completed during the next ten-year period. The Measure M Independent Taxpayer Oversight Committee of Metro, established pursuant to Section 8, shall review and comment on the assessment. Metro shall also conduct a public review prior to the assessment's approval. Upon approval of this assessment by a two-thirds vote, the Metro Board of Directors may:

1. *Add "Expenditure Plan Major Projects" and "Multi-Year Subregional Programs" to the Expenditure Plan by a two-thirds (2/3) vote so long as such additions do not delay the Groundbreaking Start Date, Expected Opening Date, or amount of "Measure M Funding 2015$" of any other "Expenditure Plan Major Project" or "Multi-Year Subregional Program." No "Expenditure Plan Major Projects" or "Multi-Year Subregional 1 Programs" may be added to the Expenditure Plan except through the decennial process described herein.*

INGLEWOOD PROPOSAL

Inglewood has submitted a motion (Exhibit 1) that details their proposal. The proposal would:

- Create an exception for the ITC project to SBCCOG's policy that funding for any one project cannot receive more than $250 million. So far, SBCCOG has contributed $250 million in Measure R transit funding in alignment with the funding cap policy. The SBCCOG has also contributed $108 million in Measure M SEP funds (net present value) which has not been included in the funding cap policy which has applied to Measure R & M MSP funds. The ITC team has proposed that they may repay all funds contributed to the backstop through the creation of a Climate Resilience District.
- Create an exception for the ITC project to SBCCOG's local match policy that requires an 80% local match on project costs over $75 million. The SBCCOG/subregional contribution with the existing match policy (absent a cap) would be $532.9 million.
- Request by the SBCCOG Board to the Metro Board that they incorporate a transfer of up to $493.1 million from South Bay Measure M MSP funds to a new Measure M transit program for use by the ITC in the Measure M Decennial Transfer in 2027; and
- Subject to Metro approving the transfer above, request that Metro program:
    - $385.1 million in Measure M Sub-Regional Program Funds, based on a draw down schedule beginning in 2028, to be coordinated between Metro and the SBCCOG, to fully fund the ITC's base Project Budget;
    - $108M in Measure M Sub-Regional Program Funds, as additional Backstop to the Project. The allocation of these funds will be based on whether all or a portion are actually required for disbursement, and if so, Metro will disburse the required funding subject to a repayment schedule agreed to between Metro and the SBCCOG. Should all or a portion of the Backstop Budget be drawn upon, the Inglewood Climate Resilience District revenue would be used to reimburse the SBCCOG, subject to the conditions of the attached term sheet (Exhibit 2).

- Authorize the Executive Director to negotiate a repayment plan with Metro of future Measure M MSP allocations to effectuate the additional funding being requested. Total interest/cost of this arrangement therefore is unknown today. At this time, all these items are still to be determined. Metro has indicated that they are willing to work with the SBCCOG on a repayment schedule based on the SBCCOG's cash flow and funding priorities.
- Confirm the City and ITC JPA's commitment to pursue Congestion Management Air Quality (CMAQ), Surface Transportation Block Grant, or Carbon Reduction Program funds through the Southern California Association of Government's next funding cycle (funds anticipated to be allocated in 2025) as well as other funding opportunities to offset the SBCCOG Measure M contribution towards the base Project budget.

CONTEXT AND CONCERNS

Eligibility of Use of Measure M Funds for Transit Projects: Per the Measure M ordinance and expenditure plan, South Bay Measure M MSP funds are restricted to highway capital uses (such as roadway improvements, turn lanes, signal synchronization, technology improvements including fiber optics, active transportation, etc.) and cannot be used for transit capital purposes (rail/bus infrastructure, bus purchases, etc.). The Measure M ordinance provides for a defined decennial transfer opportunity and process that allows Metro to move funds from highway to transit or vice versa, beginning in FY27.

To provide Inglewood the funds for their original request, the SBCCOG requested Metro transfer Measure R highway funds into a new transit program in November 2019 following the opening of the decennial transfer opportunity provided for in the Measure R Ordinance. The Measure R transfer request was made after the decennial transfer process had started, not several years in advance of the opportunity written in the Measure M Ordinance.

While the City is not requesting that the transfer occur now, SBCCOG staff requested an opinion from legal counsel as to the Board's ability to request a transfer of Measure M funds now, two years before the action can legally be taken by the Metro Board. SBCCOG legal counsel determined that the proposed action is inherently legislative in character because it involves the making of policy (as distinguished from an executive/administrative action implementing policy) and therefore finds that the SBCCOG Board cannot make a binding recommendation to Metro at this time. Any recommendation to Metro would be subject to change by a future SBCCOG Board prior to the decennial amendment process. Additionally, a recommendation by the SBCCOG Board has no binding effect because only the Metro Board has authority to redesignate funds, and only possesses that authority beginning in FY2027 per the Measure M ordinance. The SBCCOG legal opinion is included in Exhibit 3.

Because of this, SBCCOG legal counsel states that the ITC Joint Powers Authority (JPA) could not make a representation to the FTA exclusively on a recommendation from the SBCCOG Board. SBCCOG staff has been told that Metro's legal counsel has determined that Metro can allow the ITC JPA to represent that the current Metro Board's commitment to redesignate funds today would be sufficient for representation to the FTA of full project funding, but we have not seen that in writing.

Existing Funding Cap Policy: In March 2020, the SBCCOG Board adopted a policy that limits total Measure R & Measure M funding (combined) towards any single project to $250 million. Measure M SEP funds were not subject to this policy. That is why the ITC project was already able to receive $358 million.

Existing Local Match Policy: The SBCCOG utilizes a local match policy to determine Measure R/M share vs. local share of Measure R/M projects. The local share may come from local, state, federal dollars. On a $2.4059 billion project, the subregional (Measure R/M) share would be $511.68 million and $1,894.22 million local share. However, the funding cap policy limits the subregional share to $250 million. The ITC is requesting both a lifting of the $250 million cap, as well as an exception to the local match policy to allow for a larger subregional share. If approved, the total SBCCOG contribution to the project would be between $635.1 and $851.1 million ($250 million Measure R Transit and $385.1 million Measure M MSP towards the base project budget, and up to $216 million - $108 Measure M SEP and $108 Measure M MSP- towards the Backstop, depending on whether the Backstop is drawn upon, all or in part). *Note: Measure M SEP funds have never been subject to the project cap policy nor the local match policy and would be calculated as part of the local contribution.*

Other Projects and Funding Needs:
There are estimated to be $3.4 billion in Measure M funds available to South Bay MSPs through 2057. Approximately $560 million of that is available from 2028-2032, with the remainder between 2033 and 2057. Additionally, these funds are not necessarily entirely Measure M sales tax revenues. Per the Measure M expenditure plan, there is approximately $600 million in funding expected to be "local, state, federal other funding" which would likely be competitive grants or earmarks secured by Metro outside of sales tax collection. Based on prior conversations with Metro staff about this $600 million, SBCCOG staff understands that the availability, timing, and eligible uses of these funds are not known at this time, creating uncertainty for programming other projects in future years without borrowing and additional interest cost.

Most cities do not have a clear picture of their anticipated infrastructure needs in 2050, let alone 2040 or even 2035. However, there are several significant projects the subregion may be asked to consider funding, at least in part, in the coming decade. These include two I-405 auxiliary lane safety improvement projects (likely at least $150 million each); I-110 on-/off-ramp improvements (cost unknown but could be upwards of $250 million based on I-405 auxiliary lane projects); Lomita Boulevard extension project in the City of LA (cost unknown but estimated at $150 million +); C Line Extension funding shortfall (between $400 million and $630 million depending on alignment); and C Line Extension 3% local contribution requirements and share of cost overruns.

Additionally, in the coming years, these funds could be used for projects that could benefit from new technology (such as traffic management ITS systems) and requirements for electrification of the vehicle fleet.

Besides the capacity to fund these significant projects, including the ITC, the SBCCOG Board should be cognizant of geographic equity considerations. Currently, the City of Inglewood has received 34.87% of all funding programmed by the SBCCOG (Measure R Highway, Measure R Transit, Measure M MSP, and Measure M SEP) for its various projects; Metro/Caltrans has received approximately 17.24% of all programming; Torrance has received about 12.89%; and Los Angeles (including POLA) has received 9.7%. All other cities have received a combined 25.3% share of programmed funds. If the Board approves the current Inglewood proposal, the city's share of all programmed funds rises to 53.48%. These figures represent the time period of 2009 through today.

