CITY OF LAWNDALE
AGENDA OF THE LAWNDALE
CITY COUNCIL REGULAR MEETING
AND LAWNDALE
PUBLIC FINANCING
AUTHORITY REGULAR MEETING

Monday, September 16, 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.

1: CALL TO ORDER AND ROLL CALL

2: CEREMONIALS (Flag Salute and Inspiration)

3: PUBLIC SAFETY REPORT

3A. Los Angeles County Sheriff's Department Update

3B. Los Angeles County Fire Department Update

4: ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA (Public Comments)

5: COMMENTS FROM COUNCIL

6: CONSENT CALENDAR

CITY COUNCIL

6A. 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.

6B. Accounts Payable Register

— Recommendation: that City Council adopt Resolution No. CC-2409-091 authorizing the payment of certain claims and demands in the amount of $1,476,170.83.

6C. Minutes of the Lawndale City Council Regular Meeting, August 19, 2024

— Recommendation: that the City Council approve the minutes.

6D. Approval of Routine Records Destruction

— Recommendation: that the City Council adopt Resolution No.CC-2409-092, approving the requests from the City Clerk's Department, City Manager's Office, Finance Department and Municipal Services Department for authorization to destroy routine records as listed in the exhibit of the resolution.

6E. Appointment to Vacancy on the South Bay Workforce Investment Board Lawndale Business Private Sector Seat

— Recommendation: that the City Council re-affirm the SBWIB's nomination for appointment of Ms. Christina Q. Smith, Founder & CEO of Curly Gurl Luv Beauty Supply, as the City of Lawndale representative on the SBWIB Business Private Sector seat, for a new term beginning July 1, 2024 to June 30, 2028. The exact term start date will be effective upon ratification by the City of Inglewood, currently serving as the Administrative Entity for all member cities in the SBWIB jurisdiction.

6F. Consideration of Claim for Damage

— Recommendation: that the City Council reject the claim filed by Jose A. Calderon and instruct staff to process the appropriate correspondence to the claimant.

6G. Update to Job Description for Director of Community Development

— Recommendation: that the City Council approve and adopt Resolution No. CC-2409-094, updating the job description for the Director of Community Development position.

7: LAWNDALE PUBLIC FINANCING AUTHORITY

CONSENT CALENDAR

7A. Minutes of the Lawndale Public Financing Authority, September 18, 2023

— Recommendation: that the City Council approve the minutes.

8: ADMINISTRATION

CITY COUNCIL

8A. Approve First Amendment to Contract Services Agreement with Michael Baker International for Planning Manager Services

— Recommendation: that City Council: a) approve the first amendment to the contract services agreement with Michael Baker International for Professional Planning Manager Services in a maximum contract sum not to exceed $202,800; and b) approve the budget amendment of $202,800 in account 279-410-530.100.

8B. First Amendment to Contract Services Agreement with Civic Solutions for Professional Planning Services

— Recommendation: that City Council approve the first amendment to the contract services agreement with Civic Solutions, Inc. for professional planning services for a maximum contract sum not to exceed $108,550 and approve the budget amendment to account 279-410-530.100 for $108,550.

8C. Lease Agreement with the Sheriff's Department

— Recommendation: that the City Council approve the Extension of the Lease Agreement for 15331 Prairie Ave. Lawndale, CA between the Sheriff’s Department and the City of Lawndale for an additional five years.

8D. Amendment No. 1 to the Cooperative Agreement #D1104 for Metro Active Transport (MAT) Program

— Recommendation: that City Council approve Amendment No. 1 to the Cooperative Agreement #D1104 for Metro Active Transport (MAT) Program.

8E. 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 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 $30,000.00 to the Rosecrans Avenue Traffic Signal Synchronization Project for a total project budget of $200,000.00.

8F. Beautification Committee Amendment

— Staff recommends that the City Council approve staff recommendations to lower the required minimum number of Beautification Committee members from seven members to five members, and to include a provision that allow Committee members to be removed for excessive absences.

8G. Fireworks Suppression Plan Update

— Recommendation: that the City Council receive and file this staff report.

8H. Adopt a Resolution Approving a Transfer Agreement Between the Los Angeles County Flood Control District and The City of Lawndale For Agreement No. 2024MP44 Safe, Clean Water Program

— Recommendation: that the City Council 1.) authorize the City Manager to execute the Transfer Agreement and related documents; and 2.) adopt the attached Resolution No. CC-2409-093 approving a Transfer Agreement between the City of Lawndale, Agreement No. 2024MP44, and the Los Angeles County Flood Control District for the City's annual allocation of funds from the Safe Clean Water (SCW) Program.

8I. Fund 286 SB1383 Local Assistance Program Grant Budget Amendment

— Recommendation: that the City Council authorize Public Works staff to recognize the grant revenues and authorize the expenditure of the grant funds in compliance with the Local Assistance Grant Program guidelines.

8J. Purchase of Vehicle for Community Development Department using American Rescue Plan Act Funding

— Recommendation: that City Council approve the purchase of a vehicle for the Community Development Department and approve the budget amendment of $40,000 in account number 285-410-550.300 ARPA Vehicles.

9: LAWNDALE PUBLIC FINANCING AUTHORITY

ADMINISTRATION

9A. Annual Accounting of Lawndale Public Financing Authority Financial Activities

— Recommendation: that the Board of the Lawndale Public Financing Authority receive and file the annual accounting of financial activities.

10: CITY MANAGER REPORT

11: ITEMS FROM CITY COUNCILMEMBERS

11A. Consideration and Direction regarding Legislative Lobbyist RFP

Requested by Councilmember Hofmann Gorman.

— Recommendation: that the City Council: 1) review and discuss the draft Request for Proposals (RFP); 2) provide further direction to staff on whether to proceed, with or without changes; or 3) take no action on this matter.

11B. American Rescue Plan Act Shop Local Rebate Incentive

Requested by Mayor Pullen-Miles.

— Recommendation: that City Council approve this program and the budget amendment of $100,000 in account 285-190-545.204 ARPA Rebate Program.

11C. Public Notification Policy of Transparency of Contractors

Requested by Mayor Pullen-Miles.

11D. Mayor/City Councilmembers Report of Attendance at Meetings and/or Events

12: CLOSED SESSION

12A. Conference with Legal Counsel - Pending Litigation

— The City Council will conduct a closed session regarding pending litigation pursuant to Government Code section 54956.9(d)(3), because due to existing facts and circumstances, the legislative body of the local agency will meet to decide whether a closed session is authorized pursuant to paragraph (2).

13: ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, October 7, 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 September 16, 2024, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Palomo

Yvette Palomo, Assistant City Clerk

Date Posted: 2024-09-13T00:32:45.681Z

CITY OF LAWNDALE

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

DATE:	September 16, 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: September 16, 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 City Council adopts Resolution No. CC-2409-091 authorizing the payment of certain claims and demands in the amount of $1,476,170.83.

Attachments

A. CC-2409-091 - AP Resolution - Sep. 16, 2024.pdf

ATTACHMENT A

RESOLUTION NO. CC-2409-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,476,170.83

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 206361 through 206471 for the aggregate total of $1,476,170.83 are hereby authorized.

Effective Date: September 16th, 2024

Approved by:

_____

Hrant Manuelian, Director of Finance

_____

Gregory M. Murphy, City Attorney

PASSED, APPROVED AND ADOPTED this 16th day of September 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-2409-091 at a regular meeting of said Council held on the 16th day of September 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 Date	Check Number Beginning	Ending	Aggregate Total
8/15/2024	206361	206386	1,027,463.28
8/15/2024	206387	206389	46,209.90
8/22/2024	206390	206418	200,744.71
8/22/2024	206419	206427	25,983.51
8/29/2024	206428	206452	79,043.76
8/29/2024	206453	506455	22,099.45
9/5/2024	206456	206471	74,626.22
	Total Checks		**1,476,170.83**

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	**1,476,170.83**

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							
206361	08/15/2024	Printed		8361	808 BUILDERS INC.	CONS & DEMO DEPOSIT REFUND	1,800.00
206362	08/15/2024	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL- CITY	184.00
206363	08/15/2024	Printed		2207	ASAP SIGN & BANNER, LLC	"GAME STREET" PLASTIC SIGNS	97.02
206364	08/15/2024	Printed		0158	CALIFORNIA JPIA	2024/25 LIABILITY/WORKERS'	571,415.00
206365	08/15/2024	Printed		7889	CHARTER COMMUNICATIONS	INTERNET SERVICES	1,799.90
206366	08/15/2024	Printed		8210	DATA CENTER WAREHOUSE LLC	APPLE CARE(3 YEARS) - IMAC	3,109.82
206367	08/15/2024	Printed		8307	DEVELOPERS GENERAL CONTRACTING	CITY HALL & PW IMPROV. PROJECT	355,043.36
206368	08/15/2024	Printed		4639	INSIGHT PUBLIC SECTOR INC	3 ADOBE LICENSES FOR CABLE TV	2,423.46
206369	08/15/2024	Printed		8362	MONICA JAUREGUI	CLASS FEE REFUND	50.00
206370	08/15/2024	Printed		7958	JUST DANCE COMPANY, LLC	INSTRUCTOR FEES - GYMNASTICS	1,397.22
206371	08/15/2024	Printed		8297	MV CHENG & ASSOCIATES, INC	ACCOUNTING MANAGER CONSULTING	16,991.25
206372	08/15/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	342.72
206373	08/15/2024	Printed		5068A	QUADIENT FINANCE USA INC	CITY HALL POSTAGE - JULY 2024	500.00
206374	08/15/2024	Printed		5895	RICOH USA INC	USAGE CHARGES FOR COPIERS-	771.33
206375	08/15/2024	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	29,537.24
206376	08/15/2024	Printed		0211	SOUTHERN CALIFORNIA NEWS GROUP	LEGAL ADS - NOTICE OF ELECTION	618.82
206377	08/15/2024	Printed		8177	SOUTHWEST PATROL, INC.	ARMED SECURITY SERVICES -	21,200.00
206378	08/15/2024	Printed		0346	SPARKLETTS	BOTTLE WATER SERVICE -	1,077.67
206379	08/15/2024	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - SAMMY, JUDY &	4,284.00
206380	08/15/2024	Printed		3672-ASD	U.S. BANK	CREDIT CARD PAYMENT	4,207.40
206381	08/15/2024	Printed		3672-CSD	U.S. BANK	CREDIT CARD PAYMENT	1,922.23
206382	08/15/2024	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	2,931.59
206383	08/15/2024	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	994.17
206384	08/15/2024	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	245.44
206385	08/15/2024	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
206386	08/15/2024	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONE SERVICE	4,494.62
			Total Checks: 26			**Checks Total (excluding void checks):**	**1,027,463.28**
			Total Payments: 26			**Bank Total (excluding void checks):**	**1,027,463.28**
			Total Payments: 26			**Grand Total (excluding void checks):**	**1,027,463.28**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 08/15/2024
Time: 9:23 am

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206387	08/15/2024	Printed		3886	SIRLEY CUEVAS	MILEAGE REIMB. - MEETINGS &	52.53
206388	08/15/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	34,757.37
206389	08/15/2024	Printed		7575	ROGERS, ANDERSON, MALODY &	STATE CONTROLLER REPORT	11,400.00
			Total Checks: 3			**Checks Total (excluding void checks):**	**46,209.90**
			Total Payments: 3			**Bank Total (excluding void checks):**	**46,209.90**
			Total Payments: 3			**Grand Total (excluding void checks):**	**46,209.90**

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							
206390	08/22/2024	Printed		8367	ARMAAN ALMEIDA	CONS & DEMO DEPOSIT REFUND	102.00
206391	08/22/2024	Printed		6369	AM-TEC TOTAL SECURITY INC.	ANNUAL SMOKE DETECTOR TEST -	300.00
206392	08/22/2024	Printed		7660	ARAMSCO INC	CUSTODIAL SUPPLIES	793.14
206393	08/22/2024	Printed		0372C	AT & T	PHONE CHARGES	60.24
206394	08/22/2024	Printed		8363	KEVIN BALDWIN	PLANNING DEPOSIT REFUND	704.80
206395	08/22/2024	Printed		8365	JOHN BAUER	MEAL REIMBURSEMENT -	291.43
206396	08/22/2024	Printed		7889	CHARTER COMMUNICATIONS	SPECTRUM ENTERPRISE TV	252.76
206397	08/22/2024	Printed		0615	CLEANSTREET, LLC	DEBRIS HANDLING SERVICES -	30,593.69
206398	08/22/2024	Printed		3886	SIRLEY CUEVAS	MILEAGE REIMB. - MEETING &	84.69
206399	08/22/2024	Printed		8093	DREAMWORK DEVELOPMENT LLC	CONS & DEMO DEPOSIT REFUND	1,500.00
206400	08/22/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS -	788.59
206401	08/22/2024	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	30,270.39
206402	08/22/2024	Printed		6051	INFANTE BROS LAWNMOWER SHOP	MAINTENANCE SVCS -	322.78
206403	08/22/2024	Printed		7362	LA UNIFORM & TAILORING INC	HATS FOR PWD CREW	330.09
206404	08/22/2024	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	35,973.88
206405	08/22/2024	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
206406	08/22/2024	Printed		8112	NORM REEVES FORD SUPERSTORE	EXHAUST FLUID - VEH# 523	36.24
206407	08/22/2024	Printed		6326	PACKAGE PRODUCTS & SERVICES IN	2024/25 ANNUAL FEE-	10,813.76
206408	08/22/2024	Printed		8360	EFRAIN PADILLA	BL24-000244	139.04
206409	08/22/2024	Printed		0384	PEP BOYS	OIL CHANGE - CDD - VEH#468	83.92
206410	08/22/2024	Printed		7047	PRECISION AUTO CARE, INC	REPLACE PURGE VALVE & GAS CAP	418.58
206411	08/22/2024	Printed		5219	R. YOUNG ENTERPRISES, INC	CONS & DEMO DEPOSIT REFUND	512.40
206412	08/22/2024	Printed		8364	ROBERT SCHWAB	CONS & DEMO DEPOSIT REFUND	22,050.00
206413	08/22/2024	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	79.66
206414	08/22/2024	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	9,720.00
206415	08/22/2024	Printed		8141	TRANSPORTATION CONCEPTS	LAWNDALE BEAT FIXED ROUTE -	52,249.79
206416	08/22/2024	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	103.28
206417	08/22/2024	Printed		8370	JESSICA VAZQUEZ	CLASS FEE REFUND	65.00
206418	08/22/2024	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	1,488.10

Total Checks: 29 — **Checks Total (excluding void checks): 200,744.71**

Total Payments: 29 — **Bank Total (excluding void checks): 200,744.71**

Total Payments: 29 — **Grand Total (excluding void checks): 200,744.71**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 08/22/2024
Time: 10:53 am
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206419	08/22/2024	Printed		2207	ASAP SIGN & BANNER, LLC	2024 PARKING TAGS - HAWTHORNE	997.62
206420	08/22/2024	Printed		8369	CHERRY AVENUE DEVELOPMENT INC.	PERMIT FEES - REFUND	1,536.69
206421	08/22/2024	Printed		6944	RHONDA HOFMANN-GORMAN	PARKING REIMB. - CCCA	15.00
206422	08/22/2024	Printed		8371	HUE NGUYEN	PLANNING DEPOSIT REFUND	1,228.64
206423	08/22/2024	Printed		8372	RIGOBERTO PLASCENCIA	PLANNING DEPOSIT REFUND	1,701.75
206424	08/22/2024	Printed		6499	RJS CONSTRUCTION SUPPLIES	WHITE MARKING PAINT	1,737.17
206425	08/22/2024	Printed		6251	BERNADETTE SUAREZ	MILEAGE & PARKING REIMB. -	190.90
206426	08/22/2024	Printed		3938	TRANSTECH ENGINEERS INC	PW DIRECTOR/CITY ENGINEER -	18,424.00
206427	08/22/2024	Printed		8368	VASAM INVESTMENTS INC.	PERMIT FEES - REFUND	151.74
			Total Checks: 9			**Checks Total (excluding void checks):**	**25,983.51**
			Total Payments: 9			**Bank Total (excluding void checks):**	**25,983.51**
			Total Payments: 9			**Grand Total (excluding void checks):**	**25,983.51**

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							
206428	08/29/2024	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SERVICES - JULY 2024	701.80
206429	08/29/2024	Printed		6369	AM-TEC TOTAL SECURITY INC.	ALARM SERVICES Q3 2024	925.52
206430	08/29/2024	Printed		2207	ASAP SIGN & BANNER, LLC	VINYL LETTERING CHANGE -	120.00
206431	08/29/2024	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	AUG. 2024-INS PRE-TAX/POST TAX	2,194.40
206432	08/29/2024	Printed		0216	DELTA DENTAL	AUG. 2024 DENTAL PREMIUM	1,769.98
206433	08/29/2024	Printed		0389	DELTA DENTAL INS	AUG. 2024 DENTAL PREMIUM	284.68
206434	08/29/2024	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINTING APPS(1)-JULY 24	32.00
206435	08/29/2024	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - HAWTHORNE	165.87
206436	08/29/2024	Printed		6636	FRONTIER COMMUNICATIONS	FAX LINE & INTERNET FOR PWD	233.17
206437	08/29/2024	Printed		8150	HEALTH AND HUMAN RESOURCE	AUG. 2024 EMPLOYEE ASSIST	69.66
206438	08/29/2024	Printed		8359	DANIEL JASON HEMMENS	SAXOPHONE PERF. - SENIOR LUNCH	350.00
206439	08/29/2024	Printed		1536B	LEUZINGER HIGH SCHOOL ASB	DONATION FROM MAYOR	500.00
206440	08/29/2024	Printed		0308	LOS ANGELES COUNTY	SPECIAL EVENT - FIREWORKS	8,386.96
206441	08/29/2024	Printed		7227	OCCUPATIONAL HEALTH CENTERS	PREEMPLOY PHYSICAL EXAM	25.00
206442	08/29/2024	Printed		1140	PACIFIC TIRE OF LAWNDALE	TIRE REPAIR VEH#522	125.00
206443	08/29/2024	Printed		5895	RICOH USA INC	LEASE CHARGES FOR COPIERS -	1,756.86
206444	08/29/2024	Printed		8366	RONALD JOHN RODRIGUEZ JR	PLANNING DEPOSIT REFUND	2,500.00
206445	08/29/2024	Printed		7827	SA ASSOCIATES	CONSTRUCTION MGMT & INSPECTION	24,793.25
206446	08/29/2024	Printed		1071	SHOETERIA INC.	WORK BOOTS FOR PWD CREW -	2,860.62
206447	08/29/2024	Printed		6034	SOUTH COAST MECHANICAL LLC	HVAC EMERGENCY REPAIR - CSD	1,185.00
206448	08/29/2024	Printed		2002	THE STANDARD, UNIT 22	LIFE,AD&D,LTD INSURANCE PREM -	1,571.56
206449	08/29/2024	Printed		3938	TRANSTECH ENGINEERS INC	PW DIRECTOR/CITY ENGINEER -	22,372.00
206450	08/29/2024	Printed		8120	TUCKER TOURS, LLC	TRAVEL CLUB - SAMMY, JUDY &	252.00
206451	08/29/2024	Printed		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET SERVICES-FUEL	4,791.64
206452	08/29/2024	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM AUG. 2024 -	1,076.79
			Total Checks: 25			**Checks Total (excluding void checks):**	**79,043.76**
			Total Payments: 25			**Bank Total (excluding void checks):**	**79,043.76**
			Total Payments: 25			**Grand Total (excluding void checks):**	**79,043.76**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 08/29/2024
Time: 9:22 am
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206453	08/29/2024	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	LID REVIEW 15022 KINGSDALE AVE	11,049.45
206454	08/29/2024	Printed		8312	GALLAGHER BENEFIT SERVICES INC	RECRUITMENT SVCS - PWD	6,250.00
206455	08/29/2024	Printed		8374	POWERSCHOOL GROUP LLC	LAWNDALE WEBSITE -	4,800.00
			Total Checks: 3			**Checks Total (excluding void checks):**	**22,099.45**
			Total Payments: 3			**Bank Total (excluding void checks):**	**22,099.45**
			Total Payments: 3			**Grand Total (excluding void checks):**	**22,099.45**

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 09/04/2024
Time: 4:01 pm
Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
206456	09/05/2024	Printed		7052	AMALEA JOY FISHER, LLC	INSTRUCTOR FEES - SENIOR	1,126.25
206457	09/05/2024	Printed		8045	ART PRINTING SERVICE	BUSINESS CARDS - A. GUITERREZ	76.07
206458	09/05/2024	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	13,565.82
206459	09/05/2024	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - JULY 2024	51,564.25
206460	09/05/2024	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	3,990.00
206461	09/05/2024	Printed		8210	DATA CENTER WAREHOUSE LLC	WIRELESS MOUSE-	81.04
206462	09/05/2024	Printed		8275	URIEL GOMEZ	PRSSC MEETING STIPEND	50.00
206463	09/05/2024	Printed		7801	IGNATIUS LIN	PRSSC MEETING STIPEND	50.00
206464	09/05/2024	Printed		8107	JOANNE LOEZA	PRSSC MEETING STIPEND	50.00
206465	09/05/2024	Printed		3775	LOS ANGELES COUNTY FIRE DEPT	2024/25 HAZ WASTE GENERATOR	753.00
206466	09/05/2024	Printed		8106	KENNETH MILLER	PRSSC MEETING STIPEND	50.00
206467	09/05/2024	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	413.94
206468	09/05/2024	Printed		1140	PACIFIC TIRE OF LAWNDALE	TIRE REPAIR VEH#520	20.00
206469	09/05/2024	Printed		7170	RESOURCE RECYCLING & RECOVERY	OPP13-23-0133 UNSPENT FUNDS	1,435.85
206470	09/05/2024	Printed		6810	SMOKE GUARD CALIFORNIA INC	ANNUAL PREVENTATIVE	1,350.00
206471	09/05/2024	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND	50.00
			Total Checks: 16			**Checks Total (excluding void checks):**	**74,626.22**
			Total Payments: 16			**Bank Total (excluding void checks):**	**74,626.22**
			Total Payments: 16			**Grand Total (excluding void checks):**	**74,626.22**

Council Meeting 9/16/2024
Details of US Bank Credit Card Charges

Date	Vendor	Description	Amount
Vendor# 3672-ASD			
6/24/2024	B&H Photo	Electronic Items: Battery Plate/Sony 2-pk Tough card/PortaBrace Camera Case	928.31
6/25/2024	Amazon Marketplace	Small Rig V Mount Battery	551.22
6/25/2024	Amazing Balloons By G	Balloon Arch - In-n-Out EE Appreciation Day	201.76
6/26/2024	Amazon Ret	Rode Boompole Professional Microphone	164.27
6/26/2024	Amazon Ret	Rode NTG4 Shotgun Microphone Bundle	460.84
6/28/2024	Cprs San Jose Ca	Job Post - Recreation Leader (Pt)	75.00
6/28/2024	In-N-Out Burgers Cookout	Employee Appreciation Lunch	1,705.00
7/3/2024	Foley Services	Add Driver To Dot Driver Program	121.00
Check Issued Date 8/15/2024; Check# 206380			**$ 4,207.40**
Vendor# 3672 - CSD			
6/24/2024	Amazon	Cardstock paper, airwick refills, batteries, tape	66.86
6/28/2024	Smart and Final	Senior Lunch kitchen supplies	352.93
6/28/2024	Dollar Tree	Senior 4th of July Luncheon supplies	33.18
6/28/2024	Amazon	Prime Membership (accidental charge, Amazon will credit back to the credit card $128.73 and Director, Jason Minter will reimburse $24.52	153.25
7/2/2024	Target	4th of July Senior Luncheon Raffle Prizes	210.67
7/2/2024	Smart and Final	Senior Lunch kitchen supplies	232.71
7/8/2024	Amazon	Checkers and Chess board games for CSD patrons	85.78
7/8/2024	SP Cornhole Games USA	Customized Cornhole games for special events	544.63
7/8/2024	Amazon	Computer webcam for Senior Nutrionist LA County Training	42.99
7/10/2024	CPRS California Park & Recreation Society	Administrators Membership Fee	20.00
7/11/2024	Dollar Tree	Arts and Crafts for Senior monthly activities	45.68
7/12/2024	Amazon	Lua decorations for Senior Luncheon in August	78.44
7/18/2024	Amazon	Giant Jenga game for CSD Events	71.65
7/21/2024	Amazon	Refund for Giant Jenga game	(71.65)
7/21/2024	Amazon	Keurig Coffee Maker for CSD staff lunch room	55.11
Check Issued Date 8/15/2024; Check# 206381			**$ 1,922.23**

Vendor# 3672 - MSD

6/25/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh 520 Emp 1561	9.00
6/25/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh 508 Emp 1309	9.00
6/26/2024	Cabuto Tesst	Smog Test For MSD Fleet	51.75
6/26/2024	Costco	4 Inch Table And Granola Bars For Coffee with Cop Event	103.07
6/27/2024	Starbucks	Coffee Travelers (2) For Coffee With Cop Event	44.00
6/27/2024	Vons	Refreshments for Coffee with Cop Event	84.74
6/28/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh 522 Emp 1560	16.00
6/29/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh 510 Emp	16.00
7/2/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh519 Emp 1160	16.00
7/1/2024	Excellent Carwash	Car Detailing For Veh 514 Emp Jamie Rodriguez	41.00
7/1/2024	Vca Animal Hospital	Emergency Exam Injured Dog Taken To Hospital	1,578.00
7/2/2024	Vca Animal Hospital	Emergency Exam Injured Dog Taken To Hospital	550.45
7/8/2024	Amazon	Face Mask And Safety Glasses For Msd Staff	47.38
7/5/2024	Amazon	Adidas Running Shoes For Uniform Emp Guerra	94.32
7/7/2024	Amazon	Hazmat Suit,Hazmat Shoe Covers For Msd Staff Going Into Hoarde House	175.28
7/12/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh 522 Emp 1560	16.00
7/15/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh 508 Emp 1309	9.00
7/16/2024	Lightning Express Carwash	Car Wash For MSD Fleet Veh 520 Emp 1561	9.00
7/16/2024	Amazon	Ink Cartridges For MSD Staff	61.60
Check Issued Date 8/15/2024; Check# 206382			**$ 2,931.59**

Vendor# 3672 - PWD

6/27/2024	Amazon	Returned a phone stand	$ (24.65)
6/26/2024	VIP Detail	Car wash for vehicle # 518	$ 35.74
6/28/2024	RSD Gardena	HVAC filers for City facilities	$ 291.86
7/1/2024	Amazon	White board and mail tray	$ 141.57
7/3/2024	The Home Depot	Integrated LED dusk to dawn light for Jane Addams Park, flag for MSD	$ 158.74
7/9/2024	VIP Detail	Car wash for vehicle # 517	$ 30.74
7/10/2024	The Home Depot	Batteries	$ 59.10
7/11/2024	The Home Depot	Filter fresh, Glade Linen air freshener, Febreze	$ 61.56
7/12/2024	The Home Depot	Clear corner guards, Disinfectant, carpet shampoo	$ 35.77

7/16/2024	Rexel	Lamps for freeway underpass	$ 110.25
7/15/2024	The Home Depot	18 piece no slip HEX key set, 14 piece T-Handle SAE & MM Hex key set	$ 67.19
7/17/2024	The Home Depot	Joint sink drain tailpiece extention tube, plated grid drain with overflow, rubber threaded P- Trap bathroom sink drain kit	$ 40.24
7/18/2024	The Home Depot	Returned drain kit and grid drain	$ (29.24)
7/19/2024	SUDS N DUDS coin laundry	Wash towels	$ 8.25
7/19/2024	SUDS N DUDS coin laundry	Wash towels	$ 2.50
7/18/2024	The Home Depot	1-1/2 flexible PVC Qwik cap for DWV	$ 4.55
Check Issued Date 8/15/2024; Check# 206383			**$ 994.17**

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Minutes of the Lawndale City Council Regular Meeting, August 19, 2024**

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

06.C Minutes CC 8-19-24.pdf

ATTACHMENT A

DRAFT MINUTES

City Council Regular Meeting

August 19, 2024

1. CALL TO ORDER AND ROLL CALL

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

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem Bernadette Suarez, 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, Deputy City Manager/Director of Human Resources Raylette Felton, Los Angeles County Sheriff's Department Captain Nicole Palomino, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Services Director Jason Minter, Public Works Director Luis Rodriguez

2. CEREMONIALS (Flag Salute and Inspiration)

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

3. PUBLIC SAFETY REPORT

3A. Los Angeles County Sheriff’s Department Update

Captain Palomino summarized the recent law enforcement activities and announced an upcoming Neighborhood Watch meeting.

Mayor Pro Tem Suarez asked what the process is to tackle vandalism of vacant buildings and if staff can expedite permits to allow buildings to be occupied sooner.

Captain Palomino responded that the Los Angeles County Sheriff's Department (LASD) documents vandalism incidents and follows up with investigations.

City Manager Moore responded that permits are processed in a timely manner, by staff.

4. PRESENTATIONS

4A. Recognition of Helen Kingdon, Lawndale Resident, 101 Years of Life

-Recommendation: that the City Council recognize and congratulate Lawndale resident Helen Kingdon on her 101 Years of Life by presenting her with the attached recognition.

Mayor Pullen-Miles and the City Council presented a certificate of recognition to Helen Kingdon for her 101 years of life.

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

Andrew Blackney, Resident, commented in favor of the Sprouts Farmers Market and the new agenda management system the City adopted.

Deena Sopko, Resident, commented in favor of the Sprouts Farmers Market, asked if there will be a new Starbucks Coffee in the City and what the status is of the Automatic License Plate Readers (ALPRs).

Dan Reid, Resident and South Bay 25 Club President, spoke about Santa's Sleigh community event.

6. COMMENTS FROM COUNCIL

Councilmember Cuevas thanked everyone that attended tonight's meeting.

Councilmember Hofmann Gorman thanked everyone that attended tonight's meeting, commented in favor of the Sprouts Farmers Market and asked City Manager Moore to provide an update on the Starbucks Coffee location.

City Manager Moore responded that Starbucks Coffee will be located on the northwest corner of Rosecrans Avenue and Burin Avenue.

Councilmember Kearney asked Municipal Services Director Reyes for an update on the ALPRs.

Municipal Services Director Reyes responded that the ALPRs will be installed the following week.

Mayor Pro Tem Suarez thanked everyone that attended tonight's meeting.

Mayor Pullen-Miles thanked Resident Reid for commenting on the South Bay 25 Club, commented in favor of Santa's Sleigh, and Sprouts Farmers Market.

Councilmember Kearney announced that the Angel Tree Holiday event will be held on December 6, 2024, and Santa's Sleigh event will take place December 9-19, 2024.

7. CONSENT CALENDAR

Mayor Pro Tem Suarez asked about the Accounts Payable Register credit card information that she previously requested and stated that she will vote no on this item until that information is provided.

Mayor Pullen-Miles commented in favor of the South Bay Workforce Investment Board's (SBWIB) career services and work-based learning programs, and commented that SBWIB is currently recruiting foster care youth ages 18 – 24 into short-term vocational training through a Community Resource Grant awarded to the SBWIB by Congresswoman Maxine Waters.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to approve the Consent Calendar. The motion passed by a vote of 5-0. Mayor Pro Tem Suarez voted no on Item 7B. Accounts Payable Register - CC-2408-090.

7A. 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.

7B. Accounts Payable Register - CC-2408-090

-Recommendation: that the City Council adopt Resolution No. CC-2408-090 authorizing the payment of certain claims and demands in the amount of $279,153.10.

7C. Minutes of the Lawndale City Council Regular Meeting, August 5, 2024

-Recommendation: that the City Council approve the minutes.

7D. South Bay Workforce Investment Board Quarterly Summary Report

-Recommendation: that the City Council receive and file.

7E. Consideration of Claim for Damage against the City

-Recommendation: that the City Council reject the claim filed by Alfredo Ibarra and instruct staff to process the appropriate correspondence to the claimant.

8. ADMINISTRATION

8A. Amendment to City's Conflict of Interest Code

-Recommendation: that the City Council adopt Resolution No. CC-2408-092 amending the City's Conflict of Interest Code and Rescinding Resolution No. CC-2210-050.

Assistant City Clerk Palomo presented the staff report.

A motion was made by Councilmember Cuevas and seconded by Councilmember Kearney to adopt Resolution No. CC-2408-092 amending the City's Conflict of Interest Code and Rescinding Resolution No. CC-2210-050. The motion passed by a vote of 5-0.

8B. Request to Renew Contract with SPCA for Kenneling and Animal Care Services

-Recommendation: that the City Council 1) approve the Request to Renew Contract with SPCA (Society for the Prevention of Cruelty to Animals) for Kenneling and Animal Care Services for the City of Lawndale at the newer monthly rate; and 2) authorize the budget amendment of $45,600 in account number 100-300-530.100 - Municipal Services Department Contract Services.

Municipal Services Director Reyes presented the staff report.

Councilmember Cuevas asked about the animal threshold allotment and the number of days they will be held.

Municipal Services Director Reyes responded that there has been a high number of animal intakes, which caused an increase in fees, and staff will ensure that intakes are only from the City of Lawndale by verifying addresses.

Councilmember Kearney asked what happens to animals when they are not picked up within the allowed holding days, and if kenneling the animals in City facilities is an option.

Municipal Services Director Reyes responded that SPCA is a low-kill shelter, they house animals until adopted, and that kenneling animals in City facilities is a costly option as staff would need to be hired to care for the animals seven days a week.

Discussion ensued among City Councilmembers and Municipal Services Director Reyes about the increased fees, animal diseases at SPCA shelters and the adoption period hold.

Mayor Pullen-Miles requested this item be brought back every 60-90 days to report on the progress of alternative solutions.

In response to Mayor Pro Tem Suarez question, Municipal Services Director Reyes explained that animal sheltering includes dogs, cats, birds, reptiles and exotic animals.

A motion was made by Councilmember Cuevas and seconded by Councilmember Kearney to approve the Request to Renew Contract with SPCA (Society for the Prevention of Cruelty to Animals) for Kenneling and Animal Care Services for the City of Lawndale at the newer monthly rate; and authorize the budget amendment of $45,600 in account number 100-300-530.100 - Municipal Services Department Contract Services.

8C. Approval of an MOU with the Centinela Valley Union High School District

-Recommendation: that the City Council approve a Memorandum of Understanding (MOU) with the Centinela Valley Union High School District (CVUHSD) for the parking of vehicles on District property for limited City events, activities, or other official purposes.

Community Services Director Minter presented the staff report.

A motion was made by Councilmember Cuevas and seconded by Mayor Pullen-Miles to approve a Memorandum of Understanding (MOU) with the Centinela Valley Union High School District (CVUHSD) for the parking of vehicles on District property for limited City events, activities, or other official purposes.

9. CITY MANAGER REPORT

City Manager Moore introduced the new Public Works Director, Luis "Lucho" Rodriguez, and welcomed him to the City.

10. ITEMS FROM CITY COUNCILMEMBERS

10A. Discussion of South Bay Cities Council of Governments Fees and Services

Requested by Councilmember Kearney.

-Recommendation: that the City Council 1.) discuss the SBCCOG fees and services, including the regional planner special assessment fee that is no longer separated in the dues structure beginning with the FY 24/25 dues; and 2.) provide direction to staff, if necessary.

Councilmember Kearney commented on the Regional Planner position offered as part of the South Bay Cities Council of Governments (SBCCOG) services in the agreement and included in the fees, requested a refund be discussed if the Regional Planner position is not filled or qualified.

Mayor Pro Tem Suarez inquired about the usage of the Regional Planner and requested that the SBCCOG Executive Director Jacki Bacharach provide information.

SBCCOG Executive Director Bacharach confirmed that they received an inquiry about a Regional Planner and explained the status of the position.

Discussion ensued among City Councilmembers, SBCCOG Executive Director Bacharach and City Manager Moore regarding the services and the Regional Planner position and services.

SBCCOG Executive Director Bacharach detailed the services that SBCCOG provides.

Councilmember Cuevas asked if the SBCCOG can assist with applying for grants if requested and asked how cities are selected to receive funds.

SBCCOG Executive Director Bacharach responded that all cities have been able to receive funds applied to, and that the criteria is being reviewed to qualify for future funds. She indicated that the cities must identify their needs to the SBCCOG for grants assistance.

Councilmember Kearney requested this item be brought back at a future meeting.

By City Council consensus, this item will be brought back for discussion at a future meeting.

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

Councilmember Cuevas attended the SBCCOG Homeless Services Task Force via Zoom, Sprouts Farmers Market Ribbon Cutting Ceremony, and Providence Wellness and Activity Center Grand Opening at Rogers-Anderson Park.

Councilmember Hofmann Gorman attended the City's National Night Out event, Sprouts Farmers Market Ribbon Cutting Ceremony, and Providence Wellness and Activity Center Grand Opening at Rogers-Anderson Park.

Councilmember Kearney attended the City's National Night Out event, Sprouts Farmers Market Ribbon Cutting Ceremony, Providence Wellness and Activity Center Grand Opening at Rogers-Anderson Park, Senator Steven Bradford's Back-to-School Backpack Giveaway & Resource Fair, and Liability Trust and Oversight Committee meeting.

Mayor Pro Tem Suarez attended the City's National Night Out event, Sprouts Farmers Market Ribbon Cutting Ceremony, and asked for the status of funding an online permit program, and the status on the school zone plan from the Parking and Traffic Solutions Ad Hoc Subcommittee.

City Manager Moore responded that there is an upcoming agenda item that will be presented for the online permit program.

Municipal Services Director Reyes responded that there will be light parking enforcement patrol by the City during the first two weeks of school.

Councilmember Cuevas commented that she attended the City's National Night Out event and that the Providence Wellness and Activity Center is a partnership with the Lawndale Elementary School District.

Mayor Pullen-Miles attended the City's National Night Out event, Beach Cities Health District and Blue Zone Project Workshop, Providence Wellness and Activity Center Grand Opening at Roger-Anderson Park, 36th Annual Electrical Industry BBQ, and Sprouts Farmers Market Ribbon Cutting Ceremony. Mayor Pullen-Miles requested an emergency preparedness workshop for Seniors, thanked the City Manager for adding the City logo on Southwest Patrol vehicles, and asked if the City continues to receive sales tax revenue from the Chevron Corporation gas station on the corner of Rosecrans Avenue and Hawthorne Boulevard.

City Manager Moore responded that staff will coordinate an emergency preparedness workshop for seniors, Southwest Patrol officers will soon wear a City logo patch on their uniform, and staff will provide a report on the Chevron Corporation gas station sales tax revenue.

11. ADJOURNMENT

There being no further business to conduct, Mayor Pullen-Miles adjourned the meeting at 8:05 p.m.

_____

Robert Pullen-Miles, Mayor

ATTEST:

_____

Erica Harbison, City Clerk

Approved: September 16, 2024

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

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 City Clerk's Department, City Manager's Office, Finance Department and Municipal Services 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-2409-092.

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-2409-092 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 $600 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-2409-092, approving the requests from the City Clerk's Department, City Manager's Office, Finance Department and Municipal Services Department for authorization to destroy routine records as listed in the exhibit of the resolution.

Attachments

A. Records Destruction Resolution

ATTACHMENT A

RESOLUTION NO. CC-2409-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS IN THE CITY CLERK'S DEPARTMENT, CITY MANAGER'S OFFICE, FINANCE DEPARTMENT AND MUNICIPAL SERVICES 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 City Clerk's Department, City Manager's Office, Finance Department and Municipal Services 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 to 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 16th day of September 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-2409-092 at a regular meeting of said Council held on 16th day of September 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: August 19, 2024 Department: City Clerk

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
	Economic Interest Filings (FPPC 700)	2010	2016	Clerk 01	CC-016	7 yrs
	FPPC correspondence/emails	2014	2019	Clerk 01	CW-008	2 yrs
	Public Records Requests / Subpoenas Duces Tecum	1999	2021	Clerk 01	CC0-51	2 yrs
	Claim Forms -copies	2016	2017	Clerk 01	CW-007	When no longer needed
	Campaign Disclosure Forms – unsuccessful	2010	2016	Clerk 01	CC-022	5 yrs
	Applications to fill a Vacancy on the City Council	2014	2014	Clerk 01	CC-028	2 yrs
	Board & Commission Applications - (All Advisory Bodies)	2012	2018	Clerk 01	CC-008	2 yrs
	Oath of Office – Board & Commissions	2012	2018	Clerk 01	CC-048	separation +4 years
	Correspondence – ROUTINE – COMMITTEE, COMMISSIONS	2017	2017	Clerk 01	CW-008	2 yrs
	Candidate File – Nomination papers – unsuccessful candidates	2010	2014	Clerk 01	CC-027	Election + 4 years

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Vanesa Alvarez Date: 8/19/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Yvette Palomo — Department Head — Date: 8/21/24

City Manager — Date: 8/22/24

City Attorney — Date: 8/28/24

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.