It should also be noted that per Inglewood's motion, the drawdown schedule for the funds is to be determined. Therefore, it would be difficult to program new larger projects in the future until we know when and the amount of funds that will be needed for the ITC project. Metro staff has agreed to collaborate on a repayment scenario that would allow the SBCCOG to advance other projects in parallel but the amount available would vary, may require further borrowing, and is unknown at this time.

Metro Ability to Provide Funds and Potential Need for Bonding: There has been no assurance made that Metro will have the cashflow required to meet ITC needs without requiring bonding. Should bonding be necessary, that responsibility would have to fall to Metro as the SBCCOG does not have bonding authority. In both cases, Measure M MSP funds would be used to pay off the advanced funds with interest.

In dialogue with Inglewood's representatives for the ITC project, they have represented that Metro would advance South Bay Measure M funds towards the ITC to meet the project's cashflow needs. The ITC team prepared various scenarios in which a portion of South Bay funds available each year from 2028-2054 would be earmarked for payback to Metro of the advanced funds. Metro would charge interest on these advanced funds, with a market-based interest rate.

Repayment of Backstop: Previously, Measure M SEP funds allocated to the ITC backstop were not expected to be paid back in the event they were needed. In the current proposal, the ITC would repay backstop funding up to $216 million plus interest (based on the amount actually used) through funds collected by a Climate Resilience District (CRD) that is being created. The CRD is required to use 20% of its funds for affordable housing but the remainder (80%) would be available for repayment to the SBCCOG and for operations and maintenance of the ITC. SBCCOG/Metro repayment would be the first priority designated in the creation of the CRD. If the Board approves the current Inglewood proposal, a legal agreement should be executed with the City of Inglewood to commit to repayment of backstop funds with the interest that will have accrued. When the CRD is fully established the agreement could be transferred to the CRD pursuant to approval by all parties involved. The SBCCOG should not commit to entering into an agreement with an agency that is not yet in existence.

<u>ACTIONS SBCCOG WOULD HAVE TO TAKE</u>

The SBCCOG should note SBCCOG legal counsel's opinion that the SBCCOG Board cannot take a binding action prior to the 2027 decennial transfer process. The SBCCOG should encourage the City to pursue funding allocated through the Southern California Association of Governments as made available during future funding cycles, and continue to work with other local entities that will benefit from their proximity to the Inglewood Entertainment District; consider funds available to the city including potential bonds, and local return funds; private funding/loans from developers; California I-Bank and other infrastructure loan programs; and other grant opportunities.

If the SBCCOG Board decides to proceed with a non-binding action, the Board must:

1) Approve an exception to the $250 million cap for any one project with Measure R & M subregional funds;
2) Approve an exception to the Measure R & Measure M local match policy;
3) Recommend to Metro that the remaining funds needed to fully fund the Project be committed for allocation after 2027, subject to the Decennial Transfer (non-binding and subject to change);
4) Direct the Executive Director to develop a drawdown schedule for the funds identified that balances future programming capacity for other priorities and projects;
5) Set terms for payback of all or part of the backstop utilized, including being named a senior creditor for CRD funds so repayment is prioritized over other uses;
6) In the event that additional funds are secured to support the base Project costs that exceed the JPA's ultimate final Project budget, work with Metro to reduce the amount of SBCCOG Measure M funds which are programmed for the Project;
7) Ensure that any agreement is with an existing agency, not the CRD which is not yet in existence;
8) Memorialize all details and conditions of the arrangement in writing.

RECOMMENDATION

Discuss and consider a recommendation to the SBCCOG Board of Directors.

ATTACHMENTS:

Exhibit 1 - Inglewood motion
Exhibit 2 - Term sheet
Exhibit 3 - SBCCOG legal opinion

Motion by Directors James Butts, Janice Hahn and Holly Mitchell

Critical and Timely Support to Advance the Inglewood Transit Connector Project

Background:

Over the past few years, major progress has been made to advance the Inglewood Transit Connector (ITC or Project), a 1.6-mile automated transit system that will address a significant first-last mile gap in the Southern California regional transit system by connecting the Metro K Line to the variety of sports, entertainment, commercial, and housing developments in the City of Inglewood (City). The ITC is anticipated to dramatically reduce congestion and greenhouse gas (GHG) emissions through a reduction in millions of vehicle miles traveled (VMT), further economic investment in the South Bay region through the creation of thousands of good construction and permanent jobs, and further transit equity and environmental justice in the majority minority city of Inglewood.

Anticipated to host over 400 events annually, the Inglewood Entertainment District (District) is one of the most heavily trafficked destination centers for visitors and employees in the South Bay and across the region. With a housing population density within a half-mile of the ITC stations that is over six times the Los Angeles County (County) average, the ITC will also provide a direct transit connection for these densely populated communities to the Metro K Line, and by extension, to the entire County.

With 9.7 million annual boardings estimated in its first year of operation, and ridership anticipated to increase to approximately 19.9 million annual boardings within the first fifty years, the ITC will have a significant impact on Metro ridership, as many riders are anticipated to transfer between the ITC and the Metro system at the Downtown Inglewood K Line station. Specifically, daily ridership on the K Line is projected to increase by 2,400 and by 3,300 systemwide. On event days, daily ridership on Metro is projected to increase by up to 25,000 riders.

The City of Inglewood and LA Metro have entered into a Joint Powers Authority (ITC JPA) to oversee the design, construction, financing, operations and maintenance of the ITC Project. Until financial close, the City is serving as the Administrator, and is overseeing all aspects of the project advancement.

Project Status:

On May 31, 2024, a proposal was received from Elevate Inglewood Partners (EIP), a public-private partnership consortium comprised of Plenary Americas US Holdings, Inc. (equity member), Tutor Perini Corporation (lead contractor), Parsons Corporation (lead designer), Woojin Industrial System Co., Ltd. (automated transit system operator and supplier) and Alternate Concepts, Inc. (lead operations and maintenance contractor). A comprehensive evaluation of the proposal was completed consistent with the City's procurement requirements, and a cost-analysis was completed consistent with Federal Transit Administration (FTA) requirements.

On July 1, 2024, the City announced that EIP had been selected as the Best Value Proposer, with a contract anticipated to be proposed for the City Council's consideration in the Fall.

Project Funding:

To date, the City has secured commitments of approximately $800 million in local, state, and federal funds towards the base Project Budget, which reflect the Project's significant transit, environmental, and community benefits. **This amount includes the South Bay Cities Council of Governments' (SBCCOGs') previous commitment of $250 million of Measure R funds towards the base Project Budget**. In December 2023, the FTA authorized the project to enter into the Engineering Phase of the Capital Investment Grant (CIG) process, reflecting their willingness to contribute an additional $1.09 billion, predicated on the project being fully funded. A shortfall of $385.1 million remains in order to fully fund the base Project budget.

In addition to the base Project Budget, the FTA requires the ITC JPA to establish a Backstop Budget of at least 10% of the total base Project Budget, as an additional source of funding to address the potential for cost overruns and unforeseen conditions that may exceed the base Project Budget. On April 27, 2023, the **SBCCOG unanimously voted to reallocate all available Measure M Subregional Equity Program Funds ($270.8 million programmed between FY2043-2057**, with a net present value of $108 million), which had previously been prioritized for the Centinela Grade Separation Project, to partially fund the Backstop Budget. A shortfall of $108 million remains in order to fully fund the Backstop Budget requirement.

With a Best Value Proposer now selected, it is critical that the City and the ITC JPA secure the remaining funds necessary to maintain the Project schedule and facilitate a Full Funding Grant Agreement (FFGA) with FTA.

Proposal to Advance the ITC in Parallel to Other South Bay Priority Projects

As of September 1, 2024, there is anticipated to be approximately $3.4 billion in uncommitted Measure M Subregional Program funding available for programming by the SBCCOG through 2057. These funds are allocated on an annual basis. For example, $81 million can be allocated by the SBCCOG through 2028, $82.4 in 2029, $83.5 million in 2030, $85.2 million in 2031, $233 million in 2032, with additional funds programmed in each outer year. While these Measure M funding sources are currently earmarked for highway uses, the measure, like Measure R, established a process to transfer such funds from highway to transit after 10 years.

Accordingly, Measure M requires any reallocation of funds from a highway to a transit use to take place during the Measure M Decennial Transfer Amendment Process which is anticipated to occur in 2027. The City is requesting that the SBCCOG initiate a request to Metro, consistent with actions taken in 2019 as part of the Measure R Decennial Transfer Amendment Process, to reallocate Measure M Subregional funding from highway funding to transit funding for the ITC Project ($385.1 for the base Project Budget and $108 for the Backstop Budget). Based on the Project's projected cashflow needs, Measure M funds are not anticipated to be required sooner than FY2027.

Predicated on authorization as part of the Measure M Decennial Transfer Amendment Process by the Metro Board of Directors, Metro would advance the funds needed to meet the Project's cashflow requirements and be repaid from the SBCCOG Measure M Subregional Program fund, based on a repayment plan negotiated with the SBCCOG that would ensure that the SBCCOG's other priority projects could advance in parallel.

The County and City have also initiated efforts to establish an Inglewood Climate Resilience District (CRD), which would dedicate a portion of future City and County tax increment to the ITC Project (80% of funds) and to transit-oriented affordable housing in Inglewood (20% of funds). The primary objective of the CRD is to dedicate funds to repay potential Backstop Budget costs, in the event it is necessary to draw upon the Backstop Budget. However, since the CRD will have no credit history, it is unlikely to have attractive borrowing options in the capital markets. As described above, in the event that all or a part of the Backstop Budget is required, Metro would advance the necessary funds, subject to a repayment plan that is agreed to by the SBCCOG. The annual CRD revenue, which is anticipated to be available as early as 2026, and generate $300 million for the ITC through 2057, would be used to reimburse the SBCCOG over time for all Backstop funds utilized.

In addition, the ITC JPA and City will continue exploring other funding opportunities in order to reduce the amount of Measure M funds required for the project.

WE THEREFORE MOVE THAT THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) BOARD OF DIRECTORS:

- Create an exception to the SBCCOG's policy of a $250 million per project cap of Measure R and M funds for the Inglewood Transit Connector (ITC) Project;
- Request that the Metro Board of Directors incorporate into the Measure M Decennial Transfer Amendment Process, a transfer of up to $493.1 million from the SBCCOG Measure M Subregional Highway Fund to a new Measure M Transit Capital Fund, and program the Transit Capital Fund for use by the ITC Project; and
- Subject to Metro approving this change as part of the Measure M Decennial Transfer Amendment Process:
    - Request that Metro program Measure M Sub-Regional Program funds to fully fund the remaining non-CIG portion of the project, which is anticipated to be:
        - $385.1 million for draw down beginning in 2028, based on a funding schedule negotiated between Metro and the SBCCOG, which would be used to fully fund the ITC's base Project Budget; and
        - $108 million as additional Backstop funding, based on a funding schedule negotiated between Metro and the SBCCOG. The ultimate allocation of these funds will be based on whether all or a portion are actually required for disbursement. Should all or a portion of the Backstop Budget be drawn upon, revenue generated by the Inglewood Climate Resilience District may be used to reimburse the SBCCOG, subject to the conditions of the attached term sheet.
    - Authorize the Executive Director to negotiate a repayment plan to effectuate the proposal described above, for ratification by the SBCCOG Governing Board.
- Confirm the City and ITC JPA's intent to pursue Congestion Management Air Quality, Surface Transportation Block Grant, or Carbon Reduction Program funds through the Southern California Association of Government's next funding cycle to offset the Measure M contribution.

# # # #

INGLEWOOD TRANSIT CONNECTOR PROJECT
USE OF INGLEWOOD CLIMATE RESILIENCE DISTRICT REVENUE TO REPAY ANY MEASURE M BACKSTOP FUNDING ADVANCED
TERM SHEET

BACKGROUND

- A $216 Backstop Budget is needed to sa5sfy the FTA that there is sufficient funding reserved to address a 10% project cost overrun (beyond the con5ngency within the base Project Budget) for the Inglewood Transit Connector (ITC) Project.
- In April 2023, the South Bay Cites Council of Governments (SBCCOG) allocated $108 million (net present value) in Measure M Subregional Equity Funds ($270.8 million available incrementally, with the majority of the funds being programmed between 2043 and 2057) to serve as a Backstop for the Design and Construc5on (D&C) costs of the Project.
- At the 5me of the ini5al commitment to support the Backstop Budget, no repayment terms were agreed to between the ITC and the SBCCOG.

SEPTEMBER 2024 PROPOSAL

- A request has been made that the SBCCOG program an addi5onal $108 million in Measure M funding for the ITC Backstop Budget.
- The ITC has proposed to repay the SBCCOG for all costs advanced, including interest costs, to cover the project's backstop obliga5ons in the event they are needed.

CLIMATE RESILIENCE DISTRICT AND REPAYMENT OF MEASURE M FUNDS

- The ITC JPA will be singularly focused on overseeing the ITC, including providing robust contract oversight and alloca5ng con5ngency within the based budget.
- The City of Inglewood and the County of Los Angeles have ini5ated efforts to establish a Climate Resilience District (CRD), which will dedicate a por5on of property tax increment from the area surrounding the ITC alignment to support ITC-related costs. Specifically, 80% of revenue generated would be allocated to the ITC project and 20% of revenue would be allocated to affordable housing in Inglewood.
- These CRD priori5es would be memorialized in an Infrastructure Financing Plan (IFP) which would be approved by the City of Inglewood, County of Los Angeles and the newly formed CRD Financing Authority.

ENFORCEABILITY OF REPAYMENT COMMMITMENT

- Of the funds allocated to the ITC from the CRD, the first priority would be repayment of the SBCCOG/Metro for any Measure M funds which were disbursed to sa5sfy the Project's backstop obliga5ons, including interest costs.
- This will be memorialized directly in the IFP, which would be approved by the City of Inglewood, County of Los Angeles, and the newly formed CRD Financing Authority.
- Annual revenue from the CRD is an5cipated to increase incrementally each year as the property tax base increases.
- A separate Memorandum of Understanding (MOU) or Leder of Agreement between the SBCCOG and the CRD would include a core provision which states that if Measure M funding for the ITC Backstop Budget is drawn upon, the SBCCOG will be reimbursed once the CRD funds become available.

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CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE

Memorandum

VIA E-MAIL
ATTORNEY-CLIENT PRIVILEGE
CONFIDENTIAL

To: Jacki Bacharach, Executive Director, South Bay Cities Council of Governments

From: Michael Jenkins and Scott Shapses

Date: May 31, 2024

Re: Measure M Funding for Inglewood Transit Connector

You requested our opinion on whether the South Bay Cities Council of Governments ("SBCCOG") Board may pass a resolution requesting the Metro Board to change the funding designation of up to $257 million dollars from the SBCCOG Measure M Subregional Highway Fund to a new Measure M Transit Capital Fund.

Background

The purpose of passing the proposed resolution would be for the SBCCOG to commit funding for the Inglewood Transit Connector ("ITC") to be used toward the ITC's base project budget and backstop budget. The Federal Transit Administration ("FTA") has established that the ITC will have a project budget of $2.252 billion. While a significant portion of the ITC funding has already been committed, there is an outstanding portion of the project budget and backstop budget that still requires additional funding commitments. The ITC Joint Powers Authority ("ITC JPA") has requested that the SBCCOG assist in committing additional funds toward the ITC. The City of Inglewood proposes that the SBCCOG make a recommendation to the Metro Board that funds designated for highway purposes be re-designated for transit purposes. The ITC JPA would then submit materials to the FTA indicating full funding commitments to the project. However, only the Metro Board has authority to undertake the Measure M amendment and transfer process per Section 7(g) of Measure M. That amendment process can only be undertaken "beginning in

Fiscal Year 2027," and following a 2/3rds Metro Board approval of the comprehensive assessment of the projects and programs in Attachment A of Measure M. (Section 7(g)) Meanwhile, the SBCCOG Board is tasked with making requests of the Metro Board as to how funds should be allocated and designated, which recommendations the Metro Board gives significant weight.

Discussion

Legislative bodies of a governmental entity may bind future legislative bodies to contractual terms. (*City of Detroit v. Detroit Citizens' St. Ry. Co*., 184 U.S. 368, 382 (1902)) However, government bodies cannot bind themselves as to future legislative actions, whether by way of agreement or otherwise, and any such commitments are void as a matter of policy. (*Trancas Property Owners Assn. v. City of Malibu* (2006) 41 Cal.Rptr.3d 200, 206; *Summit Media LLC v. City of Los Angeles* (2012) 211 Cal.App.4th 921, 934; *Discovery Builders, Inc v. City of Oakland* (2023) 92 Cal.App.5th 799, 810.) The policy basis for this rule is that it would violate democratic principles if a currently elected body could constrain future elected bodies by contracting away that future-elected body's legislative power. (See *Avco Community Developers, Inc. v. South Coast Regional Commission* (1976) 17 Cal.3d 785, 800.) For this same reason, the California Supreme Court has held invalid agreements which purport to bind a government to undertake—or refuse to take—certain legislative acts in the future. (Id.)