Council Vacancy Applications - Applications June 2014

Shirlene Bauer-Maheia
Rhonda Hofmann Gorman
Yvennoe E. Leger
Wendy Sue Noah
Obeer Asad Qazi
Wanza Tolliver

2012-2014 Applicants not Appointed

Senior Citizen Advisory	Planning	Cable	PRSSC
Joan Concklin	Jimmy Playon	Fred Siegel	Margey Heinsmann
	Michael Harbison	Marco Sandoval	James Padilla
	Nancy Marthens	Randall Abram	Rick Andelin
	Ahmed Q. Azam		

2014-2016 Applicants not Appointed

Youth Advisory	Beautifiation	Planning	Cable	PRSSC	Senior Citizen Advisory
Noah Ongchangco	Tonya Alenna Schofield	Johnny Castro	Joshua Hofmann Gorman	Rhonda Hofmann Gorman	Stephen koonz
Amy Madrigal		Rhonda Hofmann Gorman	Michael Harbison		
Leah Madrigal		Raymond Gutierrez	Marco L. SandovL		
Carla Isabela Melgar		Michael Harbison			
Dianna Orozco		Kurt Niebuhr			
		Daniel Reid			
		Dulce M. Sohm			
		Wanza Tolliver			
		Jack Martin			

2016-2018 Applicants not Appointed

Youth Advisory	Planning	Cable	PRSSC	Senior Citizen Advisory
Katherine Limon	Randall Abram	Joshua H. Gorman	Margery Heinsmann	
Janelle Rodriguez	Jack Simms		Dawn M. Royce	
Stephanie Vargas	Jack		Rhonda Hofmann Gorman	
Hillary Penado	Rhonda Hofmann Gorman			

Youth Advisory Committee Applications - copies

Year: 2013-14	Year: 2014-16	Year: 2016-18
Kiara Cuevas	April Owens	Kobe Cuevas
Sandy Garcia	Sarah Gomez	Andrew Espindola
Sarah Gomez	Kalen Hafner	Sarah Gomez
Katelyn Maheia	Katelyn Maheia	Kalen Hafner
Karina Reyes	Emily Vargas	Amy Madrigal
Andy Rodriguez	Sandy Garcia	Melanie Morales
Emily Vargas	Katie Barrios	Zak Noah
	Kiara Cuevas	April Owens
	Kobe Cuevas	Angel Tena
	Karina Reyes	Emily Vargas
		Katie Barrios

2012-2014 Appliations - Applicants Appointed - copies

Beautification	Cable	Parks Recreatio and SS	Personnel Board	Planning Commission	Senior Citizen Advisory
Paul Harold Aasness	Lenore Bemis	Luvert M. Austin	Golden Thrower - oath not included	Finley Jerry	Betty Jean Bailey
Melanie Bell	Charles Giveos	Sirley Cuevas	Chris Beamer	Daniel Reid	Oscar Bernal - oath not included
Joan Concklin	Michael Harbison	Erica Harbison - oath not included	John Stephen Clark - oath not included	Uffe Moller	Penny V. Bolton
Antoinette De laine	Diane Helfrich -Rapp	Madonna Sitka - oath not included	Anthony "Tony" Molino	Fine Kenneth	Ruthi Davis - oath not included
Charmaine Doty	Pramesh K. Singh	Marianno Velazquez	Mercedes Santacruz - oath not included	Wanza Tolliver	Teresa I. Garcia - oath not included
Deva Keyser					Maureen D. Grimes - oath not included
John Martinez					Margery Heinemann
Judy Oldziewski - oath not included					Stephen Koonz
Jimmy H. Platon					Harlika P. O'balle - oath not included
Obeer Qazi					Sally Riddle
Olga Sierra Gonzalez - oath not included					

2014-2016 Appliations - Applicants Appointed and Oath of Office					
Beautification Committee	**Cable**	**PRSSC**	**Personnel Board**	**Planning Commission**	**Senior Citizen Advisory**
Paul Harold Aasness	Lenore Bemis	Luvert M. Austin	Golden Thrower - oath not included	Finley Jerry	Betty Jean Bailey
Joan Concklin	Andrew R. Gardiner	Sirley Cuevas	Mercedes Santacruz - oath not included	Randall Abram	Oscar Bernal - oath not included
Antoinette De laine	Bob Givens	Erica Harbison - oath not included	John Stephen Clark - oath not included	Uffe Moller	Penny V. Bolton
Charmaine Doty	Jeremy Lara	Madonna Sitka - oath not included	George Pelzl - oath not included	John Martinez	Ruthi Davis - oath not included
Judy Oldziewski - oath not included	Joseph Madrigal	Daniel Urrutia	Ryan Hofner	Pedro Cordova	Teresa I. Garcia - oath not included
Olga Sierra Gonzalez - oath not included					Maureen Williams-Grimes- oath not included
Karen Escamilla - oath not included					Margery Heinemann
Cesar Jaime					Arthur Friend
Veronica Denner					Harlika P. O'balle - oath not included
					Sally Riddle
					Doris J. Hofmann - oath not included
					Imelda A. Santos

2016-2018 Appliations - Applicants Appointed and Oath of office					
Beautification Committee	**Cable**	**PRSSC**	**Personnel Board**	**Planning Commission**	**Senior Citizen Advisory**
Charmaine Doty	Lenore Bemis	Karina Estrada	Golden Thrower - oath not included	Uffe H. Moller	Betty Jean Bailey
Judy Oldziewski - oath not included	Andrew R. Gardiner	Shirley Rudolph - oath not included	Mercedes Santacruz - oath not included	John Martinez - oath not included	Oscar Bernal - oath not included
Olga Sierra Gonzalez - oath not included	Bob Givens	Erica Harbison - oath not included	John Stephen Clark - oath not included	Sirley Cuevas	Penny V. Bolton
Karen Escamilla - oath not included	Joseph Madrigal	Madonna Sitka - oath not included	George Pelzl - oath not included	Scott Smith - oath not included	Ruthi Davis - oath not included
Blanca Cueva - oath not included	Juqua Nicole Williams	Ray E. Rapp	Marcela paez - oath not included	Pedro Cordova	Teresa I. Garcia - oath not included
Douglas Keyser					Maureen Grimes - oath not included
Mario Martinez					Margery Heinemann
Marco Sandoval					Harlika P. O'balle - oath not included
					Sally Riddle
					Doris J. Hofmann oath not included
					Johnny Castro
					Ray E. Rapp
					Larry Stouch - oath not included

Commissions and Term Extension Notifications		
dated	term ends	name
9/18/2017	2/28/2019	Golden Thrower
9/18/2017	2/28/2019	Mercedes Santacruz
9/18/2017	2/28/2019	George Pelzl
9/18/2017	2/28/2019	Marcela Paez Pack
9/18/2017	2/28/2019	John Martinez
9/18/2017	2/28/2019	John S. Clark
9/18/2017	2/28/2019	Joseph Madrigal
9/18/2017	2/28/2019	Bob Givens
9/18/2017	2/28/2019	Andrew Gardiner
9/18/2017	2/28/2019	Lenore Bemis
9/18/2017	2/28/2019	Daniel T. Woods
9/18/2017	2/28/2019	Madonna Sitka
9/18/2017	2/28/2019	Shirley Rudolph
9/18/2017	2/28/2019	Erica Harbison
9/18/2017	2/28/2019	Karina Estrada
9/18/2017	2/28/2019	Scott Smith
9/18/2017	2/28/2019	Uffe H. Moller
9/18/2017	2/28/2019	Pedro Cordova
9/18/2017	2/28/2019	Sirley Cuevas
8/24/2017	2/28/2019	Blanca Cueva
8/24/2017	2/28/2019	Charmaine Doty
8/24/2017	2/28/2019	Douglas Keyser
8/24/2017	2/28/2019	Mario Martinez
8/24/2017	2/28/2019	Olga Sierra Gonzzlez
8/24/2017	2/28/2019	Betty Jean Bailey
8/24/2017	2/28/2019	Oscar Bernal
8/24/2017	2/28/2019	Penny Bolton
8/24/2017	2/28/2019	Johnny Castro
8/24/2017	2/28/2019	Ruthi Davis
8/24/2017	2/28/2019	Teresa Garcia
8/24/2017	2/28/2019	Maureen Grimes
8/24/2017	2/28/2019	Margery Heinemann
8/24/2017	2/28/2019	Doris Hofmann
8/24/2017	2/28/2019	Harlika O'Balles
8/24/2017	2/28/2019	Ray R. Rapp
8/24/2017	2/28/2019	Larry Stouch

Campaign Disclosure Forms		Items
Margery Heinemann - Candidate City Clerk	GME April 2010	(3) Form 470
Maria Claudio - Candidate Mayor	GME April 2014	501
Gary McDonald - Candidate Councilmember	GME April 2014	501/ 410/ 470
Francisco M. Talavera - Candidate Councilmember	GME April 2016	501
Daniel Reid - Candidate Mayor	GME April 2014	501; 410; 497; 460;
Rhonda Hofmann Gorman - Candidate Mayor	GME April 2016	501
Wallace Reed - Candidate Councilmember	GME April 2016	501; 470
Gary McDonald - Candidate Mayor - Write-In	GME April 2014	Nomination Papers
Margery Heinemann - Candidate City Clerk	GME April 2010	Nomination Papers

2020 Public Records Request - Paper Submissions - total: 5

2021 Public Records Request - Paper Submissions - total 7

2021 Public Records Request - Paper Submissions - total 7

Subpeonas for records and notices	
Nasser Abbaszadeh v. Bich-Ngoc (Louise) Dang	8/17/1999
County of LA v. Thomas Crowder	3/29/2002
Estella Munoz v Lawndale School District	6/14/2001
First Cselection Contruction Company v. Allstate Insurance	8/15/2001
People of State of CA v John Jr. Uce	8/20/2001
Peo v Christopher Des Lauriers	10/31/2003
Henry Solis Ruiz	5/14/2003
Angele Ryan v. LACMTA Et Al	4/25/2003
Tarek Ibrahim v Commercial Wholesale Electric	4/1/2003
Rose Sharon Kirkman vs. The Rudolph Charles 2010 Trust	6/28/2021
People v. Efryn Noel Quiroa	10/21/2021
Remax Dynasty, Inc., Et Al. v. Larry H Haendiges Family trust, Et Al	2/26/2021

2016 Claimsfor Damages Against the City - copies of claims copies of staff reports
2017 Claimsfor Damages Against the City - copies of claims and copies of staff reports

Statement of Economic Interest Forms 700 and memos/correspondence

Year: 2015 Planning	
Abram Randall	Leaving office
Abram Randall	annual
Pedro Cordova	annual
Sirley Cuevas	Assuming
Finley Jerry	Leaving office
Finley Jerry	annual
John Martinez	annual
Ufe Moller	annual
Scott Smith	Assuming

Year: 2016 Planning	
Uff Moller	annual

Year: 2014 Planning	
Abram Randall	annual
Pedro Cordova	annual
Sirley Cuevas	Assuming
Finley Jerry	annual
John Martinez	annual
Uffe Moller	annual

Year: 2013 Planning	
Daniel Reid	annual
Uffe Moller	assuming
Fine Kenneth	leaving
Wanza Tolliver	leaving
John Martinez	assuming
Pedro Cordova	assuming
Randall Abram	assuming
Fine Kenneth	annual

Year: 2012 Planning	
Finley Jerry	annual
Daniel Reid	annual
Uffe Moller	annual
Fine Kenneth	annual
Wanza Tolliver	annual

Year: 2011 Planning	
Wanza Tolliver	assuming
Kenneth Fine	Assuming
Michael Harbison	leaving office
Nancy Marthens	leaving office
Finley Jerry	annual
Michael Harbison	annual
Daniel Reid	annual
Nancy Marthens	annual
Uffe Moller	annual

Year: 2010 Planning	
Nancy Marthens	leaving office
Finley Jerry	annual
Michael Harbison	annual
Daniel Reid	annual
Uffe Moller	annual

Statement of Economic Interest Forms 700 and memos/correspondence

Year: 2016 Staff	
Kenneth Louie	annual
Stephen Mandoki	annual
Tiffany Israel	annual

Year: 2015 Staff	
Kenneth Louie	annual
Stephen Mandoki	annual
Tiffany Israel	annual

Year: 2014 Staff	
Kenneth Louie	annual
Stephen Mandoki	annual
Tiffany Israel	annual

Year: 2013 Staff	
Kenneth Louie	annual
Stephen Mandoki	annual
Tiffany Israel	annual

Year: 2012 Staff	
Kenneth Louie	annual
Stephen Mandoki	annual
Tiffany Israel	annual

Year: 2011 Staff	
Kenneth Louie	annual
Stephen Mandoki	annual
Tiffany Israel	annual

Year: 2010 Staff	
Kenneth Louie	annual
Stephen Mandoki	assuming
Tiffany Israel	annual
Dayle Keller	leaving
Dayle Keller	annual

Year: 2016 City Council	
Robert Pullen-Miles	annual
Steven Kearney	annual
James Osborne	annual
Daniel Reid	annual

Year: 2015 City Council	
Robert Pullen-Miles	annual
Larry Rudolph	annual
Steven Kearney	annual
James Osborne	annual
Daniel Reid	annual
Bernadette Suarez	assuming

Year: 2014 City Council	
Robert Pullen-Miles	annual
Larry Rudolph	annual
Steven Kearney	annual
James Osborne	annual
Daniel Reid	annual

Year: 2013 City Council	
Larry Rudolph	annual
Robert Pullen-Miles	annual
James Osborne	annual
Steven Kearney	annual

Year: 2012 City Council	
Larry Rudolph	annual
Robert Pullen-Miles	annual
James Osborne	annual
Steven Kearney	annual

Year: 2011 City Council	
Harold Hofmann	annual
Larry Rudolph	annual
Robert Pullen-Miles	annual
James Osborne	annual
James Osborne	leaving office
Steven Kearney	annual

Year: 2010 City Council	
Harold Hofmann	annual
Larry Rudolph	annual
Robert Pullen-Miles	annual
James Osborne	annual
Steven Kearney	annual

2014 Political Reform Act Correspondence between staff; FPPC; staff
2015 Political Reform Act Correspondence between staff; FPPC; staff
2016 Political Reform Act Correspondence between staff; FPPC; staff
2017 Political Reform Act Correspondence between staff; FPPC; staff
2018 Political Reform Act Correspondence between staff; FPPC; staff
2019 Political Reform Act Correspondence between staff; FPPC; staff

Date: August 6, 2024 Department: City Manager

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
	Managers Memo (Paper and Electronic)	January 2021	December 2021	CMD-2024-1	CM-005	2 Years
	Packet Delivery Form (Paper)	January 2021	December 2021	CMD-2024-1	CM-005	2 Years
	Homeless Count Project (Paper and Electronic)	January 2016	January 2019	CMD-2024-2	CM-004	2 Years

Check one option for destruction:

☐ Shredding is Required (Records contain private information) OR

■ Recycle (Records DO NOT contain private information)

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date

City Manager — Date 8/6/24

City Attorney — Date 8/28/24

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

Return this form to the City Clerk Department after completed

©1998-2016 Gladwell Governmental Services, Inc.

2

8/06/24 **Attachment**

City Manager Department

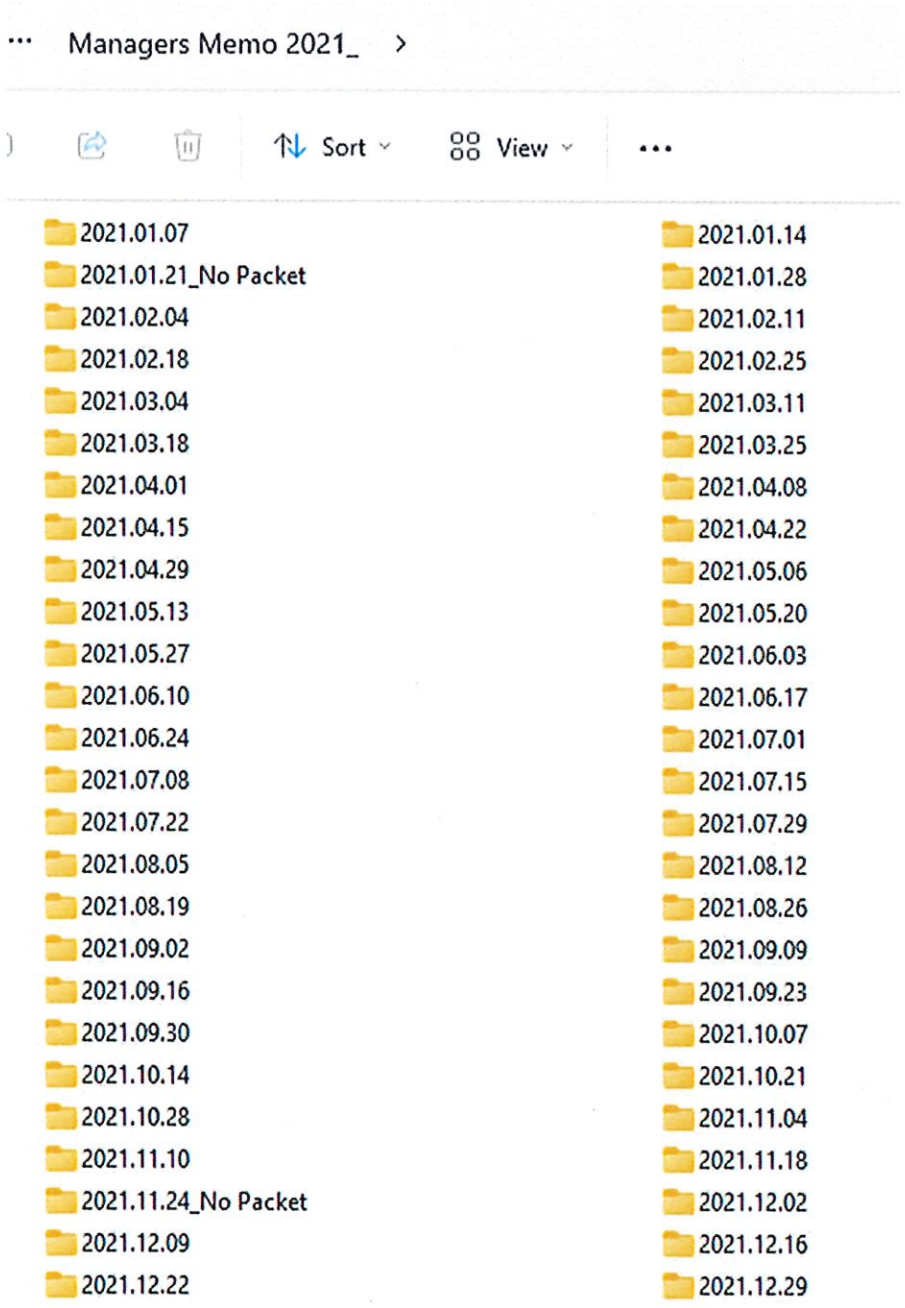
Managers Memo (Originals) – 2021
Paper and Electronic Copies

Weekly Managers Memo Paper Version:		
	September 30, 2021	
January 7, 2021	October 7, 2021	
January 14, 2021	October 14, 2021	
January 21, 2021 * No Packet	October 21, 2021	
January 28, 2021	October 28, 2021	
February 4, 2021	November 4, 2021	
February 11, 2021	November 10, 2021	
February 18, 2021	November 18, 2021	
February 25, 2021	November 24, 2021 *No Packet	
March 4, 2021	December 2, 2021	
March 11, 2021	December 9, 2021	
March 18, 2021	December 16, 2021	
March 25, 2021	December 22, 2021	
April 1, 2021	December 29, 2021	
April 8, 2021		
April 15, 2021		
April 22, 2021		
April 29, 2021		
May 6, 2021		
May 13, 2021		
May 20, 2021		
May 27, 2021		
June 3, 2021		
June 10, 2021		
June 17, 2021		
June 24, 2021		
July 1, 2021		
July 8, 2021		
July 15, 2021		
July 22, 2021		
July 29, 2021		
August 5, 2021		
August 12, 2021		
August 19, 2021		
August 26, 2021		
September 2, 2021		
September 9, 2021		
September 16, 2021		
September 23, 2021		

8/06/24 **Attachment**

City Manager Department

Managers Memo – 2021
Electronic Copies



8/06/24 **Attachment**

City Manager Department

Packet Delivery Forms (Originals) – 2021
Paper Only

Packet Delivery Form		***Notes**
January 7, 2021	September 14, 2021	
January 14, 2021	September 16, 2021	*January 21, 2021 – no
January 21, 2021 *	September 23, 2021	packet or delivery form
January 28, 2021	September 30, 2021	
February 4, 2021	October 14, 2021	*September 8, 2021 – travel
February 11, 2021	October 21, 2021	documents delivered
February 18, 2021	October 28, 2021	
February 25, 2021	November 4, 2021	*September 9, 2021 – no
March 4, 2021	November 10, 2021	delivery form
March 11, 221	November 18, 2021	
March 18, 2021	November 24, 2021 *No Packet	*October 7, 2021 – no
March 25, 2021	December 2, 2021	delivery form
April 1, 2021	December 9, 2021	
April 8, 2021	December 16, 2021	*November 24, 2021 – no
April 15, 2021	December 22, 2021	packet or delivery form
April 22, 2021	December 29, 2021	
April 29, 2021		
May 6, 2021		
May 13, 2021		
May 20, 2021		
May 27, 2021		
June 3, 2021		
June 10, 2021		
June 17, 2021		
June 24, 2021		
July 1, 2021		
July 8, 2021		
July 15, 2021		
July 22, 2021		
July 29, 2021		
August 5, 2021		
August 12, 2021		
August 19, 2021		
August 26, 2021		
September 2, 2021		
September 8, 2021*		

8/06/24 **Attachment**

City Manager Department

Homeless Count Project Reference Files
2016 to 2019
Paper and Electronic Files

Paper Files:

2016 Homeless Count – Deployed from Gardena – City staff participated as a volunteer
Website posting, Save the Date, Flyers, General Information and correspondence from 2015-2016 covering the 2016 Count; City staff volunteer in Gardena location. 2016 Homeless Count Data (general information)

2017 Homeless Count – January 25, 2017
2017 Greater Los Angeles Homeless Street Count Opt-In Program Agreement for Opt-In Partners – January 24-26, 2017 (Copy)
Insurance Certificates from LAHSA (Copy)
Facility Reservations Application (copy) for the Community Center
Application for Facility Use Waiver Fee (Copy)
Permit #1129 (Copy) for the Community Center
September 2017 Community Information Session by LAHSA
Homeless Count Data from 2017 Count (Email information received)
Sign-ups and Flyers

2018 Homeless Count – January 24, 2018
Deployment Site Agreement and Insurance (Copy)
Deployment Site Coordinator Training Material and Hand outs
General Correspondence by email
Handwritten Notes
Service Planning Area 8 Results of the 2018 Homeless Count

2019 Homeless Count – January 23, 2019
October 15, 2018 staff report to City Council – LAHSA's Request for Fee Waiver of Security Deposit (Copy)
Greater Los Angeles Homeless Street Count Opt-In Agreement for 3 years (2018, 2019, 2020) (Copy)
Facility Use Reservation for 3 years (2018 2019, 2020) – Copy
Community Center Meeting Rooms Permit (Copy)
Homeless Count Date – General Information covering 2019 Count (not city specific)
Social Media information, handouts, flyers, general email correspondence
Deployment Site Coordinator Training Manual and handouts

*LAHSA: Los Angeles Homeless Services Authority

8/19/24 **Attachment**

City Manager Department

Homeless Count Project Reference Files
2016 to 2019

Electronic Files Below:

2016 Homeless Count

Name	Date modified	Type	Size
2016 Homeless Numbers from the Count_Recd in 2017	1/30/2017 7:35 AM	Adobe Acrobat D...	541 KB
Email from City Recruiting Volunteers for Homeless Count (Lawndale) ...	10/24/2016 7:47 AM	Outlook Item	100 KB

2017 Homeless Count

Name	Date modified	Type	Size
2017.01.25_Facility Use Fee Waiver Rqst_LAHSA Homeless Count_Comm Ctr Mtg Rms	1/19/2017 8:55 AM	Adobe Acrobat D...	379 KB
2017.01.25_Facility Use Reservations_Comm Ctr Mtg Rms_2017 Homeless Count LAH...	1/19/2017 8:56 AM	Adobe Acrobat D...	4,256 KB
2017.01.25_Insurance for Comm Center Mtg Room Use_Homeless Count LAHSA	1/19/2017 8:54 AM	Adobe Acrobat D...	975 KB
2017.01.25_OPT In Agreement btwn LAHSA and City_2017 Homeless Count Deploym...	1/19/2017 8:58 AM	Adobe Acrobat D...	5,611 KB
Email to Mike Estes_CSD_ All Forms Agreements Scanned and Signed	1/19/2017 10:59 AM	Outlook Item	11,397 KB
Flyer with locations of SPA 8	1/30/2017 7:37 AM	Adobe Acrobat D...	295 KB
LAHSA_HC_Core_v01_Training Video 2017	1/17/2017 8:28 AM	MP4 File	1,052,258 KB
Permit for Comm Center 2nd Floor Mtg Rooms_Email from Mike Estes to Diane Shaw...	10/24/2016 7:26 AM	Adobe Acrobat D...	152 KB
Photo_Mayor RPM and CM Bernadette Suarez	1/26/2017 9:52 AM	JPG File	82 KB
Photo_Volunteeer Group 3	1/26/2017 9:52 AM	JPG File	71 KB
Photo_Volunteer Group 1	1/26/2017 9:52 AM	JPG File	90 KB
Photo_Volunteer Group 2	1/26/2017 9:52 AM	JPG File	87 KB
RE Please review the LAHSA 3 Year Opt In Agreement for Homeless Street Count	2/8/2021 12:12 PM	Outlook Item	44 KB
Snack List	1/24/2017 12:09 PM	Microsoft Excel W...	10 KB

2018 Homeless Count

Name	Date modified	Type	Size
2017.11.22 Managers memo_Count Date	11/20/2017 10:12 AM	Microsoft Word D...	188 KB
2018 Results	6/4/2018 7:25 AM	Adobe Acrobat D...	1,725 KB
2019.06.13_Email_2019 Homeless Count City Community Data- Lawndale	6/13/2019 8:27 AM	Outlook Item	92 KB
Email 2018.05.31_2018 Results of Homeless Counts	6/4/2018 7:16 AM	Outlook Item	107 KB
Email 2018.06.29_SPA 8South Bay 2018 Homeless Count Briefing	7/3/2018 7:35 AM	Outlook Item	1,296 KB
Email from HR_Raylette_Insurance Certs are ok	12/7/2017 8:17 AM	Outlook Item	187 KB
HC18 Lawndale Flyer	11/20/2017 8:01 AM	Adobe Acrobat D...	278 KB
Important LAHSA Releases Homeless Count 2018 Results	6/4/2018 7:26 AM	Outlook Item	110 KB
Insurance from LAHSA for Homeless Count Jan 2018_Cert Expires July 2018	12/7/2017 7:41 AM	Adobe Acrobat D...	125 KB
RE City of Lawndale w-9 for Security Deposit	11/2/2017 7:17 AM	Outlook Item	1,225 KB

8/19/24 **Attachment**

City Manager Department

Homeless Count Project Reference Files
2016 to 2019
Electronic Files Below:

2019 Homeless Count

Name	Date modified	Type	Size
2019 Homeless Count Stats_Lawndale	8/14/2023 3:04 PM	Adobe Acrobat D...	759 KB
2019.01.10_Managers memo_Count Date	1/9/2019 8:13 AM	Microsoft Word D...	189 KB
2019.01.10_Mgrs Memo to Council	5/28/2019 8:19 AM	Adobe Acrobat D...	1,205 KB
2019_Certificate of Liability	8/14/2023 3:11 PM	Adobe Acrobat D...	620 KB
2019_Homeless Count Results_Countywide	8/14/2023 3:05 PM	Adobe Acrobat D...	1,358 KB
Announcements for 12-31-18_Inlcudes Li...	1/2/2019 7:27 AM	Outlook Item	254 KB
Certificate of Liability_Jan 14 2019 email f...	1/14/2019 9:13 AM	Outlook Item	292 KB
HC19 Lawndale Flyer	1/9/2019 7:30 AM	Adobe Acrobat D...	163 KB
Homeless Count 2019 Draft Article for co...	6/15/2021 9:01 AM	Microsoft Word D...	13 KB
Insurance Certificate from LAHSA_2019 ...	11/6/2019 12:32 PM	Adobe Acrobat D...	125 KB
Photos - Homeless Count 2019 volunteer...	5/28/2019 2:13 PM	Outlook Item	1,676 KB
Photos 2 of Volunteers_2019 Homeless C...	1/28/2019 8:02 AM	Outlook Item	1,685 KB
Photos of Volunteers_2019 Homeless Co...	1/28/2019 8:01 AM	Outlook Item	1,685 KB
Security Guard Timesheet	4/2/2019 3:52 PM	Adobe Acrobat D...	610 KB
SPA 8 HC19 South Bay Deployment Sites ...	1/9/2019 7:40 AM	Adobe Acrobat D...	155 KB

Date: 6/26/2024 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 – PURCHASE ORDERS A-Z	2013	2014	1	FIN-044	7 YEARS
	FINANCE – PURCHASE ORDERS A-Z	2014	2015	2	FIN-044	7 YEARS
	FINANCE – PURCHASE ORDERS A-Z	2015	2016	3	FIN-044	7 YEARS
	FINANCE – ACCOUNTS PAYABLE	2015	2016	5 to 11	FIN-002	5 YEARS
	FINANCE – ACCOUNTS PAYABLE	2016	2017	12 to 18	FIN-002	5 YEARS
	FINANCE – ACCOUNTS PAYABLE	2017	2018	19 to 25	FIN-002	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: 6/26/2024

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head (Hrant Manuelian) — Date: 7/2/24

City Manager (Sean Moore) — Date: 7/2/24

City Attorney (Gregory Murphy) — Date: 8/28/24

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: 08-15-2024 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
	Business License Close Out	01/01/14	12/31/14	35 thru 36	FIN-028	5 Years
	Business License Close Out	01/01/15	12/31/15	37 thru 39	FIN-028	5 Years
	Business License Close Out	01/01/16	12/31/15	40 thru 41	FIN-028	5 Years
	Business License Close Out	01/01/17	12/31/17	42 thru 44	FIN-028	5 Years
	Business License Close Out	01/01/18	12/31/18	45 thru 46	FIN-028	5 Years
	Bank Statements,	07/02/13	12/26/14	47	FIN-007	5 Years
	DE--6	07/01/07	12/31/07	47	FIN-035	5 Years
	DE-6	10/01/06	12/31/06	47	FIN-035	5 Years
	Payroll Garnishments	02/27/06	10/20/08	47	FIN-038	5 Years
	Deposit Slips	09/18/96	05/04/98	47	FIN-006	5 Years
	Checks Deposited to Bank	10/01/19	03/22/22	48 thru 49	FIN-013	14 days
	Fireworks Sales	2014	2016	50	FIN-031	5 Years
	HDL Quarterly Sales	01/01/01	12/31/04	51	FIN-010	5 Years
	State Controllers Report, Trial Balance	07/01/00	06/31/01	52	FIN-023	5 Years
	Daily Cash Receipts	07/01/15	06/30/16	53	FIN-010	5 Years
	Daily Cash Receipts	07/01/16	06/30/17	54	FIN-010	5 Years
	Daily Cash Receipts	07/01/17	06/30/18	55	FIN-010	5 Years
	Payroll Timesheets	01/01/15	12/31/15	57 thru 58	FIN-041	5 Years
	Payroll Timesheets	01/01/16	12/31/16	59 thru 60	FIN-041	5 Years
	Payroll Timesheets	01/01/17	12/31/17	61 thru 62	FIN-041	5 Years
	Payroll Timesheets	01/01/18	12/31/18	63 thru 64	FIN-041	5 Years
	Revenue Receipts	07/01/15	06/30/16	65 thru 67	FIN-010	5 Years
	Revenue Receipts	07/01/16	06/30/17	68 thru 71	FIN-010	5 Years
	Revenue Receipts	07/01/17	06/30/18	72 thru 74	FIN-010	5 Years
	Payroll Register	01/01/16	12/31/16	75	FIN-040	5 Years
	Payroll Register	01/01/17	12/31/17	76	FIN-040	5 Years
	Payroll Register	01/01/18	12/31/18	77	FIN-040	5 Years

(Continued on Page 2)

©1998-2016 Gladwell Governmental Services, Inc.

Date: 08-15-2024 Department: Finance

File #	Records Description	From (Start Date)	To (End Date)	Box #	Retention #	Retention Period
	Payroll Register	01/01/06	12/31/06	78	FIN-040	5 Years
	Payroll Labor Allocation	01/01/16	12/31/16	79	FIN-040	5 Years
	Payroll Labor Allocation	01/01/17	12/31/17	80	FIN-040	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: Rhodora Reginaldo Date: 08-15-2024

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 8/15/24

City Manager — Date: 8/28/24

City Attorney — Date: 8/28/24

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: 7/3/2024 Department: 300 MSD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below 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
	Code enf. / case files	2011	2017	1	MS-013	2 years
	Code enf. / case files	2008	2018	2	MS-013	2 years
	Code enf. / case files	2013	2018	3	MS-013	2y
	Code enf. / case files	2011	2018	4	MS-013	2y
	Code enf. / case files	2006	2014	5	MS-013	2y
	Code enf. / case files	2017	2018	6	MS-013	2y
	Code enf. / case files	2007	2014	7	MS-013	2y

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augustus Date: 7/3/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head — Date: 8-7-24

City Manager — Date: 8/24/24

City Attorney — Date: 8/28/24

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(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: 7/3/2024 Department: 800 MSD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

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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
	Code enf / case files	2002	2005	8	MS-013	2 years
	Code enf / case files	2008	2013	9	MS-013	2 years
	Code enf / case files	2002	2010	10	MS-013	2 years
	Code enf / case files	2002	2011	11	MS-013	2 years
	Code enf / case files	2002	2003	12	MS-013	2 years
	Code enf / case files	2009	2008	13	MS-013	2 years
	Code enf / case files	2012	2012	14	MS-013	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: Destinee Augustus Date: 7/3/24

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head	8-7-24 Date
City Manager	8/26/24 Date
City Attorney	8/28/24 Date

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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: 7/3/2024 Department: 300 MSD

Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM

The records listed below 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
	Codeenf / Case files	2007	2008	15	MS-013	2 year
	Codeenf / case files	2004	2011	16	MS-013	2 year
	Code enf / case files	2006	2009	17	MS-013	2 year
	Code enf / case files	2009	2009	18	MS-013	2 year
	Code enf / case files	2007	2015	19	MS-013	2 year
	Code enf / case files	2009	2014	20	MS-013	2 year
	Abatement					

Check one option for destruction:

☒ Shredding is Required (Records contain private information) OR

☐ Recycle (Records DO NOT contain private information)

Employee Preparing Records: Destinee Augusto Date: 7/3/2024

DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION

Department Head	8-7-24 Date
City Manager	8/26/24 Date
City Attorney	8/28/24 Date

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City Clerk/Assistant City Clerk — Date

©1998-2016 Gladwell Governmental Services, Inc.

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Diane Parsley, Executive Assistant

SUBJECT: **Appointment to Vacancy on the South Bay Workforce Investment Board Lawndale Business Private Sector Seat**

BACKGROUND

In 1983, the City of Lawndale entered into a joint powers agreement with the cities of El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Manhattan Beach, and Redondo Beach to establish an employment and training system under the Federal Job Training Partnership Act. The agreement established a Business Private Industry Council consisting of representatives from (a) the private sector and (b) educational agencies, organized labor, rehabilitation agencies, community-based organizations, economic development agencies, and the public employment service.

Each member city appoints representatives to the Business Private Sector Seat on the basis of the proportion of its respective share of funds received under the act. The City of Lawndale has two (2) Business Private Sector seats with the South Bay Workforce Investment Board (SBWIB) that are currently represented as noted below.

1.) **Roderick Edison - MAX Out, Inc.**

Term: July 1, 2020 to June 30, 2024

2.) **Eduardo Leiva - Leiva Group LLC, Leiva Holdings, Inc., and Azucanela LLC**

Term: July 1, 2022 to June 30, 2026

The SBWIB was notified that Roderick Edison with MAX Out, Inc. moved his business out of the City of Lawndale into another neighboring city. This has created a vacancy for Lawndale representation on the business private sector seat. Mr. Edison continues to serve on the expired seat until the vacancy is filled, which is consistent with the SBWIB's procedures.

Any business organization in the City can make a recommendation to the City Council for an individual's appointment to the Business Private Sector seat, or the City Council can submit their own recommendation to the SBWIB. The SBWIB states that the business representative can be someone who has a business interest inside or outside of the City they represent.

The appointee must be available to attend eight (8) meetings per year, consisting of four (4) meetings of the quarterly SBWIB Board and four (4) quarterly committee meetings. The appointee will be assigned a committee during an orientation with Jan Vogel, SBWIB Executive Director/Chief Executive Officer, once the appointment process is completed. The completion of a Fair Political Practices Commission Statement of Economic Interest - Form 700 is also required.

STAFF REVIEW

The SBWIB has informed the City of Lawndale of a vacancy that will need to be filled due to the change in business location of Mr. Roderick Edison.

The SBWIB has submitted a name for consideration and supports the nomination of Christina Q. Smith, Founder & CEO of Curly Gurl Luv Beauty Supply, located in the city of Lawndale. Background information of Ms. Smith is attached. The term for the Business Private Sector Seat vacancy is from July 1, 2024 to June 30, 2028. The exact term start date will be effective upon ratification by the City of Inglewood, currently serving as the Administrative Entity for all member cities in the SBWIB jurisdiction.

Therefore, the City of Lawndale's support of any applicant will be forwarded to the City of Inglewood (via the SBWIB) for final approval.

LEGAL REVIEW

None.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council re-affirm the SBWIB's nomination for appointment of Ms. Christina Q. Smith, Founder & CEO of Curly Gurl Luv Beauty Supply, as the City of Lawndale representative on the SBWIB Business Private Sector seat, for a new term beginning July 1, 2024 to June 30, 2028. The exact term start date will be effective upon ratification by the City of Inglewood, currently serving as the Administrative Entity for all member cities in the SBWIB jurisdiction.

Attachments

A.) Ltr to City Mgr from SBWIB regarding vacancy.pdf

B.) Ltr to Mayor and City Council from SBWIB_Nominating Christina Smith_Curly Gurl Luv Beauty Supply.pdf

C.) SBWIB 2024 Meeting Schedule.pdf

ATTACHMENT A

M E M B E R S

GLENN MITCHELL
CHAIRPERSON

AMBER MESHACK
ANDREW FOWLER
ARMANDO PENA
DR. BRENDA THAMES
BRIGETTE CALDERON
CAROLYN WOODARD
CATHERINE HOLDBROOK-SMITH
CRYSTAL SPENCER
DONALD FORD
EDUARDO LEIVA
FAISAL HASHMI
FRAN FULTON
J. KIM MCNUTT
JACKIE CHOI
JANICE JIMENEZ
JASON WITT
JEFF WILSON
JEFFREY R. JENNISON
JEREMY DIAZ
JOE AHN
JOHN MATHESON
JOSH LAFARGA
KEN GOMEZ
DR. KENDRICK ROBERSON
KIMBERLY MILLER
DR. LANCE WILLIAMS
LOUIE DIAZ
MARK PANGER
MARC WEISS
MARIA CAMACHO
MIKE COSTIGAN
MIKE HARRIEL
MIKE TALLEDA
MITCH PONCE
MOHAMMAD NASER
NAYEEM KHAN
PATRICIA BENNETT
PATRICIA DONALDSON
PAUL RUSSELL
RODERICK EDISON
RUTHI DAVIS
SANJAY MURTY
SARAH GONZAGA
SUSAN SENIOR
TAMALA LEWIS
TED CORDOVA
TOD SWORD
TOM BAKALY
TONYA GRIFFIN
WALTER AHHAITTY
WAYNE DIULIO

August 19, 2024

Mr. Sean Moore, City Manager
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

Dear Mr. Moore:

Currently, there is one Lawndale business private sector seat on the South Bay Workforce Investment Board (SBWIB), that has become vacant due to an expiring term of office. The new term of office for this seat is July 1, 2024, to June 30, 2028.

In accordance with Federal and State requirements, the South Bay Workforce Investment Board, Inc. nominated Ms. Christina Smith, Co-founder and Chief Executive Officer for Curly Gurl Luv Beauty Supply, to fill the vacant Lawndale business private sector seat on the SBWIB. The seat was previously held by Mr. Roderick Edison from Max Out, Inc., Mr. Edison resigned from the South Bay Workforce Investment Board after moving his business to the City of Gardena. We are requesting that the Mayor and City Council please initiate the process to appoint Ms. Smith or another business private sector representative to serve on the SBWIB at the City of Lawndale's next regularly scheduled City Council meeting or at your earliest convenience.

Your cooperation in this matter is greatly appreciated. If you have any questions or require assistance, please contact me, or my assistant, Sha'Ron Berry, at (310) 970-7700.

Sincerely,

Jan Vogel
Executive Director

Attachments

JAN VOGEL
EXECUTIVE DIRECTOR

ATTACHMENT B

SBWIB, Inc.
SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.

GLENN MITCHELL
CHAIRPERSON

OFFICERS

PATRICIA BENNETT
SECRETARY

DORI GIULEA
CHIEF FINANCIAL OFFICER

TOM BEEDON
DIRECTOR

MARIA CAMACHO
DIRECTOR

PATRICIA DONALDSON
DIRECTOR

BERNIE KONIG
DIRECTOR

SANJAY MURTY
DIRECTOR

MOHAMMAD NASER
DIRECTOR

SUSAN SENIOR
DIRECTOR

JAN VOGEL
CHIEF EXECUTIVE OFFICER

August 15, 2024

Honorable Mayor Pullen-Miles and City Council
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

Dear Honorable Mayor Pullen-Miles and Lawndale City Council:

On behalf of the Board of Directors of the South Bay Workforce Investment Board, Inc., please accept the following individual to be appointed to serve on the South Bay Workforce Investment Board as a representative of the business private sector in Lawndale:

Christina Smith, Co-founder and Chief Executive Officer, Curly Gurl Luv Beauty Supply, to serve a new four-year term of office from July 1, 2024, to June 30, 2028.