"A legislative act has consistently been defined as an act done [by a legislative body] in relation to the business before it." (*United States v. Brewster* (1972) 408 U.S. 501, 512.) Legislative acts tend to involve "formulating legislative policy" to achieve a particular rule or outcome, contrasted with executive acts that involve administrative or monitoring functions. (*Zamsky v. Hansell* (1990) 933 F.2d 677, 686-87. (citing *Cinevision Corp. v. City of Burbank* (1984) 745 F.2d 560, 580.))

Here, in our view, the question whether the proposed action is legislative or executive in nature, balances toward being legislative. SBCCOG proposes to make a recommendation as to business before it based on a policy analysis as to appropriate designation of funds. The determination as to how public funds should be spent seems inherently legislative in character because it involves the making of policy, as distinguished from implementing policy (which is characteristically administrative in nature). The legislative character of the action is further supported by the fact that the recommendation is intended to effect another legislative result—an amendment by the Metro Board. As we see it, an action by the SBCCOG would be arguably administrative or executive in nature if the SBCCOG Board were approving the grant of funds to the ITC after those funds had already been redesignated by the Metro Board.

Hence, we do not believe that the SBCCOG Board can make a binding recommendation to Metro at this time. Any recommendation to Metro would be subject to change by a future SBCCOG Board prior to the decennial amendment process.

Additionally, a recommendation from the SBCCOG Board has no binding effect because only the Metro Board has authority to redesignate the funds, and it only possesses such authority in fiscal year 2027. Hence, the ITC JPA could not make a representation to the FTA exclusively based on a recommendation from the SBCCOG Board. The Metro Board, through its legal counsel, would need to make its own determination as to whether it can allow the ITC JPA

to represent that the current Metro Board's commitment to redesignate today would be binding on a future Metro Board in 2027.

Conclusion

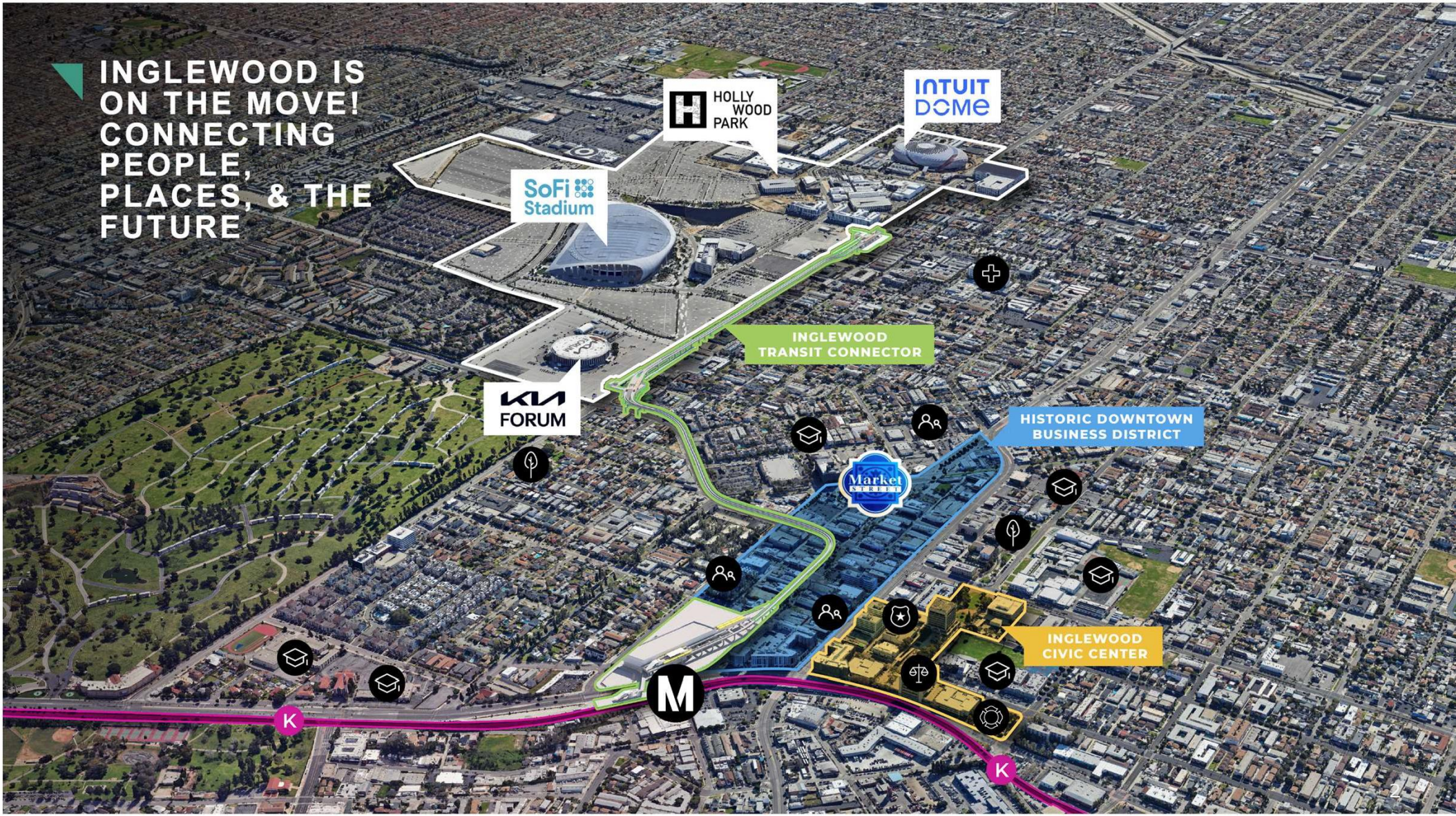
As we see it, the legal impediment presented here is that the ITC JPA intends to show the funds as committed on documentation submitted to the FTA. Such an action by ITC JPA would not be possible based solely on a recommendation from the SBCCOG Board because the SBCCOG Board is (1) unable to make a binding commitment today (as it could revise its recommendation to the Metro Board at any time prior to the decennial amendment process that begins in 2027), and (2) not the final decisionmaker when it comes to redesignation of the funds, since the Metro Board is exclusively authorized to amend the funding designation. Nothing, however, precludes the SBCCOG Board from now making a nonbinding recommendation to Metro as to the redesignation and use of the funds on or after 2027 if the SBCCOG Board determines that doing so is beneficial to the South Bay subregion.

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Attachment 2A

Inglewood Transit Connector




INGLEWOOD IS ON THE MOVE! CONNECTING PEOPLE, PLACES, & THE FUTURE
HOLLY WOOD PARK
INTUIT DOME
SoFi Stadium
INGLEWOOD TRANSIT CONNECTOR
KIA FORUM
HISTORIC DOWNTOWN BUSINESS DISTRICT
Market STREET
INGLEWOOD CIVIC CENTER
M
K
K

PROJECT PARTNERS

Inglewood TRANSIT CONNECTOR























TRANSIT CONNECTOR

WHY THE ITC?



First / Last Mile Destination

- Creates a transit connection from Metro to over **400 annual events** in Inglewood, including approximately **45 major events** per year.
- Promotes **economic activity across the South Bay**
- Aligns with anticipated **expansion of commercial and housing uses** along the ITC Corridor (millions of additional square feet of development anticipated).

Increases Transit Ridership & Reduces Traffic Congestion

- Anticipated **annual ridership of 9.7 million annual boardings** estimated in year 1, event (6.5 million) and non-event (3.2 million)
- Will **boost Metro ridership.**
  - **Daily ridership on the K Line to increase by approximately 2,400** and by almost 3,300 on the system at-large.
  - **On event days** (such as on fully-subscribed NFL game days at SoFi Stadium), daily ridership on Metro would increase by **up to 25,000 riders.**
- Addresses the **needs of the regional workforce**, as a significant number of trips are generated by employees and service workers.

Sites Transit in an Area Where Significant Growth is Anticipated

- Creates a **model transit-oriented community.**
- Stations are surrounded by **high density communities** (14,302 residents per square mile).
- There are already almost 10,000 **housing** units, including over 600 units of affordable housing, within ½ half mile of the ITC stations, with more units planned.