Thank you for your consideration of this nominee.

Sincerely,

Glenn Mitchell

Glenn Mitchell
Chairperson

Christina is the Co-founder and CEO of Curly Gurl Luv Beauty Supply. Curly Gurl Luv is a modern one-stop-shop beauty supply. It provides a beautiful space for women with textured hair to shop, learn about our hair from each other, and build community. Curly Gurl Luv represents a new era for curly hair care communities, focusing on inclusivity and celebrating the diverse mosaic of hair and skin textures that make up our unique beauty needs. Established in 2021, it is the first and only beauty supply store in the city of Lawndale.

Before becoming a full time Entrepreneur, Christina served students at title one schools, as a special education teacher and case manager for six years. Christina is a South Los Angeles native and is passionate about empowering diverse communities. When she isn't working, Christina enjoys playing board games and spending time with her husband and two children.

Thank you,

--

Christina Q. Smith

Founder & CEO

Curly Gurl Luv
Beauty Supply

ATTACHMENT C

SOUTH BAY WORKFORCE INVESTMENT BOARD
11539 Hawthorne Blvd., Suite 500, Hawthorne, CA 90250
(2 blocks South of Imperial Hwy - Entrance on 116th Street)
Office 310-970-7700 * Fax 310-970-7711

2024 Meeting Schedule

Entity	Scheduled Dates
South Bay Workforce Investment Board **Glenn Mitchell, Chair** **Meets Quarterly on the 3rd Thursday at 9:00 a.m.**	**January 18, 2024** **April 18, 2024** **July 18, 2024** **October 17, 2024**
SBWIB Inc. Board/SBWIB Executive Committee **Glenn Mitchell, Chair** **Meets Monthly on Thursdays at 9:00 a.m.** **SBWIB, Inc. Board of Directors meeting begins at 9:00 a.m. followed by the SBWIB Executive Committee at 9:30 a.m.**	**January 11, 2024** **February 15, 2024** **March 14, 2024** **April 11, 2024** **May 16, 2024** **June 13, 2024** **July 11, 2024** **August 15, 2024** **September 12, 2024** **October 10, 2024** **November 14, 2024** **December 12, 2024**
Business, Technology and Economic Development Committee **Mohammad Naser, Chair** **Meets Quarterly on the 1st Wednesday at 9:00 a.m.**	**January 3, 2024** **April 3, 2024** **July 3, 2024** **October 2, 2024**
Performance and Evaluation Committee **Sanjay Murty, Chair** **Meets quarterly on Tuesday's at 9:00 a.m.**	**February 20, 2024** **May 21, 2024** **August 20, 2024** **November 19, 2024**
One Stop Policy Committee **Susan Senior, Chair** **Meets Quarterly on Wednesday's at 9:00 a.m.**	**February 21, 2024** **May 22, 2024** **August 21, 2024** **November 20, 2024**
Youth Development Council Committee **Patricia Donaldson, Chair** **Meets Quarterly on the 1st Tuesday at 9:00 a.m.**	**February 6, 2024** **May 7, 2024** **August 6, 2024** **November 5, 2024**

10.12.23

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

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

SUBJECT: **Consideration of Claim for Damage**

BACKGROUND

The City of Lawndale received a claim for property damage filed by Jose A. Calderon (Claimant) on or about August 21, 2024. The claim filed alleged that on or about August 21, 2024, their property was damaged by their neighbors fallen tree seeds and branches at 173rd Street between Firmona Avenue and Grevillea Avenue in Lawndale, CA.

STAFF REVIEW

The City's third-party claims administrator, Carl Warren & Company, reviewed and completed investigation regarding filed claim. Based on an investigation completed, it was determined that the liability for the claim could not be assigned to the City and recommends that the City reject the claim as filed.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends City Council reject the claim filed by Jose A. Calderon and instruct staff to process the appropriate correspondence to the claimant.

Attachments

A. Claim for Damages to Person or Property and Rejection Notice.pdf

ATTACHMENT A

CITY OF LAWNDALE
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

File with the City Clerk
14717 Burin Ave., Lawndale, CA 90260
(310) 973-3200, Fax: (310) 644-4556

'24 AUG 21 1:53PM

Claim No.: _____

Instructions:

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filed not later than one (1) year after the occurrence. (Gov. Code Sec. 911.2)
3. Read entire claim form before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.
7. Claim must be filed with the City Clerk. (Gov. Code Sec. 915a)

CITY OF LAWNDALE			
Claimant's Name	JOSE A. CALDERON	Claimant's Occupation	BUS-DRIVER
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address		Claimant's Business Phone # Cell	

Address and telephone number to which you desire notices or communications to be sent regarding this claim:

When did DAMAGE or INJURY occur? Date: 8.22.24 Time: 1:30 p.m.
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____
Names of any city employees involved in INJURY or DAMAGE

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:
IS HAPPENED ON 4554 W. 172ND ST. APT F LAWNDALE CA 90260

Describe in detail how the DAMAGE or INJURY occurred.
IN MY BACKYARD THERE IS A TREE THAT BELONG TO THE PROPERTY OF 4555 W 173 ST. LAWNDALE CA 90260 THAT INVADES MY PROPERTY CAUSING DAMAGE AND DIRTYING THE PROPERTY WITH SEEDS AND BRANCHES AND THEY DO NOT WANT TO FIX IT.

Why do you claim the city is responsible?
YES I HAVE VIDEO. CITY CONTROL ALL THIS SITUATIONS.

Describe in detail each INJURY or DAMAGE
MY AWNING IS BROKEN, IT LITTERS MY YARD WITH SEEDS AND BRANCHES AND IT IS DAMAGING MY ROOF WITH DEBRIS.

THIS CLAIM MUST BE SIGNED ON PAGE 2

The amount claimed, as of the date of presentation of this claim, is computed as follows:

Damages incurred to date (exact):	$ 1,000.00	Estimated prospective damages as far as known:	$
Damage to property	$	Future expenses for medical and hospital care	$
Expenses for medical and hospital care	$	Future loss of earnings	$
Loss of Earnings	$	Other prospective special damages	$
Special Damages for	$	Prospective general damages	$
		Total estimate prospective damages	$
General Damages	$		
Total Damages incurred to date	$ 1,000.00		
		Total amount claimed as of date of presentation of this claim	$ 1,000.00

Was damage and/or injury investigated by police? NO If so, what city? _____ File #: _____

Were paramedics or ambulance called? NO If so, name city or ambulance _____

If injured, state date, time, 8.22.24

name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

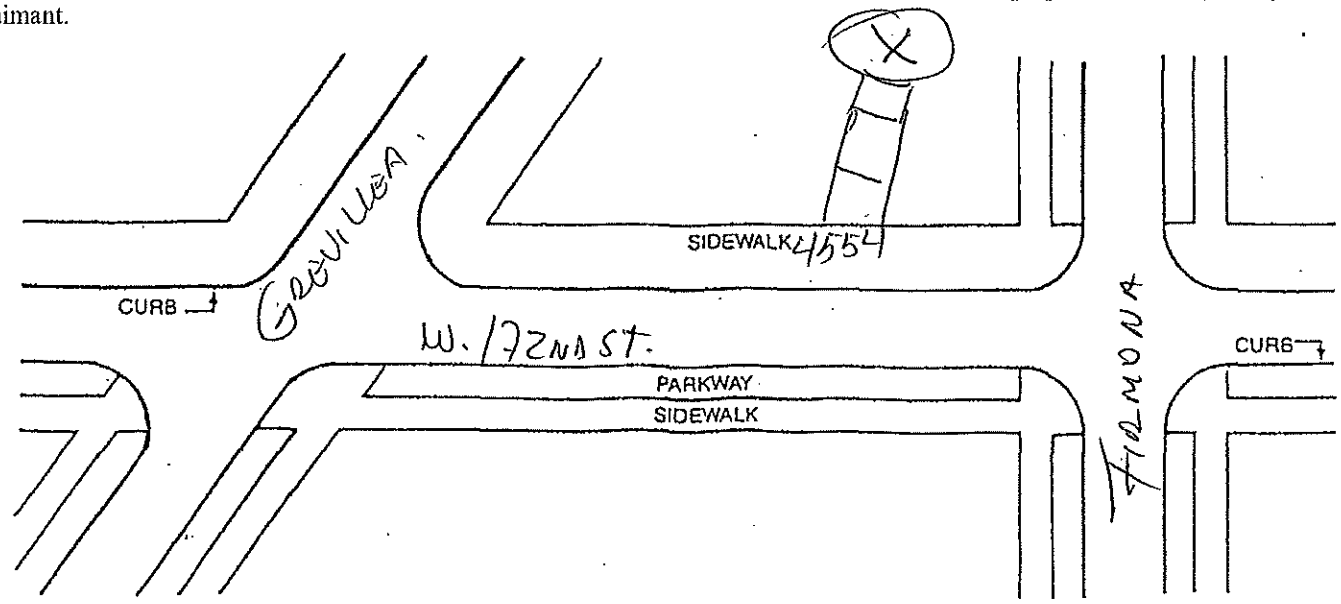
DOCTORS and HOSPITALS:

Hospital _____ Address _____ Date of Hospitalization _____

Doctor _____ Address _____ Date of Treatment _____

Doctor _____ Address _____ Date of Treatment _____

For all accident claims place on following diagram names of streets, including North, East, South and West; indicate place of accident by "X" and by showing house numbers or distances to street corners. If city vehicle was involved, designate by letter "A" location of city vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw city vehicle; location of city vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1" and the point of impact by "X". NOTE: if diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant: | Typed/Printed Name | Date

Jose A. Colderon | 8.22-24

THIS CLAIM MUST BE SIGNED ON PAGE 2

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

TO: City of Lawndale

ATTENTION: Shaundra Burnam, Raylette Felton

RECOMMENDATION TO REJECT

RE:		
	Claimant	: Jose Calderon
	Member	: City of Lawndale
	Date Rec'd by Mbr	: 08-21-2024
	Date of Event	: 08-21-2024
	CW File Number	: CJP-3052242

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION**: Send a standard rejection letter to the claimant.

Please include proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and a copy of the Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

Janice Baluyut

Janice Baluyut
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company
Direct: 657.622.4326
Email: JBaluyut@CarlWarren.com

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

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

SUBJECT: **Update to Job Description for Director of Community Development**

BACKGROUND

The Director of Community Development position has been vacant since October 2021. With the recent departure of the Community Development Manager, staff found it necessary to review the job description of the Director of Community Development to reflect the new format and ensure the duties and responsibilities of the position are up to date to assist with the recruitment efforts.

STAFF REVIEW

As part of the Central Management Team, the Director of Development position plans, organizes, directs and oversees day-to-day operations of the Community Development Department, which includes planning, zoning, building and safety, Lawndale Housing Authority, Successor Agency to the Lawndale Redevelopment Agency, Oversight Board, economic development, grant programs, and other related functions. The last review and update to the job description was completed in June 2014.

Staff reviewed the current job description and the duties currently performed by the Director of Community Development and determined that the job description matches the current needs of the organization. Staff made minor revises to the job description to include using the current job description template that provided during the 2022 Citywide Classification and Compensation Study. As such, the attached Resolution No. CC-2409-094 will reaffirm and update the Director of Community Development job description to provide essential information regarding the duties and responsibilities of this critical position.

LEGAL REVIEW

The City Attorney's Office has reviewed and approved the staff report and attached resolution as to form.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff respectfully recommends City Council approve and adopt Resolution No. CC-2409-094, updating the job description for the Director of Community Development position.

Attachments

A. Resolution No. CC-2409-094 - Updating Director of Community Development Job Description.pdf

ATTACHMENT A

Resolution No. CC-2409-094

Resolution of the City Council of the City of Lawndale, California Updating the Job Description for Director of Community Development

RESOLUTION NO. CC-2409-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA UPDATING THE JOB DESCRIPTION FOR DIRECTOR OF COMMUNITY DEVELOPMENT

WHEREAS, on November 4, 1974, the City Council of the City of Lawndale ("City Council") adopted Resolution No. 1503, which establishes criteria for the administration of employer/employee relations and communications; and

WHEREAS, Section 2.05 of the Personnel Rules and Regulations, adopted by the City Council of the City of Lawndale, requires that the City Council approve any changes made to the City's classification plan; and

WHEREAS, on or about October 6, 2014, the job description for the position of Director of Community Development was updated to its current format; and

WHEREAS, it is the desire of the City Council to further update the job description for the Director of Community Development position to update the format and ensure the job description accurately reflects the current duties and responsibilities of the position.

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

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

SECTION 2. That the position description for the position of Director of Community Development contained in Exhibit "A", attached hereto, and made a part hereof, is hereby adopted as the position description for the Director of Community Development.

PASSED, APPROVED AND ADOPTED this 16th day of September, 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-2409-094 at a regular meeting of said Council held on the 16th day of September, 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					

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

Director of Community Development

Job Title: Director of Community Development **Job Code: 5001**
Pay Grade: 152 **Effective Date: September 2024**
FLSA: Exempt **Revision Date:**

JOB SUMMARY: Under direction of the City Manager, the Director of Community Development plans, organizes, directs, and administers activities and operations of the Community Development Department, current and advance planning, grant administration, building and safety, economic development, housing agency, housing successor agency, successor agency, dissolution of redevelopment, oversight board, budgeting, and related functions. Provides administrative assistance to the City Manager and coordinates department activities with other City departments and outside agencies.

DISTINGUISHING CHARACTERISTICS:
This is the director level position within the Community Development Department. Incumbent performs broad management, direct oversight, and support of all development, planning, building and safety, project management activities and other related activities for the department. Plans, develops, oversees, and implements goals and objectives for the department. Sets policy and procedural expectation, monitors delivery outcomes, and measures Community Development planning and outcomes.

DUTIES AND RESPONSIBILITIES:

- Oversees, leads, and directs the day-to-day operations of the Community Development Department; completion of major studies, reports, projects and assignments; conducts site inspections; reviews major land use, building and safety.

- Develops, plans, manages, and implements department goals, objectives, policies, and procedures; directs, oversees, and participates in the development of the department's work plan; evaluates operations, programs, staffing, policies and procedures; assigns activities, projects and programs, monitors workflow, and reviews and evaluates products, methods, and procedures.

- Manages operations of the Lawndale Housing Authority, Successor Agency to the Lawndale Redevelopment Agency, Oversight Board, economic development, and grant programs; oversees and administers the City's planning, zoning code, building and safety functions, and the organization and completion of major studies, projects, and assignments within the department; conducts site inspections.

- Provides administrative assistance to the City Manager; prepares and presents oral and written reports acts as staff liaison to the Planning Commission and to the City Council.

- Directs and oversees redevelopment activities, land acquisition and disposition, financing, marketing, and infrastructure improvement, and ensures compliance with environmental laws; directs and oversees economic development activities, housing and commercial rehabilitation, business retention and attraction, and related programs.

- Reviews and approves projects and plans for conformance with the City's General Plan, Zoning Ordinance, Municipal Code, Subdivision Map Act, California Environmental Quality Act, and a range of other federal, State, County, and local land use laws, codes, regulations.

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required. Disaster Service Worker in compliance with California Government Code Section 3100.

- Serves as staff to the housing authority, successor agency and oversight board.

- Directs and oversees grant funded housing programs; ensures that funds are administered according to applicable rules and regulations; develops and administers the department's budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies.

- Monitors and approves expenditures and implements adjustments; maintains department financial records, expenditures, and income.

- Prepares consultant requests for proposals and related documents; administers contracts and supervises consultants; directs, coordinates, and oversees the activities of Los Angeles County contract staff; negotiates and executes contracts and agreements.

- Selects, trains, monitors, and evaluates personnel; interfaces and engages with employees to correct deficiencies and implement discipline and termination procedures.

- Represents the department to outside groups and organizations, participates in outside community, professional groups, and committees, and assists in development of Planning Commission agendas.

- Responds to and resolves citizen inquires and complaints; reviews and interprets applicable government regulations and requirements.

- Performs any and all other work as needed or assigned.

MINIMUM QUALIFICATIONS:

Equivalent to a Bachelor's degree in public administration, urban and regional planning or a related field. Master's degree in public administration, urban planning, or a related field, preferable AND eight (8) years of professional and responsible administrative and managerial experience, in the planning, zoning, and community development within local government environment is required. Experience in dissolution law is also desirable. Five (5) years' experience in a supervisory capacity is also required.

LICENSES/CERTIFICATIONS:

- State of California issued driver's license.
- American Institute of Certified Planners (AICP) certification preferable

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Knowledge of:

- Principles, theories, and practices of land use planning, zoning, community development, dissolution, economic development, building and safety, code enforcement, housing and redevelopment administration and environmental compliance
- State of California community redevelopment law and redevelopment practices
- Local, state, and federal laws, rules and regulations, and municipal code
- National Environmental Policy Act, California Environmental Quality Act, Subdivision Map Act, and Uniform Building and Safety Codes
- Principles and practices of organization, administration and personnel management, budget preparation and administration
- Community Development and housing policies and programs
- Financial and legal analysis of real estate
- Principles and practices of employee development, supervision, training, and performance evaluation

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This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required. Disaster Service Worker in compliance with California Government Code Section 3100.

- General laws and regulations affecting work.

Ability to:

- Explain community development policies and programs and procedures.
- Manage, prioritize, and track work and multiple projects simultaneously to meet deadlines.
- Identify, analyze, and resolve planning and inter and intra department problems and issues
- Plan, direct and control department administration, operations and workflows.
- Exercise ethical judgment and innovation in the delivery of services
- Develop and implement department policies and procedures.
- Prepare and make presentations to the City Council, Commissions, regional agencies, and advisory committees,
- Develop, control, and administer department budget and expenditures and collaborate on the housing authority and successor agency budgets.
- Identify, understand, and respond to public, City Council and Planning Commission concerns and needs.
- Interpret and apply city, federal, state, and local policies, procedures, rules and regulations and municipal codes.
- Operate a PC and related software
- Supervise, train, correct, motivate, and evaluate staff
- Communicate effectively verbally and in writing.
- Develop, gain, and maintain effective working relationships and cooperation through discussion and persuasion and conflict resolution.
- Attend evening or weekend meetings and events as required.

SUPPLEMENTAL INFORMATION: The physical and work environment described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is regularly required to sit and stand for long periods of time. Frequently use hands to finger, handle, or feel; reach with hands and arms; see, talk and hear; stoop, kneel, bend, twist, climb; and drive to City facilities and meetings. Regularly required to stand and walk; lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds or more. Specific vision abilities required by this job include close vision and ability to adjust focus.

WORK ENVIRONMENT:

While performing the duties of this job, the employee regularly works indoor and outdoor environments and travel to City facilities and attend events and meetings; occasionally drives to project sites to inspect conditions, respond to assessment requests. The noise level in the work environment is usually moderate and variable weather conditions and traffic. May be required to work various shifts, weekends, and holidays. Working irregular hours including evenings, nights, weekends, and holidays, as necessary; being available for call-back and automatic return to work within a reasonable response time for major emergencies, disasters, critical incidents and as otherwise required.

Employee's Signature/Date **Supervisor's Signature/Date**

_____ _____

(This position description accurately reflects my current job) (This position description reflects the employee's current job)

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required. Disaster Service Worker in compliance with California Government Code Section 3100.

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Vanesa Alvarez, Administrative Assistant

SUBJECT: **Minutes of the Lawndale Public Financing Authority, September 18, 2023**

RECOMMENDATION

Staff recommends that the City Council approve the minutes.

Attachments

A. 9-18-23 LPFA Minutes

ATTACHMENT A

DRAFT MINUTES OF THE
REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
LAWNDALE PUBLIC FINANCING AUTHORITY MEETING
September 18, 2023

A. CALL TO ORDER AND ROLL CALL

Chair Pullen-Miles called the meeting to order at 6:33 p.m. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California. *The Board met concurrently with the City Council; therefore, the minutes order and numbering reflect the concurrent meeting.*

Directors Present: Chair Robert Pullen-Miles, Vice Chair Sirley Cuevas, Director Bernadette Suarez, Director Pat Kearney, Director Rhonda Hofmann Gorman

Other Participants: Secretary Erica Harbison, Executive Director Sean M. Moore, General Counsel Greg M. Murphy, Assistant Secretary Yvette Hall, Assistant to Executive Director/Director of Human Resources Raylette Felton, , Los Angeles County Sheriff's Department Sergeant Justin Smith, Los Angeles County Fire Department Assistant Battalion Chief Martin Maher, Auditor/ Treasurer Hrant Manuelian, Municipal Services Director Michael Reyes, , Community Development Manager Jared Chavez, Public Works Director Lea Reis, Community Services Director Mike Estes

B. CEREMONIALS

Director Suarez led the flag salute and Secretary Harbison provided the inspiration.

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

None.

G. CONSENT CALENDAR

8. Annual Accounting of Lawndale Public Financing Authority Financial Activities
Recommendation: that the Board of the Lawndale Public Financing Authority receive and file the annual accounting of financial activities.

9. Minutes of the Lawndale Public Financing Authority Annual Meeting – November 7, 2022
Recommendation: that the Board of the Lawndale Public Financing Authority approve.

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

DRAFT

K. ADJOURNMENT

There being no further business to conduct, the Chair Pullen-Miles adjourned the meeting at 10:04 p.m.

_____
Robert Pullen-Miles, Chair

ATTEST:

_____
Erica Harbison, Secretary

Approved: May 6, 2024

DRAFT

CITY OF LAWNDALE

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

DATE:	September 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Raylette Felton, Deputy City Manager/Director of Human Resources Hrant Manuelian, Finance Director/City Treasurer
SUBJECT:	**Approve First Amendment to Contract Services Agreement with Michael Baker International for Planning Manager Services**

BACKGROUND

In August 2024, the Community Development Manager resigned from City employment. With the relative short notice and departure of this key position, the City of Lawndale's Community Development Department was understaffed leaving two (2) positions (Associate Planner and Administrative Assistant) to provide planning, zoning, general land use services, and administrative support for the City. Due to the immediate need to maintain the continuity of professional planning services and assist with the oversight of the Community Development Department, Michael Baker International was retained, within the City Manager's signing authority, based on the firm's background and immediate availability.

STAFF REVIEW

Preceding the departure of the Community Development Manager in August 2024, City staff requested proposals from professional firms (Civic Solutions, Munitemps, and Michael Baker International) to provide professional planning manager services. Unfortunately, due to the high demand and unavailability of planners, staff was able to obtain proposals from only two firms Civic Solutions, Inc. and Michael Baker International.

In September 2024, Michael Baker International was selected to immediately commence planning manager services in light of the department's staffing shortage. While the City has just recently filled the budgeted Associate Planner position, the Director of Community Services position is vacant. As such, it is staff's desire to amend the contract services agreement with Michael Baker International to continue to assist with the oversight of the daily activities of the department and other planning services as needed by the City Manager, pending the Director of Community Development recruitment efforts.

The current contract services agreement with Michael Baker International was established under the City Manager's signing authority, for a total contract sum amount of $14,950 for a six (6) month period (September 9, 2024, through April 30, 2025). Additional contract funding is necessary to maintain service levels. As such, staff is recommending the approval of a first amendment to the contract services agreement with Michael Baker International to increase the contract sum amount by $187,850, for a maximum contract sum not exceed $202,800. The consultant's current hourly rate will continue to be set at $195 per hour, between 36 to 40 hours per week. Any changes in duration will be discussed and approved in writing prior to implementation.

LEGAL REVIEW

The City Attorney's office has reviewed contract amendment and has approved it to form.

FISCAL IMPACT

A budget amendment of $202,800 is needed in account 279-410-530.100 Community Development Contract Services. We expect to have salary savings from the vacant Director of Community Development and Community Development Manager positions in excess of $210,000, which will be used to cover the cost of the consultant.

RECOMMENDATION

Staff recommends that City Council: a) approve the first amendment to the contract services agreement with Michael Baker International for Professional Planning Manager Services in a maximum contract sum not to exceed $202,800; and b) approve the budget amendment of $202,800 in account 279-410-530.100.

Attachments

A. First Amendment to Contract Services Agreement with Michael Baker International.pdf

B. Contract Services Agreement for Professional Planning Manager Services, Michael Baker International.pdf

ATTACHMENT A

First Amendment to Contract Services Agreeement for Professional Planning Manager Services with Michael Baker International

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL PLANNING MANAGER SERVICES – MICHALE BAKER INTERNATIONAL

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 16th day of September 2024, by and between the City of Lawndale, a municipal corporation (herein "City") and Michael Baker International, a Pennsylvania corporation authorized to do business in California ("Consultant"). The term Consultant includes professionals performing in a consulting capacity.

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Professional Planning Manager Services" (the "Agreement") effective on or about September 5, 2024; and

WHEREAS, the City and the Consultant now desire to amend the Agreement to extend the terms, as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement, as amended, is further amended in the following particulars only:

SECTION 1. Section 2.1 of the Agreement, entitled "Contract Sum", is hereby amended to increase the maximum Contract Sum from $14,950 to $202,800 to compensate the Consultant for professional planning manager services for the extension of this agreement.

SECTION 3. Except as expressly provided for in this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

[SIGNATURES NEXT PAGE]

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

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

By: _____
Name: Richard Beck
Title: Assistant Secretary

By: _____
Name: Dave Mercier
Title: Vice President

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

[END OF SIGNATURES]

ATTACHMENT B

Michael Baker International Contract Services Agreement, September 5, 2024

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

PROFESSIONAL PLANNING MANAGER SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 5th day of September, 2024, by and between the City of Lawndale, a municipal corporation ("City"), and Michael Baker International, Inc., a Pennsylvania Corporation authorized to do business in California ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of fourteen thousand nine hundred and fifty dollars ($14,950) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on September 9 ,2024 and continue in full force and effect until completion of the services no later than April 30, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,00.00 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 professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY 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

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

By: _____
Name: Richard Beck
Title: Assistant Secretary

By: _____
Name: Dave Mercier
Title: Vice President

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

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide Planning Manager services for the City's Community Development Department according to the Consultant's Scope of Services noted in the Contract Planning Manager Services Proposal attached hereto and incorporated herein as Exhibit "A-1". Services shall be provided during normal business hours, in person, as needed and requested by the City Manager.

The professional services to be provided by the Consultant in the area of planning and development, include, but not limited to: managing day-to-day tasks of the department; processing applications for developments, zoning changes, subdivisions and site reviews; assisting at the counter solving planning related problems; provide oversight to technical and support staff, contractor and consultants; providing information concerning development standards, zoning and current projects; conducting field inspections; preparing staff reports, for consideration and action by City Council and Planning Commission; attend planning commission meetings and City Council meetings; and other planning and development services as needed and assigned by the City Manager.

Michael Baker
INTERNATIONAL

We Make A Difference

August 12, 2024

Sean M. Moore, AICP, MPA, MPS
City Manager
14717 Burin Avenue, Lawndale, CA 90260
(310) 973-3200

RE: Proposal for providing Contract Planning Manager Services

Dear Mr. Moore,

Michael Baker International is pleased to submit this letter proposal to assist the City of Lawndale in providing Contract Planning Services.

Through our broad and varied experience providing assistance over multiple jurisdictions, we have developed a unique perspective on how to deliver these services efficiently. We value that perspective and use it to make a difference within the communities we serve; we go where we are needed, helping cities deal with the ebb and flow of workloads and priorities, all while maintaining our commitment to provide exceptional customer service.

Our team has access to the technical resources and support of Michael Baker's 4,000+ person organization, and we will draw on those resources as necessary in our service delivery.

Scope of Services:

We understand that the City of Lawndale would like to utilize Michael Baker International to provide a Contract Planning Manager for 36 hours per week, for a period of up to 4 months. Michael Baker is happy to provide a Planning Manager who can provide the following tasks:

- Review, analyze and process discretionary cases consistent with City codes, policies and standards.
- Prepare environmental analysis, including, but not limited to, Initial Studies and Negative Declarations, as required by the California Environmental Quality Act (CEQA).
- Prepare and file Notice of Determination (NOD) Notice of Exemption (NOE).
- Coordinate the preparation and filing of all required notices.
- Process development applications that are developer funded.
- Provide Plan check services
- Route plans to City departments; consolidate comments; and present recommendations and revisions to the applicant.
- Serve as case planner on entitlements of varying complexity.
- Prepare or update visual documents such as policy manuals, customer handouts, or FAQ's.
- Meet and/or teleconference with staff and/or the applicant as necessary to identify and discuss critical items and develop workable solutions, as necessary.
- Prepare staff reports, for consideration and action by the appropriate decision-making bodies.
- Prepare resolutions and/or ordinances related to proposed development projects.
- Prepare and coordinate the posting, publication and mailing of all required public notices.
- Perform other related duties as assigned by the Community Development Director/City Manager.

Key Staff:

- Aaron Lobliner- Department Manager
- Peter Kann- Principal Planner/Planning Manager

Peter Kann is an experienced Planning Manager with experience at multiple jurisdictions. His resume is included below:

Peter Kann

Principal Planner

Years of Experience: 13

Degrees
M.P.A., CSULB

B.S., Fire Protection and Administration, CSULA

General Qualifications

Mr. Kann has over 13 years of experience in the land use planning and development field. He is skilled in current and environmental planning, staff report writing, plan review, presentations to public hearing boards, preparing long-range planning documents, entitlements, and permitting.

Relevant Experience

Planning Manager, City of Artesia

Provided technical and administrative support for various City current and long range planning programs and in the implementation of the City's general plan as well as related policies and regulations. Assisted in the preparation and implementation of the 2021-2029 Housing Element Update. Project planner for various entitlements including Multifamily developments, Development Agreements, Zoning Code Amendments, and managing the day-to-day task of the Planning Department. Supervised planning technical and clerical staff to support their professional development, coordinate reviews and participate in the final work product to ensure consistency and great customer service. Processed a RFP for the development of a Botanical Garden. Project planner for adoption of a new Downtown Specific Plan and processing the EIR with Placeworks consulting firm.

Planner II, City of Phoenix.. Reviewed major OTC plan checks for consistency with the General Plan and Zoning Code. Process and review discretionary permits such as: Variance, Use Permits, Substantial Conformance Determination. Prepared staff reports and delivered presentations to the Hearing Officer on weekly basis.

Senior Planner, Ak-Chin Indian Community. Processed discretionary permits for improvements to the Community's Casino and Hotel Resort, new infrastructure projects such as new water canals, water pipeline, rehabilitation of roads within archaeological sensitive areas and in compliance with the Bureau of Indian Affairs regulations. Processed several NEPA documents for review by BIA staff. Project management and design of new Community Facilities such as water chillers, water treatment plans, new Senior Center, farming storage buildings, adoption of a new Preserved Sensitive Zone for enhanced archaeological and cultural protections.

Entitlements Manager, City of San Diego. Responsible for exclusively reviewing discretionary projects subject to the Hearing Officer, Planning Commission, and City Council within assigned geographical areas of San Diego., Processed applications for Capital Improvement Programs (new parks, libraries, Fire Station, water and sewer pipelines, and storm drains) within environmentally sensitive areas. Assisted in drafting amended Mitigated Negative Declarations and Mitigation and Monitoring Reporting Program for previously certified MNDs and EIRs. The other half of the duties include processing assigned entitlement applications such as Coastal Development Permits within the Coastal Zone, Site Development Permits within environmentally

sensitive lands, such as hillside review, federal protected wetlands protection, wireless telecommunication facilities, Airport Planning issues due to proximity within the Airport Influence areas of SD Regional Airport and Miramar Marine Base, and Substantial Conformance Reviews. Assisted in managing the 52 Community Plans and plan updates when necessary. Served as project planner securing entitlements for: New park improvements and trails within the Coastal Zone, Mission Bay Dredging Project to deepen the area for enhanced boat safety, Development Agreements for very large residential/commercial projects to be built in phases. Reviewed projects for compliance with the CA Subdivision Map Act such as Tentative Tract/Parcel Map, condo conversion map, easement and street dedications, easement vacations for vacated utilities as well as street vacations to eliminate paper streets..

Planning Technician, City of La Mirada. Managed the day-to-day tasks and assignments of the public counter. Served as case planner processing discretionary projects such as Conditional Use permits, Variance applications for relief from zoning standards, four-unit Tentative Parcel Map, issuance of plan check corrections letters, tracking submitted residential and commercial improvement projects, reviews of all proposed signs within the City, and rezoned various areas of the City in compliance with the assigned 1,700 housing units mandated by the City's Regional Housing Needs Assessment.

Pricing:

Peter's hourly rate would be $195 per hour in line with our rate sheet below. The hourly rates are fully burdened, and the City will only be billed for hours worked by our staff on-site at Lawndale's City Hall, or remotely as authorized by the City. The workload would consist of a combination of day-to-day services to fill staff vacancies, developer-funded (i.e., cost-recovery) projects, and long-range planning assistance funded with General Plan maintenance fees. Discrete not-to-exceed budgets would be established in the contract(s) for each of these roles. The cumulative cost for providing Peter's services for an approximate 4 month period beginning on September 2nd and ending on December 31st 2024, would be $126,360.

2024 RATE SHEET

Effective January 2024 through December 2024

Comprehensive Planning Services	
Project Director/Advisor	$270 - $355
Principal Planner	$195 - $270
Senior Planner	$135 - $195
Associate Planner	$105 - $135
Assistant Planner	$95 - $105
Planning Technician	$85 - $95

Rates are subject to a 3% annual increase.

If you have any questions regarding this proposal or wish to discuss any items, please contact Aaron Lobliner at 562-714-4079 or aaron.lobliner@mbakerintl.com.

Sincerely,

William Hoose
Office Executive/Vice President

Aaron Lobliner
Department Manager

Michael Baker
INTERNATIONAL

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide professional planning and development services on an as needed basis, expected to start at 36 hours per week. Consultant shall bill the City at the rate of $195 per hour for all services related to this Agreement and as identified in the Exhibit A - Scope of Services.

The City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. Commute time to and from the City is not billable.

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Raylette Felton, Deputy City Manager/Director of Human Resources
Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **First Amendment to Contract Services Agreement with Civic Solutions for Professional Planning Services**

BACKGROUND

Effective August 8, 2024, the Community Development Manager resigned from City employment. Due to the relatively short notice of the resignation and the immediate need to maintain the continuity of professional planning services for the City of Lawndale's Community Development Department, Civic Solutions, Inc. was retained, within the City Manager's signing authority, based on the firm's background and immediate availability.

STAFF REVIEW

With the departure of the Community Development Manager in August 2024, the Community Development Department was left with an Associate Planner and Administrative Assistant to provide planning, zoning, general land use services and administrative support for the department. Due to the department staffing shortage, staff immediately began searching for firms to provide temporary planning services for the department. However, due to the high demand and unavailability of planners in the industry, staff was able to obtain proposals from only two firms Civic Solutions, Inc. and Michael Baker International.

Civic Solutions was selected to provide immediate temporary assistance to the department by focusing on reviewing site plans and answering general zoning questions. The initial contract service agreement was established under the City Manager's signing authority, for a total contract sum amount of $14,950 for a six (6) month period, to provide immediate planning services. In efforts to continue to assist the department in meeting the needs of its customers, additional contract funding is needed to support the part-time consulting hours. As such, staff is recommending the approval of a first amendment to the contract services agreement with Civic Solutions, Inc. to increase the contract sum amount by $93,600, for a maximum contract sum not exceed $108,550. The consultant's current hourly rate will continue to be set at $150 per hour for 24 hours per week and all consultant hours spent reviewing site plans will be charged to the project's deposit, which will cover the cost for this service. Any changes in duration will be discussed and approved in writing prior to implementation.

LEGAL REVIEW

The City Attorney's office has reviewed contract amendment and has approved it to form.

FISCAL IMPACT

A budget amendment of $108,550 will be needed in account 279-410-530.100 Community Development Contract Services. With the Community Development Manager position now vacant the City is expected to have cost savings of $126,068 in salary and benefits. These saving will be used to offset the cost of this contract with Civic Solutions.

RECOMMENDATION

Staff recommends that City Council approve the first amendment to the contract services agreement with Civic Solutions, Inc. for professional planning services for a maximum contract sum not to exceed $108,550 and approve the budget amendment to account 279-410-530.100 for $108,550.

Attachments

A. First Amendment to Contract Services Agreement with Civic Solutions, Inc

B. Contract Services Agreement for Professional Planning Services with Civic Solutions, Inc.

ATTACHMENT A

First Amendment to Contract Services Agreeement for Professional Planning Services with Civic Solutions, Inc.

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL PLANNING SERVICES – CIVIC SOLUTIONS, INC.

This FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (the "First Amendment") is made and entered into this 16th day of September 2024, by and between the City of Lawndale, a municipal corporation (herein "City") and Civic Solutions, Inc, a California corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity.

RECITALS

WHEREAS, City and Consultant entered into that certain Agreement entitled "Contract Services Agreement for Professional Planning Services" (the "Agreement") effective on or about August 22, 2024; and

WHEREAS, the City and the Consultant now desire to amend the Agreement to extend the terms, as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement, as amended, is further amended in the following particulars only:

SECTION 1. Section 2.1 of the Agreement, entitled "Contract Sum", is hereby amended to increase the maximum Contract Sum from $14,950 to $108,550 to compensate the Consultant for professional planning services for the duration of this agreement.

SECTION 3. Except as expressly provided for in this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

[SIGNATURES NEXT PAGE]

Civic Solutions, Inc.

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

CONSULTANT:
Civic Solutions, Inc.
a California corporation

By: _____
Name: Thomas G. Merrell
Title: President

By: _____
Name: Thomas G. Merrell
Title: Secretary

Address: 27362 Calle Arroyo
San Juan Capistrano, CA 92675

[END OF SIGNATURES]

ATTACHMENT B

Civic Solutions, Inc. Contract Services Agreement, August 22, 2024

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

PROFESSIONAL PLANNING SERVICES

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

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of fourteen thousand nine hundred and fifty dollars ($14,950) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form. City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. If no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to

2.3

2.4 Consultant for correction and resubmission. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

2.5 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on August ___, 2024 and continue in full force and effect until completion of the services no later than March 28, 2025.

4.0 COORDINATION OF WORK

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

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

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

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

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner or means by which Consultant or employees, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Consultant as employees. Consultant shall not at any time or in any manner represent that it or any of its employees are employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. In the event that Consultant or any employee of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, and upon notification to the Consultant, and any such claim is not withdrawn within 10 days of said notification and such claim has not been dismissed by PERS within 30 days, Consultant shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Consultant or any staff Consultant used to provide services under this Agreement are employees of the City.

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less

than $1,000,00.00 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 professional liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782,8 applicable to services provided by a "design professional", Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Except as necessary for the performance of services under this Agreement, no documents prepared under this Agreement may be released by Contractor to any other person or entity without City's prior written approval.

6.4 Confidentiality of Information. All information gained or work product produced by Contractor in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law. Contractor, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena. If Contractor, or any officer, employee, or agent of Contractor, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct. Contractor must promptly notify City should Contractor, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response. All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

7.0 ENFORCEMENT OF AGREEMENT

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

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

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to

waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. 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 Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY 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

CONSULTANT:
Civic Solutions Inc., a California corporation

By: _____
Name: Thomas G. Merrell
Title: President

By: _____
Name: Thomas G. Merrell
Title: Secretary

Address: 27362 Calle Arroyo
San Juan Capistrano, CA 92675

APPROVED AS TO FORM

_____
Troy Tate
General Counsel for Civic Solutions, Inc.

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide temporary professional planning and development staff augmentation services for the City's Community Development Department according to the Consultant's Scope of Work attached hereto and incorporated herein as Exhibit "A-1". Services shall be provided during normal business hours, as needed and requested by the Community Development Department and City Manager.

Consultant tasks shall include, but not limited to:

Zoning Review & Customer Service

- Work with applicants, residents, and industry professionals at public counter
- Respond to phone and email inquiries relating to the planning and permitting process
- Respond to public records requests
- Perform planning application intake for developments, zoning changes, subdivisions, and site reviews
- Perform research and analysis
- Review construction plans for building permitting
- Review and process ministerial and administrative permit applications
- Calculate fees relating to planning application review and permits
- Maintain records

Development Review

- Work with applicants on submittal requirements and advise on the development review process
- Attend staff review and pre-application meetings
- Review and examine project applications and associated drawings, specifications, and supporting records to confirm compliance with the City's ordinances, policies, and guidelines
- Coordinate with and manage staff, technical professionals, and stakeholders
- Respond to inquiries from stakeholders from among the public and internal and external agencies and departments
- Manage the CEQA and other similar processes required by federal, state and local laws (e.g. NEPA, tribal consultation)
- Report issues of concern to appropriate staff
- Prepare draft staff reports, resolutions, ordinances, and other related documents
- Attend and present at Planning Commission, City Council, and other public meetings, as needed.

Other Services

- Interim staffing capacities
- Advance Planning initiatives, including but not limited to general plan/specific plan/zoning ordinance amendments, legislation review and implementation, etc. Other planning and development services as needed.

EXHIBIT "B"

SPECIAL REQUIREMENTS

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

EXHIBIT "A-1"

CIVIC SOLUTIONS

August 6, 2024

Mr. Sean Moore
City Manager
City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260

Subject: Professional Planning Services Proposal

Dear Mr. Moore:

This letter is provided to follow up on our discussions earlier today and serves as a proposal to perform professional planning services for your Department. As discussed, Civic Solutions is available to work with your Planning team, and the following are examples of the types of service we can provide:

Zoning Review & Customer Service

- Work with applicants, residents, and industry professionals at public counter
- Respond to phone and email inquiries relating to the planning and permitting process
- Respond to public records requests
- Perform planning application intake
- Perform research and analysis
- Review construction plans for building permitting
- Review and process ministerial and administrative permit applications
- Calculate fees relating to planning application review and permits
- Maintain records

Development Review

- Work with applicants on submittal requirements and advise on the development review process
- Attend staff review and pre-application meetings
- Review and examine project applications and associated drawings, specifications, and supporting records to confirm compliance with the City's ordinances, policies and guidelines
- Coordinate with and manage staff, technical professionals and stakeholders
- Respond to inquiries from stakeholders from among the public and internal and external agencies and departments

27362 Calle Arroyo
San Juan Capistrano, CA 92675
949.489.1442
www.civicsolutions.com

- Manage the CEQA and other similar processes required by federal, state and local laws (e.g. NEPA, tribal consultation)
- Report issues of concern to appropriate staff
- Prepare draft staff reports, resolutions, ordinances and other related documents
- Present at design review board, Planning Commission, City Council, and other public meetings.

In addition, we are capable of serving in interim capacities and working on Advance Planning initiatives, and through a subconsulting relationship with another local firm we can provide GIS programming, analysis, and mapping services.

All of Civic Solutions' professional planners are thoroughly vetted and must meet rigorous qualifications prior to employment. Two of those requirements are 1) a firm commitment to working in the public interest as an extension of our client counterparts, and 2) to have experience working with public agencies. With that commitment and experience, our objectives are to come alongside your team as seamlessly as possible, learn your codes, policies, procedures, and technology, and provide a high level of service throughout the duration of our engagement. As part of this, our staff will also strive to develop excellent working relationships with your staff and other internal and external stakeholders. In all things, Civic Solutions' staff embrace integrity, transparency, quality, courtesy, friendliness, and efficiency.

Thank you for this opportunity to submit this proposal, and we hope to be working with you and your staff in the near future!

Sincerely,
CIVIC SOLUTIONS, INC.

George Buell
Senior Vice President

Attachments:
1. Company Profile
2. Fee Schedule

27362 Calle Arroyo
San Juan Capistrano, CA 92675
949.489.1442
www.civicsolutions.com

CIVIC SOLUTIONS

Company Profile

Civic Solutions, Inc. was established in 1991 and has maintained its focused commitment to serve public agencies for over 30 years. We are a community development consulting firm that provides comprehensive planning, entitlement, and management services to municipalities, special districts and other public agencies. The firm is established around the principle that community planning and development ultimately serve the public interest.

The idea for Civic Solutions emanated from its founder Tom Merrell's passion for public service. After serving in various capacities in public Planning and Community Development departments as an employee, he started Civic Solutions by providing services for cities in the Southern California area and has grown the firm to provide urban planning and community development services state-wide.

We are a local business with company headquarters in San Juan Capistrano and a satellite office in the city of Ontario. The company is a California Corporation, and Tom Merrell serves as President and Chairman of the Board. Guided by the company philosophy that planning is for people, Civic Solutions is ideally equipped to successfully complete community development projects to the satisfaction of our clients and the communities we serve.

We provide "added value" service in all planning functions. The experienced professionals who staff our firm have extensive backgrounds in public sector service. Our services include all functions of a municipal planning department, including discretionary case processing, public information services, code compliance/plan checking, site visits, mitigation monitoring, code enforcement, zoning code amendments, architectural design guidelines, specific plans, policy planning, general plan updates, and management services. We provide support services in the form of graphics, design evaluation, analysis of alternatives, report writing, environmental impact documentation, annexations, grant writing, housing elements, citizen participation programs and other community development activities.

27362 Calle Arroyo
San Juan Capistrano, CA 92675
949.489.1442
www.civicsolutions.com

CIVIC SOLUTIONS

Professional Planning Services
City of Lawndale

FEE SCHEDULE

POSITION	HOURLY RATE
PRINCIPAL PLANNER	$165
SENIOR PLANNER	$150
ASSOCIATE PLANNER	$140
ASSISTANT PLANNER	$130
PLANNING TECHNICIAN	$120

Rates are in effect only for FY '24-'25, and are subject to annual review and adjustment on July 1 each year thereafter.

The above hourly rates apply only to authorized services provided under the scope and contract, and do not apply to contract administration activities such as invoicing, contract performance discussions, etc. Work performed on a time and material basis will be billed monthly, and will be due in accordance with the terms of the contract.

REIMBURSABLE EXPENSES

- Reproductions of plans
- Large duplication or document publishing projects
- Specialized graphic projects
- Transmittals sent via USPS, FedEx, UPS, etc.

CONTACT INFORMATION

Corporate Name	Civic Solutions, Inc.
Corporate Office	27362 Calle Arroyo, San Juan Capistrano, CA 92675
Phone	(949) 489-1442
Web Address	www.civicsolutions.com
Federal Tax ID	33-0689860
President	Thomas G. Merrell
Senior Vice President	George Buell

8/2024

CIVIC SOLUTIONS

Highlights

- Advance Planning
- Discretionary Permit Processing
- Environmental Review
- Zoning Investigation
- Team Training & Building
- Design Review
- CEQA Review
- Field Surveys
- General Plan Amendments
- Public Outreach

Education

Master of Arts in Urban & Regional Planning with an Emphasis in Community Development, California State Polytechnic University, Pomona, California

Bachelor of Science in Applied Mathematics with a Specialization in Computing, University of California, Los Angeles, California

Technical Skills

Microsoft Suite
Virtual Training & Facilitation

TERESA L. BATSON

SENIOR PLANNER

Ms. Batson is a professional planner with over 13 years of experience, and she has substantial experience in advance planning, discretionary permit processing, field surveys, environmental review, and public outreach. She has processed zone changes, conditional use permits, and a variety of land development entitlements. Ms. Batson is a detail-oriented planner who excels at customer service, leadership, writing, and problem-solving.

Highlights of Ms. Batson's experience include:

Civic Solutions, Senior Planner, 2023-Present
Responsible for project management of advance and current planning projects including conducting discretionary project review, processing zone changes, and managing general plan and specific plan amendments. Conducts research and inter-departmental coordination and prepares staff reports, resolutions and public hearing notices. Ms. Batson's planning reports include recommendations and supporting data for presentation to and consideration by Planning Commissions and other public bodies, and she works cooperatively with clients and their representatives to resolve issues and alter designs when necessary. Monitors budgets and prepares invoices for deposit-based discretionary cases. Provides excellent customer service to property owners, applicants, design professionals, and other stakeholders.

City of Los Angeles, Planning Department, Community Planning Division, City Planner, 2018-2022
Managed the Harbor Gateway Community Plan Update Program. Duties included leading a team of two staff members in performing background research, conducting field surveys, analyzing demographic data, evaluating environmental impacts, and drafting environmental review documents. Also, edited technical documents and prepared the draft Community Plan Update. Planned and hosted public outreach/engagement events in collaboration with colleagues, council office staff, neighborhood council members, and other community stakeholders. Responsibilities included overseeing the adoption process of general plan amendments, and zone changes associated with the South-Harbor Community Plan Areas. Collaborated with other agencies and jurisdictions to ensure projects were in compliance with state and local legislation, conducted training for Planning Department staff, and served on interview panels for positions within the department.

City of Los Angeles, Planning Department, Condition Compliance Unit and Expedited Processing Section, Planning Assistant, 2016-2018
Processed conditional use permits for alcohol sales. Duties included reviewing pre-application submittals, performing background research, preparing Initial Studies in conformance with the City of Los Angeles

environmental guidelines and CEQA. Collaborated with other City departments and State agencies, preparing hearing notices, writing and technical editing of staff reports, and performing condition clearances.

City of Los Angeles, Planning Department, Zoning Administration Division and Community Planning Bureau, Planning Assistant, 2006- 2011
Conducted background and zoning investigations of nuisance commercial uses in the City. Analyzed land use impacts in order to impose land use conditions to mitigate and eliminate nuisance activities on properties and prepared presentations and staff reports for Zoning Administrator hearings. Reviewed land use development projects ranging from historic preservation projects to large-scale commercial projects. Managed the entitlement process for each project including conducting design and site plan review, analyzing neighborhood compatibility, conducting initial studies, preparing CEQA documentation, and writing letters of determination. Presented proposed land use projects and general plan amendments to the City Planning Commission and other decision-making bodies.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Consultant shall provide professional planning and development services on an as needed basis, expected to start at 24 hours per week. Consultant shall bill the City at the rate of $150 per hour for all services related to this Agreement and as identified in the Exhibit A - Scope of Services.

The City will pay Consultant upon City's receipt of a written invoice provided by Consultant no more than monthly. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. Commute time to and from the City is not billable.

Attachment A

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

COUNTY OF LOS ANGELES - TENANT

CITY OF LAWNDALE - LANDLORD

15331 S PRAIRIE AVENUE

LAWNDALE, CA. 90260

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease"), dated as of _____, 2024 ("Effective Date"), is entered into by and between the CITY OF LAWNDALE, a municipal corporation ("Landlord" or "City"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" of "County"), who agree as follows:

RECITALS

A. WHEREAS, Landlord is the owner of certain real property located in the City of Lawndale, County of Los Angeles, State of California, consisting of approximately 17,331 square feet of land and commonly known as 15331 S Prairie Avenue Lawndale, CA. 90260 ("Property"). The Property is legal described as set forth in the attached Exhibit "A".

B. WHEREAS, Landlord has leased the Property to Tenant for over fifteen years and wishes to continue to lease the Property which consists of a one-story building of approximately 3,200 square feet of floor area and 18 exclusive onsite parking spaces ("Premises"). A depiction of the Premises is set forth in the attached Exhibit "B".

C. WHEREAS, Tenant operates a county Sheriff Department and wishes to lease the Premises from Landlord for use as a Sheriff substation and related uses.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Use of Premises. Tenant shall operate the building and appurtenances thereto as a Sheriff substation facility and for other governmental purposes incidental thereto and will integrate this facility into the over-all County Sheriff Department that services to the residents of the City of Lawndale and/or the County of Los Angeles. Use as a Sheriff substation facility includes uses such as office use in furtherance of substation purposes (collectively the "Permitted Use"). Tenant shall not use the Premises for any business or purpose, other than the Permitted Use, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed.

2. Term and Termination.

   a. Term. The term of this Lease commences ("Commencement Date") on the Effective Date, which shall be the first day of the month following mutual execution of this document and shall continue for a period of sixty (60) months, unless earlier terminated, and expires sixty (60) months from the "Commencement Date."

   b. Option: Tenant shall have the option to elect one, five (5) extension of this Lease under the same terms, conditions and rental rate as contained herein for the Initial Term. These options shall be exercised by delivery of a letter from the Tenant's Chief Administrative Officer to Landlord not less than sixty (60) days prior to expiration of the then current Term, or within such shorter time as Landlord may agree to in writing. Tenant must be in compliance with all material

terms of this Lease on the date the Tenant exercises its option for such option notice to be effective. The Lease shall automatically terminate at the expiration of the then-current Term if Tenant is not in compliance with all material terms of this Lease at the time Tenant elects to exercise any of its options.

c. Early Termination. Tenant will have the right to terminate the Lease for any reason at any time following the Commencement Date of the Lease. Such right may be exercised by Tenant on sixty (60) days' written notice to Landlord.

3. Base Rent. Consideration for this Agreement is Tenant's compliance with the terms and conditions contained herein and shall be on a gratis basis

4. Utilities. Tenant will pay for all utility services used in connection with the Leased Premises, including, but not limited to, water, sewer, trash collection services, pest control, telephone, electric, and gas, as may be required in the operation and use of the Premises.

5. Maintenance and Janitorial Services.

a. Tenant agrees to repair, and maintain as necessary (but not to replace) at Tenant's own expense the entire interior and exterior of the Premises. Tenant's responsibility shall include lamps and tubes, exposed plumbing, windows, window coverings, fire extinguishers, floor coverings, the sewer system, the grounds, parking spaces whether surface or structured parking (including resurfacing, re-striping, landscaping, sweeping and provision of adequate lighting, as applicable), and the basic structure. Basic structure is agreed to include: all permanent exterior and interior walls, floors and ceilings, roof, fence, concealed plumbing, concealed electrical systems, and heating, ventilating and air conditioning system and fire sprinklers, if applicable. Tenant shall return the Premises to Landlord in as good a condition as when leased, ordinary wear and tear and damage by the elements excepted.

b. Landlord shall be responsible for replacing items or building components at the Premises that deteriorate beyond regular repair and maintenance by Tenant in Tenant's reasonable determination.

c. The parties hereto specifically agree that the obligations of the lessee are limited exclusively to the repair and maintenance of the items set forth herein, and in the event that said items wear out or fail beyond repair as a result of ordinary wear and tear, damage by earthquake, fire or the elements, and/or other public disaster or casualty, the Landlord shall replace said items at its own expense.

6. Alterations and Additions.

a. Landlord Consent.

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved

the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

(i) complies with all Applicable Laws; and

(ii) will not materially affect the systems or structure of the Building.

Notwithstanding the foregoing or any language to the contrary, Tenant is granted the right by Landlord to renovate and refurbish the Sheriff substation at any time and Tenant shall construct Alterations in the Premises in accordance with the terms of the Lease and mutually approved plans per County specification. Tenant and Tenant's contractors shall be required to comply with prevailing wage requirements under California Labor Code Section 1720 et. seq., if applicable.

b. End of Term.

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

7. Compliance with Laws. Tenant agrees that Tenant and Tenant's use of the leased areas described above will at all times be in strict compliance with all federal, state, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued ("Applicable Laws"). Applicable Laws shall also include government measures regulating or enforcing public access, occupational, health, or safety standards for employers, employees, landlords, or tenants. Tenant shall, at Tenant's expense, comply promptly with all Applicable Laws in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all Applicable Laws in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

8. CASp Inspection:

a. In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:

[Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution

of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. If requested, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

b. Landlord agrees to indemnify and hold harmless Tenant from all damages, costs, and expenses, which result from a material breach of Landlord's representations contained in this section.

9. Insurance.

I. General Insurance Provisions - Landlord Requirements

Without limiting the Landlord's indemnification of Tenant and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Landlord shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Landlord pursuant to this Lease. The Tenant in no way warrants that the Required Insurance is sufficient to protect the Landlord for liabilities which may arise from or relate to this Lease.

A. Evidence of Coverage and Notice to Tenant

- Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming Tenant and its Agents (defined below) has been given Insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

- Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand ($25,000.00) dollars, and list any Tenant required endorsement forms.

- Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

  County of Los Angeles
  Chief Executive Office - Real Estate Division
  320 West Temple Street, 7th Floor
  Los Angeles, CA 90012
  Attn: Senior Manager

  Landlord also shall promptly notify Tenant of any third-party claim or suit filed against Landlord which arises from or relates to this Lease and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

B. Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Tenant and its Agents), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The full policy limits and scope of protection also shall apply to the Tenant as an

additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Landlord shall provide the Tenant with, or Landlord's insurance policies shall contain a provision that the Tenant shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the Tenant at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the Tenant, upon which the Tenant may suspend or terminate this Lease.

D. Failure to Maintain Insurance

Landlord's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may withhold payments due to Landlord, and/or suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Landlord resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Landlord, deduct the premium cost from sums due to Landlord or pursue Landlord reimbursement.

E. Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

F. Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage.

G. Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR. The Tenant retains the right to require Landlord to reduce or

eliminate policy deductibles and SIRs as respects the Tenant, or to provide a bond guaranteeing Landlord's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

I. Claims Made Coverage

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

J. Application of Excess Liability Coverage

Landlord may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

K. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

L. Tenant Review and Approval of Insurance Requirements

The Tenant reserves the right to review and adjust the Required Insurance provisions, conditioned upon Tenant's determination of changes in risk exposures.

II. Insurance Coverage Types and Limits

A. Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below. Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$ 2 million
Products/Completed Operations Aggregate:	$ 1 million
Personal and Advertising Injury:	$ 1 million
Each Occurrence:	$ 1 million

B. Landlord Requirements: Landlord, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding

of its liabilities). During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$ 10 million
Products/Completed Operations Aggregate:	$ 10 million
Personal and Advertising Injury:	$ 5 million
Each Occurrence:	$ 5 million

(2) Commercial Property Insurance. Such insurance shall:

- Provide coverage for Tenant's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

- Be written for the full replacement cost of the property, with a deductible no greater than $250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Tenant and Landlord as their interests may appear.

III. Waiver

A. Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

10. Indemnification.

a. The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

b. The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

11. Taxes. Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

12. Holdover. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon thirty (30) days written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee, and subject to all of the terms, covenants and conditions of this Lease.

13. Sublease or Assignment. Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent.

14. Default.

I. The occurrence of any one or more of the following shall constitute a default by Tenant:

a. Tenant Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

(i) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;

(ii) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

b. Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

c. No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

II. The occurrence of any one or more of the following shall constitute a default by Landlord:

a. Landlord Default

Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within thirty (30) days after the giving of written

notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under this Lease); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

(i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;

(ii) to pursue the remedy of specific performance;

(iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or

(iv) to terminate this Lease.

b. Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this section be construed to obligate Tenant to undertake any such work.

15. Landlord Entry. Tenant shall permit Landlord and its agents to enter the Premises during Tenant's regular hours of operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

16. Surrender of Premises. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

17. Notices. Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Premises address.

Notices must be given by personal delivery (including by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of personal

delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service.

The notice addresses of the parties are as follows:

If to Landlord:

City of Lawndale
14717 Burin Avenue
Lawndale, CA 90260
Attention: Sean Moore
City Manager

If to Tenant:

County of Los Angeles
Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012
Attn: Senior Manager

18. Quiet Enjoyment. So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

19. General.

a. Headings. Titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

b. Successors and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

c. Brokers. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten days after the execution of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease, as set forth in a separate written agreement between Landlord and Landlord's broker, a copy of which has been delivered by Landlord to Tenant prior to the execution of this Lease.

d. Entire Agreement. This Lease is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the building and other matters set forth in this Lease. No prior

agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

e. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

f. Governing Law and Venue. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

g. Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

h. Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

i. Consent. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

j. Community Business Enterprises. Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit "C" attached hereto.

l. Counterparts; Electronic Signatures. This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original,

faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

20. Authority. Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

21. Acknowledgement By Landlord.

Landlord acknowledges that it is aware of the following provisions:

a. Consideration of GAIN Program Participants. Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

b. Solicitation of Consideration. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this section, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

c. Landlord Assignment.

(i) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this section are met.

(ii) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this section shall be void.

(iii) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage-backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.

(iv) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of $500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult

to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.

(v) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.

(vi) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this section.

(vii) The provisions of this section shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

d. Smoking in County Facilities. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-

smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

[Signatures to Follow]

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

CITY OF CITY OF LAWNDALE,
a municipal corporation

By: _____
Sean M. Moore, City Manager

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

EXHIBIT A
(Legal Description Property)

TR=LAWNDALE ACRES (EX OF ST) LOT 13

West 115.5 feet of Lot 12 of Block 46 of the Lawndale Acres Tract M.B. 10-122.

EXHIBIT B
(Depiction of the Leased Premises)

The "Premises") is located at 15331 Prairie Avenue, in the City of Lawndale, County of Los Angeles, State of California, more particularly described as follows: West 115.5 feet of Lot 12 of Block 46 of the Lawndale Acres Tract M.B. 10-122.

EXHIBIT C

COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)

1. Firm Name: _____

2. Address: _____

_____

_____

3. Contact Person/Telephone Number: _____

4. Total number of employees in the firm: _____

5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) _____

2. Total Number of Ownership/Partners, Etc.: _____

3. Provide the percentage of ownership in each category.	All Employees	Women
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		

III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION

Is your firm currently certified as a minority owned business firm by the:
State of California? ☐ Yes ☐ No
City of Los Angeles? ☐ Yes ☐ No

Federal Government? ☐ Yes ☐ No

Section D. OPTION TO PROVIDE REQUESTED INFORMATION

☐ We do not wish to provide the information required in this form.

Firm Name: _____

Signature/Title: _____
Date: _____

CITY OF LAWNDALE

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

DATE:	September 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director Hrant Manuelian, Finance Director/City Treasurer Nick Petrevski, Associate Engineer
SUBJECT:	**Amendment No. 1 to the Cooperative Agreement #D1104 for Metro Active Transport (MAT) Program**

BACKGROUND

On January 28, 2021, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") Board of Directors approved $6,600,000 in Measure M Metro Active Transport (MAT) Funds over five years for the design and construction of the Redondo Beach Boulevard Active Transportation Project, Metro Project #01104 (Project). Since then, City staff have been working with LACMTA's staff and consultant to advance the project through the planning, public outreach, and conceptual design stages. The purpose of the project is to improve pedestrian and bicycle amenities between El Camino College and Dominguez Park in Redondo Beach.

The Project proposes improved and new bicycle and pedestrian facilities along Redondo Beach Boulevard, Grant Avenue, Ripley Avenue, Lilienthal Lane, and 190th Street. The Project will connect and improve pedestrian and bicycle facilities from the Dominguez Channel Greenway at El Camino Community College to the east to Dominguez Park in Redondo Beach to the west. Project Co-Sponsors include the Cities of Lawndale and Redondo Beach, along with the Los Angeles County Department of Public Works.

STAFF REVIEW

The LACMTA Board action included $351,900 in funding for preliminary design, including early planning, environmental/planning, and the development of construction plans, specifications and estimates (PS&E) (up to a 15%-level design). LACMTA agreed to lead the implementation of the first phase of the Project. The City and other agencies signed a Cooperative Agreement allowing Metro to use these funds on behalf of the Project. The Cooperative Agreement addresses the roles and responsibilities of the Co-Sponsors, and was approved by the Lawndale City Council on February 7, 2022. The City has no financial obligations for this phase.

At this time, LACMTA is seeking to increase the programmed funding amount identified in the Cooperative Agreement for the preliminary design phase from $351,900 to $410,900 based on Metro's actual contract with the consultant for this work. Redondo Beach, Lawndale and County staff have no obligation to the proposed adjustment.

LEGAL REVIEW

City Attorney has reviewed and approved the staff report.

FISCAL IMPACT

There is no fiscal impact as a result of this item. The Project and preliminary design work is funded entirely by the $6.6M LACMTA grant.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Amendment No. 1 to the Cooperative Agreement #D1104 for Metro Active Transport (MAT) Program.

Attachments

A. Amendment No 1 Measure M Cooperative Agreement MAT Program.pdf

B. Measure M Agreement.pdf

ATTACHMENT A

AMENDMENT NO. 1
MEASURE M COOPERATIVE AGREEMENT
METRO ACTIVE TRANSPORT (MAT) PROGRAM

This Amendment No. 1 to the Cooperative Agreement (the "Amendment"), is dated as of September 27, 2023, by and between the City of Redondo Beach, Los Angeles County Department of Public Works (LACDPW), and City of Lawndale ("PROJECT CO-SPONSORS") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS

A. PROJECT SPONSORS and LACMTA entered into that certain Cooperative Agreement No. 9200000000MATD1104, dated August 19, 2021, (the "Existing CA"), which Existing CA provides for the Redondo Beach Active Transportation Project for Early Planning, Environmental/Planning, and Plans, Specifications and Estimates (PS&E) (up to 15%-level design), (the "Project"); and

B. WHEREAS, the PROJECT SPONSORS and LACMTA desire to program an additional $59,000 in Measure M Funds from $351,900 to $410,900. This amount is within the Board authorized budget for the PROJECT; and

C. WHEREAS, the Funds are currently programmed for the Project as follows: $33,000 in Measure M Funds in FY 2021-22, and $377,900 in Measure M Funds in FY 2022-23; and

D. PROJECT SPONSORS and LACMTA desire to amend the Existing CA as provided herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing CA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure M Funds are available; LACMTA shall program the Measure M funds in the amount of $410,900 (the "Funds") for the PROJECT. The Funds are programmed over two years for Fiscal Years (FY) FY 2021-22 and FY 2022-23."

2. Part I, Paragraph 10 of Existing CA is hereby amended to change LACMTA's project manager to Cameron Palm, phone 213.547.4276, email palmc@metro.net.

3. Part I, Paragraph 11 of Existing CA is hereby amended to change PROJECT CO-SPONSORS' project manager to Andrew Winje, phone 310.318.0661, email Andrew.Winje@redondo.org for City of Redondo Beach, Maggie Cheung, phone 626.979.5464, email mcheung@dpw.lacounty.gov for LACDPW, and Nick Petrevski, phone 310.973.3265, email NPetrevski@lawndalecity.org for City of Lawndale.

4. Attachment A of the Existing CA is hereby replaced by Attachment A-1 attached.

5. Except as expressly amended hereby, the Existing CA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing CA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment No. 1 to the CA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 4/18/24
Deputy

PROJECT CO-SPONSORS:

City of Redondo Beach

By: _____ Date: _____
William C. Brand
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Michael W. Webb
City Attorney

ATTEST:

By: _____ Date: _____
Eleanor Manzano
City Clerk

Los Angeles County Department of Public Works

By: _____ Date: _____
Steve Burger
Deputy Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
Deputy

City of Lawndale

By: _____ Date: _____
Robert Pullen-Miles
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Burke, Williams & Sorensen, LLP
City Attorney

ATTACHMENT A-1 -PROJECT FUNDING

Measure M MAT - ATC Program - Cooperative Agreement Projects - CA.9200000000MATD1104

Project Title: Redondo Beach Boulevard Active Transportation Project Project#: D1104

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY 2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING									
MEASURE M MAT FUNDS			$ 33,000	$ 377,900				$ 410,900	
SUM PROG LACMTA FUNDS	$ -	$ -	$ 33,000	$ 377,900				$ 410,900	**100%**
OTHER NON LACMTA FUNDING:									
LOCAL:								$ -	0%
STATE:								$ -	0%
FEDERAL:								$ -	0%
PRIVATE OR OTHER:								$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -			$ -	**0**
TOTAL PROJECT FUNDS	$ -	$ -	$ 33,000	$ 377,900	$ -	$ -	$ -	$ 410,900	**100%**

ATTACHMENT B

MEASURE M COOPERATIVE AGREEMENT
METRO ACTIVE TRANSPORT (MAT) PROGRAM

This Cooperative Agreement ("CA") is made and entered into effect as of August 19, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority (hereinafter, "LACMTA") and City of Redondo Beach, Los Angeles County Department of Public Works (LACDPW), and City of Lawndale (hereinafter, "PROJECT CO-SPONSORS") for the Redondo Beach Boulevard Active Transportation Project for Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design), LACMTA Project ID# D1104, (hereinafter referred to as the "PROJECT"). This Project is eligible for funding under Line 47 of the Measure M Expenditure Plan.

RECITALS:

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017; and

WHEREAS, the LACMTA Board, at its January 28, 2021 meeting, programmed $351,900, in Measure M Funds to LACMTA for Early Planning; Environmental/Planning; and PS&E (up to 15%-level design), subject to the terms and conditions contained in this CA; and

WHEREAS, the PROJECT CO-SPONSORS requested LACMTA to lead the implementation of the PROJECT; and

WHEREAS, LACMTA will enter into a contract to complete the PROJECT at the request of, and on behalf of, the PROJECT CO-SPONSORS; and

WHEREAS, this CA defines the specific terms, conditions, and responsibilities between LACMTA and PROJECT CO-SPONSORS for the implementation of the PROJECT; and

WHEREAS, the Funds are currently programmed as follows: $351,900 in Measure M Funds in Fiscal Years (FY) FY 2021-22, and FY 2022-23. The total designated for Early Planning; Environmental/Planning; and PS&E (up to 15%-level design) of the Redondo Beach Boulevard Active Transportation Project is $351,900.

NOW, THEREFORE, LACMTA and PROJECT CO-SPONSORS (hereinafter referred to as "PARTIES") hereby agree as follows:

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

1. Part I – Specific Terms of the CA
2. Part II – General Terms of the CA
3. Attachment A – Project Funding
4. Attachment B – Intentionally Omitted

5. Attachment C – Scope of Work
6. Attachment D – Bond Requirements
7. Attachment E – Complete Streets Policy Self Certification
8. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: for Tammy Pan Date: 3/3/2022
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: Date: 9/14/2021
Deputy

PROJECT CO-SPONSORS:

City of Redondo Beach

By: Date: 10/8/21
William C. Brand
Mayor

APPROVED AS TO FORM:

By: Date: 10/6/2021
Michael W. Webb
City Attorney

ATTEST:
Eleanor Manzano, City Clerk

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Los Angeles County Department of Public Works

By: _____ Date: 10/12/2021

David MacGregor
Deputy Director

City of Lawndale

By: _____ Date: 2-4-22
Robert Pullen-Miles
Mayor

APPROVED AS TO FORM:

By: _____ Date: 2/22/22
Burke, Williams & Sorensen, LLP
City Attorney

PART I
SPECIFIC TERMS OF THE CA

1. Title of the PROJECT: Redondo Beach Boulevard Active Transportation Project –Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design). LACMTA Project ID# D1104.

2. Programmed Funds:

   2.1 Programmed Funds for this Project consist of Measure M Funds.

   2.2 To the extent the Measure M Funds are available; LACMTA shall program the Measure M funds in the amount of $351,900 (the "Fund") for the PROJECT. LACMTA Board of Directors' action of January 28, 2021 programmed the Measure M Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) FY 2021-22 and FY 2022-23.

3. **Attachment A** the "Project Funding" documents all sources of funds programmed for the PROJECT as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the PROJECT CO-SPONSORS Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the PROJECT are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

4. **Attachment C** is the "Scope of Work". LACMTA shall complete the PROJECT as described in the Scope of Work. This Scope of Work shall include a detailed description of the PROJECT and the work to be completed,. No later than December 31 of each year, LACMTA shall notify PROJECT CO-SPONSORS if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work.

5. If PROJECT CO-SPONSORS fails to demonstrate timely use of funds or perform its obligations set forth in Part II, Section 9, LACMTA will have the option to suspend or terminate the CA for default as described in Part II, Section 10 herein below.

6. No changes to this CA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original CA, approved and signed by both PARTIES.

7. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to PROJECT CO-SPONSORS. PROJECT CO-SPONSORS shall ensure that the expenditure of the Funds disbursed to PROJECT CO-SPONSORS does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment D** to this Agreement. PROJECT CO-SPONSORS agrees to provide

LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, PROJECT CO-SPONSORS shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the PROJECT, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

8. PROJECT CO-SPONSORS shall comply with the Metro Complete Streets Policy, adopted October 2014. PROJECT CO-SPONSORS must have an adopted Complete Streets Policy, an adopted City/County Resolution supporting Complete Streets, or an adopted General Plan consistent with the California Complete Streets Act of 2008. This shall be demonstrated through completion of the Complete Streets Self-Certification form attached as **Attachment E**.

9. No changes to the (i) Programming amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this CA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and PROJECT CO-SPONSORS. Modifications that do not materially affect the terms of this CA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by PROJECT CO-SPONSORS and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Carolyn Mamaradlo
LACMTA Project Manager
Mail Stop: 99-22-6
Phone: (213) 922-5529
Email: MamaradloC@metro.net

11. PROJECT CO-SPONSORS' Address:

City of Redondo Beach
415 Diamond St, Redondo Beach, CA 90277
Brad Lindahl
Phone: (310) 318-0661
Email: Brad.Lindahl@redondo.org

Los Angeles County Department of Public Works (LACDPW)
900 S. Fremont Ave, Alhambra, CA 91803
Andrew Ross
Phone: (626) 300-4586
Email: AROSS@dpw.lacounty.gov

City of Lawndale
4722 Manhattan Beach Blvd, Lawndale, CA 90260
Julian Lee
Phone: (310) 973-3260
Email: jlee@lawndalecity.org

PART II
GENERAL TERMS OF THE CA

1. TERM

The term of this CA shall commence on the Effective Date of this CA and shall terminate upon the completion of the agreed upon Scope of Work, unless terminated earlier as provided herein.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the PROJECT, LACMTA may suspend or terminate this CA by giving written notice to PROJECT CO-SPONSORS at least thirty (30) days in advance of the effective date of such suspension or termination. If PROJECT is suspended or terminated pursuant to this section, LACMTA will not program funds to the PROJECT.

3. SCOPE OF AGREEMENT

This CA specifies the roles and responsibilities of both of the PARTIES as they pertain the PROJECT addressed herein. LACMTA and PROJECT CO-SPONSORS agree that each will cooperate and coordinate with the other in all activities covered by this CA.

4. RESPONSIBILITIES OF LACMTA

LACMTA agrees to the following responsibilities for funding and implementation of the PROJECT:

4.1 LACMTA shall serve as the implementing agency for PROJECT, responsible for managing the scope, cost, schedule, and quality of the work activities and products of the PROJECT as stated herein.

4.2 LACMTA shall manage and implement the PROJECT pursuant to the approved Scope of Work in Attachment C.

4.3 LACMTA shall procure all necessary consultants and subconsultants for the PROJECT.

4.4 LACMTA shall review and approve final deliverables submitted by consultants and subconsultants.

4.5 LACMTA shall lead and facilitate regularly scheduled meetings, conference calls, workshops, and planning sessions.

4.6 LACMTA shall facilitate ongoing coordination with all parties involved in or impacted by the PROJECT.

4.7 LACMTA shall lead all communications, marketing and branding efforts for the PROJECT.

4.8 LACMTA shall assure adherence to the schedule of the PROJECT.

4.9 LACMTA shall develop a review process for deliverables that establishes a timeline and specifies the number of rounds of review to address any comments and finalize products.

5. RESPONSIBILITIES OF PROJECT CO-SPONSORS

PROJECT CO-SPONSORS agrees to the following responsibilities for implementation of the PROJECT:

5.1 PROJECT CO-SPONSORS shall each identify and commit a specific project liaison/coordinator responsible for coordinating among functional departments or groups within the jurisdiction and serves as a single point of contact for LACMTA.

5.2 Each PROJECT CO-SPONSORS liaison/coordinator shall participate as a member of the project team in regularly scheduled meetings, conference calls, workshops, and planning sessions as part of the team.

5.3 PROJECT CO-SPONSORS shall notify LACMTA in writing of any personnel changes.

5.4 PROJECT CO-SPONSORS shall hereby authorize LACMTA to be the lead for the PROJECT, to procure and manage all necessary consultants and subconsultants, and implement the PROJECT pursuant to the approved Scope of Work in Attachment C.

5.5 PROJECT CO-SPONSORS shall waive all fees associated with local agency permits that may be required of consultants, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

5.6 PROJECT CO-SPONSORS shall provide all local information pertinent to the PROJECT in a timely manner to allow for efficient PROJECT delivery.

5.7 PROJECT CO-SPONSORS shall have 21 Working Days to review and provide comments on major milestone deliverables for the PROJECT such as planning documents, environmental documents, and construction documents and their associated incremental design development plan sets. If no comment on a deliverable is provided to LACMTA in that time period, LACMTA shall determine no comment on that given deliverable.

5.8 PROJECT CO-SPONSORS hereby agree that LACMTA shall have ultimate authority to make decisions regarding deliverables under the contract.

5.9 PROJECT CO-SPONSORS shall defer to LACMTA for all communications, marketing, and branding efforts for the PROJECT.

5.10 PROJECT CO-SPONSORS shall be responsible for other program requirements as specified in this agreement and in the MAT Program Cycle 1 solicitation including but not limited to development of the Public Participation Plan, certification of compliance with the LACMTA Complete Streets Policy, and performance evaluation.

5.11 PROJECT CO-SPONSORS herby agree to provide PROJECT reports to the LACMTA Project Manager according to the schedule and process.

6. RESPONSIBILITES OF ALL PARTIES

6.1 PARTIES shall attend meetings on major milestone deliverables and community engagement for the PROJECT and related, concurrent projects, as necessary.

6.2 PARTIES shall agree upon a set of standards and/or best practices for engineering, design and permit submittal format.

6.3 PARTIES shall discuss, draft, and execute an agreement addressing the ownership, operations and maintenance of the PROJECT. Such an agreement shall include but not be limited to such elements as recitals, responsibilities, indemnity, funding, invoicing, audit provisions and general conditions.

6.4 PARTIES shall work together to arrive at final deliverables for the PROJECT (project phase).

6.5 PARTIES agree to review all deliverables related to the PROJECT.

6.6 PARTIES agree to collaborate to develop and agree to a detailed schedule for the PROJECT that will delineate activity and deliverable timelines and review periods.

6.7 PARTIES agree to collaborate on complimentary activities (leverage) not funded through the MAT Program to the extent committed as part of the Letter of Interest or specified in the scope of work, if any.

6.8 PARTIES agree to collaborate on meetings and activities related to PROJECT that may result in other responsibilities in which PARTIES will take on by mutual agreement, such as community engagement and outreach.

7. PROGRAMMING OF FUNDS

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

8. SOURCES AND DISPOSITION OF FUNDS

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

8.2 PROJECT CO-SPONSORS shall fully fund and contribute the PROJECT CO-SPONSORS Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the PROJECT. If the Funds identified in Attachment A are insufficient to complete the PROJECT, PROJECT CO-SPONSORS agree to secure and provide such additional non-LACMTA programmed funds necessary to complete the PROJECT.

8.3 PROJECT CO-SPONSORS shall be eligible for the Funds up to the program amount specified in Part I, Section 2 of this CA subject to the terms and conditions contained herein.

8.4 If PROJECT CO-SPONSORS receive outside funding for the PROJECT in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this CA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the PROJECT (including the Funds, PROJECT CO-SPONSORS Funding Commitment, and any additional funding) exceeds the actual PROJECT costs, then the cost savings shall be applied in the same proportion as the sources of funds from each PARTY to this CA as specified in the Project Funding and both the Funds and PROJECT CO-SPONSORS Funding Commitment required for the PROJECT shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures.

9. TIMELY USE OF FUNDS

9.1 PROJECT CO-SPONSORS must demonstrate timely use of funds by:

(i) Executing this CA within **(60) days** of receiving formal transmittal of the CA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
(ii) Meeting the PROJECT CO-SPONSORS responsibilities for the PROJECT pursuant to Section 5 and 6.

9.2 In the event that the timely use of funds is not demonstrated as described in Part II, Section 9.1 of this CA, the PROJECT will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures. In the event that all the Funds are reprogrammed, this CA shall automatically terminate.

10. DEFAULT

A Default under this CA is defined as any one or more of the following: (i) PROJECT CO-SPONSORS fail to comply with the terms and conditions contained herein; and/or (ii) PROJECT CO-SPONSORS fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a default by either PARTY, the complainant PARTY shall provide written notice of such default and the defaulting PARTY shall provide a corrective action plan to the complainant PARTY with a 30-day period to cure the default. In the event that the defaulting PARTY fails to cure the default or commit to cure the default and commence the corrective action plan within such 30-day period and to the satisfaction of the other party, the complainant PARTY may terminate this CA.

11.2 Effective upon receipt of written notice of termination from the complainant PARTY, the defaulting PARTY shall not undertake any new work or obligation with respect to this Agreement unless so approved by the complainant PARTY in writing.

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

12. COMMUNICATIONS

12.1 PROJECT CO-SPONSORS shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the PROJECT as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. PROJECT CO-SPONSORS shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

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

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

13. PROJECT COMPLETION

Notwithstanding paragraph 14.5 below, upon completion of the Project, PROJECT CO-SPONSORS shall be solely responsible for implementation of any future project phases, including Plans, Specifications and Estimates (PS&E), Construction, Operations, and Maintenance. LACMTA shall have no obligation to fund or implement future project phases. Upon completion of the Project, PROJECT CO-SPONSORS hereby agrees to indemnify and hold LACMTA harmless in perpetuity for any and all third party claims for damages, including any claims arising during future project phases (e.g. construction, operations, maintenance, and use of the facilities). Such claims include, but are not limited to, personal injury or property damage claims arising out of the acts or omissions of the PROJECT CO-SPONSORS,

its consultants, contractors, subcontractors, or anyone acting on PROJECT CO-SPONSORS's behalf.

14. OTHER TERMS AND CONDITIONS

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

14.2 PROJECT CO-SPONSORS is obligated to continue using the PROJECT dedicated to the public transportation purposes for which the PROJECT was initially approved. The PROJECT right-of-way, the PROJECT facilities constructed or reconstructed on the PROJECT site, and/or PROJECT property purchased, excluding construction easements and excess property, shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this CA. Equipment acquired as part of the PROJECT, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

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

14.4 Neither LACMTA nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by PROJECT CO-SPONSORS or its respective officers or employees under or in connection with the CA. PROJECT CO-SPONSORS and its respective officers or employees shall fully indemnify, defend and hold LACMTA, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or PROJECT CO-SPONSORS), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by PROJECT CO-SPONSORS, or its respective officers or employees' obligations under this CA; or (ii) the acts or omissions, by PROJECT CO-SPONSORS or those of their respective officers, agents, employees, contractors or sub-contractors in the

performance CA or the provision of the services, unless caused solely by the negligence or willful misconduct of LACMTA.

14.5 During the term of the Project, neither PROJECT CO-SPONSORS nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by LACMTA or its respective officers or employees under or in connection with the CA. LACMTA and its respective officers or employees shall fully indemnify, defend and hold the PROJECT CO-SPONSORS, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or PROJECT CO-SPONSORS), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by LACMTA, or its respective officers or employees' obligations under this CA; or (ii) the acts or omissions, by LACMTA or those of their respective officers, agents, employees, contractors or sub-contractors in the performance CA or the provision of the services, unless caused solely by the negligence or willful misconduct of PROJECT CO-SPONSORS.

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

14.7 PROJECT CO-SPONSORS shall not assign this CA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by PROJECT CO-SPONSORS without said prior consent by LACMTA shall be void and unenforceable.

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

14.9 The covenants and agreements of this CA shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.

14.10 PROJECT CO-SPONSORS will advise LACMTA prior to any key PROJECT staffing changes. Notice will be given to the PARTIES at the address specified

in Part I, unless otherwise notified in writing of change of address or contact person.