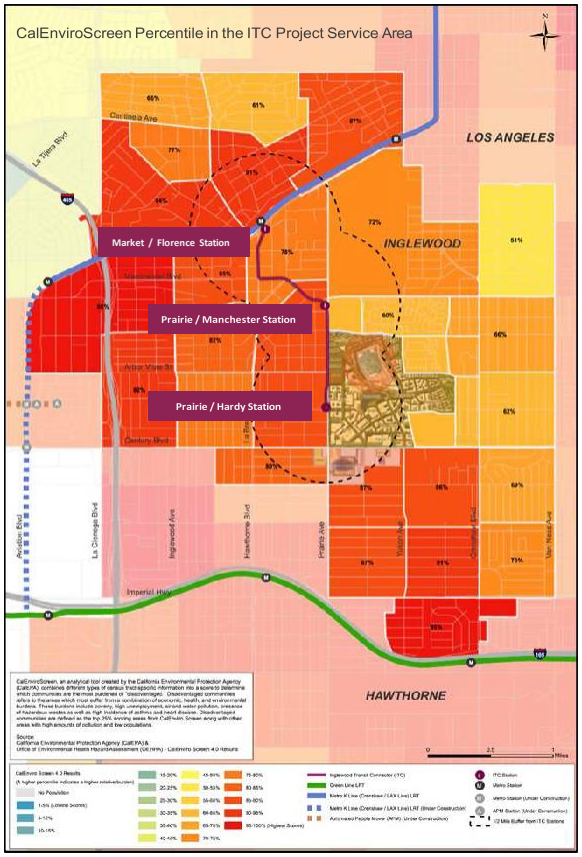
TRANSIT CONNECTOR

ITC REGIONAL BENEFITS



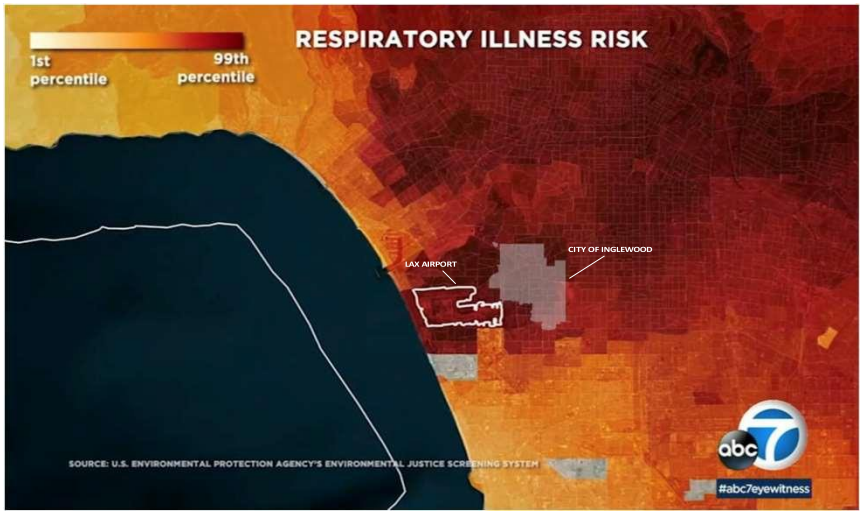
- ✓ Creates a streamlined and cohesive **rider experience** to a major destination and employment hub.
- ✓ **Aligns with post-COVID transit market trends**, agencies are shifting towards event-based systems.
- ✓ **Alleviates vehicle miles traveled from destinations across the South Bay and region**
- ✓ **Increases transit ridership** throughout Metro system
- ✓ Public-private partnership can serve as a **model for innovative project delivery on the local level.**

ITC ENVIRONMENTAL BENEFITS



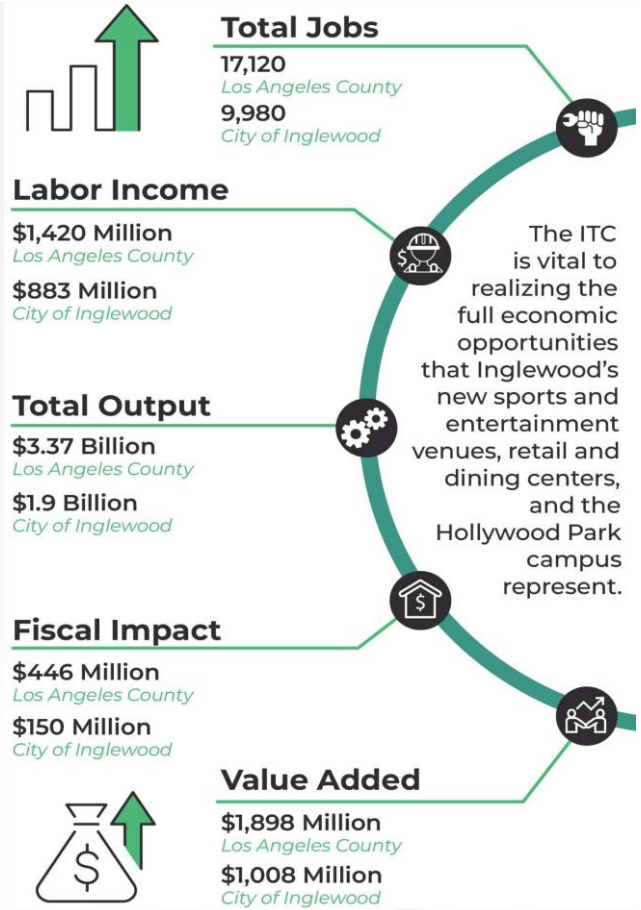
The ITC Project is expected to generate over 9.7 million boardings on event and non-event days, resulting in positive health outcomes and improved quality of life for this community and the region.

This is particularly meaningful given that the ITC Project service area includes disadvantaged communities disproportionately impacted by pollution and hazardous waste according to **CalEnviroScreen 4.0** and the **U.S. Environmental Protection Agency's Environmental Justice Screening System**.



- ✓ **GHG REDUCTIONS** of approximately 1,227,338 MTCO2e over the life of the Project.
- ✓ **VMT REDUCTIONS** of approximately 3.9 billion fewer miles over the life of the Project.

ITC ECONOMIC IMPACT – 2023 LAEDC ANALYSIS



The City signed a Community Workforce Agreement with the Los Angeles/Orange County Building and Construction Trades Council

Local Jobs Benefits to South Bay

- **35%** of all construction and O&M hours will be performed by local workers.
- **10%** of all construction and O&M hours to be performed by transitional workers (having two or more barriers to employment such as formerly incarcerated, long unemployment history, etc.).
- **30%** of construction hours to be performed by labor union apprentices – an opportunity for increased earning potential, pension plans, and healthcare benefits.
- Disadvantaged Business Enterprise (DBE) Program overall goal set at 16% and an aspirational goal of 30% for small, local, minority, women, and veteran owned businesses.

THE ITC SUPPORT HOUSING CREATION



303 FLORENCE AVENUE, INGLEWOOD

The ITC Project will benefit the City's existing housing centers as well as current and future renters:

- Stations are located in existing high-density communities, with an average of 14,302 residents per square mile. Many of these residents don't own cars, and those that do welcome an affordable transit alternative throughout the City and region.
- There are already almost 10,000 housing units, including over 600 affordable housing units, within one half mile of the ITC stations, with more housing planned.
- Additionally, the City and County is developing of a Climate Resilience District, or CRD, to help fund the Project. The CRD would also set aside $50 million for the creation of affordable housing in Inglewood.

WHAT HAS BEEN ACCOMPLISHED

Inglewood TRANSIT CONNECTOR

FTA CIG PROCESS

FTA has committed $1.009B with approval to enter into the Engineering Phase.

Readiness Documents, Financial and Land Use Plans submitted, and Risk Workshop completed.

Pending Result of FTA Analysis and Submittal of Final Financial Plan to meet FTA requirements.

GOVERNANCE

The City and Metro established a Joint Powers Authority that is preparing to fully manage the Project, including the DBFOM contract and all grants and obligations, which will occur by Financial Close of the DBFOM contract.

FUNDING

$1.9B secured to date towards base budget and backstop.

All non-CIG sources need to be confirmed in October to maintain schedule for FFGA and not lose schedule, which will impact bid price.

REAL ESTATE / UTILITIES

Appraisals/outreach to property owners and businesses ongoing. Planning to initiate offers in Fall.

Utility relocation agreements have been executed.

Water Line Relocation Work is complete.