14.11 PROJECT CO-SPONSORS, in the performance of the work described in this CA, are not a contractor nor an agent or employee of LACMTA. PROJECT CO-SPONSORS attest to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. PROJECT CO-SPONSORS shall not represent themselves as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Projects - CA.9200000000MATD1104

Project Title: Redondo Beach Boulevard Active Transportation Project Project#: D1104

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY 2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING									
MEASURE M MAT FUNDS			$ 33,000	$ 318,900				$ 351,900	
SUM PROG LACMTA FUNDS	$ -	$ -	$ 33,000	$ 318,900				$ 351,900	100%
OTHER NON LACMTA FUNDING:									
LOCAL:								$ -	0%
STATE:								$ -	0%
FEDERAL:								$ -	0%
PRIVATE OR OTHER:								$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -			$ -	0
TOTAL PROJECT FUNDS	$ -	$ -	$ 33,000	$ 318,900	$ -	$ -	$ -	$ 351,900	100%

Use Actual $$$

Metro Active Transport (MAT) Program
Attachment C - Scope of Services

The **City of Redondo Beach, Los Angeles Department of Public Works (LACDPW), and City of Lawndale** have elected to designate the Los Angeles County Metropolitan Transportation Authority (LA Metro) to act as the implementing agency to carry out the initial phases including **Environmental/Planning, ROW, and PS&E (15%-level design)** of the following MAT-awarded project: **Redondo Beach Boulevard**, as detailed in **COOPERATIVE AGREEMENT #920000000MATD1104.** The following Scope of Services establishes the work to be contracted and managed by LA Metro, in coordination with **City of Redondo Beach, LACDPW, and City of Lawndale** pursuant to the agreement. As such, LA Metro will seek a qualified active transportation planning and design firm to assist in the following tasks: **existing conditions and planning analysis, conceptual design, community engagement, environmental review/documentation, and right-of-way permitting.**

Project Background

Measure M establishes the Metro Active Transport, Transit and First/Last Mile (MAT) Program, which over the course of 40 years, is anticipated to fund more than $857 million (in 2015 dollars) in active transportation infrastructure projects throughout the region. This is a competitive discretionary program available to municipalities in Los Angeles County and will fund projects to improve and grow the active transportation network and expand the reach of transit. The solicitation for MAT Cycle 1 was issued in February 2020, and project selection was approved by the LA Metro Board in January 2021.

Project Summary

The Cities of Redondo Beach and Lawndale along with LACDPW propose to install improved and new bike and pedestrian facilities along Redondo Beach Blvd/Ripley Ave from Flagler Ln on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the ATSP and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.

Project Schedule

Milestone	Start	Completion
Start of Work	Upon task order execution (TOE)	
Project Kickoff & Project Management Plan	Within 2 weeks of TOE	
Existing Conditions Analysis	Within 2 weeks of TOE	Within 9 months of TOE
Purpose & Need	Within 2 weeks of TOE	Within 9 months of TOE
Design Concepts	Within 3 months of TOE	Within 9 months of TOE
Proposed Project	Within 3 months of TOE	Within 9 months of TOE
Conceptual Engineering	Within 12 months of TOE	Within 24 months of TOE
Environmental Review and Documentation	Within 9 months of TOE	Within 21 months of TOE

TASK 1: PROJECT MANAGEMENT

The Contractor shall provide management, and any necessary staff as needed, to plan, organize, direct, supervise, control and coordinate the administrative aspects of the project, including contract and subcontract administration, accounting/invoicing, office services, and personnel administration. The Contractor shall develop a Project Management Plan that shall provide the basis by which the project status will be measured and shall include methods to identify potential cost overruns and maintain project budget. Additionally, the Contractor is responsible for overseeing quality assurance/control to ensure efficient review/comment processes and facilitate meaningful input from the project team.

TASK 2: PLANNING ANALYSIS

The Contractor is to conduct planning analysis in coordination with the Metro team, project sponsor, and any project partners per the following steps. Robust community engagement shall inform each step of the planning analysis, requiring the Contractor to coordinate with and reference the community engagement process recommendations. Responsibilities shall include the following:

- Analyze existing conditions
- Evaluate alternative parallel/perpendicular facilities and Metro C Line connections
- Establish project purpose & need
- Develop design concepts
- Recommend proposed project

TASK 3: CONCEPTUAL ENGINEERING (15%-LEVEL DESIGN)

The Contractor shall consider the existing conditions and design challenges assessed in Task 2 to develop Conceptual Engineering. The Conceptual Engineering & Design package shall be designed to the latest applicable Federal, State, and Local codes and standards. Responsibilities shall include the following:

- Identify design challenges
- Develop conceptual engineering
- Determine easement/right-of-way requirements
- Develop capital cost estimates

TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Contractor shall complete environmental review, studies, and documentation to support the Project Sponsor in environmentally clearing the project. Prepare the Category Exclusion/Category Exemption, Statutory Exemption (per SB 288 and expiring on January 1, 2023), or higher level of environmental document if required. Provide support to complete the environmental phase with CEQA approvals.

TASK 5: COMMUNITY ENGAGEMENT

Contractor is to assist Project Team with development and implementation of a Public Participation Plan (PPP) that entails an inclusive and extensive outreach process. Responsibilities shall include the following:

- Develop outreach materials and exhibits
- Promote project with culturally and linguistically appropriate communications
- Perform meeting administration
- Conduct community events such as street audits and design workshops

ATTACHMENT D
BOND REQUIREMENTS

The provisions of this Attachment D apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

PROJECT CO-SPONSORS acknowledge that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. PROJECT CO-SPONSORS further acknowledge their understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by PROJECT CO-SPONSORS to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. PROJECT CO-SPONSORS will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

PROJECT CO-SPONSORS will each designate one or more persons that will be responsible for compliance with the obligations described in this Attachment D and notify LACMTA of such designations.

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Sponsor (City/County): City of Redondo Beach
2. Contact Name: Brad Lindahl
3. Contact Phone: 310-318-0661
4. Contact Email: Brad.Lindahl@redondo.org
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:

Agency Representative

7/1/2021
Date

RESOLUTION NO. 1310-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ADOPTING ADMINISTRATIVE POLICY NO. 12.02, LIVING STREETS GUIDELINES AND POLICY FOR THE CITY OF REDONDO BEACH

WHEREAS, the City of Redondo Beach ("City") desires to improve access and connectivity, and to integrate the streets for all users and transportation modes; and

WHEREAS, Assembly Bill 1358 ("AB 1358"), the California Complete Streets Act of 2008, requires cities to include Complete Streets language into their policies as part of their general plans; and

WHEREAS, Complete Streets language provides that all public roads in California shall be designed and operated to accommodate all roadway users, including bicyclists, pedestrians, transit riders, motorists, and pedestrians of all ages and abilities; and

WHEREAS, on October 18, 2011, the City Council adopted the Healthways/ Blue Zones Vitality City: Beach Cities Livability Plan (the "Plan"); and

WHEREAS, the Plan recommends adopting Complete Streets language into the City planning documents to comply with AB 1358; and

WHEREAS, the Living Streets Guidelines and Policy will incorporate Complete Streets language into the City planning documents and assist the City in complying with AB 1358 by establishing guiding principles and practices for transportation related projects.

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

SECTION 1. That the City of Redondo Beach adopts Administrative Policy No. 12.02, Living Streets Guidelines and Policy, as described in Attachment "A", to incorporate Complete Streets language into the City planning documents and establish guiding principles and practices for transportation related projects.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 8th day of October, 2013.

Steve Aspel, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1310-095 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 1st day of October, 2013, by the following roll call vote:

AYES: GINSBURG, AUST, SAMMARCO, KILROY

NOES: NONE

ABSENT: BRAND

ABSTAIN: NONE

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Co-Sponsor (City/County): Los Angeles County Department of Public Works (LACDPW)
2. Contact Name: Andrew Ross
3. Contact Phone: 626-300-4586
4. Contact Email: AROSS@dpw.lacounty.gov
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:

Andrew Ross
Agency Representative

10/04/2021
Date

IV. Goals and Policies

Goal M 1: Street designs that incorporate the needs of all users.	
Topic	**Policy**
Complete Streets	Policy M 1.1: Provide for the accommodation of all users, including pedestrians, motorists, bicyclists, equestrians, users of public transit, seniors, children, and persons with disabilities when requiring or planning for new, or retrofitting existing, transportation corridors/networks whenever appropriate and feasible.
	Policy M 1.2: Ensure that streets are safe for sensitive users, such as seniors and children.
	Policy M 1.3: Utilize industry standard rating systems to assess sustainability and effectiveness of street systems for all users.
Goal M 2: Interconnected and safe bicycle- and pedestrian-friendly streets, sidewalks, paths and trails that promote active transportation and transit use.	
Topic	**Policy**
Active Transportation Design	Policy M 2.1: Provide transportation corridors/networks that accommodate pedestrians, equestrians and bicyclists, and reduce motor vehicle accidents through a context-sensitive process that addresses the unique characteristics of urban, suburban, and rural communities whenever appropriate and feasible.
	Policy M 2.2: Accommodate pedestrians and bicyclists, and reduce motor vehicle accidents by implementing the following street designs, whenever appropriate and feasible: • Lane width reductions to 10 or 11 feet in low speed environments with a low volume of heavy vehicles. • Wider lanes may still be required for lanes adjacent to the curb, and where buses and trucks are expected. • Low-speed designs. • Access management practices developed through a community-driven process. • Back in angle parking at locations that have available roadway width and bike lanes, where appropriate.

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

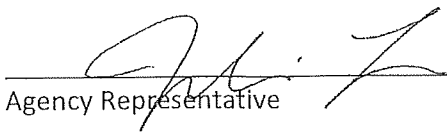
1. Name of Project Co-Sponsor (City/County): City of Lawndale
2. Contact Name: Julian Lee
3. Contact Phone: (310) 973-3260
4. Contact Email: jlee@lawndalecity.org
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:



7/6/2021

Agency Representative

Date

RESOLUTION NO. CC-2202-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, ADOPTING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY COMPLETE STREETS POLICY AND THE SUPPORT OF COMPLETE STREETS

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, movers of commercial goods, access by the City of Lawndale transit system known as the Lawndale Beat, access highway corridor to the City of Gardena Municipal Bus Lines Route 3 and to the City of Redondo Beach Transit Line 102, major highway corridor to I-405 freeway, future potential access highway to the Green Line Metro Rail System, and major access highway to nearby beach cities.

WHEREAS, the City of Lawndale recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability;

WHEREAS, the City of Lawndale acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation;

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties make substantive revisions to the circulation elements of their general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system";

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking;

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental well- being of their communities;

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address complete streets policies at the local level through the adoption of a supportive complete streets resolution, complete streets policy, or through a general plan update that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds;

WHEREAS, the City of Lawndale therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices;

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

SECTION 1. That the City of Lawndale affirms its commitment to Complete Streets and desires that its streets form a comprehensive, safe and integrated transportation network for all road users.

SECTION 2. That the next substantial revision of the City of Lawndale General Plan circulation element will incorporate complete streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358).

PASSED, APPROVED AND ADOPTED this 7th day of February, 2022.

R Pullen-Miles

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-2202-008 at a regular meeting of said Council held on the 7th day of February, 2022 by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

CITY OF LAWNDALE

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

DATE: February 7, 2022

TO: Honorable Mayor and City Council

FROM: Raylette Felton, Interim City Manager

PREPARED BY: Julian Lee, Director of Public Works/City Engineer
Alex Chou, Associate Engineer

SUBJECT: **Approve Metro Measure M Cooperative Agreement Project No. D1104 for Metro Active Transport (MAT) Program and Adoption of Resolution No. CC-2202-008 Supporting the Los Angeles County Metropolitan Transportation Authority Complete Streets Policy**

BACKGROUND

In April 2020, the City of Lawndale and the Los Angeles County Department of Public Works participated in partnership with the City of Redondo Beach to submit an application for the Metro Active Transport (MAT) Program Cycle 1 through the Los Angeles County Metropolitan Transportation Authority (Metro).

The Cities of Redondo Beach and Lawndale along with the Los Angeles County Department of Public Works proposed to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Metro's Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.

Furthermore, the portion of Redondo Beach Boulevard in the public right-of-way jurisdiction has been identified as an opportunity for improving bicycle facility in the County's Bicycle Master Plan. This project will create a connection to Alondra Park and the Dominguez Channel, which have existing bike paths. Enhancements for the Alondra Park and Dominguez Channel Bike Paths are programmed in the South Bay Sub Region's Measure M Multi-year Sub Regional Program.

STAFF REVIEW

In January 2021, the Los Angeles County Metropolitan Transportation Authority (Metro) Board of Directors approved $6,600,000 in Measure M Metro Active Transport (MAT) Funds over five years for the design and construction of Redondo Beach Boulevard Active Transportation Project, Metro Project No. D1104 (Project).

The Metro Board action included $351,900 in funding for Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design). Metro has agreed to lead the implementation of the first phase of the Project. The City has no financial obligations for this phase and the Metro Cooperative Agreement addresses the roles and responsibilities of the Co-Sponsors. The final design of the Project and construction bidding and delivery may be led by Metro or by one of the Co-Sponsors, individually or collectively and will be addressed in a future funding agreements and/or cooperative agreements.

In order for the project to move forward, all Co-Sponsors, including the City of Lawndale, City of Redondo Beach, and Los Angeles County Department of Public Works, must all enter into a Metro Cooperative Agreement and adopt a resolution supporting the Metro Complete Streets Policy. However, if the City decided to not sign the cooperative agreement with Metro, the City will not be able to continue to participate in the MAT Program Cycle 1, as a co-sponsor with the City of Redondo Beach and Los Angeles County Department of Public Works and will no longer be able to apply for future MAT related grant funds. Furthermore, the City would lose its competitiveness when applying for future grant opportunities from the Metro and the California Department of Transportation (Caltrans). Therefore, staff is recommending the City Council to approve the Metro Cooperative Agreement and adopt a resolution supporting the Metro Complete Street Policy.

LEGAL REVIEW

The Metro Cooperative Agreement has been coordinated with the City of Redondo Beach, the Los Angeles County Department of Public Work, and Metro. The City Attorney has reviewed both Metro Measure M Cooperative Agreement Project No. D1104 and Resolution No. CC-2202-008 and approved the documents as to form.

FISCAL IMPACT

Measure M Metro Active Transport (MAT) Funds amount of $6,600,000 have been approved for the Project over five years. Initial funding of $351,900 is available for Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design). Initial funds will be distributed to Metro as the lead for the first phase of the Project. Future funding agreements will be established with each of the participating entities at the time of final design and construction.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Metro Measure M Cooperative Agreement Project No. D1104 for Metro Active Transport (MAT) Program;

2. Adopt Resolution No. CC-2202-008 - A Resolution of the City Council of the City of Lawndale, California, Adopting the Los Angeles County Metropolitan Transportation Authority Complete Streets Policy and the Support of Complete Streets; and

3. Authorize the City Manager and Director of Public Works/City Engineer to execute Metro Active Transport (MAT) funded program, other documents, certifications, and related approvals for Metro administered projects.

ATTACHMENTS

1. Metro Measure M Cooperative Agreement Project No. D1104 for Metro Active Transport (MAT) Program
2. Resolution No. CC-2202-008
3. Project Location Map

ATTACHMENT 1
Metro Measure M Cooperative Agreement
Project No. D1104 for Metro Active Transport
(MAT) Program

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

MEASURE M COOPERATIVE AGREEMENT
METRO ACTIVE TRANSPORT (MAT) PROGRAM

This Cooperative Agreement ("CA") is made and entered into effect as of August 19, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority (hereinafter, "LACMTA") and City of Redondo Beach, Los Angeles County Department of Public Works (LACDPW), and City of Lawndale (hereinafter, "PROJECT CO-SPONSORS") for the Redondo Beach Boulevard Active Transportation Project for Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design), LACMTA Project ID# D1104, (hereinafter referred to as the "PROJECT"). This Project is eligible for funding under Line 47 of the Measure M Expenditure Plan.

RECITALS:

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017; and

WHEREAS, the LACMTA Board, at its January 28, 2021 meeting, programmed $351,900, in Measure M Funds to LACMTA for Early Planning; Environmental/Planning; and PS&E (up to 15%-level design), subject to the terms and conditions contained in this CA; and

WHEREAS, the PROJECT CO-SPONSORS requested LACMTA to lead the implementation of the PROJECT; and

WHEREAS, LACMTA will enter into a contract to complete the PROJECT at the request of, and on behalf of, the PROJECT CO-SPONSORS; and

WHEREAS, this CA defines the specific terms, conditions, and responsibilities between LACMTA and PROJECT CO-SPONSORS for the implementation of the PROJECT; and

WHEREAS, the Funds are currently programmed as follows: $351,900 in Measure M Funds in Fiscal Years (FY) FY 2021-22, and FY 2022-23. The total designated for Early Planning; Environmental/Planning; and PS&E (up to 15%-level design) of the Redondo Beach Boulevard Active Transportation Project is $351,900.

NOW, THEREFORE, LACMTA and PROJECT CO-SPONSORS (hereinafter referred to as "PARTIES") hereby agree as follows:

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

1. Part I – Specific Terms of the CA
2. Part II – General Terms of the CA
3. Attachment A – Project Funding
4. Attachment B – Intentionally Omitted

5. Attachment C – Scope of Work
6. Attachment D – Bond Requirements
7. Attachment E – Complete Streets Policy Self Certification
8. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: 9/14/2021

Deputy

PROJECT CO-SPONSORS:

City of Redondo Beach

By: _____ Date: 10/8/21

William C. Brand
Mayor

APPROVED AS TO FORM:

By: _____ Date: 10/6/2021

Michael W. Webb
City Attorney

ATTEST:

_____
Eleanor Manzano, City Clerk

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Los Angeles County Department of Public Works

By: _____

David MacGregor
Deputy Director

Date: 10/12/2021

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

City of Lawndale

By: _____ Date: _____

Robert Pullen-Miles
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Burke, Williams & Sorensen, LLP
City Attorney

PART I
SPECIFIC TERMS OF THE CA

1. Title of the PROJECT: Redondo Beach Boulevard Active Transportation Project –Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design). LACMTA Project ID# D1104.

2. Programmed Funds:

   2.1 Programmed Funds for this Project consist of Measure M Funds.

   2.2 To the extent the Measure M Funds are available; LACMTA shall program the Measure M funds in the amount of $351,900 (the "Fund") for the PROJECT. LACMTA Board of Directors' action of January 28, 2021 programmed the Measure M Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) FY 2021-22 and FY 2022-23.

3. **Attachment A** the "Project Funding" documents all sources of funds programmed for the PROJECT as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the PROJECT CO-SPONSORS Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the PROJECT are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

4. **Attachment C** is the "Scope of Work". LACMTA shall complete the PROJECT as described in the Scope of Work. This Scope of Work shall include a detailed description of the PROJECT and the work to be completed,. No later than December 31 of each year, LACMTA shall notify PROJECT CO-SPONSORS if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work.

5. If PROJECT CO-SPONSORS fails to demonstrate timely use of funds or perform its obligations set forth in Part II, Section 9, LACMTA will have the option to suspend or terminate the CA for default as described in Part II, Section 10 herein below.

6. No changes to this CA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original CA, approved and signed by both PARTIES.

7. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to PROJECT CO-SPONSORS. PROJECT CO-SPONSORS shall ensure that the expenditure of the Funds disbursed to PROJECT CO-SPONSORS does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment D** to this Agreement. PROJECT CO-SPONSORS agrees to provide

LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, PROJECT CO-SPONSORS shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the PROJECT, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

8. PROJECT CO-SPONSORS shall comply with the Metro Complete Streets Policy, adopted October 2014. PROJECT CO-SPONSORS must have an adopted Complete Streets Policy, an adopted City/County Resolution supporting Complete Streets, or an adopted General Plan consistent with the California Complete Streets Act of 2008. This shall be demonstrated through completion of the Complete Streets Self-Certification form attached as **Attachment E**.

9. No changes to the (i) Programming amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this CA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and PROJECT CO-SPONSORS. Modifications that do not materially affect the terms of this CA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by PROJECT CO-SPONSORS and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Carolyn Mamaradlo
LACMTA Project Manager
Mail Stop: 99-22-6
Phone: (213) 922-5529
Email: MamaradloC@metro.net

11. PROJECT CO-SPONSORS' Address:

City of Redondo Beach
415 Diamond St, Redondo Beach, CA 90277
Brad Lindahl
Phone: (310) 318-0661
Email: Brad.Lindahl@redondo.org

Los Angeles County Department of Public Works (LACDPW)
900 S. Fremont Ave, Alhambra, CA 91803
Andrew Ross
Phone: (626) 300-4586
Email: AROSS@dpw.lacounty.gov

City of Lawndale
4722 Manhattan Beach Blvd, Lawndale, CA 90260
Julian Lee
Phone: (310) 973-3260
Email: jlee@lawndalecity.org

PART II
GENERAL TERMS OF THE CA

1. TERM

The term of this CA shall commence on the Effective Date of this CA and shall terminate upon the completion of the agreed upon Scope of Work, unless terminated earlier as provided herein.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the PROJECT, LACMTA may suspend or terminate this CA by giving written notice to PROJECT CO-SPONSORS at least thirty (30) days in advance of the effective date of such suspension or termination. If PROJECT is suspended or terminated pursuant to this section, LACMTA will not program funds to the PROJECT.

3. SCOPE OF AGREEMENT

This CA specifies the roles and responsibilities of both of the PARTIES as they pertain the PROJECT addressed herein. LACMTA and PROJECT CO-SPONSORS agree that each will cooperate and coordinate with the other in all activities covered by this CA.

4. RESPONSIBILITIES OF LACMTA

LACMTA agrees to the following responsibilities for funding and implementation of the PROJECT:

4.1 LACMTA shall serve as the implementing agency for PROJECT, responsible for managing the scope, cost, schedule, and quality of the work activities and products of the PROJECT as stated herein.

4.2 LACMTA shall manage and implement the PROJECT pursuant to the approved Scope of Work in Attachment C.

4.3 LACMTA shall procure all necessary consultants and subconsultants for the PROJECT.

4.4 LACMTA shall review and approve final deliverables submitted by consultants and subconsultants.

4.5 LACMTA shall lead and facilitate regularly scheduled meetings, conference calls, workshops, and planning sessions.

4.6 LACMTA shall facilitate ongoing coordination with all parties involved in or impacted by the PROJECT.

4.7 LACMTA shall lead all communications, marketing and branding efforts for the PROJECT.

4.8 LACMTA shall assure adherence to the schedule of the PROJECT.

4.9 LACMTA shall develop a review process for deliverables that establishes a timeline and specifies the number of rounds of review to address any comments and finalize products.

5. RESPONSIBILITIES OF PROJECT CO-SPONSORS

PROJECT CO-SPONSORS agrees to the following responsibilities for implementation of the PROJECT:

5.1 PROJECT CO-SPONSORS shall each identify and commit a specific project liaison/coordinator responsible for coordinating among functional departments or groups within the jurisdiction and serves as a single point of contact for LACMTA.

5.2 Each PROJECT CO-SPONSORS liaison/coordinator shall participate as a member of the project team in regularly scheduled meetings, conference calls, workshops, and planning sessions as part of the team.

5.3 PROJECT CO-SPONSORS shall notify LACMTA in writing of any personnel changes.

5.4 PROJECT CO-SPONSORS shall hereby authorize LACMTA to be the lead for the PROJECT, to procure and manage all necessary consultants and subconsultants, and implement the PROJECT pursuant to the approved Scope of Work in Attachment C.

5.5 PROJECT CO-SPONSORS shall waive all fees associated with local agency permits that may be required of consultants, subconsultants, and/or service or equipment providers in the performance of the PROJECT.

5.6 PROJECT CO-SPONSORS shall provide all local information pertinent to the PROJECT in a timely manner to allow for efficient PROJECT delivery.

5.7 PROJECT CO-SPONSORS shall have 21 Working Days to review and provide comments on major milestone deliverables for the PROJECT such as planning documents, environmental documents, and construction documents and their associated incremental design development plan sets. If no comment on a deliverable is provided to LACMTA in that time period, LACMTA shall determine no comment on that given deliverable.

5.8 PROJECT CO-SPONSORS hereby agree that LACMTA shall have ultimate authority to make decisions regarding deliverables under the contract.

5.9 PROJECT CO-SPONSORS shall defer to LACMTA for all communications, marketing, and branding efforts for the PROJECT.

5.10 PROJECT CO-SPONSORS shall be responsible for other program requirements as specified in this agreement and in the MAT Program Cycle 1 solicitation including but not limited to development of the Public Participation Plan, certification of compliance with the LACMTA Complete Streets Policy, and performance evaluation.

5.11 PROJECT CO-SPONSORS herby agree to provide PROJECT reports to the LACMTA Project Manager according to the schedule and process.

6. RESPONSIBILITES OF ALL PARTIES

6.1 PARTIES shall attend meetings on major milestone deliverables and community engagement for the PROJECT and related, concurrent projects, as necessary.

6.2 PARTIES shall agree upon a set of standards and/or best practices for engineering, design and permit submittal format.

6.3 PARTIES shall discuss, draft, and execute an agreement addressing the ownership, operations and maintenance of the PROJECT. Such an agreement shall include but not be limited to such elements as recitals, responsibilities, indemnity, funding, invoicing, audit provisions and general conditions.

6.4 PARTIES shall work together to arrive at final deliverables for the PROJECT (project phase).

6.5 PARTIES agree to review all deliverables related to the PROJECT.

6.6 PARTIES agree to collaborate to develop and agree to a detailed schedule for the PROJECT that will delineate activity and deliverable timelines and review periods.

6.7 PARTIES agree to collaborate on complimentary activities (leverage) not funded through the MAT Program to the extent committed as part of the Letter of Interest or specified in the scope of work, if any.

6.8 PARTIES agree to collaborate on meetings and activities related to PROJECT that may result in other responsibilities in which PARTIES will take on by mutual agreement, such as community engagement and outreach.

7. PROGRAMMING OF FUNDS

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

8. SOURCES AND DISPOSITION OF FUNDS

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

8.2 PROJECT CO-SPONSORS shall fully fund and contribute the PROJECT CO-SPONSORS Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the PROJECT. If the Funds identified in Attachment A are insufficient to complete the PROJECT, PROJECT CO-SPONSORS agree to secure and provide such additional non-LACMTA programmed funds necessary to complete the PROJECT.

8.3 PROJECT CO-SPONSORS shall be eligible for the Funds up to the program amount specified in Part I, Section 2 of this CA subject to the terms and conditions contained herein.

8.4 If PROJECT CO-SPONSORS receive outside funding for the PROJECT in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this CA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the PROJECT (including the Funds, PROJECT CO-SPONSORS Funding Commitment, and any additional funding) exceeds the actual PROJECT costs, then the cost savings shall be applied in the same proportion as the sources of funds from each PARTY to this CA as specified in the Project Funding and both the Funds and PROJECT CO-SPONSORS Funding Commitment required for the PROJECT shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures.

9. TIMELY USE OF FUNDS

9.1 PROJECT CO-SPONSORS must demonstrate timely use of funds by:

(i) Executing this CA within **(60) days** of receiving formal transmittal of the CA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Meeting the PROJECT CO-SPONSORS responsibilities for the PROJECT pursuant to Section 5 and 6.

9.2 In the event that the timely use of funds is not demonstrated as described in Part II, Section 9.1 of this CA, the PROJECT will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures. In the event that all the Funds are reprogrammed, this CA shall automatically terminate.

10. DEFAULT

A Default under this CA is defined as any one or more of the following: (i) PROJECT CO-SPONSORS fail to comply with the terms and conditions contained herein; and/or (ii) PROJECT CO-SPONSORS fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a default by either PARTY, the complainant PARTY shall provide written notice of such default and the defaulting PARTY shall provide a corrective action plan to the complainant PARTY with a 30-day period to cure the default. In the event that the defaulting PARTY fails to cure the default or commit to cure the default and commence the corrective action plan within such 30-day period and to the satisfaction of the other party, the complainant PARTY may terminate this CA.

11.2 Effective upon receipt of written notice of termination from the complainant PARTY, the defaulting PARTY shall not undertake any new work or obligation with respect to this Agreement unless so approved by the complainant PARTY in writing.

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

12. COMMUNICATIONS

12.1 PROJECT CO-SPONSORS shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the PROJECT as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. PROJECT CO-SPONSORS shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

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

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

13. PROJECT COMPLETION

Notwithstanding paragraph 14.5 below, upon completion of the Project, PROJECT CO-SPONSORS shall be solely responsible for implementation of any future project phases, including Plans, Specifications and Estimates (PS&E), Construction, Operations, and Maintenance. LACMTA shall have no obligation to fund or implement future project phases. Upon completion of the Project, PROJECT CO-SPONSORS hereby agrees to indemnify and hold LACMTA harmless in perpetuity for any and all third party claims for damages, including any claims arising during future project phases (e.g. construction, operations, maintenance, and use of the facilities). Such claims include, but are not limited to, personal injury or property damage claims arising out of the acts or omissions of the PROJECT CO-SPONSORS,

its consultants, contractors, subcontractors, or anyone acting on PROJECT CO-SPONSORS's behalf.

14. OTHER TERMS AND CONDITIONS

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

14.2 PROJECT CO-SPONSORS is obligated to continue using the PROJECT dedicated to the public transportation purposes for which the PROJECT was initially approved. The PROJECT right-of-way, the PROJECT facilities constructed or reconstructed on the PROJECT site, and/or PROJECT property purchased, excluding construction easements and excess property, shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this CA. Equipment acquired as part of the PROJECT, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

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

14.4 Neither LACMTA nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by PROJECT CO-SPONSORS or its respective officers or employees under or in connection with the CA. PROJECT CO-SPONSORS and its respective officers or employees shall fully indemnify, defend and hold LACMTA, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or PROJECT CO-SPONSORS), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by PROJECT CO-SPONSORS, or its respective officers or employees' obligations under this CA; or (ii) the acts or omissions, by PROJECT CO-SPONSORS or those of their respective officers, agents, employees, contractors or sub-contractors in the

performance CA or the provision of the services, unless caused solely by the negligence or willful misconduct of LACMTA.

14.5 During the term of the Project, neither PROJECT CO-SPONSORS nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by LACMTA or its respective officers or employees under or in connection with the CA. LACMTA and its respective officers or employees shall fully indemnify, defend and hold the PROJECT CO-SPONSORS, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or PROJECT CO-SPONSORS), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by LACMTA, or its respective officers or employees' obligations under this CA; or (ii) the acts or omissions, by LACMTA or those of their respective officers, agents, employees, contractors or sub-contractors in the performance CA or the provision of the services, unless caused solely by the negligence or willful misconduct of PROJECT CO-SPONSORS.

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

14.7 PROJECT CO-SPONSORS shall not assign this CA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by PROJECT CO-SPONSORS without said prior consent by LACMTA shall be void and unenforceable.

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

14.9 The covenants and agreements of this CA shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.

14.10 PROJECT CO-SPONSORS will advise LACMTA prior to any key PROJECT staffing changes. Notice will be given to the PARTIES at the address specified

in Part I, unless otherwise notified in writing of change of address or contact person.

14.11 PROJECT CO-SPONSORS, in the performance of the work described in this CA, are not a contractor nor an agent or employee of LACMTA. PROJECT CO-SPONSORS attest to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. PROJECT CO-SPONSORS shall not represent themselves as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Projects - CA.9200000000MATD1104

Project Title: Redondo Beach Boulevard Active Transportation Project Project#: D1104

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY 2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING									
MEASURE M MAT FUNDS			$ 33,000	$ 318,900				$ 351,900	
SUM PROG LACMTA FUNDS	$ -	$ -	$ 33,000	$ 318,900				$ 351,900	100%
OTHER NON LACMTA FUNDING:									
LOCAL:								$ -	0%
STATE:								$ -	0%
FEDERAL:								$ -	0%
PRIVATE OR OTHER:								$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -			$ -	0
TOTAL PROJECT FUNDS	$ -	$ -	$ 33,000	$ 318,900	$ -	$ -	$ -	$ 351,900	100%

Use Actual $$$

Metro Active Transport (MAT) Program
Attachment C - Scope of Services

The **City of Redondo Beach, Los Angeles Department of Public Works (LACDPW), and City of Lawndale** have elected to designate the Los Angeles County Metropolitan Transportation Authority (LA Metro) to act as the implementing agency to carry out the initial phases including **Environmental/Planning, ROW, and PS&E (15%-level design)** of the following MAT-awarded project: **Redondo Beach Boulevard**, as detailed in **COOPERATIVE AGREEMENT #920000000MATD1104.** The following Scope of Services establishes the work to be contracted and managed by LA Metro, in coordination with **City of Redondo Beach, LACDPW, and City of Lawndale** pursuant to the agreement. As such, LA Metro will seek a qualified active transportation planning and design firm to assist in the following tasks: **existing conditions and planning analysis, conceptual design, community engagement, environmental review/documentation, and right-of-way permitting.**

Project Background

Measure M establishes the Metro Active Transport, Transit and First/Last Mile (MAT) Program, which over the course of 40 years, is anticipated to fund more than $857 million (in 2015 dollars) in active transportation infrastructure projects throughout the region. This is a competitive discretionary program available to municipalities in Los Angeles County and will fund projects to improve and grow the active transportation network and expand the reach of transit. The solicitation for MAT Cycle 1 was issued in February 2020, and project selection was approved by the LA Metro Board in January 2021.

Project Summary

The Cities of Redondo Beach and Lawndale along with LACDPW propose to install improved and new bike and pedestrian facilities along Redondo Beach Blvd/Ripley Ave from Flagler Ln on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the ATSP and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.

Project Schedule

Milestone	Start	Completion
Start of Work	Upon task order execution (TOE)	
Project Kickoff & Project Management Plan	Within 2 weeks of TOE	
Existing Conditions Analysis	Within 2 weeks of TOE	Within 9 months of TOE
Purpose & Need	Within 2 weeks of TOE	Within 9 months of TOE
Design Concepts	Within 3 months of TOE	Within 9 months of TOE
Proposed Project	Within 3 months of TOE	Within 9 months of TOE
Conceptual Engineering	Within 12 months of TOE	Within 24 months of TOE
Environmental Review and Documentation	Within 9 months of TOE	Within 21 months of TOE

TASK 1: PROJECT MANAGEMENT

The Contractor shall provide management, and any necessary staff as needed, to plan, organize, direct, supervise, control and coordinate the administrative aspects of the project, including contract and subcontract administration, accounting/invoicing, office services, and personnel administration. The Contractor shall develop a Project Management Plan that shall provide the basis by which the project status will be measured and shall include methods to identify potential cost overruns and maintain project budget. Additionally, the Contractor is responsible for overseeing quality assurance/control to ensure efficient review/comment processes and facilitate meaningful input from the project team.

TASK 2: PLANNING ANALYSIS

The Contractor is to conduct planning analysis in coordination with the Metro team, project sponsor, and any project partners per the following steps. Robust community engagement shall inform each step of the planning analysis, requiring the Contractor to coordinate with and reference the community engagement process recommendations. Responsibilities shall include the following:

- Analyze existing conditions
- Evaluate alternative parallel/perpendicular facilities and Metro C Line connections
- Establish project purpose & need
- Develop design concepts
- Recommend proposed project

TASK 3: CONCEPTUAL ENGINEERING (15%-LEVEL DESIGN)

The Contractor shall consider the existing conditions and design challenges assessed in Task 2 to develop Conceptual Engineering. The Conceptual Engineering & Design package shall be designed to the latest applicable Federal, State, and Local codes and standards. Responsibilities shall include the following:

- Identify design challenges
- Develop conceptual engineering
- Determine easement/right-of-way requirements
- Develop capital cost estimates

TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Contractor shall complete environmental review, studies, and documentation to support the Project Sponsor in environmentally clearing the project. Prepare the Category Exclusion/Category Exemption, Statutory Exemption (per SB 288 and expiring on January 1, 2023), or higher level of environmental document if required. Provide support to complete the environmental phase with CEQA approvals.

TASK 5: COMMUNITY ENGAGEMENT

Contractor is to assist Project Team with development and implementation of a Public Participation Plan (PPP) that entails an inclusive and extensive outreach process. Responsibilities shall include the following:

- Develop outreach materials and exhibits
- Promote project with culturally and linguistically appropriate communications
- Perform meeting administration
- Conduct community events such as street audits and design workshops

ATTACHMENT D
BOND REQUIREMENTS

The provisions of this Attachment D apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

PROJECT CO-SPONSORS acknowledge that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. PROJECT CO-SPONSORS further acknowledge their understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by PROJECT CO-SPONSORS to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. PROJECT CO-SPONSORS will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

PROJECT CO-SPONSORS will each designate one or more persons that will be responsible for compliance with the obligations described in this Attachment D and notify LACMTA of such designations.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Sponsor (City/County): City of Redondo Beach
2. Contact Name: Brad Lindahl
3. Contact Phone: 310-318-0661
4. Contact Email: Brad.Lindahl@redondo.org
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:

Agency Representative

7/1/2021
Date

RESOLUTION NO. 1310-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA ADOPTING ADMINISTRATIVE POLICY NO. 12.02, LIVING STREETS GUIDELINES AND POLICY FOR THE CITY OF REDONDO BEACH

WHEREAS, the City of Redondo Beach ("City") desires to improve access and connectivity, and to integrate the streets for all users and transportation modes; and

WHEREAS, Assembly Bill 1358 ("AB 1358"), the California Complete Streets Act of 2008, requires cities to include Complete Streets language into their policies as part of their general plans; and

WHEREAS, Complete Streets language provides that all public roads in California shall be designed and operated to accommodate all roadway users, including bicyclists, pedestrians, transit riders, motorists, and pedestrians of all ages and abilities; and

WHEREAS, on October 18, 2011, the City Council adopted the Healthways/ Blue Zones Vitality City: Beach Cities Livability Plan (the "Plan"); and

WHEREAS, the Plan recommends adopting Complete Streets language into the City planning documents to comply with AB 1358; and

WHEREAS, the Living Streets Guidelines and Policy will incorporate Complete Streets language into the City planning documents and assist the City in complying with AB 1358 by establishing guiding principles and practices for transportation related projects.

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

SECTION 1. That the City of Redondo Beach adopts Administrative Policy No. 12.02, Living Streets Guidelines and Policy, as described in Attachment "A", to incorporate Complete Streets language into the City planning documents and establish guiding principles and practices for transportation related projects.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 8th day of October, 2013.

Steve Aspel, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1310-095 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 1st day of October, 2013, by the following roll call vote:

AYES: GINSBURG, AUST, SAMMARCO, KILROY

NOES: NONE

ABSENT: BRAND

ABSTAIN: NONE

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Co-Sponsor (City/County): Los Angeles County Department of Public Works (LACDPW)
2. Contact Name: Andrew Ross
3. Contact Phone: 626-300-4586
4. Contact Email: AROSS@dpw.lacounty.gov
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:

Andrew Ross
Agency Representative

10/04/2021
Date

IV. Goals and Policies

Goal M 1: Street designs that incorporate the needs of all users.	
Topic	**Policy**
Complete Streets	Policy M 1.1: Provide for the accommodation of all users, including pedestrians, motorists, bicyclists, equestrians, users of public transit, seniors, children, and persons with disabilities when requiring or planning for new, or retrofitting existing, transportation corridors/networks whenever appropriate and feasible.
	Policy M 1.2: Ensure that streets are safe for sensitive users, such as seniors and children.
	Policy M 1.3: Utilize industry standard rating systems to assess sustainability and effectiveness of street systems for all users.
Goal M 2: Interconnected and safe bicycle- and pedestrian-friendly streets, sidewalks, paths and trails that promote active transportation and transit use.	
Topic	**Policy**
Active Transportation Design	Policy M 2.1: Provide transportation corridors/networks that accommodate pedestrians, equestrians and bicyclists, and reduce motor vehicle accidents through a context-sensitive process that addresses the unique characteristics of urban, suburban, and rural communities whenever appropriate and feasible.
	Policy M 2.2: Accommodate pedestrians and bicyclists, and reduce motor vehicle accidents by implementing the following street designs, whenever appropriate and feasible: • Lane width reductions to 10 or 11 feet in low speed environments with a low volume of heavy vehicles. • Wider lanes may still be required for lanes adjacent to the curb, and where buses and trucks are expected. • Low-speed designs. • Access management practices developed through a community-driven process. • Back in angle parking at locations that have available roadway width and bike lanes, where appropriate.

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Co-Sponsor (City/County): City of Lawndale
2. Contact Name: Julian Lee
3. Contact Phone: (310) 973-3260
4. Contact Email: jlee@lawndalecity.org
5. Project Description:
   The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
   City of Redondo Beach – Sponsor Agency
   City of Lawndale – Co-sponsor Agency
   County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
   See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:

Agency Representative

7/6/2021
Date

ATTACHMENT 2
Resolution CC-2202-008

RESOLUTION NO. CC-2202-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA, ADOPTING THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY COMPLETE STREETS POLICY AND THE SUPPORT OF COMPLETE STREETS

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, users and operators of public transit, bicyclists, persons with disabilities, seniors, children, motorists, users of green modes, movers of commercial goods, access by the City of Lawndale transit system known as the Lawndale Beat, access highway corridor to the City of Gardena Municipal Bus Lines Route 3 and to the City of Redondo Beach Transit Line 102, major highway corridor to I-405 freeway, future potential access highway to the Green Line Metro Rail System, and major access highway to nearby beach cities.

WHEREAS, the City of Lawndale recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings; public health; and environmental sustainability;

WHEREAS, the City of Lawndale acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation;

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties make substantive revisions to the circulation elements of their general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system";

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking;

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental well- being of their communities;

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro), through its Metro Complete Streets Policy, requires that all jurisdictions address complete streets policies at the local level through the adoption of a supportive complete streets resolution, complete streets policy, or through a general plan update that complies with the California Complete Streets Act of 2008 to be eligible for Metro Capital Grant funds;

WHEREAS, the City of Lawndale therefore, in light of the foregoing benefits and considerations, wishes to improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe and convenient travel for all users while preserving flexibility, recognizing community context, and using design guidelines and standards that support best practices;

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

SECTION 1. That the City of Lawndale affirms its commitment to Complete Streets and desires that its streets form a comprehensive, safe and integrated transportation network for all road users.

SECTION 2. That the next substantial revision of the City of Lawndale General Plan circulation element will incorporate complete streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358).

PASSED, APPROVED AND ADOPTED this 7th day of February, 2022.

_____

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-2202-008 at a regular meeting of said Council held on the 7th day of February, 2022 by the following roll call vote:

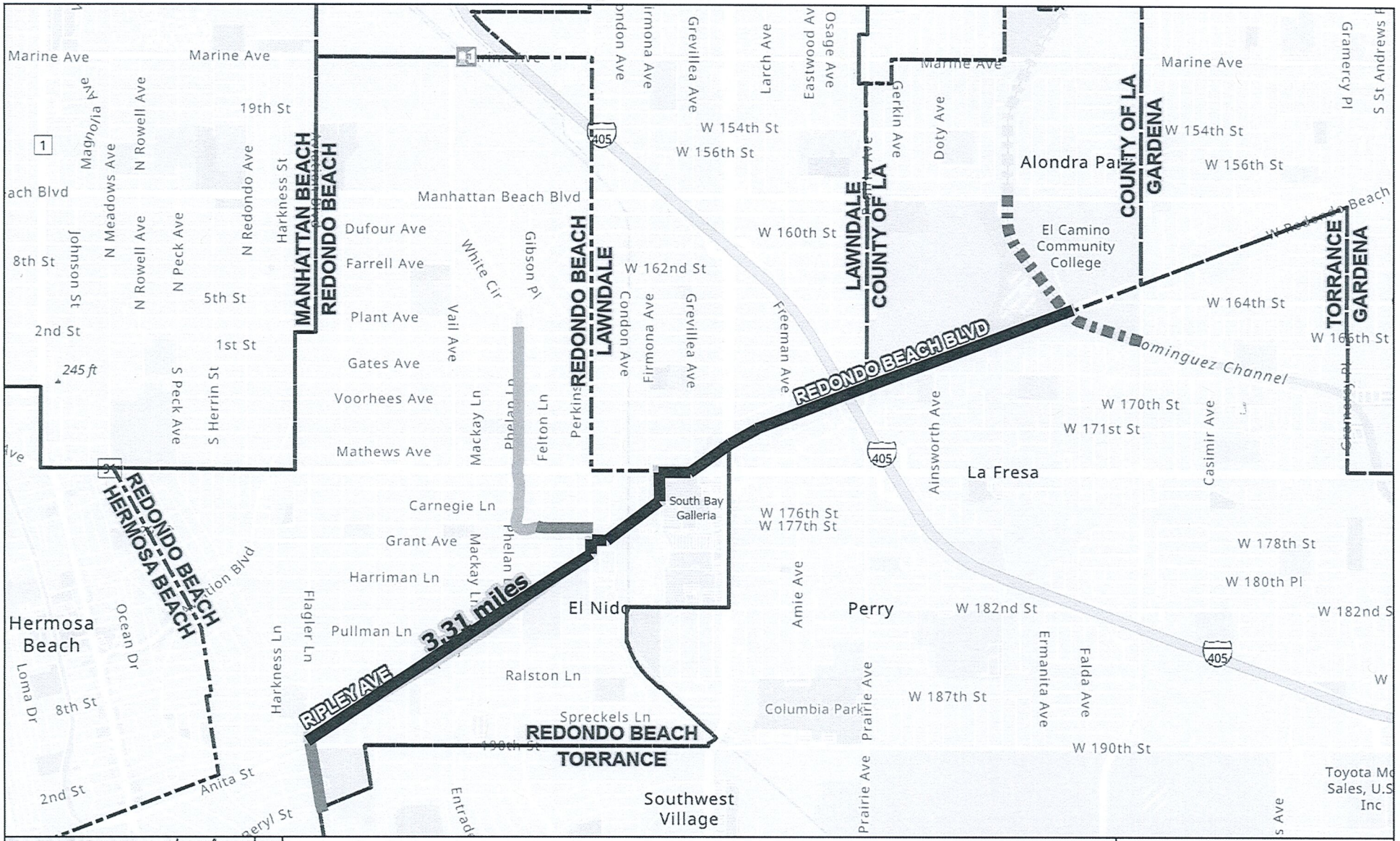
Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
Rhonda Hofmann Gorman, Mayor Pro Tem					
Bernadette Suarez					
Pat Kearney					
Sirley Cuevas					

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

ATTACHMENT 3
Project Location Map



REDONDO BEACH BOULEVARD ACTIVE TRANSPORTATION CORRIDOR

Bikeway & Pedestrian Improvement Corridor
Existing Dominguez Channel Greenway
Dominguez Channel Greenway Extension
Existing Class 1 Bike Path
Proposed Class 1 Bike Path
Existing Class 3 Bike Route
Green Line Station
CityBoundary

Coordinate System: NAD 1983 StatePlane California V FIPS 0405 Feet

N

0 0.25 0.5 Mi

0 0.5 1 Km

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lucho Rodriguez, Public Works Director
Hrant Manuelian, Finance Director/City Treasurer
Nick Petrevski, Associate Engineer

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

BACKGROUND

On March 15, 2021, Los Angeles County (LA County) entered into a Memorandum of Understanding (MOU P00F3310, Attachment A) with Los Angeles County Metropolitan Transportation Authority (LACMTA) where LA County is sharing with cities the funding provided for in County/LACMTA MOU to finance a portion of the Two Million Nine Hundred Forty Three Thousand Eight Hundred and 0/100 Dollars ($2,943,800.00) estimated cost of the Traffic Signal Synchronization project (TSSP). Under the MOU, LACMTA will provide to LA County a grant of up to a maximum of One Million Six Hundred Forty-Eight Thousand Three Hundred and 0/100 Dollars ($1,648,300.00). The City of Lawndale will receive Five Hundred Ninety-Four Thousand Six Hundred and 0/100 Dollars ($594,600.00) for its share.

In addition, LA County agrees to contribute funds in the amount of Two Hundred Thirty-Nine Thousand Eight Hundred and 0/100 Dollars ($239,800.00) to finance a portion of the City of Lawndale's One Million Twenty Thousand Nine Hundred and 0/100 Dollars ($1,020,900.00) total obligation for the project. The City of Lawndale's remaining obligation to cover the cost of the project after the Grant share and the County's contribution are applied is One Hundred Eighty-Six Thousand Five Hundred and 0/100 Dollars ($186,500.00) as shown in table below:

City	Total Cost of project by City	LACMTA Grant	LA County Grant	Final Estimated contribution by City *
Gardena	$1,750,400	$1,001,100	$416,800	$332,500
Hawthorne	$133,500	$52,600	$64,400	$16,500
Lawndale	$1,020,900	$594,600	$239,800	$186,500
Los Angeles	$5,500		$5,500	
LA County	$33,500		$33,500	

Total	$2,943,800.00	$1,648,300.00	$760,000.00	

* This estimated cost may be higher at the time the project is bid in the future

STAFF REVIEW

Upon Lawndale City Council approval, The Los Angeles County Department of Public Works (LACDPW) is set to perform a Traffic Signal Synchronization Project (TSSP) on Rosecrans Ave. (East) arterial street route from Ocean Gate Avenue to Vermont Avenue, which is jurisdictionally shared among the cities of Gardena, Hawthorne, and Lawndale. Due to the scope and cost of the project, the County policy requires a Cooperative Agreement to be executed for the TSSP project. The estimated total cost of the project is $2,943,800.00 with Lawndale's estimated share cost to be $186,500.00, after the grant and county contributions are applied.

The City of Lawndale's $186,500.00 estimated share is the costs of actual construction quantities utilized within City jurisdiction, and it covers engineering, construction administration and 20% contingency.

Staff allocated in FY 2024-2025 an estimated construction cost of $170,000.00 for this project. However, the cost estimate of this project was prepared in 2021, and construction prices have significantly increased since. The additional funding to cover the increased cost of construction, administration and contingencies is estimated to be approximately $18,600.00.

To have additional funds available until the construction is fully completed, in case other unforeseen costs arise, staff is requesting a total budget increase of $30,000.00 for a total budget of $200,000 for the project.

The County will be the lead agency for designing, advertising for bids and managing the construction of the project.

LEGAL REVIEW

The City Attorney has reviewed and approved the staff report.

FISCAL IMPACT

Appropriate $30,000.00 of additional Measure M funds to account 272-310-700.309 Rosecrans Avenue TSSP Project. There is currently $170,000.00 in the fiscal year budget for this project.

RECOMMENDATION

Staff recommends 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 $30,000.00 to the Rosecrans Avenue Traffic Signal Synchronization Project for a total project budget of $200,000.00.

Attachments

A. MOU P00F3310 Amendment 3.pdf

B. TSSP Funding Co-op Agreement_Lawndale.pdf

C. Rosecrans Av East TSSP Signed Plans 01-03-24 - H.pdf

ATTACHMENT A

AMENDMENT No. 3 TO FUNDING AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Funding Agreement (this "Amendment"), is dated as of March 15, 2021, by and between County of Los Angeles Department of Public Works ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. FA.P00F3310, dated November 1, 2013, which was amended on December 1, 2016 and December 1, 2017 (as amended, the "Existing FA"), which Existing FA provides for the South Bay Forum Traffic Signal Corridors Project (the "Project"); and

B. WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

C. WHEREAS, the Measure M funding set forth herein is intended to fund PAED, PS&E and Construction of the Project.

D. WHERAS, the LACMTA Board, at its August 27, 2020 meeting, programmed $1,530,000 Measure M funds to GRANTEE for the Avalon Boulevard TSSP segment of the Project, in the City of Carson; and

E. Whereas, the Funds are currently programmed as follows: $1,530,000 in Measure M funds in Fiscal Years (FY) FY 2020-21; FY 2021-22; and FY 2022-23; and $10,383,451 in Proposition C 25% funds in Fiscal Years (FY) 2013-14, FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21. The total designated programmed amount for the Project is now $11,913,451; and

F. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part 1, Paragraph 2 of the existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"2. Grant Funds:

2.1 Programmed Funds for this Project consists of the following: Proposition C 25% funds and Measure M funds. The Proposition C 25% and the Measure M funds together are referred to as "the Funds".

2.2. To the extent the Proposition C 25% Funds are available, LACMTA shall make to GRANTEE a one-time grant of Proposition C 25% funds in the amount of $10,383,451 ("the Funds") for the Project. As history, LACMTA Board of Directors' action of September 24, 2009, granted $10,383,451 to GRANTEE for the Project. Subsequently, the LACMTA Board of Directors with its action on March 25, 2010 deferred the $8,283,451 funding for the project. LACMTA Board of Directors took further action on July 25, 2013 to make available funds of $2,100,000 for the Design of the Project. On July 27, 2017 the LACMTA Board of Directors approved allocating $8,283,451 for Design and Construction. The total Funds grant available for this Project is now $10,383,451. LACMTA Board of Directors recertified $62,000 of Funds for FY 2017-18. Funds are programmed over five years, Fiscal Years (FY) 2013-14, FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.

2.3. To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $1,530,000 for the Project. LACMTA Board of Directors' action of August 27, 2020 granted the Measure M Funds for the Project. The Funds are programmed over three (3) years for Fiscal Years (FY) 2020-21, FY 2021-22, and FY 2022-23."

2. Part II, paragraph 3.5 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment E-1, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages."

3. Part II, Paragraph 8.1(iv) is hereby amended by deleting it in its entirety and replacing it with the following:

"8.1(iv) expending the Proposition C 25% Funds granted under this FA for allowable costs by the stated lapse date. Funds programmed for FY 2013-14, FY 2017-18, FY2018-19, FY2019-20, FY2020-21 are subject to lapse on June 30, 2023."

4. Part II, Paragraph 8.1(v) is hereby added to the Existing FA as follows:

"8.1(v) expending the Measure M funds granted under this FA for allowable costs within three years or 36 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025."

5. Part II, Paragraph 8.6 is hereby added to Existing FA as follows:

"8.6 In the event that the timely use of the Measure M funds is not demonstrated as described in Part II, Section 8.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Measure M funds are reprogrammed, this FA shall consider a written amendment."

6. Part I of the Existing FA is hereby amended by adding Paragraph 13, which reads as follows:

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

7. Attachment A-1 of the Existing FA is hereby replaced by Attachment A-2, attached.

8. Attachment B-1 of the Existing FA is hereby replaced by Attachment B-2, attached.

9. Attachment D-1 is hereby added to the Existing FA.

10. Attachment F is hereby added to the Existing FA.

11. Part II, Paragraph 11 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"11. COMMUNICATIONS:

11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

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

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

12. Except as expressly amended hereby, the Existing FA remains in full

force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: 11/2/2021
for Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: 6/23/2021
Deputy

COUNTY OF LOS ANGELES

By: _____ Date: 11/1/2021
David B. MacGregor
Deputy Director

ATTACHMENT A-2 - PROJECT FUNDING

CFP#: F3310
FTIP#: LAF3310

FA.P00F3310

PROJECT TITLE: South Bay Forum Traffic Signal Corridors Project

GRANTEE/ PROJECT SPONSOR: County of Los Angeles Deparment of Public Works

($ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	PRIOR YEARS	FY 2013-14	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:											
SELECT:											
Proposition C 25%		$ 2,100,000	$ 62,000	$ 1,414,000	$ 4,931,000	$ 1,876,451				$ 10,383,451	71.6%
Measure M MSP Funds						$ 130,000	$ 700,000	$ 700,000		$ 1,530,000	10.5%
	LACMTA SUBTOTAL									$ 11,913,451	82.1%
GRANTEE/SPONSOR MATCH:											
Grantee Funding Commitment (specify type)											
(Write specific type of funding match)											
SELECT:											
City General Fund											
Prop C Local Return		$ 525,000	$ 15,500	$ 353,500	$ 1,232,750	$ 469,113				$ 2,595,863	17.9%
STPL											
Other											
	GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL									$ 2,595,863	17.9%
TOTAL PROGRAMMED FUNDING	$ -	$ 2,625,000	$ 77,500	$ 1,767,500	$ 6,163,750	$ 2,475,564	$ 700,000	$ 700,000	$ -	$ 14,509,314	100.0%

Note: Local match of 20% remains a requirement of the Call for Project Prop C funds. There is no match requirement of the Measure M MSP funds.

ATTACHMENT B-2

SCOPE OF WORK

2009 Call for Projects South Bay Forum Traffic Signal Corridor Project #F3310

SOUTH BAY FORUM			
2009 CALL FOR PROJECTS			
FUNDED BUDGET			
	Metro Grant Amount		$10,383,451
	Local Match from L.A. County		$2,595,863
	Measure M Multi-Year Sub-Regional Program (MSP) Funds		$1,530,000
	TOTAL BUDGET AVAILABLE		$14,509,314
FUNDING DISTRIBUTION			
		PHASE 1	
	Tier 1- Traffic Signal Synchronization Design		
		Avalon Boulevard	$772,000
		Imperial Highway	$402,000
		El Segundo Boulevard	$464,000
		Rosecrans Avenue	$390,000
		System Wide Coordination Timing	$257,000
	Program Management		$400,000
		Subtotal	$2,685,000
		PHASE 2	
	Tier 1- Traffic Signal Synchronization Construction		
		Avalon Boulevard	$4,474,000
		Imperial Highway	$1,706,000
		El Segundo Boulevard	$2,004,000
		Rosecrans Avenue	$1,678,000
		Operational Improvements	$399,314
		System Wide Coordination Timing	$543,000
	Tier 3 and 4- ITS Improvements		$1,020,000
		Subtotal	$11,824,314
		TOTAL	$14,509,314

See “Exhibit A” for project map.

PHASE 1

With the Phase 1 funding, the County will complete design of the TSSP projects. This will involve preparing Request for Proposal(s) for consultant led design, conducting detailed field reviews to determine the specific construction elements, and completing the plans, specifications and estimates of the TSSP projects. In addition, this phase of the project will also involve completing the System Wide Coordination Timing and Program Management components of the grant.

Avalon Boulevard TSSP – Design/Project Management

Cost Estimate		
Project Name: Avalon Boulevard Project Limits: 126th Street to Sepulveda Boulevard		
Approximate Number of Intersections: 35	Length of Route: 7.7 Miles	
	Project Engineering	$690,000
	Project Management	$82,000
	TOTAL	$772,000

Avalon Boulevard Scheduled Project Milestones:

Begin preparation for plans, specifications, and estimate	April 2016
Complete preparation of plans, specifications, and estimate	March 2021

Imperial Highway TSSP – Design/Project Management

Cost Estimate		
Project Name: Imperial Highway Project Limits: Sundale Avenue to Budlong Avenue		
Approximate Number of Intersections: 17	Length of Route: 4 Miles	
	Project Engineering	$355,000
	Project Management	$47,000
	TOTAL	$402,000

Imperial Highway Scheduled Project Milestones:

Begin preparation for plans, specifications, and estimate	April 2016
Complete preparation of plans, specifications, and estimate	July 2021

El Segundo Boulevard TSSP – Design/Project Management

Cost Estimate		
Project Name: El Segundo Boulevard Project Limits: Illinois Street to Vermont Avenue		
Approximate Number of Intersections: 28	Length of Route: 6.1 Miles	
	Project Engineering	$410,000
	Project Management	$54,000
	TOTAL	$464,000

El Segundo Boulevard Scheduled Project Milestones:

Begin preparation for plans, specifications, and estimate	April 2016
Complete preparation of plans, specifications, and estimate	July 2021

Rosecrans Avenue TSSP – Design/Project Management

Cost Estimate		
Project Name: Rosecrans Avenue Project Limits: Ocean Gate Avenue to Vermont Avenue		
Approximate Number of Intersections: 17	Length of Route: 4.3 Miles	
	Project Engineering	$345,000
	Project Management	$45,000
	TOTAL	$390,000

Rosecrans Avenue Scheduled Project Milestones:

Begin preparation for plans, specifications, and estimate	July 2017
Complete preparation of plans, specifications, and estimate	November 2021

System Wide Coordination Timing (Partial Funding)

PROJECT SCOPE OF WORK AND COST ESTIMATE	
Project Name: System Wide Coordination Timing Project Limits: San Gabriel Valley Traffic Forum Region	
Project Engineering	$213,000
Timing Installation	$38,000
Project Management	$6,000
TOTAL	$257,000

Program Management

PROJECT SCOPE OF WORK AND COST ESTIMATE	
Project Management	$116,000
Meetings and Presentations	$84,000
Tracking Expenditures/Adhering to Project Schedule	$144,000
City Coordination Activities	$56,000
TOTAL	$400,000

Scope of Work:

Meetings and Presentations

This work consists of interfacing and coordinating our overall efforts on a regularly scheduled basis with the affected jurisdictions through the South Bay Council of Governments' Infrastructure Working Group (IWG). The IWG, which meets monthly, is composed of members from key South Bay cities and works closely with MTA, Caltrans and LA County to help ensure that the regional transportation needs of the South Bay area are addressed. Participants of the IWG, which primarily include public works directors and/or city traffic engineers from South Bay cities, has requested LA County staff to present project status reports. In addition to meeting with affected jurisdictions, this work will include meeting with the project administrators of other projects to interface and coordinate the deployment of computer software and hardware, communications infrastructure, and field devices.

Tracking Expenditures/Adhering to Project Schedule

This work consists of tracking expenditures and reviewing project schedules to ensure all projects adhere to their respective scopes of work and project milestones. The activities include: managing the distribution of Grant funds, preparing spreadsheets which track both actual and projected expenditures, maintaining status reports, and overseeing contracts for consultant services.

City Coordination Activities

The coordination activities include: distributing plans and reports to cities, IWG members, and other interested parties, following up to ensure timely comments on reports, and disseminating information on and enlisting participation of city staff and other interested parties in METRO or County sponsored training courses on ITS. This work also includes LA County staff meeting with individual cities to review the type, amount, and cost of ITS components which are recommended to be deployed within their respective jurisdictions.

PHASE 2

With the Phase 2 funding of the Project, the County will construct the traffic signal synchronization improvements for the four arterial routes in the South Bay Cities area. This phase also includes the design and construction of ITS Improvements.

Tier 1 Projects – Traffic Signal Synchronization Construction

There are four TSSP projects in this grant: Avalon Boulevard, Imperial Highway, El Segundo Boulevard, and Rosecrans Avenue. The completion of traffic signal synchronization improvements on these routes will complement other synchronization projects in the area and is part of a long-range plan to synchronize and improve all major corridors in the area. These synchronization projects are the first step toward building a smarter system of roadways. Future elements will build upon this strategy through the expansion of the County's multijurisdictional traffic control system to provide centralized control, monitoring, and multi-jurisdictional response capabilities with all routes connected to a Traffic Management Center and local agencies' workstations for regional operation.

The constriction of these four TSSP projects will improve traffic signal operation along those routes by upgrading each traffic signal, providing additional vehicle detection to enable operation as a fully traffic actuated signal, and installing the appropriate components to enable each signal to be capable of time-based coordination. The traffic signals will be retimed to improve the overall progression of traffic along and crossing the routes. Additionally, these components of the Project will install any warranted and feasible roadway improvements along the routes to improve overall progression which may include: modification of signing and striping; and/or minor roadway widening within existing right-of-way to provide for additional lanes. Lastly, these projects will upgrade equipment necessary to ensure the operational safety of all traffic signals along the routes which may include: upgrade of highway safety lights; cut back of median noses out of crosswalks; upgrade signal standards and mast arms to increase visibility of mast arm-mounted vehicle heads; and, modify signal phasing.

Due to unforeseen complications, field conditions, actual engineering costs, actual consultant contract amounts, construction bids, and a variety of other factors, it may become necessary to make adjustments to the scopes of work and revise the estimated costs as the projects progress. Upon completion of the design phases, detailed summaries of intersection improvements and cost estimates will be submitted to the Metro project manager and any project adjustments will be made with the Metro project manager's approval.

Avalon Boulevard TSSP-Construction

PROJECT SCOPE OF WORK AND COST ESTIMATE		
Project Name: Avalon Boulevard **Project Limits: 126th Street to Sepulveda Boulevard**		
Approximate Number of Intersections: 35	**Length of Route: 7.7 Miles**	
	Construction Cost	**$3,115,000**
	Contingency	**$622,500**
	Construction Engineering	**$622,500**
	Signal Timing	**$114,000**
	TOTAL	**$4,474,000**

Avalon Boulevard TSSP Scheduled Project Milestones:

Advertise construction contract	September 2021
Award construction contract	December 2021
Begin construction	March 2022
End construction	March 2024

This TSSP project of the project involves synchronizing the traffic signals at the 35 intersections on Avalon Boulevard between 126th Street and Sepulveda Boulevard. The following are the signalized intersections on Avalon Boulevard to be included in this TSSP project.

126th Street
El Segundo Boulevard
132nd Street
135th Street
Rosecrans Avenue
Compton Boulevard
Redondo Beach Boulevard
Alondra Boulevard
Gardena Boulevard
169th Street
Walnut Street
91 FWY W/B On/Off Ramp
Albertoni Street
Harbor Village Driveway
Victoria Street
184th Street/Home Depot Center
189th Street/University Drive
192nd Street
Elsmere Drive
Turmont Street
Del Amo Boulevard
Carson Plaza Drive
Carson Mall Driveway
Dominguez Street
405 FWY N/B On/Off Ramp
405 FWY S/B On/Off Ramp
213th Street
Carson Street
220th Street
223rd Street
Watson Center Road
228th Street
Bayport Street
Scottsdale Drive
Sepulveda Boulevard

Imperial Highway TSSP- Construction

PROJECT SCOPE OF WORK AND COST ESTIMATE		
Project Name: Imperial Highway Limits: Sundale Avenue to Budlong Avenue		
Approximate Number of Intersections: 17	Length of Route: 4 Miles	
	Construction Cost	$1,181,000
	Contingency	$235,000
	Construction Engineering	$235,000
	Signal Timing	$55,000
	TOTAL	$1,706,000

Imperial Highway TSSP Scheduled Project Milestones:

Advertise construction contract	October 2021
Award construction contract	January 2022
Begin construction	March 2022
End construction	June 2023

This TSSP project involves synchronizing the traffic signals at the 17 intersections on Imperial Highway between Sundale Avenue and Budlong Avenue. The following are the signalized intersections on Imperial Highway to be included in this TSSP project.

Sundale Avenue
Inglewood Avenue
Firman Avenue/Ramona Avenue
Hawthorne Boulevard
Freeman Avenue
Prairie Avenue
Doty Avenue
Yukon Avenue
Simms Avenue
Crenshaw Boulevard
Ardath Avenue
Van Ness Avenue
Wilton Place
Western Avenue
Denker Avenue
Normandie Avenue
Budlong Avenue

El Segundo Boulevard TSSP-Construction

PROJECT SCOPE OF WORK AND COST ESTIMATE		
Project Name: El Segundo Boulevard Project Limits: Illinois Street to Budlong Avenue		
Approximate Number of Intersections: 28	Length of Route: 6.1 Miles	
	Construction Cost	$1,368,000
	Contingency	$273,000
	Construction Engineering	$273,000
	Signal Timing	$90,000
	TOTAL	$2,004,000

El Segundo TSSP Scheduled Project Milestones:

Advertise construction contract	October 2021
Award construction contract	January 2022
Begin construction	March 2022
End construction	June 2023

This TSSP project involves synchronizing the traffic signals at the 28 intersections on El Segundo Boulevard between Illinois Street and Budlong Avenue. The following are the signalized intersections on El Segundo Boulevard to be included in this TSSP project.

Illinois Street
Sepulveda Boulevard
Continental Boulevard
Nash Street
Douglas Street
Aviation Boulevard
Isis Avenue
405 FWY S/B On/Off Ramp
La Cienega Boulevard
405 FRY N/B On/Off Ramp
Ocean Gate Avenue
Shoup Avenue
Inglewood Avenue
Ramona Avenue
Hawthorne Boulevard
Cedar Av. /Washington Bl. /Birch Av.
Prairie Avenue
Doty Avenue
Kornblum Avenue
Yukon Avenue
Chadron Avenue
Crenshaw Boulevard
Wilkie Avenue
Van Ness Avenue
Western Avenue
Normandie Avenue
Budlong Avenue
Vermont Avenue

Rosecrans Avenue TSSP-Construction

PROJECT SCOPE OF WORK AND COST ESTIMATE		
Project Name: Rosecrans Avenue Project Limits: Ocean Gate Avenue to Vermont Avenue		
Approximate Number of Intersections: 17	Length of Route: 4.3 Miles	
	Construction Cost	$1,148,000
	Contingency	$230,000
	Construction Engineering	$230,000
	Signal Timing	$70,000
	TOTAL	$1,678,000

Rosecrans Avenue TSSP Scheduled Project Milestones:

Advertise construction contract	February 2022
Award construction contract	May 2022
Begin construction	July 2022
End construction	June 2023

This TSSP project involves synchronizing the traffic signals at the 17 intersections on Rosecrans Avenue between Ocean Gate Avenue and Vermont Avenue. The following are the signalized intersections on Rosecrans Avenue to be included in this TSSP project.

Ocean Gate Avenue
Inglewood Avenue
Firmona Avenue/Ramona Avenue
Hawthorne Boulevard
Jefferson Avenue
Prairie Avenue
Doty Avenue
Yukon Avenue
Cerise Avenue
Lemoli Avenue
Crenshaw Boulevard
Van Ness Avenue
Gramercy Place
Western Avenue
Normandie Avenue
Budlong Avenue
Vermont Avenue

Operational Improvements

PROJECT SCOPE OF WORK AND COST ESTIMATE	
Project Name: Operational Improvements **Project Limits: Locations to be determined.**	
Design/Project Engineering	**$225,600**
Construction	**$68,514**
Contingencies	**$44,800**
Construction Engineering	**$44,800**
Project Management	**$15,600**
TOTAL	**$399,314**

This element of the scope of work will construct appropriate operational improvements that may be recommended during the preliminary engineering and design of the four aforementioned arterial routes in the South Bay Forum. This project will implement warranted and feasible operational or intersection improvements to increase the overall capacity, efficiency, and safety of these routes and their intersections. Typical improvements include: left turn phasing; restriping to provide for additional lanes; minor widening within existing right of way; signing and striping modifications; traffic channelization improvements; and, new traffic signals.

These operational improvements are in addition to the improvements recommended in the scope of work for each arterial route. Additional operational improvements may be identified during pre-design interviews with the affected cities or during field reviews which occur during plan preparation. These operational improvements will only be implemented if they improve the operation and/or safety of the routes.

System Wide Coordination Timing

PROJECT SCOPE OF WORK AND COST ESTIMATE	
Project Name: System Wide Coordination Timing **Project Limits: South Bay Traffic Forum Region**	
Project Engineering	**$407,000**
Timing Installation	**$120,000**
Project Management	**$16,000**
TOTAL	**$543,000**

This project will augment the scope and magnitude of the system wide coordination timing to be implemented on various arterial routes in the South Bay Forum. The implementation of the traffic signal synchronization improvements identified in this Scope of Work will alter the traffic signal timing of intersecting arterial streets currently operating under coordinated timing. Therefore, revisions to the timing of the crossing arterials will be necessary. If not

revised, these existing synchronized routes will experience deterioration in the effectiveness of their current signal timing plans, since the timing was designed on the basis of a single arterial and did not account for crossing arterials. The existing routes will need to be retimed employing timing methods based on a network of synchronized routes.

The project will determine the optimal cycle lengths, phase splits, and offsets for the a.m. peak, p.m. peak, and off-peak periods for all of these routes, which may require the use of a modeling software package such as Synchro to be accepted by some of the affected agencies. This funding will be used to complete the optimizing model, prepare time-space diagrams, prepare timing sheets, install timing in the field controllers, and adjust timing in the field as necessary.

Tier 3 and 4- Intelligent Transportation System (ITS) Improvements

PROJECT SCOPE OF WORK AND COST ESTIMATE	
Project Name: Intelligent Transportation System Improvements **Project Limits: Location(s) to be determined.**	
Project Engineering	**$225,000**
Construction	**$765,000**
Project Management	**$30,000**
TOTAL	**$1,020,000**

ITS Improvements Milestones:

Begin preparation of plans, specifications, and estimate	October 2019
Complete preparation of plans, specifications, and estimates	September 2021
Advertise construction contract	January 2022
Award construction contract	April 2022
Begin construction	July 2022
End construction	June 2023

Scope of Work:

This element of the scope of work will implement Intelligent Transportation Systems (ITS) improvements to increase the capacity of the major arterials without adding lanes and enable the current transportation system in the South Bay Forum to operate at its maximum efficiency. Using advanced technologies for communications and information processing, the project will expand the improvements installed with prior grants and deploy an Advanced Transportation Management System (ATMS) which is expected to improve the overall regional traffic mobility and reduce traffic delays on arterial corridors. This project is a significant step towards building a smarter system of roadways.

This project's scope of work includes expansion of the ATMS for the County and City maintained intersections along the project routes. The ATMS expansion will provide the

traffic signal controller upgrades, traffic signal timing revisions, and communications infrastructure necessary to monitor and control the operation and timing of traffic signals; collect and manage real-time traffic information; exchange data and information with other jurisdictions; and monitor signal equipment status. The ATMS will also include the installation of closed circuit television (CCTV) cameras to detect incidents and monitor traffic conditions, and a communications system to provide field-to-center and center-to-center connections. Once installed, these CCTV locations are proposed to be connected to the County's Video Distribution System which will enable the exchange of camera images in real time across jurisdictional boundaries. In addition, the ATMS will include the deployment of travel time measurement devices to capture travel time and traffic counts for performance measurements. Appropriate security measures and levels of authority will be incorporated into these ITS elements to prevent any undesired access to data or control of field devices.

Another primary component of this project is the expansion of the County's Information Exchange Network (IEN) into the South Bay Forum. The IEN will provide an inter-jurisdictional data-sharing component to allow the implementation of arterial traffic management strategies such as cooperative efforts in timing plan development and coordinated response to arterial incidents, congestion and special events. These strategies will result in a substantial enhancement of traffic signal coordination and event management capabilities for the affected cities. The IEN also includes monitoring and control access permissions/restrictions among the agencies to prevent unauthorized access.

This project complements other ITS projects in the area and is part of a long-range plan to improve all major corridors in Los Angeles County. These ITS elements are part of the overall strategy to provide centralized control and monitoring and multi-jurisdictional response capabilities by tying all routes to a TMC for regional operation. These ITS elements will enable jurisdictions to respond more efficiently and effectively to traffic congestion caused by incidents, special events, and malfunctioning traffic signal equipment.

Due to unforeseen complications, field conditions, actual engineering costs, actual consultant contract amounts, construction bids, and a variety of other factors, it may become necessary to make adjustments to the scope of work and revise the estimated costs as the project progresses. Upon completion of the design phase, detailed summaries of the improvements and cost estimates will be submitted to the Metro project manager and any project adjustments will be made with the Metro project manager's approval.

Attachment D-1

Los Angeles Metropolitan Transportation Authority

2021 Federal Transportation Improvement Program ($000)

TIP ID **LA9918952** Implementing Agency **Los Angeles County**

Project Description: This project involves synchronizing the traffic signals at the 35 intersections on Avalon Boulevard between 126th Street and Sepulveda Boulevard. The attached map is missing the two I-405 freeway ramps, Carson Street, and Watson Center Rd/228th.

SCAG RTP Project #:
Study:N/A Is Model: YES Model #:
PM: Ricardo Gordillo, PE - (626)458-3994

LS: N LS GROUP#:
Conformity Category: TCM

System :Local Hwy | Route : | Postmile: | Distance: | Phase: Engineering/Plans, Specifications and Estimates (PS&E) | Completion Date 03/31/2024

Lane # Extd: N/A Lane # Prop: N/A Aprv Desc: Traffic signals synchronization - 35 intersections | Air Basin: SCAB | Envir Doc: CATEGORICALLY EXEMPT - 12/31/2013

Toll Rate: 0.00 | Toll Colc Loc: | Toll Method: | Hov acs eg loc: | Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region:

CTIPS ID: | EA #: | PPNO:

Program Code: ITS02 - SIGNAL SYNCHRONIZATION Stop Loc:

	PHASE	PRIOR	20/21	21/22	22/23	23/24	24/25	25/26	BEYOND	PROG TOTAL
MEASURE M MYSP (Multi Year Subregional Program)	PE			$60	$0	$0				$60
	RW			$0	$0	$0				$0
	CON			$70	$700	$700				$1,470
	SUBTOTAL			$130	$700	$700				$1,530
	TOTAL			**$130**	**$700**	**$700**				**$1,530**

TOTAL PE: $60 **TOTAL RW: $0** **TOTAL CON: $1,470** **TOTAL PROGRAMMED: $1,530**

- **General Comment:** Measure M funds are being added to the grant of F3310.
- **Modeling Comment:** Measure M funds are being added to the grant of F3310.
- **TCM Comment:** Measure M funds are being added to the grant of F3310.
- **Amendment Comment:** Measure M funds are being added to the grant of F3310.
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 21-97 - Accepted** **Change reason**:NEW PROJECT **Total Project Cost** **$1,530**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT B

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF LAWNDALE a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow, CITY and COUNTY desire to modify and synchronize the traffic signals along Rosecrans Avenue (East) TSSP from Ocean Gate Avenue to Vermont Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Hawthorne, the City of Los Angeles, the City of Gardena and COUNTY, and a separate agreement between the City of Gardena and COUNTY is being executed covering the portions of PROJECT within the City of Lawndale's jurisdictions; and

WHERES, PROJECT is within the shared geographical boundaries of CITY, the City of Hawthorne, the City of Los Angeles, the City of Gardena and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Hawthorne, the City of Los Angeles, the City of Gardena and COUNTY; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on March 15, 2021, entered into an amended Memorandum of Understanding No. P00F3310 (MOU) with the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/Metro MOU P00F3310 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Two Million Nine Hundred Forty-Nine Thousand Seven Hundred and 00/100 Dollars ($2,949,700.00); and

WHEREAS, under the MOU, Metro will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Six Hundred Fifty-Four Thousand Four Hundred and 00/100 Dollars ($1,654,400.00) for PROJECT; and

WHEREAS, allocation of the METRO grant is currently estimated to be, Five Hundred Ninety-Four Thousand Six Hundred and 00/100 Dollars ($594,600.00) toward CITY's jurisdictional share, Six Thousand One Hundred and 00/100 Dollars ($6,100.00) toward COUNTY's jurisdictional share, One Million One Thousand One Hundred and 00/100 Dollars ($1,001,100.00) toward the City of Gardena's jurisdictional share, and Fifty-Two Thousand Six Hundred and 00/100 Dollars ($52,600.00) towards the City of Hawthorne's jurisdictional share.

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be, One Million Twenty Thousand Nine Hundred and 00/100 Dollars ($1,020,900.00) by claiming its share of COUNTY/METRO grant funds, currently estimated to be Five Hundred Ninety-Four Thousand Six Hundred and 00/100 Dollars ($594,600.00) and contributing other CITY funds in the amount of One Hundred Eighty-Six Thousand Five Hundred Dollars and 00/100 Dollars ($186,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute funds in the amount of Two Hundred Thirty-Nine Thousand Eight Hundred and 00/100 Dollars ($239,800.00) to finance a portion of CITY'S COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds of One Hundred Eighty-Six Thousand Five Hundred and 00/100 Dollars ($186,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction less the grant amount for grant eligible items plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and three and a half (3.5) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether estimated to be One Hundred Eighty-Six Thousand Five Hundred and 00/100 Dollars ($186,500.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.

b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.

d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of

PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.

b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of One Hundred Eighty-Six Thousand Five Hundred Dollars and 00/100 ($186,500.00) hereinafter referred as CITY'S PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.

c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.

d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.

e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to assist COUNTY in utilizing the City's prior rights over utility companies and owners of substructure and overhead facilities and execute any necessary documentation to temporarily grant, transfer or assign such

prior rights to the COUNTY when necessary for the COUNTY to construct and complete the PROJECT. All such prior rights shall revert to the CITY upon completion of the PROJECT.

f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.

g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Rosecrans Avenue (East).

(3) COUNTY AGREES:

a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.

b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.

c. To contribute toward CITY'S share of COST OF PROJECT, currently estimated to be Two Hundred Thirty-Nine Thousand Eight Hundred and 00/100 Dollars ($239,800.00).

d. To submit an invoice to CITY in the amount of One Hundred Eighty-Six Thousand Five Hundred and 00/100 Dollars ($186,500.00) upon adoption of this AGREEMENT by COUNTY.

e. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.

f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.

g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of Metro relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five

Percent (25%) Discretionary funds and Memorandum of Understanding No. P00F3310 between COUNTY and Metro. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and Metro, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.

h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.

i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY'S share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.

j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.

k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.

b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from Metro pursuant to Memorandum of Understanding No. P00F3310 between COUNTY and Metro. If COUNTY and/or Metro fails to provide its financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from Metro to COUNTY that Metro funds are not available.

c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY'S share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY'S share of the COST OF PROJECT, shall be borne by COUNTY.

d. That if at final accounting CITY'S share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) a., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.

e. That if CITY'S PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.

h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.

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

CITY: Mr. Sean Moore
City Manager
City of Lawndale
14717 Burin Ave.
Lawndale, CA 90260

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.

l. In the event that a claim lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.

m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY

under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32065 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LAWNDALE on _____, 2024, and by the COUNTY OF LOS ANGELES on _____, 2024.