BEST VALUE PROPOSER SELECTED



ELEVATE INGLEWOOD PARTNERS

- ✓ City selected Envision Inglewood Partners as Best Value Proposer in early July 2024
- ✓ From July through September, the ITC team engaged in discussions around Scope Optimization
- ✓ Parties recognize that work has to begin in October to maintain overall schedule; anticipating Early Works agreement in late October

Plenary · Tutor Perini Corporation · Woojin Industrial Systems Co., Ltd. · Parsons

TRANSIT CONNECTOR

ITC PROJECT FUNDING & FINAL SOURCES NEEDED

D&C - Funding Sources	Final Post Bid
TIRCP cycle 4 (awarded)	95.2
TIRCP cycle 6 (awarded)	407.4
RAISE and Earmarks (awarded)	42.8
Measure R (awarded)	250.0
FTA CIG (committed)	1,009.4
Total sources awarded/committed	1,804.8
Additional Sources Needed	**385.1**
Total FFGA Budget	**2,189.9**

FTA Required Backstop - Funding Sources	
Measure M (awarded)	108.0
Additional Backstop Sources Needed	108.0
Total FFGA Backstop Budget	216.0

Confidential – provisional funding information

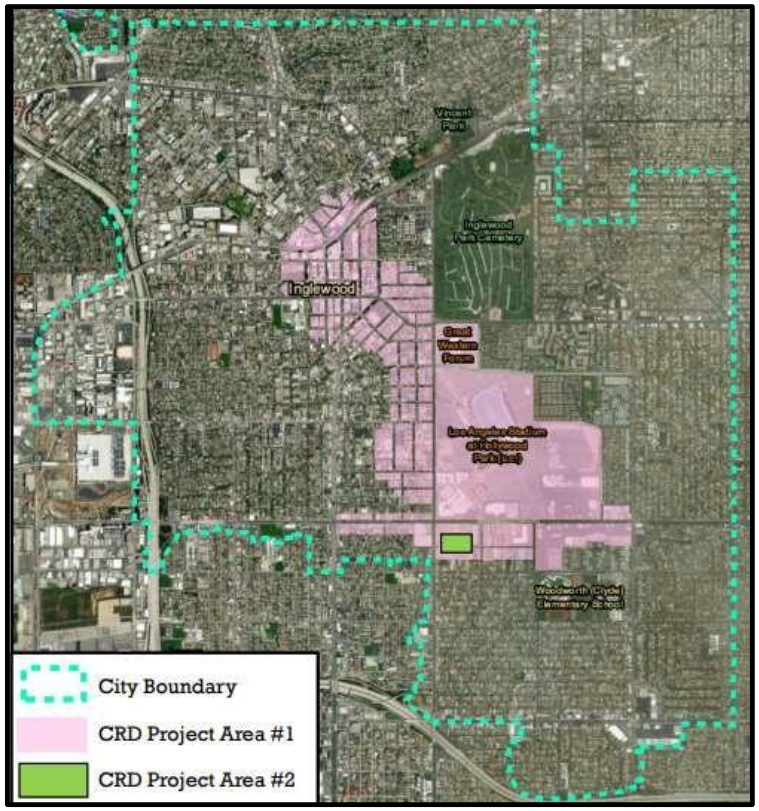
TRANSIT CONNECTOR

BUTTS/MITCHELL/HAHN REQUEST TO COG



1. **Waive** $250M Measure R/M **cap and match requirement**.
2. **<u>Subject to the Decennial Transfer</u>:**
   - Program the **last funding needed** to fully fund the base project budget (~$385.1M Measure M).
   - Program an additional $108M in Backstop Funding, with CRD revenue available to repay all backstop costs if drawn upon (up to $216M).
3. **Encourage Pursuit of CMAQ and other state/federal funds to reduce Measure M Contribution.**

INGLEWOOD CLIMATE RESILIENCY DISTRICT



- The City of Inglewood and the County of Los Angeles have initiated establishing a CRD.
- Quarter mile buffer around each ITC station
- Quarter mile buffer along alignment
- Commercial area along Century Boulevard between La Brea Avenue and Crenshaw Boulevard
- Approximately **1,116 acres** in total (**~24%** of City-wide acreage)
- Approximately **$3.7B** in existing assessed value (**~19%** of City-wide assessed value)
- Approximately **37% of the City's tax increment** from this area would be allocated to the CRD. The **County** would contribute **44% of its tax increment** from a project area that does not include the Intuit Dome. **The County would match the City dollar for dollar.**

TRANSIT CONNECTOR

COMMITMENT TO REPAY SBCCOG FOR ANY FUNDS ADVANCED FOR BACKSTOP BUDGET OBLIGATIONS

A Climate Resilience District (CRD) is a form of Enhanced Infrastructure Financing District (EIFD) which allows for a portion of tax increment to be dedicated to the design and implementation of solutions that address the risks of climate change.

- The CRD would establish an Infrastructure Financing Plan which would dedicate **funds to support the ITC (80%)** and transit-oriented affordable housing (20%).
- The CRD is **projected to generate enough funds to repay max backstop budget** (including interest) over time.
- The CRD is unable to directly fund the Backstop Budget, as revenue will be generated over time. As a new entity, it lacks sufficient credit history to use as security for issuance of a municipal bond.
- Therefore, **Metro would advance funds** to meet the Project's cashflow needs, **Measure M funds would be programmed to repay Metro over time,** but the **revenue generated by the CRD would be used to pay back the SBCCOG** for any Measure M funds actually advanced.
- The commitment to repay the SBCCOG would be memorialized in an agreement with the CRD Board as the first priority for CRD funding.

SOUTH BAY CITIES COG REQUEST

Inglewood TRANSIT CONNECTOR

FUNDING AVAILABLE THROUGH 2057		
Measure R	**$15 million**	
Measure M	**$3.4 billion** in Unprogrammed Measure M Subregional Highway Programs through 2057	
SBCCOG COMMITMENT TO ITC TO DATE		
Measure R	$ 250.0	No change requested from previous commitment.
Measure M	$ 108.0	Previous action utilized Metro's Net Present Value of available Measure M cash flows between 2043 and 2057 ($270M) to arrive at the $108M contribution.
Repayment Commitment	--	Previous action did not require any repayment of backstop funds.
Total	$ 358.0	
UPDATED REQUEST		
Measure M	$385.1 - 601.1	$385 million assumes no backstop is required. $601 million assumes that the full amount of backstop funding is required.
Repayment Commitment	$ (216.0)	Measure M funds used for the backstop, if any, will be repaid with revenue generated by the establishment of a Climate Resilience District, with the commitment memorialized in an Infrastructure Financing Plan approved by the County of Los Angeles, City of Inglewood and a newly formed CRD Board.
Additional Measure M Request	**$277.1 (after repayment of backstop from CRD)**	This amount does not include interest associated with Metro advancing the funds, as the timing of the draws and repayment amount has not yet been confirmed or negotiated.

Approx $3B Measure M remains available for other SBCCOG Priorities through 2057

Year	Available to SBCCOG (millions)	CRD Repayment to SBCCOG (millions)
2024-2027	*$ 67.0*	*$ -*
2028	$ 81.0	$ 6.0
2029	$ 82.4	$ 2.7
2030	$ 83.5	$ 3.1
2031	$ 85.2	$ 3.5
2032	$ 233.0	$ 3.9
2033	$ 62.1	$ 4.4
2034	$ 63.9	$ 4.8
2035	$ 65.9	$ 5.4
2036	$ 67.9	$ 5.9
2037	$ 69.9	$ 6.4
2038	$ 72.0	$ 7.0
2039	$ 74.1	$ 7.5
2040	$ 76.3	$ 8.1
2041	$ 78.7	$ 8.7
2042	$ 81.0	$ 9.3
2043	$ 99.4	$ 10.0
2044	$ 102.4	$ 10.6
2045	$ 105.5	$ 11.3
2046	$ 108.7	$ 11.8
2047	$ 112.0	$ 12.4
2048	$ 115.3	$ 12.9
2049	$ 118.8	$ 13.5
2050	$ 122.3	$ 14.0
2051	$ 126.0	$ 14.6
2052	$ 129.8	$ 15.3
2053	$ 133.8	$ 15.9
2054	$ 127.7	$ 16.5
2055	$ 113.1	$ 17.2
2056	$ 116.5	$ 17.9
2057	$ 423.7	$ 18.6
Total	$ 3,398.9	$ 299.2

Approx $3B Measure M is anticipated to remains available for other SBCCOG Priorities through 2057