COUNTY OF LOS ANGELES

By_____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By_____
Deputy

CITY OF LAWNDALE

By_____
City Manager

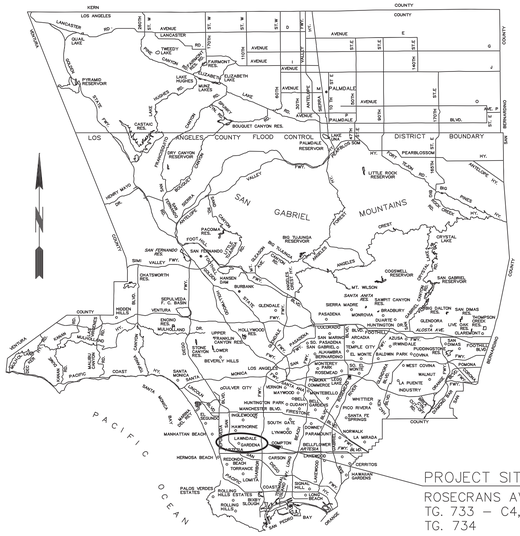
ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By_____
City Attorney

ATTACHMENT C



LOCATION MAP

NO SCALE

LOS ANGELES COUNTY PUBLIC WORKS

ROSECRANS AVENUE (EAST)

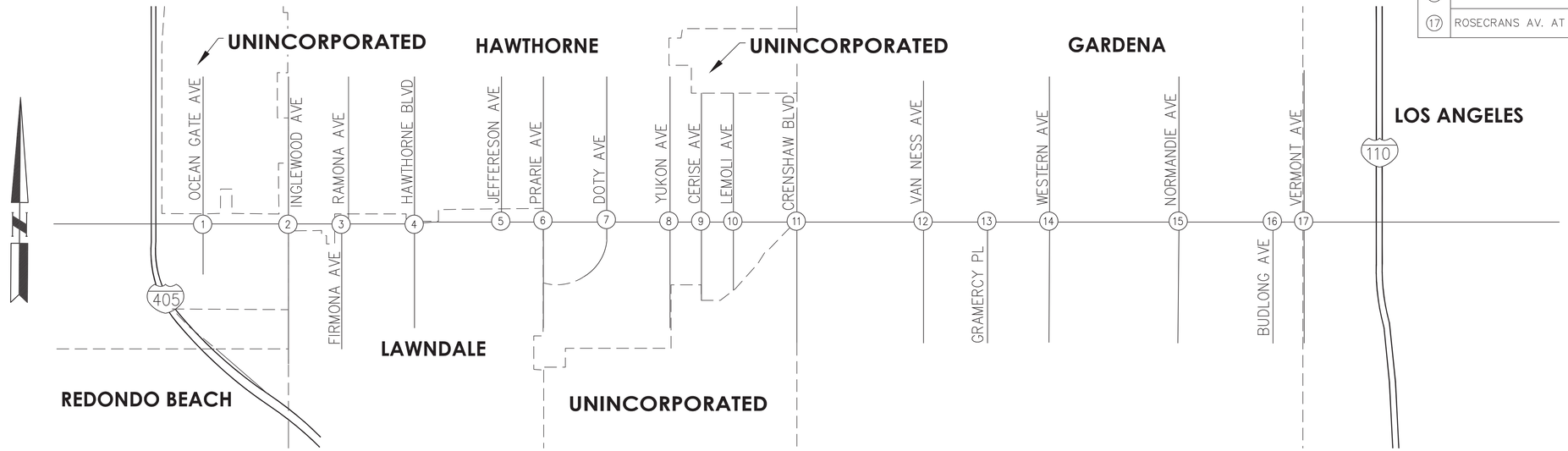
FROM OCEAN GATE AVENUE TO VERMONT AVENUE

TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

PROJECT ID NO. TSM0010255

SHEET INDEX

NO.	INTERSECTION	SHEET
	TITLE SHEET	1
1	ROSECRANS AV. AT OCEAN GATE AV	NO WORK
2	ROSECRANS AV. AT INGLEWOOD AV	NO WORK
3	ROSECRANS AV. AT RAMONA AV/FIRMONA AV	2, 3
4	ROSECRANS AV. AT HAWTHORNE BL	NO WORK
5	ROSECRANS AV. AT JEFFERSON AV	4, 5
6	ROSECRANS AV. AT PRAIRIE AV	NO WORK
7	ROSECRANS AV. AT DOTY AV	NO WORK
8	ROSECRANS AV. AT YUKON AV	NO WORK
9	ROSECRANS AV. AT CERISE AV	NO WORK
10	ROSECRANS AV. AT LEMOLI AV	NO WORK
11	ROSECRANS AV. AT CRENSHAW BL	NO WORK
12	ROSECRANS AV. AT VAN NESS AV	NO WORK
13	ROSECRANS AV. AT GRAMERCY PL	6, 7
14	ROSECRANS AV. AT WESTERN AV	8, 9
15	ROSECRANS AV. AT NORMANDIE AV	10, 11
16	ROSECRANS AV. AT BUDLONG AV	NO WORK
17	ROSECRANS AV. AT VERMONT AV	NO WORK



KEY MAP

NO SCALE

CADD PROJECT FILE NAME

CHECKER KRR

DESIGNER JP

DRAFTER JP

PRIME CONTRACTOR LICENSE REQUIRED: A AND C10

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
949.923.6000 stantec.com
Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED: LOS ANGELES COUNTY
BY: Milad Hashemi DATE: 01/02/2024

RECOMMENDED: LOS ANGELES COUNTY
BY: Martin Amendson DATE: 12/29/2023

APPROVED: MARK PESTRELLA, DIRECTOR OF PUBLIC WORKS
BY: _____ DATE: _____

DATE	MARK	DESCRIPTION
		REVISIONS

REGISTERED PROFESSIONAL ENGINEER SUSAN E. REID No. 56872 Exp. 6/30/2025 CIVIL STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

TITLE SHEET

ROSECRANS AVENUE (EAST) TSSP

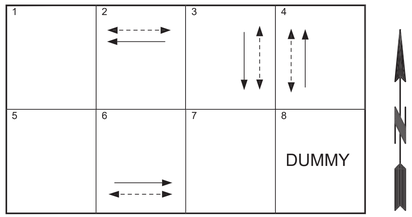
OCEAN GATE AVENUE TO VERMONT AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE | T.S. 6574 | SHEET 1 OF 11

PLAN TS

EXISTING SIGNAL PHASE DIAGRAM



OPERATION: Ø2 AND Ø6 ON VEHICLE RECALL
Ø3 AND Ø4 ON NON-LOCK

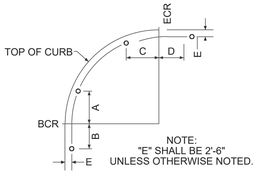
GENERAL NOTES:

1. REFER TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 EDITION, THE SPECIAL PROVISIONS, AND THE REFERENCED STANDARD PLANS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE PLANS.
2. THE GPS UNIVERSAL TIME BASE UNIT/MODULE ANTENNA SHALL BE LOCATED ON THE STREET SIDE OF THE TOP OF THE CONTROLLER CABINET.
3. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
4. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE EXISTING SIGNAL PHASE DIAGRAM.
5. (XXXX) INDICATES LOOP AND/OR VIDEO/RADAR DETECTION ZONE ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
6. ALL LOOPS SHALL BE ROUND (6' DIAMETER), UNLESS OTHERWISE NOTED.
7. ALL LOOPS SHALL BE CENTERED IN THE MIDDLE OF THE LANE AND FRONT LOOPS SHALL BE PLACED BEHIND THE LIMIT LINE, UNLESS OTHERWISE NOTED.
8. INDICATES PROPOSED RADAR DETECTION ZONE.
9. INDICATES PROPOSED VIDEO/RADAR UNIT OR VIDEO DETECTION CAMERA.
10. INDICATES BICYCLE LOOP DETECTOR.
11. DETECTORS AND/OR VIDEO/RADAR DETECTION ZONES SHALL BE CONFIGURED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
12. REMOVAL OR RELOCATION OF WIRELESS RADIO EQUIPMENT AND ANTENNA WILL BE DONE BY THE AGENCY. CONTRACTOR SHALL CONTACT THE SIGNAL SHOP AT (626) 458-1700 TEN (10) WORKING DAYS IN ADVANCE FOR COORDINATION.
13. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER.
14. ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
15. ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
16. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY SOUTHERN CALIFORNIA EDISON AT (310) 783-9315 FOR THE REMOVAL OF EXISTING STREET LIGHT.
17. THE CONTRACTOR SHALL ARRANGE FOR MANUFACTURER REPRESENTATIVE TO BE PRESENT DURING THE INSTALLATION OF THE RADAR DETECTION SYSTEM AND RADAR UNIT(S).
18. CONTACT LOS ANGELES COUNTY PUBLIC WORKS AT (626) 300-2012 UPON START OF SIGNAL CONSTRUCTION TO COORDINATE THE DEVELOPMENT OF TRAFFIC SIGNAL TIMING AND IMPLEMENTATION.

POLE SCHEDULE

POLE			SIGNAL M.A. LENGTH	SIGNAL MOUNTING			LUMINAIRE		PED. PUSH BUTTON		STREET NAME SIGN		POLE LOCATION				
NO.	TYPE	SPEC YEAR		M.A.	POLE	PED	M.A. LENGTH	H.P.S.* WATTS	NO.	PHASE	TYPE	LEGEND	A	B	C	D	E
(1)	15	----	----	----	SV-1-TA**	SP-1-T	12'	150(N)	1	6	----	----	----	----	3'	----	2.5'
(2)	15	----	----	----	----	SP-1-T	8'	200(N)	1	4	----	----	3.5'	----	----	----	2.5'
(3)	15*	----	----	----	SV-1-TA	SP-1-T	8'	200(N)	1	4	I.I.	Rosecrans Ave	SEE PLAN				2.5'
(4)	1A(10')	----	----	----	TV-2-T	----	----	----	-	-	----	----	SEE PLAN				2.5'
(5)	19-4-100(N)	2022	30'(N)	2-MAS(N)	SV-1-T(N)	SP-1-T(N)	12'(N)	200(N)	-	-	I.I.(N)	Firmona Av →	----	----	----	3'	3'
(6)	PPB POST	----	----	----	----	----	----	----	1	6	----	----	3.5'	----	----	----	2.5'
(7)	19-4-100(N)	2022	30'(N)	2-MAS(N)	SV-1-T(N)	SP-1-T(N)	12'(N)	200(N)	-	-	I.I.(N)	Ramona Av →	----	----	----	3'	2.5'
(8)	15	----	----	----	----	----	12'	150(N)	1	2	----	----	4'	----	----	----	2.5'
(9)	1A(7')	----	----	----	----	TP-1-T	----	----	1	2	----	----	----	----	3'	----	2.5'
(10)	15	----	----	----	----	SP-1-T	8'	200(N)	1	3	----	----	0'	----	----	----	2.5'
(11)	15	----	----	----	SV-1-TA	SP-1-T	8'	200(N)	1	3	I.I.(N)	← Ramona Av	SEE PLAN				2.5'
(12)	15	----	----	----	SV-2-TA	----	8'	200(N)	-	-	I.I.	Rosecrans Av	SEE PLAN				2.5'

ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.
(N) INDICATES NEW EQUIPMENT.
I.I. - INDICATES INTERNALLY ILLUMINATED STREET NAME SIGN.
ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER CALTRANS STANDARD PLANS, 2023 EDITION.
ALL SIGNAL MOUNTINGS SHALL BE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION.
*INSTALL ALL HIGHWAY SAFETY LIGHTS WITH LED EQUIVALENT. HIGHWAY SAFETY LIGHTS TO BE LED LIGHTING MANUFACTURED BY ACUITY LIGHTING (2700K) OR EQUIVALENT MODELS APPROVED BY AGENCY.
** HIGH MOUNT.



NOTE:
"E" SHALL BE 2'-6"
UNLESS OTHERWISE NOTED.

POLE LOCATION DETAIL
NO SCALE

CONSTRUCTION NOTES:

1. TYPE 332 CABINET ON EXISTING FOUNDATION COMPLETE WITH (3) 2-CHANNEL ILD SENSOR UNITS, RADAR DETECTION SYSTEM COMPLETE WITH PROCESSOR(S) AND COMMUNICATION MODULE, (2) PED ISOLATION MODULES, (8) SWITCH PACKS, GPS UNIVERSAL TIME BASE UNIT AND ANTENNA, AND ALL OTHER EQUIPMENT NECESSARY FOR THE INTENDED OPERATION AS SHOWN ON THE PLAN (SEE SPECIAL PROVISIONS).
2. RELOCATE EXISTING TYPE 170 ATC/HC-11 CONTROLLER WITH LACO-4E PROGRAM, WIRELESS RADIO EQUIPMENT, AND BATTERY BACK-UP SYSTEM AND CABINET TO NEW 332 CABINET. REMOVE EXISTING TYPE 332 CABINET COMPLETE. SEE GENERAL NOTE #12.
3. RADAR DETECTION UNIT ON LUMINAIRE OR SIGNAL MAST ARM PER MANUFACTURER'S SPECIFICATIONS. SEE SPECIAL PROVISIONS AND GENERAL NOTE #17.
4. 3" PVC CONDUIT. LENGTH IS AS SHOWN ON PLAN.
5. LED LUMINAIRE ON EXISTING LUMINAIRE MAST ARM AS SHOWN. REMOVE EXISTING LUMINAIRE. (SEE POLE SCHEDULE).
6. DETAIL 38 STRIPING PER CALTRANS STANDARD PLAN A20D. LENGTH AS SHOWN ON PLAN.
7. TYPE 19 STANDARD ON NEW FOUNDATION COMPLETE WITH NEW EQUIPMENT AS SHOWN. (SEE POLE SCHEDULE).
8. RE-WIRE INTERSECTION.
9. COMPOSITE TYPE 3 PULL BOX. REMOVE EXISTING PULL BOX AS NEEDED.
10. ABANDON. IF APPLIED TO CONDUIT, REMOVE EXISTING CONDUCTORS.
11. LOOP(S) AS SHOWN.
12. SIGN(S) AS SHOWN.
13. INTERNALLY ILLUMINATED STREET NAME SIGN. REMOVE EXISTING STREET NAME SIGN. (SEE POLE SCHEDULE).
14. REMOVE EXISTING TYPE 17 STANDARD COMPLETE. REMOVE EXISTING FOUNDATION.
15. 12" STRIPING (WHITE). LENGTH IS AS SHOWN ON PLAN.
16. REMOVE EXISTING STREET LIGHT POLE AND FOUNDATION COMPLETE. SEE GENERAL NOTE #16.
17. INSTALL NEW PULL BOX IN EXISTING CONDUIT RUN.
18. INSTALL NEW CONDUIT INTO EXISTING PULL BOX.
19. REMOVE EXISTING POWER POLE MOUNTED STREET LIGHT MAST ARM AND LUMINAIRE. SEE GENERAL NOTE #16.
20. RELOCATE EXISTING SIGN TO NEW SIGN POST.

84.4% CITY OF LAWNDALE
15.6% CITY OF HAWTHORNE

REGISTERED PROFESSIONAL ENGINEER
KEITH RANDALL RUTHERFORD
No. TR001647
TRAFFIC
STATE OF CALIFORNIA

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
949.923.6000 stantec.com
Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED	LOS ANGELES COUNTY	
SMR		
MAA	Milad Hashemi	01/02/2024
BY:		DATE
APPROVED	CITY OF LAWNDALE	
BY:		DATE
APPROVED	CITY OF HAWTHORNE	
	Evangelia Tonks	01/03/2024
BY:		DATE

DATE	MARK	DESCRIPTION

REVISIONS

REGISTERED PROFESSIONAL ENGINEER
SUSAN E. REID
No. 56872
Exp. 6/30/2025
CIVIL
STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

TRAFFIC SIGNAL PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE
AT FIRMONA AVENUE / RAMONA AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 3 OF 17	T.S. 2602	SHEET 2 OF 11

FOR UTILITIES SEE SHEET 3 OF 11

TS-TSC-DC - 07/2019

PLAN TS

CADD PROJECT FILE NAME
CHECKER KRR
DESIGNER JP
DRAFTER JP

T.G. 733 - C4

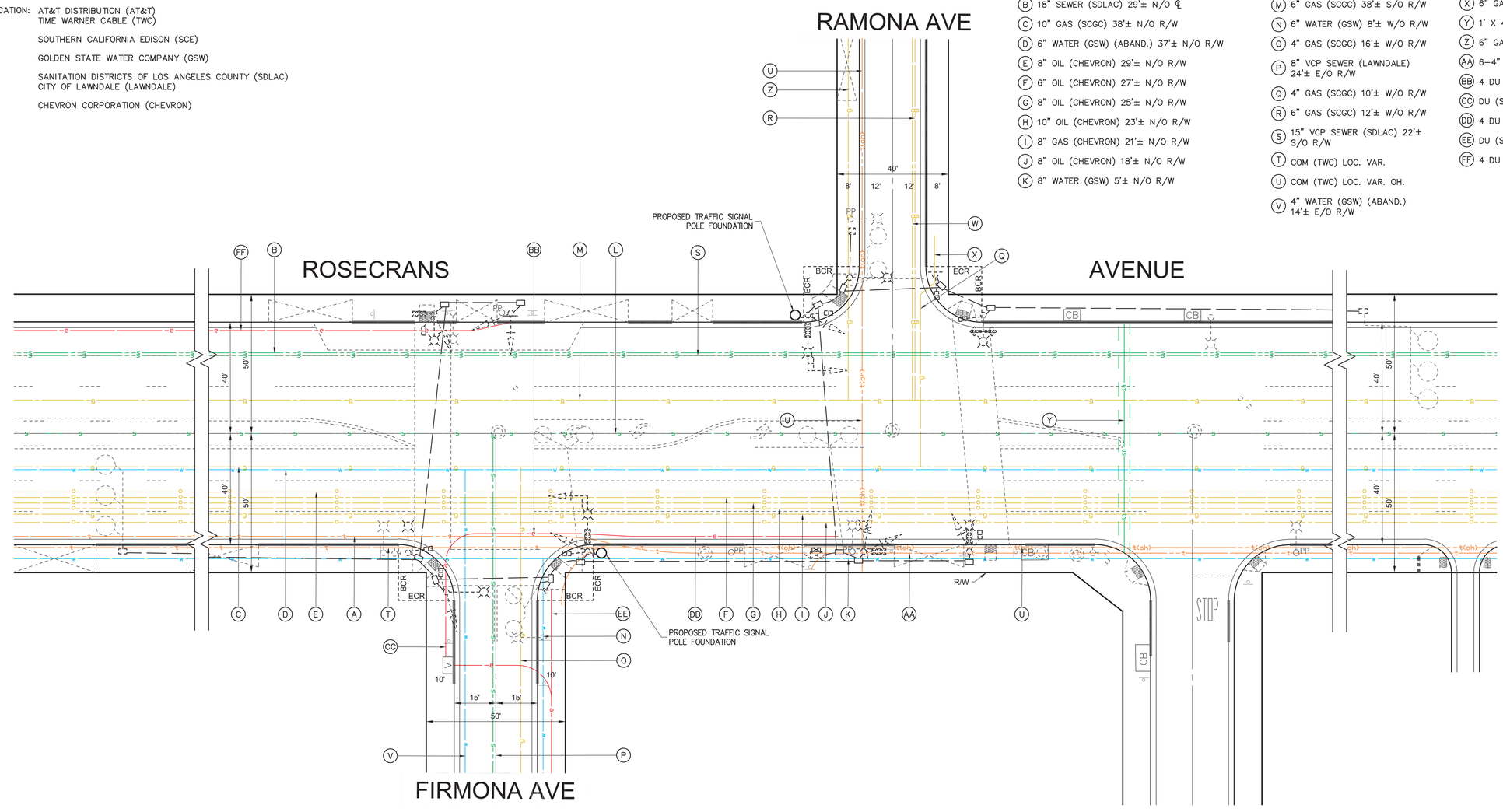
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UTILITIES

NATURAL GAS:	SOUTHERN CALIFORNIA GAS COMPANY (SCGC) – DISTRIBUTION CHEVRON CORPORATION (CHEVRON)
COMMUNICATION:	AT&T DISTRIBUTION (AT&T) TIME WARNER CABLE (TWC)
POWER:	SOUTHERN CALIFORNIA EDISON (SCE)
WATER:	GOLDEN STATE WATER COMPANY (GSW)
SEWER:	SANITATION DISTRICTS OF LOS ANGELES COUNTY (SDLAC) CITY OF LAWNDALE (LAWNDALE)
OIL:	CHEVRON CORPORATION (CHEVRON)

SUBSTRUCTURE LEGEND

- (A) 6–4" MCD+1–3.5" C–CEM TEL (AT&T) 37'± S/O ℄
- (B) 18" SEWER (SDLAC) 29'± N/O ℄
- (C) 10" GAS (SCGC) 38'± N/O R/W
- (D) 6" WATER (GSW) (ABAND.) 37'± N/O R/W
- (E) 8" OIL (CHEVRON) 29'± N/O R/W
- (F) 6" OIL (CHEVRON) 27'± N/O R/W
- (G) 8" OIL (CHEVRON) 25'± N/O R/W
- (H) 10" OIL (CHEVRON) 23'± N/O R/W
- (I) 8" GAS (CHEVRON) 21'± N/O R/W
- (J) 8" OIL (CHEVRON) 18'± N/O R/W
- (K) 8" WATER (GSW) 5'± N/O R/W
- (L) 8" NRCP SEWER (SDLAC) ON ℄
- (M) 6" GAS (SCGC) 38'± S/O R/W
- (N) 6" WATER (GSW) 8'± W/O R/W
- (O) 4" GAS (SCGC) 16'± W/O R/W
- (P) 8" VCP SEWER (LAWNDALE) 24'± E/O R/W
- (Q) 4" GAS (SCGC) 10'± W/O R/W
- (R) 6" GAS (SCGC) 12'± W/O R/W
- (S) 15" VCP SEWER (SDLAC) 22'± S/O R/W
- (T) COM (TWC) LOC. VAR.
- (U) COM (TWC) LOC. VAR. OH.
- (V) 4" WATER (GSW) (ABAND.) 14'± E/O R/W
- (W) 6" GAS (SCGC) 13'± W/O R/W
- (X) 6" GAS (SCGC) 5'± W/O R/W
- (Y) 1' X 4' RC BOX CULVERT 63'± E/O R/W
- (Z) 6" GAS (SCGC) 4'± E/O R/W
- (AA) 6–4" MCD+1–3.5" C–CEM TEL (AT&T) 43'± S/O ℄
- (BB) 4 DU (SCE) 14'± N/O R/W
- (CC) DU (SCE) 7'± E/O R/W
- (DD) 4 DU (SCE) 13'± N/O R/W
- (EE) DU (SCE) 5'± W/O R/W
- (FF) 4 DU (SCE) 13'± S/O R/W



T.G. 733 - C4

84.4% CITY OF LAWNDALE
15.6% CITY OF HAWTHORNE

LOS ANGELES COUNTY PUBLIC WORKS

UTILITY PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE
AT FIRMONA AVENUE / RAMONA AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20' | I/S 3 OF 17 | T.S. 2602 | SHEET 3 OF 11

TS-TSC-DC - 07/2019

PLAN TS

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
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Susan Reid 12/22/23
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REVIEWED LOS ANGELES COUNTY
SMP MAA Milad Hagheni 01/02/2024
BY: DATE

APPROVED CITY OF LAWNDALE
BY: DATE

APPROVED CITY OF HAWTHORNE
Omegar Tonda 01/03/2024
BY: DATE

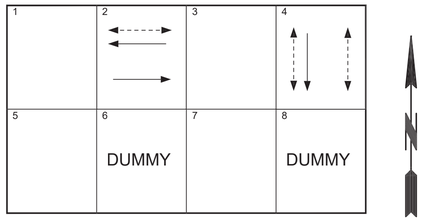
DATE	MARK	DESCRIPTION
		REVISIONS

REGISTERED PROFESSIONAL ENGINEER — SUSAN E. REID — No. 56872 — Exp. 6/30/2025 — CIVIL — STATE OF CALIFORNIA

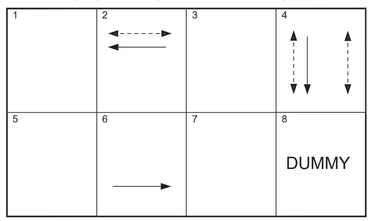
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	KRR	JP	JP

DATE: TIME: FILE: V:\2042\active\2042542900\drawing\sheet_files\Rosecrans\Utilities\2_ROSECRANS-FIRMONA-RAMONA-Utility.dwg 12/22/23 - 2:05pm jopark

EXISTING SIGNAL PHASE DIAGRAM



PROPOSED SIGNAL PHASE DIAGRAM



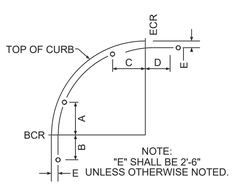
OPERATION: Ø2 AND Ø6 ON VEHICLE RECALL
Ø4 ON NON-LOCK AND TIME DELAY FOR RIGHT TURNS

GENERAL NOTES

1. REFER TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 EDITION, THE SPECIAL PROVISIONS, AND THE REFERENCED STANDARD PLANS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE PLANS.
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3. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
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5. (XXXX) INDICATES LOOP AND/OR VIDEO/RADAR DETECTION ZONE ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
6. ALL LOOPS SHALL BE ROUND (6' DIAMETER), UNLESS OTHERWISE NOTED.
7. INDICATES PROPOSED RADAR DETECTION ZONE.
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9. INDICATES BICYCLE LOOP DETECTOR.
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POLE SCHEDULE																
POLE			SIGNAL M.A. LENGTH	SIGNAL MOUNTING			LUMINAIRE		PED. PUSH BUTTON		STREET NAME SIGN		POLE LOCATION				
NO.	TYPE	SPEC YEAR		M.A.	POLE	PED	M.A. LENGTH	H.P.S. * WATTS	NO.	PHASE	TYPE	LEGEND	A	B	C	D	E
1	19-4-100(N)	2022	30'(N)	2-MAS(N)	SV-1-T(N)	SP-1-T(N)	12'(N)	200(N)	1(N)	4	I.I(N)	Jefferson →	----	----	1'	----	2.5'
2	1A (7')	----	----	----	----	TP-1-T	----	----	1	2	----	----	7.5'	----	----	----	2.5'
3	1A (7')	----	----	----	----	TP-1	----	----	1	2	----	----	----	----	7'	----	2.5'
4	15	----	----	----	SV-1-T	SP-1-T	12'	200(N)	1	4	----	----	9'	----	----	----	2'
5	24-4-100(N)▲**	2022	35'(N)	2-MAS(N)	SV-2-T(N)	SP-1-T(N)	10'(N)	200(N)	1(N)	4	I.I(N)	← Jefferson	SEE PLAN				4'
6	15	----	----	----	SV-2-T	SP-1-T	12'	200(N)	1	4	I.I.	Rosecrans Ave	SEE PLAN				2.5'

ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.
(N) INDICATES NEW EQUIPMENT.
I.I. - INDICATES INTERNALLY ILLUMINATED STREET NAME SIGN.
ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER CALTRANS STANDARD PLANS, 2023 EDITION.
ALL SIGNAL MOUNTINGS SHALL BE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION.
*INSTALL ALL HIGHWAY SAFETY LIGHTS WITH LED EQUIVALENT. HIGHWAY SAFETY LIGHTS TO BE LED LIGHTING MANUFACTURED BY ACUITY LIGHTING (2700K) OR EQUIVALENT MODELS APPROVED BY AGENCY.
* * MODIFIED SIGNAL POLE HEIGHT OF 23'.
▲ NEAR HIGH VOLTAGE LINES.



POLE LOCATION DETAIL
NO SCALE

CONSTRUCTION NOTES

1. TYPE 332 CABINET ON EXISTING FOUNDATION COMPLETE WITH (2) 2-CHANNEL ILD SENSOR UNITS, RADAR DETECTION SYSTEM COMPLETE WITH PROCESSOR(S) AND COMMUNICATION MODULE, (1) PED ISOLATION MODULE, (4) SWITCH PACKS, GPS UNIVERSAL TIME BASE UNIT AND ANTENNA AND ALL OTHER EQUIPMENT NECESSARY FOR THE INTENDED OPERATION AS SHOWN ON THE PLAN (SEE SPECIAL PROVISIONS).
2. RELOCATE EXISTING TYPE 170E CONTROLLER WITH LACO-4E PROGRAM, WIRELESS RADIO EQUIPMENT, AND BATTERY BACK-UP SYSTEM AND CABINET TO NEW 332 CABINET. REMOVE EXISTING TYPE 332 CABINET COMPLETE. SEE GENERAL NOTE #12.
3. RADAR DETECTION UNIT ON LUMINAIRE OR SIGNAL MAST ARM PER MANUFACTURER'S SPECIFICATIONS. SEE SPECIAL PROVISIONS AND GENERAL NOTE #16.
4. LED LUMINAIRE ON EXISTING LUMINAIRE MAST ARM AS SHOWN. REMOVE EXISTING LUMINAIRE. (SEE POLE SCHEDULE).
5. TYPE 24 STANDARD ON NEW FOUNDATION COMPLETE WITH EQUIPMENT AS SHOWN (SEE POLE SCHEDULE).
6. REMOVE RADIO CORRECTED TIME BASE UNIT ANTENNA.
7. TYPE 19 STANDARD ON NEW FOUNDATION COMPLETE WITH EQUIPMENT AS SHOWN, (SEE POLE SCHEDULE),
8. LOOP(S) AS SHOWN.
9. RE-WIRE INTERSECTION.
10. ABANDON. IF APPLIED TO CONDUIT, REMOVE EXISTING CONDUCTORS.
11. COMPOSITE TYPE 3 PULL BOX. REMOVE EXISTING PULL BOX AS NEEDED.
12. SIGN(S) AS SHOWN.
13. REMOVE EXISTING TYPE 3 STANDARD NEAR HIGH VOLTAGE LINES COMPLETE. REMOVE EXISTING FOUNDATION (SEE POLE SCHEDULE).
14. REMOVE EXISTING TYPE 17 STANDARD COMPLETE. REMOVE EXISTING FOUNDATION. (SEE POLE SCHEDULE).
15. 3" PVC CONDUIT. LENGTH AS SHOWN ON PLAN.
16. REMOVE EXISTING POWER POLE MOUNTED STREET LIGHT AMST ARM AND LUMINAIRE. SEE GENERAL NOTE #18.

100% CITY OF LAWNDALE

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
949.923.6000 stantec.com
Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
SMP
MAA Milad Hashemi 01/02/2024
BY: DATE

APPROVED CITY OF LAWNDALE
BY: DATE

DATE	MARK	DESCRIPTION

REVISIONS

REGISTERED PROFESSIONAL ENGINEER SUSAN E. REID No. 56872 Exp. 6/30/2025 CIVIL STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

TRAFFIC SIGNAL PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE AT JEFFERSON AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 5 OF 17	T.S. 0609	SHEET 4 OF 11

FOR UTILITIES SEE SHEET 5 OF 11

TS-TSC-DC - 07/2019

PLAN TS

T.G. 733 - D4

DRAFTER	DESIGNER	CHECKER	CADD PROJECT FILE NAME
JP	JP	KRR	

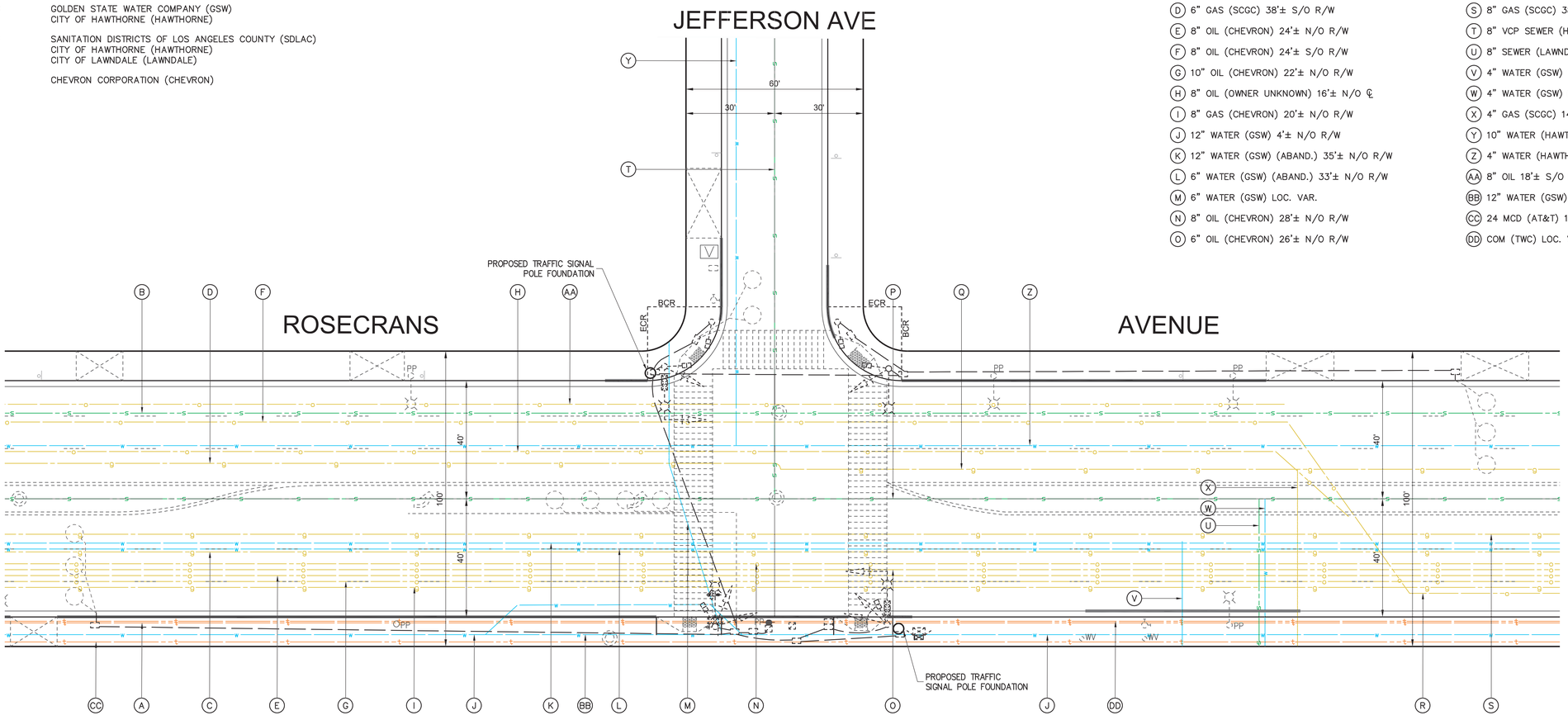
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UTILITIES

NATURAL GAS:	SOUTHERN CALIFORNIA GAS COMPANY (SCGC) – DISTRIBUTION CHEVRON CORPORATION (CHEVRON)
COMMUNICATION:	AT&T DISTRIBUTION (AT&T) TIME WARNER CABLE (TWC)
WATER:	GOLDEN STATE WATER COMPANY (GSW) CITY OF HAWTHORNE (HAWTHORNE)
SEWER:	SANITATION DISTRICTS OF LOS ANGELES COUNTY (SDLAC) CITY OF HAWTHORNE (HAWTHORNE) CITY OF LAWNDALE (LAWNDALE)
OIL:	CHEVRON CORPORATION (CHEVRON)

SUBSTRUCTURE LEGEND

- (A) 4 MTD TEL (AT&T) 8'± N/O R/W
- (B) 18" VCP SEWER (SDLAC) 21'± S/O R/W
- (C) 10" GAS (SCGC) (ABAND.) 32'± N/O R/W
- (D) 6" GAS (SCGC) 38'± S/O R/W
- (E) 8" OIL (CHEVRON) 24'± N/O R/W
- (F) 8" OIL (CHEVRON) 24'± S/O R/W
- (G) 10" OIL (CHEVRON) 22'± N/O R/W
- (H) 8" OIL (OWNER UNKNOWN) 16'± N/O ℄
- (I) 8" GAS (CHEVRON) 20'± N/O R/W
- (J) 12" WATER (GSW) 4'± N/O R/W
- (K) 12" WATER (GSW) (ABAND.) 35'± N/O R/W
- (L) 6" WATER (GSW) (ABAND.) 33'± N/O R/W
- (M) 6" WATER (GSW) LOC. VAR.
- (N) 8" OIL (CHEVRON) 28'± N/O R/W
- (O) 6" OIL (CHEVRON) 26'± N/O R/W
- (P) 10" NRCP SEWER (SDLAC) ON ℄
- (Q) 6" GAS (SCGC) 40'± S/O R/W
- (R) 8" OIL (CHEVRON) 18'± N/O R/W
- (S) 8" GAS (SCGC) 38'± N/O R/W
- (T) 8" VCP SEWER (HAWTHORNE) ON ℄
- (U) 8" SEWER (LAWNDALE) 134'± E/O R/W
- (V) 4" WATER (GSW) 108'± E/O R/W
- (W) 4" WATER (GSW) (ABAND.) 136'± E/O R/W
- (X) 4" GAS (SCGC) 147'± E/O R/W
- (Y) 10" WATER (HAWTHORNE) 17'± E/O R/W
- (Z) 4" WATER (HAWTHORNE) 32'± S/O R/W
- (AA) 8" OIL 18'± S/O R/W
- (BB) 12" WATER (GSW) (ABAND.) 4'± N/O R/W
- (CC) 24 MCD (AT&T) 1.5'± N/O R/W
- (DD) COM (TWC) LOC. VAR. OH.



100% CITY OF LAWNDALE

CADD PROJECT FILE NAME

CHECKER KRR

DESIGNER JP

DRAFTER JP

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Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
SMF MAA Milad Hashemi 01/02/2024
BY: DATE

APPROVED CITY OF LAWNDALE
BY: DATE

DATE	MARK	DESCRIPTION
		REVISIONS

REGISTERED PROFESSIONAL ENGINEER
SUSAN E. REID
No. 56872
Exp. 6/30/2025
CIVIL
STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

UTILITY PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE AT JEFFERSON AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 5 OF 17	T.S. 0609	SHEET 5 OF 11

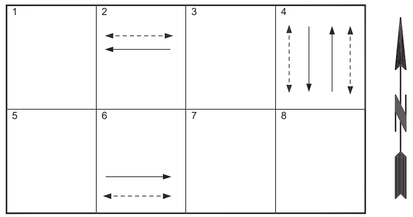
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T.G. 733 - D4

PLAN TS

DATE: TIME: FILE: V:\2042\active\2042542900\drawing\sheet_files\Rosecrans\Utilities\3_ROSECRANS-JEFFERSON-Utility.dwg 12/22/23 - 2:06pm jopark

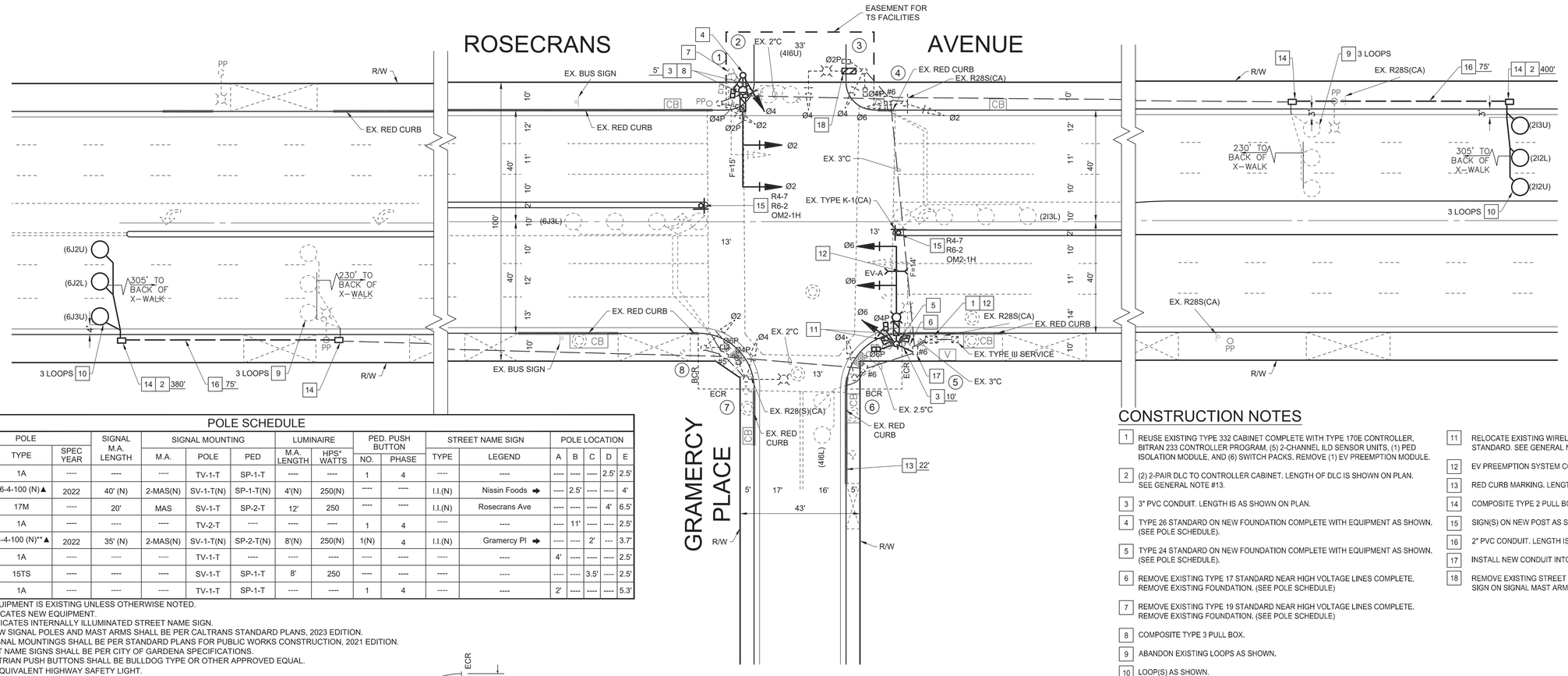
EXISTING SIGNAL PHASE DIAGRAM



OPERATION: Ø2 AND Ø6 ON VEHICLE RECALL
EV-A= Ø2 AND Ø6

GENERAL NOTES

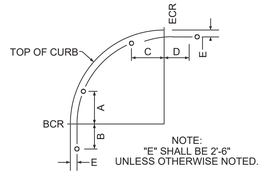
1. REFER TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 EDITION, THE SPECIAL PROVISIONS, AND THE REFERENCED STANDARD PLANS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE PLANS.
2. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE EXISTING SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATES LOOP ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
5. ALL LOOPS SHALL BE ROUND (6' DIAMETER), UNLESS OTHERWISE NOTED.
6. ALL LOOPS SHALL BE CENTERED IN THE MIDDLE OF THE LANE AND FRONT LOOPS SHALL BE PLACED BEHIND THE LIMIT LINE, UNLESS OTHERWISE NOTED.
7. DETECTORS SHALL BE WIRED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
8. REMOVAL OR RELOCATION OF WIRELESS RADIO EQUIPMENT AND ANTENNA WILL BE DONE BY THE AGENCY. CONTRACTOR SHALL CONTACT THE SIGNAL SHOP AT (626) 458-1700 TEN (10) WORKING DAYS IN ADVANCE FOR COORDINATION.
9. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER.
10. ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
11. ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
12. CONTACT LOS ANGELES COUNTY PUBLIC WORKS AT (626) 300-2012 UPON START OF SIGNAL CONSTRUCTION TO COORDINATE THE DEVELOPMENT OF TRAFFIC SIGNAL TIMING AND IMPLEMENTATION.
13. DLC CABLE SHALL BE A SINGLE CONTINUOUS RUN INSTALLED WITH NO SPLICES EXCEPT WHERE IT CONNECTS TO LOOP WIRES.