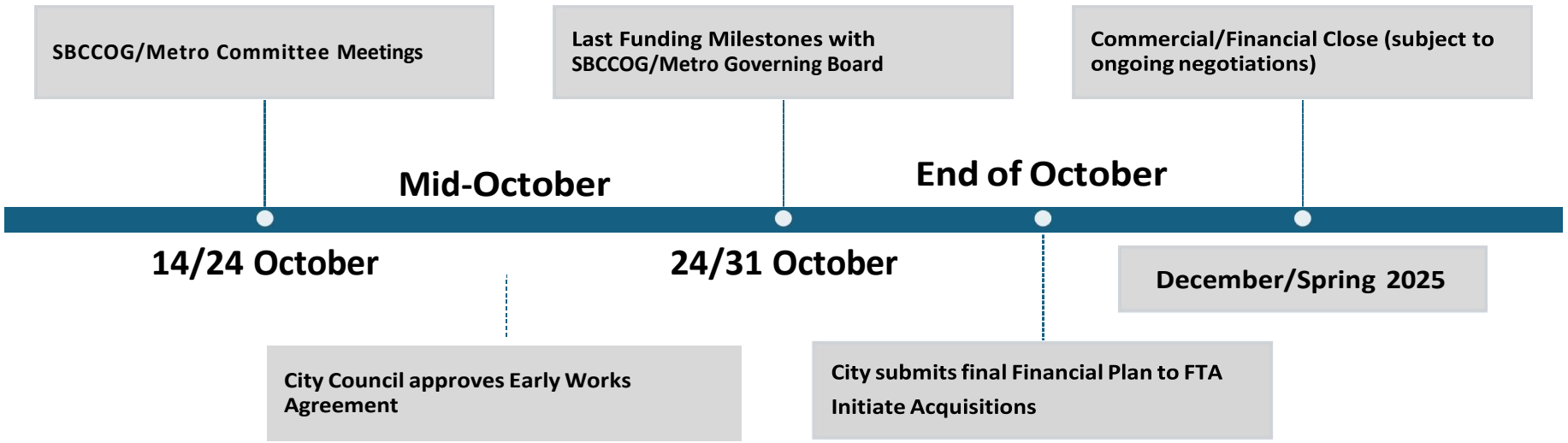
- Amounts required by the Project are anticipated to be advanced by Metro and will be repaid to Metro with interest based on a **repayment plan that is agreed to by the SBCCOG based on the SBCCOG's other funding priorities.**

- **Measure M funds used for the backstop, if any, will be repaid with revenue generated by the establishment of a Climate Resilience District**, with the commitment memorialized in an Infrastructure Financing Plan approved by the County of Los Angeles, City of Inglewood and a newly formed CRD Board.

DECENNIAL TRANSFER

- The Measure M funding sources are currently earmarked for highway uses.
- In anticipation of the Measure M Decennial Transfer Process, the ITC team is requesting the SBCCOG ask Metro to initiate an amendment to the Measure M ordinance to transfer funds from highway funding to transit funding for the ITC Project.
  - Formal process will occur in 2027
  - ITC team acknowledges this is a non-binding action, given the process has not officially begun

GO FORWARD PROCESS TO SECURE FTA FUNDS



PROJECT SUPPORT

Inglewood TRANSIT CONNECTOR

FAITHFUL CENTRAL BIBLE CHURCH
THE FAMILY OF CHAMPIONS

THOMAS SAFRAN & ASSOCIATES

ALEX PADILLA
U.S. SENATOR for CALIFORNIA

DIANNE FEINSTEIN
U.S. SENATOR FOR CALIFORNIA
1992-2023

A TOAST 2 ARTISTRY

UCLA

ELEVATE CVLTVRE

L.A. 28

NAACP

U.S. GREEN BUILDING COUNCIL USGBC

Los Angeles Urban League

Healthy Air Alliance

40 LOVE FOUNDATION

CENTURY HEIGHTS
Neighborhood Watch Association

CITY OF EL SEGUNDO

FASTSIGNS
Make Your Statement

INGLEWOOD AIRPORT AREA CHAMBER OF COMMERCE
Helping Businesses Thrive

AERO COLLECTIVE

LOS ANGELES CONSERVANCY

EYE ON INGLEWOOD

IRONWORKERS LOCAL 433

THREE WEAVERS BREWING COMPANY

LACI

JACOBS LADDER

TORA Grafix

HILLTOP COFFEE + KITCHEN

SBWIB

Renaissance HOA

SCAG
INNOVATING FOR A BETTER TOMORROW

St. John Chrysostom Catholic Church

CHAMPIONS FOR PROGRESS
Serving communities worldwide

COALITION FOR CLEAN AIR

LAWA
LOS ANGELES WORLD AIRPORTS

LAX COASTAL
CHAMBER OF COMMERCE

The MIRACLE INGLEWOOD

LAX TACOS

MOVELA
A PROJECT OF COMMUNITY PARTNERS

GATEWAY Los Angeles
AIRPORT BUSINESS DISTRICT

LOS ANGELES CHARGERS

INGLEWOOD UNIFIED SCHOOL DISTRICT

CITY OF LONG BEACH
INCORPORATED 1897

TRANSIT CONNECTOR


Inglewood
TRANSIT
CONNECTOR
ENVISION Inglewood
Inglewood
Transit
Connector
JPA

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lucho Rodriguez, Public Works Director
Nabi Sidiqi, Assistant Engineer

SUBJECT: **Authorize to Discard Public Works Department Surplus Furniture**

BACKGROUND

The Public Works Department facility is currently undergoing renovations and upgrading its furniture as part of the Public Works and City Hall Facility Needs Project. For the Public Works Building phase of the project, staff will need to discard the old furniture.

The Lawndale Municipal Code, Section 3.08 ("Purchasing") states in Section 3.08.140 - Obsolete equipment lists, "All using agencies of the city shall submit to the purchasing officer, at such times and in such form as he or she shall prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have authority to sell all supplies and equipment which cannot be used by any agency or which have become unsuitable for city use, or to exchange the same for, or trade in the same on, new supplies and equipment. Such sales shall be made pursuant to Section 3.08.110."

Therefore, staff contacted several auction firms including Ken Porter Auctions, the firm that the City does business with, to evaluate the old furniture but the overall consensus was that the used furniture does not sell at auctions because it has no market value. After a legal review of the situation, it was decided to tag the old furniture for disposal.

STAFF REVIEW

In September 2024, staff reached out to auction services companies to evaluate the possibility to auction the existing Public Works furniture in preparation of changing the department's furniture as part of the current remodel, with no positive outcome. Only one firm, American Office Furniture Inc., agreed to perform a thorough inspection of the furniture and determined that all furniture items currently on-site at the Public Works offices have no market value. This conclusion was reached after considering factors such as condition, functionality, and overall market demand. (Attachment 1A). As an option, American Office Furniture has provided a quote for its transportation services to pick up the existing furniture and discard the items to scrap facility for a total cost of $2,100 (Attachment 2A).

After a legal review of the situation, staff concluded to discard the furniture through the City's Franchise hauler, Republic Services which has no cost to the City.

LEGAL REVIEW

City attorney reviewed this report.

FISCAL IMPACT

There is no fiscal impact for this item.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve of discarding all existing furniture at the Public Works Department through Republic Services.

Attachments

A. American Office Furniture Evaluation Document.pdf

B. American Office Furniture Service Quote.pdf

American Office Furniture

2701 S. Main St.
Santa Ana, CA 92707
714-542-1422

10/03/2024

City of Lawndale

Public Works

4722 Manhattan Beach Blvd

Lawndale, CA 90260

Dear City of Lawndale,

American Office Furniture has conducted a thorough evaluation of the furniture located on site and has determined that, after careful inspection and consideration, all furniture items present are deemed to have no value. This assessment was made based on factors such as condition, functionality, and market demand, leading us to conclude that these items are not suitable for resale at auction.

Warm Regards,

Enrique Manzo
American Office Furniture

American Office Furniture

2701 S. Main St.
Santa Ana, CA 92707
714-542-1422

Nabi Sidiqi

Assistant Engineer / Public Works

City of Lawndale

4722 Manhattan Beach Blvd

Lawndale, CA 90260

(310) 973-3261

Nabi Sidiqi,

American Office Furniture is pleased to Quote the removal of 3 box truck loads for Nabi Sidiqi, Assistant Engineer / Public Works, City of Lawndale. We will remove 3 box truck loads from 4722 Manhattan Beach Blvd, Lawndale, CA 90260. The 3 loads will consist of 1 load to be taken to the dump, 1 load of metal scrap and one load of miscellaneous computer and other equipment taken to JJ Kane auction.

The cost will be $700 per truck load with the grand total being $2,100 for the 3 loads. Thank you for this opportunity.

Warm Regards,

Enrique Manzo

American Office Furniture
CEO

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Jason Minter, Community Services Director

SUBJECT: **Staffing City Parks**

BACKGROUND

In response to a request from Councilmember Cuevas, the Community Services Department has prepared a staffing budget for adding Recreation Leaders at City Parks. The three (3) City parks included in the budget are Hogan Park, Hopper Park, and Rudolph Park. The attached budget is broken down into two sections, one showing the costs for a 6 month program (Attachment A), beginning in January 2025 and continuing through June 30, 2025, and the other showing the impacts for an entire fiscal year (Attachment B). The following assumptions were included in the budget:

- Two (2) Recreation Leaders would be required at all times for safety reasons
- The weekday hours would begin at 3:00 pm on weekdays allowing staff to be on site when school lets out
- The average park closure time of 7:00 would be adjusted seasonally to coincide with the closure of parks at dusk. It would effectively be until dusk, which is roughly 5:30 pm in the winter and 8:00 pm in the summer months
- Weekend staffing would begin at 10:00 am and continue through 4:00 pm on Saturdays and Sundays
- Currently the entry level hourly rate for Recreation Leaders is $16.65, with estimated part-time benefits of approximately $0.85/hours for a total hourly rate of $17.50 per hour

STAFF REVIEW

Park programs were once a staple of many Parks and Recreation Departments in the summer and during after school hours. On occasion local agencies had staff on the weekends; however, those were mostly for parks that had community centers, other indoor facilities or large picnic facilities for staff to monitor. Typically these programs would include a staff area, phone, restrooms, and storage for park materials and equipment.

In evaluating the three (3) City Parks, only one (1) of the three (3) has an indoor space, being Hogan Park. The other two (2) parks, Hopper and Rudolph, do not have indoor spaces. These two (2) locations each have a small room to store maintenance supplies, along with electrical and phone equipment and more recently the hardware that supports the security camera system at the parks. These rooms are not suitable as staff areas, as they do not have sufficient room to store the materials and equipment needed for a park program.

Park programs with Recreation Leaders are typically welcome by the community, and they provide a set of eyes and ears in the parks during after school hours and on the weekends. That said, they are not as prevalent today as they were many years ago for a variety of reasons. Most successful park programs have the necessary storage, tools, and equipment to house the programs, and provide a safe and secure space for staff and participants. There are a few issues/concerns from staff regarding this program, including the following:

Issues/Concerns

- **Funding:** currently this is not a funded program, and based on the estimated budget as provided, a year-round program costs $174,000 and will require allocations from the City's General Fund to pay for the program;
- **Staffing Compensation:** based on the current entry level rate for recreation leaders ($16.65 per hour), finding the staff to work the required shifts has been a challenge - the rates aren't competitive with private sector positions at restaurants and stores and raising the rates could result in compaction issues with other City positions;
- **Safety and Security:** staffing the City parks with two (2) recreation leaders at sites that do not have a building/structure has the potential of causing an unsafe environment, especially at parks that have a history of negative behavior/unfavorable elements. Staff assigned to these locations would be responsible for calling in and reporting any issues and would be easily identifiable to any threats made at the parks, which would likely impact the recruitment and retention for these positions; and
- **Hours:** A program of this nature would require additional supervision, given the 7 day a week nature of the program; and despite being part-time employees, each site would likely require 3-5 staff member to cover the 7 days a week.

Despite the anticipated issues/concerns mentioned above, here are a few options that might be considered for more accessible parks:

1. Develop a pilot program at Hogan Park, with after school and weekend hours; staff can track participation, park usage, and number of incidents during the pilot program to determine if the desired impact was achieved;
2. Staff can continue with recruitment for additional park rover positions, to increase park patrols/visits throughout the day, especially on weekends when many issues occur. This option might be more successful if it can be staffed at a Senior Recreation Leader rate instead of a Recreation Leader rate; and
3. Consider a mobile recreation unit that can be used to travel around the City with scheduled stops at the City parks and the school site parks. Mobile recreation programs would require additional costs for equipment, including a vehicle that can transport staff and park materials and equipment effectively. A more detailed Mobile Recreation Program can be developed if this is an option the Council would like to consider;

In summary, the three (3) parks included in this budget have challenges above and beyond the cost to staff the parks. Staff have provided the staffing budget attached, as well as issues/concerns and options for the Council to consider.

LEGAL REVIEW

The City Attorney has reviewed this report.

FISCAL IMPACT

There is no fiscal impact specific to this report, however the estimated budget included in the attached cost sheets represent approximate costs for the staff each park with two recreation leaders during after school hours and on weekends. Should the City Council provide direction to add these positions, there would be a budget request submitted for consideration, either during the mid year budget review, or perhaps during the next budget cycle. Funding for these part time employees would come from the General Fund reducing the projected year end fund balance.

RECOMMENDATION

Staff recommend that the City Council consider the following:

1. Take no action receive and file the report: or
2. Review the costs associated with adding Recreation Leaders to the 3 City owned parks including Hogan, Hopper, and Rudolph Parks, and provide direction; or
3. Provide further direction to staff.

Attachments

Park Staffing Budget - Attachment A.pdf
Park Staffing Budget - Attachment B.pdf

Staffing City Parks

Attachment A

City of Lawndale - Community Services Department
Proposed Staffing for Parks

6 Months - Parks							
Weekday Staffing at Parks - 6 months (January through June 2025)							
Park	**Weekdays (5 x 4 hrs)**	**Hours/Week**	**Staff**	**Hours**	**Rec. Leader**	**Cost/Week**	**Cost per 6 months**
Hogan Park	3:00 pm to 7:00 pm	20	2	40	$17.50	$700.00	$18,200.00
Hopper Park	3:00 pm to 7:00 pm	20	2	40	$17.50	$700.00	$18,200.00
Rudolph Park	3:00 pm to 7:00 pm	20	2	40	$17.50	$700.00	$18,200.00
Weekday Staffing of Parks					**SUB-TOTALS**	**$2,100.00**	**$54,600.00**
Weekend Staffing at Parks - 6 months (January through June 2025)							
Park	**Weekends (2 x 6 hrs)**	**Hours/Week**	**Staff**	**Hours**	**Rec. Leader**	**Cost/Week**	**Cost per 6 months**
Hogan Park	10:00 am to 4:00 pm	12	2	24	$17.50	$420.00	$10,920.00
Hopper Park	10:00 am to 4:00 pm	12	2	24	$17.50	$420.00	$10,920.00
Rudolph Park	10:00 am to 4:00 pm	12	2	24	$17.50	$420.00	$10,920.00
Weekend Staffing of Parks					**SUB-TOTALS**	**$1,260.00**	**$32,760.00**
					6 MONTH TOTAL	**$3,360.00**	**$87,360.00**

Staffing City Parks

Attachment B

City of Lawndale - Community Services Department
Proposed Staffing for Parks

12 Months - Parks							
Weekday Staffing at Parks - 12 months (July through June 2025-2026)							
Park	**Weekdays (5 x 4 hrs)**	**Hours/Week**	**Staff**	**Hours**	**Rec. Leader**	**Cost/Week**	**Cost per 12 months**
Hogan Park	3:00 pm to 7:00 pm	20	2	40	$17.50	$700.00	$36,400.00
Hopper Park	3:00 pm to 7:00 pm	20	2	40	$17.50	$700.00	$36,400.00
Rudolph Park	3:00 pm to 7:00 pm	20	2	40	$17.50	$700.00	$36,400.00
Weekday Staffing of Parks					**TOTALS**	**$2,100.00**	**$109,200.00**
Weekend Staffing at Parks - 12 months (July through June 2025-2026)							
Park	**Weekends (2 x 6 hrs)**	**Hours/Week**	**Staff**	**Hours**	**Rec. Leader**	**Cost/Week**	**Cost per 12 months**
Hogan Park	10:00 am to 4:00 pm	12	2	24	$17.50	$420.00	$21,840.00
Hopper Park	10:00 am to 4:00 pm	12	2	24	$17.50	$420.00	$21,840.00
Rudolph Park	10:00 am to 4:00 pm	12	2	24	$17.50	$420.00	$21,840.00
Weekend Staffing of Parks					**TOTALS**	**$1,260.00**	**$65,520.00**
					12 MONTH (1 YEAR) TOTAL	**$3,360.00**	**$174,720.00**

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Mayor/City Councilmembers Report of Attendance at Meetings and/or Events**

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

CITY OF LAWNDALE

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

DATE: October 21, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Conference with Legal Counsel – Potential Litigation**

BACKGROUND

The City Council will conduct a closed session pursuant to Government Code section 54956.9(d)(2), to confer with legal counsel regarding a significant exposure to litigation, the facts and circumstances of which are not known to the potential plaintiff.