POLE SCHEDULE

NO.	POLE TYPE	SPEC YEAR	SIGNAL M.A. LENGTH	SIGNAL MOUNTING M.A.	SIGNAL MOUNTING POLE	SIGNAL MOUNTING PED	LUMINAIRE M.A. LENGTH	LUMINAIRE HPS* WATTS	PED. PUSH BUTTON NO.	PED. PUSH BUTTON PHASE	STREET NAME SIGN TYPE	STREET NAME SIGN LEGEND	POLE LOCATION A	B	C	D	E
1	1A	----	----	----	TV-1-T	SP-1-T	----	----	1	4	----	----	----	----	----	2.5'	2.5'
2	26-4-100 (N)▲	2022	40' (N)	2-MAS(N)	SV-1-T(N)	SP-1-T(N)	4'(N)	250(N)	----	----	I.I.(N)	Nissin Foods ➡	----	2.5'	----	----	4'
3	17M	----	20'	MAS	SV-1-T	SP-2-T	12'	250	----	----	I.I.(N)	Rosecrans Ave	----	----	----	4'	6.5'
4	1A	----	----	----	TV-2-T	----	----	----	1	4	----	----	----	11'	----	----	2.5'
5	24-4-100 (N)**▲	2022	35' (N)	2-MAS(N)	SV-1-T(N)	SP-2-T(N)	8'(N)	250(N)	1(N)	4	I.I.(N)	Gramercy Pl ➡	----	----	2'	---	3.7'
6	1A	----	----	----	TV-1-T	----	----	----	----	----	----	----	4'	----	----	----	2.5'
7	15TS	----	----	----	SV-1-T	SP-1-T	8'	250	----	----	----	----	----	----	3.5'	----	2.5'
8	1A	----	----	----	TV-1-T	SP-1-T	----	----	1	4	----	----	2'	----	----	----	5.3'

ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.
(N) INDICATES NEW EQUIPMENT.
I.I. - INDICATES INTERNALLY ILLUMINATED STREET NAME SIGN.
ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER CALTRANS STANDARD PLANS, 2023 EDITION.
ALL SIGNAL MOUNTINGS SHALL BE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION.
STREET NAME SIGNS SHALL BE PER CITY OF GARDENA SPECIFICATIONS.
PEDESTRIAN PUSH BUTTONS SHALL BE BULLDOG TYPE OR OTHER APPROVED EQUAL.
* LED EQUIVALENT HIGHWAY SAFETY LIGHT.
** MODIFIED SIGNAL POLE HEIGHT OF 23'.
▲ NEAR HIGH VOLTAGE LINES.



NOTE:
"E" SHALL BE 2'-6" UNLESS OTHERWISE NOTED.

POLE LOCATION DETAIL
NO SCALE

CONSTRUCTION NOTES

1. REUSE EXISTING TYPE 332 CABINET COMPLETE WITH TYPE 170E CONTROLLER, BITRAN 233 CONTROLLER PROGRAM, (5) 2-CHANNEL ILD SENSOR UNITS, (1) PED ISOLATION MODULE, AND (6) SWITCH PACKS. REMOVE (1) EV PREEMPTION MODULE.
2. (2) 2-PAIR DLC TO CONTROLLER CABINET. LENGTH OF DLC IS SHOWN ON PLAN. SEE GENERAL NOTE #13.
3. 3" PVC CONDUIT. LENGTH IS AS SHOWN ON PLAN.
4. TYPE 26 STANDARD ON NEW FOUNDATION COMPLETE WITH EQUIPMENT AS SHOWN. (SEE POLE SCHEDULE).
5. TYPE 24 STANDARD ON NEW FOUNDATION COMPLETE WITH EQUIPMENT AS SHOWN. (SEE POLE SCHEDULE).
6. REMOVE EXISTING TYPE 17 STANDARD NEAR HIGH VOLTAGE LINES COMPLETE. REMOVE EXISTING FOUNDATION. (SEE POLE SCHEDULE)
7. REMOVE EXISTING TYPE 19 STANDARD NEAR HIGH VOLTAGE LINES COMPLETE. REMOVE EXISTING FOUNDATION. (SEE POLE SCHEDULE)
8. COMPOSITE TYPE 3 PULL BOX.
9. ABANDON EXISTING LOOPS AS SHOWN.
10. LOOP(S) AS SHOWN.
11. RELOCATE EXISTING WIRELESS RADIO ANTENNA AND EQUIPMENT TO NEW STANDARD. SEE GENERAL NOTE #8.
12. EV PREEMPTION SYSTEM COMPLETE WITH DEVICE ON NEW STANDARD.
13. RED CURB MARKING. LENGTH IS AS SHOWN ON PLAN.
14. COMPOSITE TYPE 2 PULL BOX.
15. SIGN(S) ON NEW POST AS SHOWN.
16. 2" PVC CONDUIT. LENGTH IS AS SHOWN ON PLAN.
17. INSTALL NEW CONDUIT INTO EXISTING PULL BOX.
18. REMOVE EXISTING STREET NAME SIGN. INTERNALLY ILLUMINATED STREET NAME SIGN ON SIGNAL MAST ARM. (SEE POLE SCHEDULE)

100% CITY OF GARDENA

CADD PROJECT FILE NAME
CHECKER KRR
DESIGNER JP
DRAFTER JP

Stantec
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IRVINE, CA 92618
949.923.6000 stantec.com

Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
SMP
MAA Milad Haghani 01/02/2024
BY: DATE

APPROVED CITY OF GARDENA
BY: DATE

DATE	MARK	DESCRIPTION

REVISIONS

REGISTERED PROFESSIONAL ENGINEER
SUSAN E. REID
No. 56872
Exp. 6/30/2025
CIVIL
STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

TRAFFIC SIGNAL PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE AT GRAMERCY PLACE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 13 OF 17	T.S. 2498	SHEET 6 OF 11

FOR UTILITIES SEE SHEET 7 OF 11

TS-TSC-DC - 07/2019
PLAN TS

T.G. 733 - H3

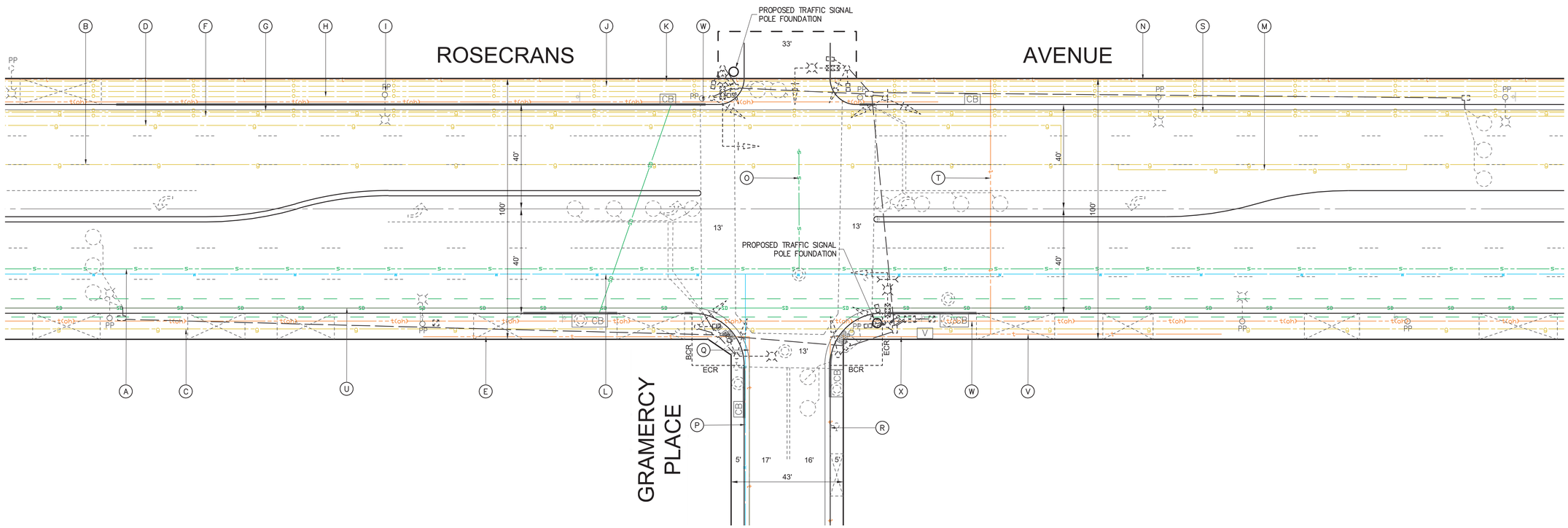
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UTILITIES

NATURAL GAS:	SOUTHERN CALIFORNIA GAS COMPANY (SCGC) – DISTRIBUTION
COMMUNICATION:	AT&T DISTRIBUTION (AT&T) TIME WARNER CABLE (TWC)
WATER:	GOLDEN STATE WATER COMPANY (GSW) LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD)
SEWER:	SANITATION DISTRICTS OF LOS ANGELES COUNTY (SDLAC)
OIL:	CRIMSON PIPELINE (CRIMSON)

SUBSTRUCTURE LEGEND

- (A) 18" SEWER (SDLAC) 27'± N/O R/W
- (B) 10" GAS (SCGC) (ABAND.) 33'± S/O R/W
- (C) 4" GAS (SCGC) 4'± N/O R/W
- (D) 10" GAS (SCGC) 18'± S/O R/W
- (E) COM (AT&T) (ABAND.) 49'± S/O ℄
- (F) 6" OIL (CRIMSON) 35.5'± N/O ℄
- (G) 8" OIL (CRIMSON) 37.5'± N/O ℄
- (H) 10" OIL (CRIMSON) 43'± N/O ℄
- (I) 8" OIL (CRIMSON) 45'± N/O ℄
- (J) 8" OIL (CRIMSON) 47'± N/O ℄
- (K) 8" OIL (CRIMSON) 49'± N/O ℄
- (L) 12" WATER (GSW) 25'± N/O R/W
- (M) 8" GAS (SCGC) 35'± S/O R/W
- (N) COM (AT&T) 0.5'± S/O R/W
- (O) 8" SEWER (SDLAC)
- (P) 8" WATER (GSW) 5.5'± E/O R/W
- (Q) COM (AT&T) 7'± E/O R/W
- (R) COM (AT&T) 5'± W/O R/W
- (S) 10" GAS (SCGC) 37'± N/O ℄
- (T) COM (AT&T) (ABAND.) 78'± E/O ℄
- (U) 9.5' X 7' RC BOX SD (LACFCD) 12'± N/O R/W
- (V) COM (AT&T) 2'± N/O R/W
- (W) COM (TWC) LOC. VAR. OH.
- (X) COM (AT&T) 49'± S/O ℄



100% CITY OF GARDENA

DRAFTER	JP
DESIGNER	JP
CHECKER	KRR
CADD PROJECT FILE NAME	

Stantec
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Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
BY: Milad Hagheni 01/02/2024 DATE

APPROVED CITY OF GARDENA
BY: DATE

DATE	MARK	DESCRIPTION
		REVISIONS

REGISTERED PROFESSIONAL ENGINEER — SUSAN E. REID — No. 56872 — Exp. 6/30/2025 — CIVIL — STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

UTILITY PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE AT GRAMERCY PLACE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 13 OF 17	T.S. 2498	SHEET 7 OF 11

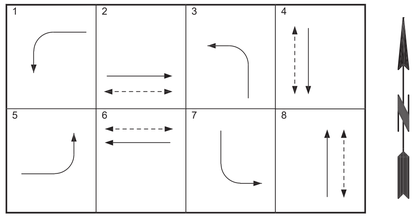
TS-TSC-DC - 07/2019

T.G. 733 - H3

PLAN TS

DATE: TIME: FILE: V:\2042\active\2042542900\drawing\sheet_files\Rosecrans\Utilities\9_ROSECRANS-GRAMERCY-Utility.dwg 12/22/23 - 2:07pm jopark

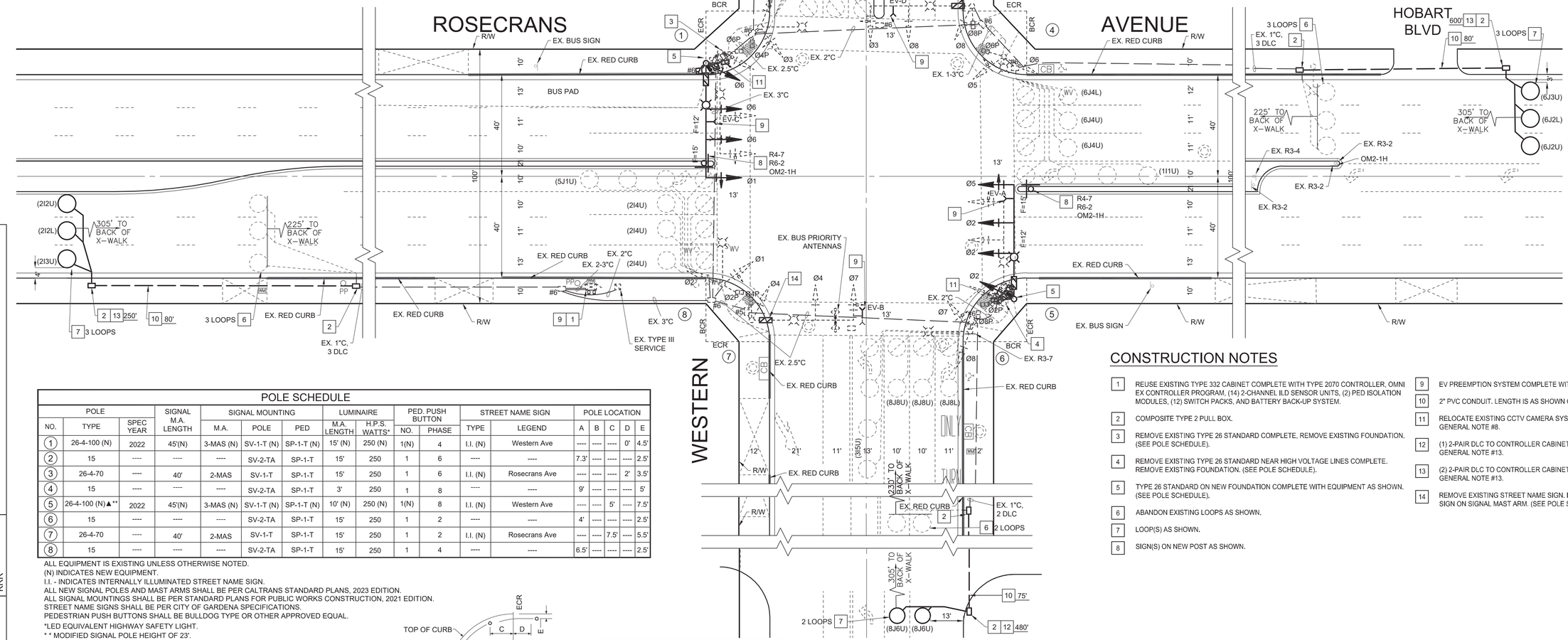
EXISTING SIGNAL PHASE DIAGRAM



OPERATION: EV-A= Ø2+Ø5
EV-B= Ø4+Ø7
EV-C= Ø1+Ø6
EV-D= Ø3+Ø8

GENERAL NOTES:

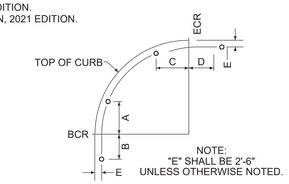
1. REFER TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 EDITION, THE SPECIAL PROVISIONS, AND THE REFERENCED STANDARD PLANS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE PLANS.
2. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE EXISTING SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATES LOOP ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASSIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
5. ALL LOOPS SHALL BE ROUND (6' DIAMETER), UNLESS OTHERWISE NOTED.
6. ALL LOOPS SHALL BE CENTERED IN THE MIDDLE OF THE LANE AND FRONT LOOPS SHALL BE PLACED BEHIND THE LIMIT LINE, UNLESS OTHERWISE NOTED.
7. DETECTORS SHALL BE WIRED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
8. REMOVAL OR RELOCATION OF CCTV CAMERA SYSTEM WILL BE DONE BY CITY OF GARDENA POLICE DEPARTMENT. CONTRACTOR SHALL CONTACT CAPTAIN TODD FOX AT (310) 217-9651 TEN (10) WORKING DAYS IN ADVANCE FOR COORDINATION.
9. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER.
10. ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
11. ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
12. CONTACT LOS ANGELES COUNTY PUBLIC WORKS AT (626) 300-2012 UPON START OF SIGNAL CONSTRUCTION TO COORDINATE THE DEVELOPMENT OF TRAFFIC SIGNAL TIMING AND IMPLEMENTATION.
13. DLC CABLE SHALL BE A SINGLE CONTINUOUS RUN INSTALLED WITH NO SPLICES EXCEPT WHERE IT CONNECTS TO LOOP WIRES.



POLE SCHEDULE

NO.	POLE TYPE	POLE SPEC YEAR	SIGNAL M.A. LENGTH	SIGNAL MOUNTING M.A.	SIGNAL MOUNTING POLE	SIGNAL MOUNTING PED	LUMINAIRE M.A. LENGTH	LUMINAIRE H.P.S. WATTS*	PED. PUSH BUTTON NO.	PED. PUSH BUTTON PHASE	STREET NAME SIGN TYPE	STREET NAME SIGN LEGEND	POLE LOCATION A	B	C	D	E
1	26-4-100 (N)	2022	45'(N)	3-MAS (N)	SV-1-T (N)	SP-1-T (N)	15' (N)	250 (N)	1(N)	4	I.I. (N)	Western Ave	----	----	----	0'	4.5'
2	15	----	----	----	SV-2-TA	SP-1-T	15'	250	1	6	----	----	7.3'	----	----	----	2.5'
3	26-4-70	----	40'	2-MAS	SV-1-T	SP-1-T	15'	250	1	6	I.I. (N)	Rosecrans Ave	----	----	----	2'	3.5'
4	15	----	----	----	SV-2-TA	SP-1-T	3'	250	1	8	----	----	9'	----	----	----	5'
5	26-4-100 (N)▲**	2022	45'(N)	3-MAS (N)	SV-1-T (N)	SP-1-T (N)	10' (N)	250 (N)	1(N)	8	I.I. (N)	Western Ave	----	----	5'	----	7.5'
6	15	----	----	----	SV-2-TA	SP-1-T	15'	250	1	2	----	----	4'	----	----	----	2.5'
7	26-4-70	----	40'	2-MAS	SV-1-T	SP-1-T	15'	250	1	2	I.I. (N)	Rosecrans Ave	----	----	7.5'	----	5.5'
8	15	----	----	----	SV-2-TA	SP-1-T	15'	250	1	4	----	----	6.5'	----	----	----	2.5'

ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.
(N) INDICATES NEW EQUIPMENT.
I.I. - INDICATES INTERNALLY ILLUMINATED STREET NAME SIGN.
ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER CALTRANS STANDARD PLANS, 2023 EDITION.
ALL SIGNAL MOUNTINGS SHALL BE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION.
STREET NAME SIGNS SHALL BE PER CITY OF GARDENA SPECIFICATIONS.
PEDESTRIAN PUSH BUTTONS SHALL BE BULLDOG TYPE OR OTHER APPROVED EQUAL.
*LED EQUIVALENT HIGHWAY SAFETY LIGHT.
* * MODIFIED SIGNAL POLE HEIGHT OF 23'.
▲ NEAR HIGH VOLTAGE LINES.



NOTE:
"E" SHALL BE 2'-6"
UNLESS OTHERWISE NOTED.

POLE LOCATION DETAIL
NO SCALE

CONSTRUCTION NOTES

1. REUSE EXISTING TYPE 332 CABINET COMPLETE WITH TYPE 2070 CONTROLLER, OMNI EX CONTROLLER PROGRAM, (14) 2-CHANNEL ILD SENSOR UNITS, (2) PED ISOLATION MODULES, (12) SWITCH PACKS, AND BATTERY BACK-UP SYSTEM.
2. COMPOSITE TYPE 2 PULL BOX.
3. REMOVE EXISTING TYPE 26 STANDARD COMPLETE, REMOVE EXISTING FOUNDATION. (SEE POLE SCHEDULE).
4. REMOVE EXISTING TYPE 26 STANDARD NEAR HIGH VOLTAGE LINES COMPLETE. REMOVE EXISTING FOUNDATION. (SEE POLE SCHEDULE).
5. TYPE 26 STANDARD ON NEW FOUNDATION COMPLETE WITH EQUIPMENT AS SHOWN. (SEE POLE SCHEDULE).
6. ABANDON EXISTING LOOPS AS SHOWN.
7. LOOP(S) AS SHOWN.
8. SIGN(S) ON NEW POST AS SHOWN.
9. EV PREEMPTION SYSTEM COMPLETE WITH DEVICE ON STANDARD.
10. 2" PVC CONDUIT. LENGTH IS AS SHOWN ON PLAN.
11. RELOCATE EXISTING CCTV CAMERA SYSTEM COMPLETE TO NEW STANDARD. SEE GENERAL NOTE #8.
12. (1) 2-PAIR DLC TO CONTROLLER CABINET. LENGTH OF DLC IS SHOWN ON PLAN. SEE GENERAL NOTE #13.
13. (2) 2-PAIR DLC TO CONTROLLER CABINET. LENGTH OF DLC IS SHOWN ON PLAN. SEE GENERAL NOTE #13.
14. REMOVE EXISTING STREET NAME SIGN. INTERNALLY ILLUMINATED STREET NAME SIGN ON SIGNAL MAST ARM. (SEE POLE SCHEDULE)

100% CITY OF GARDENA

CADD PROJECT FILE NAME
CHECKER KRR
DESIGNER JP
DRAFTER JP

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
949.923.6000 stantec.com
Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
SIGNAL
MAA Milad Hagheni 01/02/2024
BY: DATE
APPROVED CITY OF GARDENA
BY: DATE

DATE	MARK	DESCRIPTION
		REVISIONS

REGISTERED PROFESSIONAL ENGINEER
SUSAN E. REID
No. 56872
Exp. 6/30/2025
CIVIL
STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

TRAFFIC SIGNAL PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE
AT WESTERN AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 14 OF 17	T.S. 609	SHEET 8 OF 11

FOR UTILITIES SEE SHEET 9 OF 11

TS-TSC-DC - 07/2019

PLAN TS

T.G. 733 - H3

DATE: TIME: FILE: V:\2042\active\2042542900\drawing\sheet_files\Rosecrans\TS_Plans\10-Rosecrans and Western.dwg 12/22/23 - 2:08pm jopark

UTILITIES

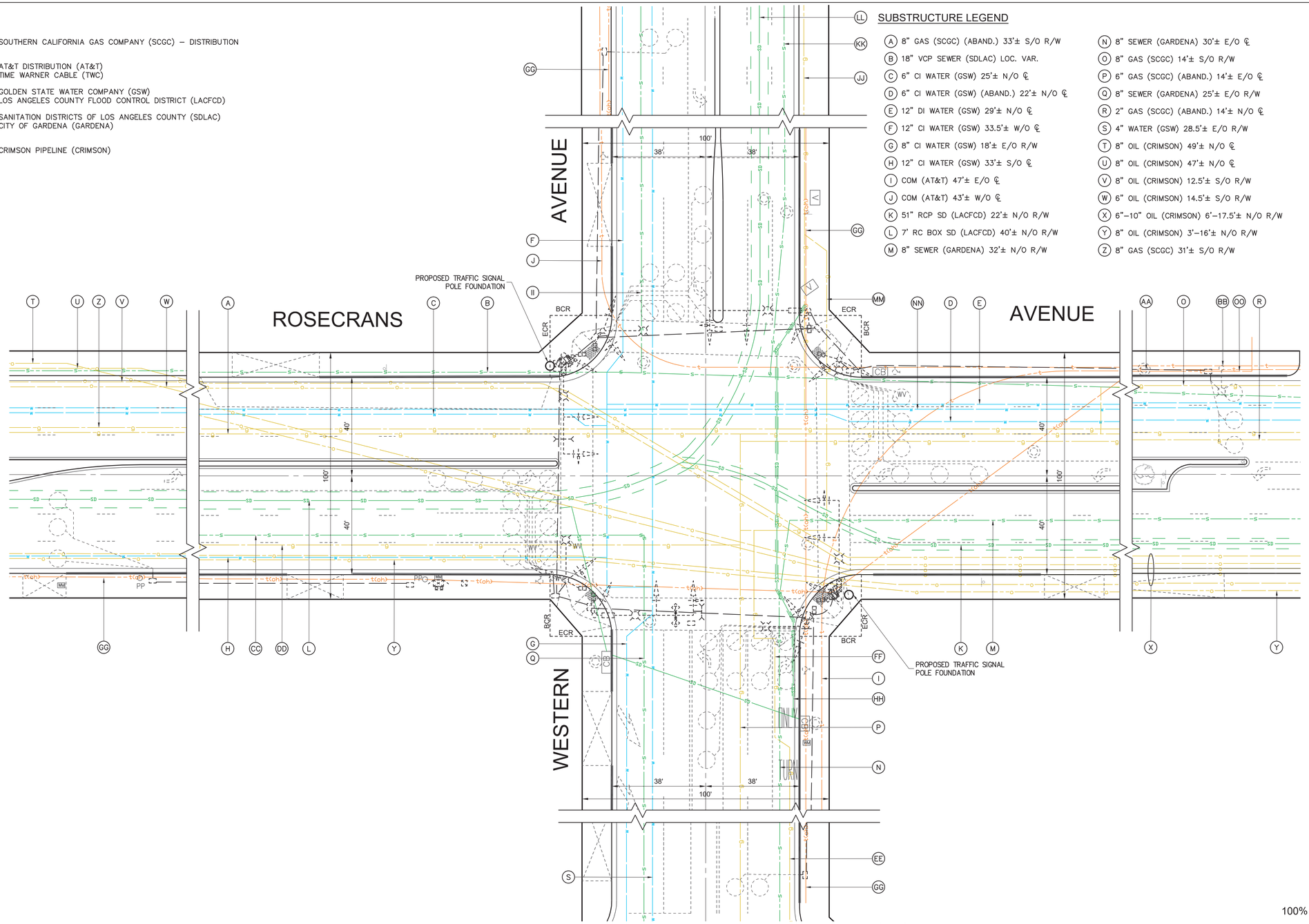
NATURAL GAS: SOUTHERN CALIFORNIA GAS COMPANY (SCGC) – DISTRIBUTION

COMMUNICATION: AT&T DISTRIBUTION (AT&T)
TIME WARNER CABLE (TWC)

WATER: GOLDEN STATE WATER COMPANY (GSW)
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD)

SEWER: SANITATION DISTRICTS OF LOS ANGELES COUNTY (SDLAC)
CITY OF GARDENA (GARDENA)

OIL: CRIMSON PIPELINE (CRIMSON)



SUBSTRUCTURE LEGEND

(A) 8" GAS (SCGC) (ABAND.) 33'± S/O R/W
(B) 18" VCP SEWER (SDLAC) LOC. VAR.
(C) 6" CI WATER (GSW) 25'± N/O ℄
(D) 6" CI WATER (GSW) (ABAND.) 22'± N/O ℄
(E) 12" DI WATER (GSW) 29'± N/O ℄
(F) 12" CI WATER (GSW) 33.5'± W/O ℄
(G) 8" CI WATER (GSW) 18'± E/O R/W
(H) 12" CI WATER (GSW) 33'± S/O ℄
(I) COM (AT&T) 47'± E/O ℄
(J) COM (AT&T) 43'± W/O ℄
(K) 51" RCP SD (LACFCD) 22'± N/O R/W
(L) 7' RC BOX SD (LACFCD) 40'± N/O R/W
(M) 8" SEWER (GARDENA) 32'± N/O R/W
(N) 8" SEWER (GARDENA) 30'± E/O ℄
(O) 8" GAS (SCGC) 14'± S/O R/W
(P) 6" GAS (SCGC) (ABAND.) 14'± E/O ℄
(Q) 8" SEWER (GARDENA) 25'± E/O R/W
(R) 2" GAS (SCGC) (ABAND.) 14'± N/O ℄
(S) 4" WATER (GSW) 28.5'± E/O R/W
(T) 8" OIL (CRIMSON) 49'± N/O ℄
(U) 8" OIL (CRIMSON) 47'± N/O ℄
(V) 8" OIL (CRIMSON) 12.5'± S/O R/W
(W) 6" OIL (CRIMSON) 14.5'± S/O R/W
(X) 6"–10" OIL (CRIMSON) 6'–17.5'± N/O R/W
(Y) 8" OIL (CRIMSON) 3'–16'± N/O R/W
(Z) 8" GAS (SCGC) 31'± S/O R/W
(AA) COM (AT&T) 42.5'± N/O ℄
(BB) COM (AT&T) 44'± N/O ℄
(CC) 8" VCP SEWER 26'± N/O R/W
(DD) 4" GAS (SCGC) 22'± N/O R/W
(EE) 6" GAS (SCGC) 34'± E/O ℄
(FF) 6" GAS (SCGC) 28'± E/O ℄
(GG) COM (TWC) LOC. VAR. OH.
(HH) 3' X 1' CONC. CULVERT (GARDENA) LOC. VAR.
(II) 8" SEWER 24'± E/O R/W
(JJ) 10" GAS (SCGC) 10'± W/O R/W
(KK) 18" SEWER 18'± W/O R/W
(LL) 6' RCP SD (LACFCD) 28'± W/O R/W
(MM) 6" GAS (SCGC) 1'± W/O R/W
(NN) 6" WATER (GSW) 23'± S/O R/W
(OO) COM (TWC) LOC. VAR. UG

100% CITY OF GARDENA

CADD PROJECT FILE NAME
CHECKER KRR
DESIGNER JP
DRAFTER JP

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
949.923.6000 stantec.com
Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
SMP MAA Milad Haghani 01/02/2024
BY: DATE

APPROVED CITY OF GARDENA
BY: DATE

DATE	MARK	DESCRIPTION

REVISIONS

REGISTERED PROFESSIONAL ENGINEER SUSAN E. REID No. 56872 Exp. 6/30/2025 CIVIL STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

UTILITY PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE AT WESTERN AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 14 OF 17	T.S. 609	SHEET 9 OF 11

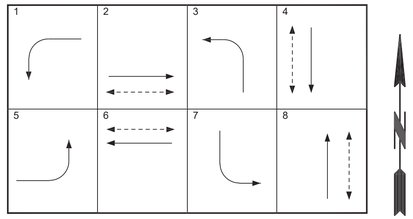
TS-TSC-DC - 07/2019

T.G. 733 - H3

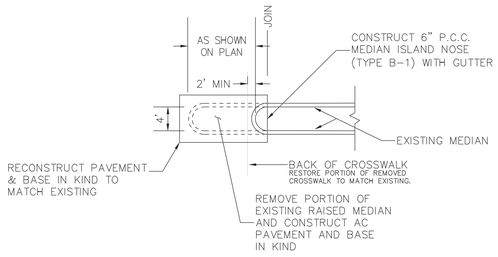
PLAN TS

DATE: TIME: FILE: V:\2042\active\2042542900\drawing\sheet_files\Rosecrans\Utilities\10 ROSECRANS-WESTERN-Utility.dwg 12/22/23 - 2:09pm jopark

EXISTING SIGNAL PHASE DIAGRAM



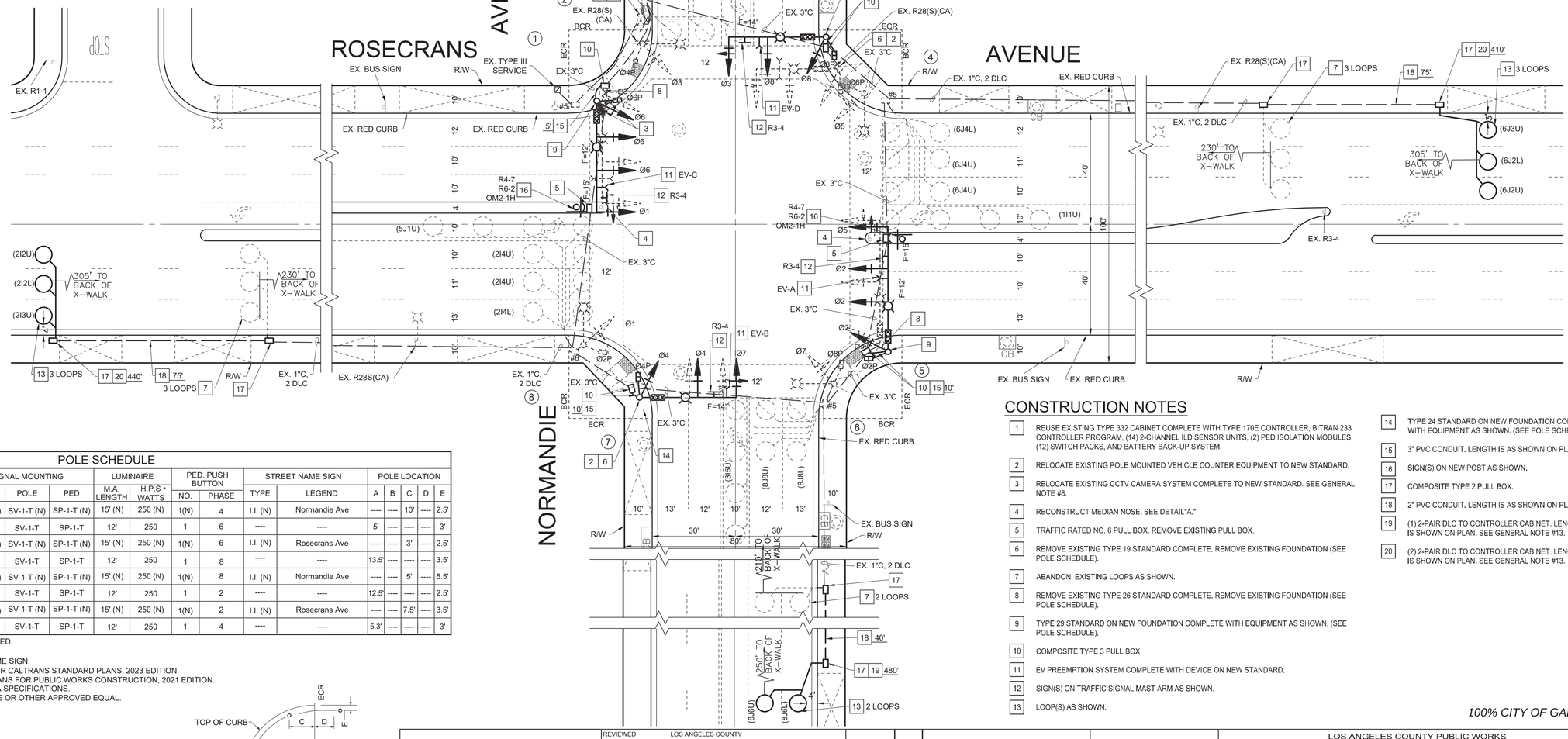
OPERATION: EV-A= Ø2 + Ø5
EV-B= Ø4 + Ø7
EV-C= Ø1 + Ø6
EV-D= Ø3 + Ø8



DETAIL "A"
(NO SCALE)

GENERAL NOTES:

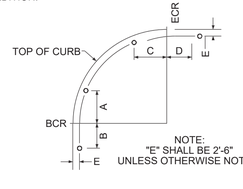
1. REFER TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION 2021 EDITION, THE SPECIAL PROVISIONS, AND THE REFERENCED STANDARD PLANS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE PLANS.
2. ALL WIRING SHALL BE MARKED (TAGGED) WITHIN THE CONTROLLER CABINET FOR PHASE IDENTIFICATION.
3. ALL SIGNAL EQUIPMENT SHALL BE WIRED IN ACCORDANCE WITH THE EXISTING SIGNAL PHASE DIAGRAM.
4. (XXXX) INDICATES LOOP ASSIGNMENT IN THE CONTROLLER CABINET. EACH LOOP ASIGNMENT SHALL HAVE A SEPARATE LEAD-IN CABLE TO THE CONTROLLER.
5. ALL LOOPS SHALL BE ROUND (6' DIAMETER), UNLESS OTHERWISE NOTED.
6. ALL LOOPS SHALL BE CENTERED IN THE MIDDLE OF THE LANE AND FRONT LOOPS SHALL BE PLACED BEHIND THE LIMIT LINE, UNLESS OTHERWISE NOTED.
7. DETECTORS SHALL BE WIRED PER DETECTOR ASSIGNMENTS SHOWN ON THIS PLAN.
8. REMOVAL OR RELOCATION OF CCTV CAMERA SYSTEM WILL BE DONE BY CITY OF GARDENA POLICE DEPARTMENT. CONTRACTOR SHALL CONTACT CAPTAIN TODD FOX AT (310) 217-9651 TEN (10) WORKING DAYS IN ADVANCE FOR COORDINATION.
9. POLE LOCATIONS SHOWN HEREON ARE APPROXIMATE. PRECISE LOCATIONS SHALL BE ESTABLISHED IN THE FIELD AND VERIFIED BY THE PROJECT ENGINEER.
10. ALL NEW SIGNAL POLES WITH PEDESTRIAN PUSH BUTTONS SHALL BE INSTALLED NO FURTHER THAN 5 FEET FROM THE BACK OF CROSSWALK OR LIMIT LINE UNLESS OTHERWISE NOTED.
11. ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
12. CONTACT LOS ANGELES COUNTY PUBLIC WORKS AT (626) 300-2012 UPON START OF SIGNAL CONSTRUCTION TO COORDINATE THE DEVELOPMENT OF TRAFFIC SIGNAL TIMING AND IMPLEMENTATION.
13. DLC CABLE SHALL BE A SINGLE CONTINUOUS RUN INSTALLED WITH NO SPLICES EXCEPT WHERE IT CONNECTS TO LOOP WIRES.



POLE SCHEDULE

POLE NO.	POLE TYPE	SPEC YEAR	SIGNAL M.A. LENGTH	SIGNAL MOUNTING M.A.	SIGNAL MOUNTING POLE	SIGNAL MOUNTING PED	LUMINAIRE M.A. LENGTH	LUMINAIRE H.P.S * WATTS	PED. PUSH BUTTON NO.	PED. PUSH BUTTON PHASE	STREET NAME SIGN TYPE	STREET NAME SIGN LEGEND	POLE LOCATION A	B	C	D	E
1	29-5-100 (N)	2022	**40'(N)	----	SV-1-T (N)	SP-1-T (N)	15' (N)	250 (N)	1(N)	4	I.I. (N)	Normandie Ave	----	----	10'	----	2.5'
2	15	----	----	----	SV-1-T	SP-1-T	12'	250	1	6	----	----	5'	----	----	----	3'
3	24-4-100 (N)	2022	35'(N)	2-MAS (N)	SV-1-T (N)	SP-1-T (N)	15' (N)	250 (N)	1(N)	6	I.I. (N)	Rosecrans Ave	----	----	3'	----	2.5'
4	15	----	----	----	SV-1-T	SP-1-T	12'	250	1	8	----	----	13.5'	----	----	----	3.5'
5	29-5-100 (N)	2022	**45'(N)	3-MAS (N)	SV-1-T (N)	SP-1-T (N)	15' (N)	250 (N)	1(N)	8	I.I. (N)	Normandie Ave	----	----	5'	----	5.5'
6	15	----	----	----	SV-1-T	SP-1-T	12'	250	1	2	----	----	12.5'	----	----	----	2.5'
7	24-4-100 (N)	2022	35'(N)	2-MAS (N)	SV-1-T (N)	SP-1-T (N)	15' (N)	250 (N)	1(N)	2	I.I. (N)	Rosecrans Ave	----	----	7.5'	----	3.5'
8	15	----	----	----	SV-1-T	SP-1-T	12'	250	1	4	----	----	5.3'	----	----	----	3'

ALL EQUIPMENT IS EXISTING UNLESS OTHERWISE NOTED.
(N) INDICATES NEW EQUIPMENT.
I.I. - INDICATES INTERNALLY ILLUMINATED STREET NAME SIGN.
ALL NEW SIGNAL POLES AND MAST ARMS SHALL BE PER CALTRANS STANDARD PLANS, 2023 EDITION.
ALL SIGNAL MOUNTINGS SHALL BE PER STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION.
STREET NAME SIGNS SHALL BE PER CITY OF GARDENA SPECIFICATIONS.
PEDESTRIAN PUSH BUTTONS SHALL BE BULLDOG TYPE OR OTHER APPROVED EQUAL.
*LED EQUIVALENT HIGHWAY SAFETY LIGHT.
* * MODIFIED FOR MOUNTING ON TYPE 29 POLE



POLE LOCATION DETAIL
NO SCALE

CONSTRUCTION NOTES

1. REUSE EXISTING TYPE 332 CABINET COMPLETE WITH TYPE 170E CONTROLLER, BITRAN 233 CONTROLLER PROGRAM, (14) 2-CHANNEL ILD SENSOR UNITS, (2) PED ISOLATION MODULES, (12) SWITCH PACKS, AND BATTERY BACK-UP SYSTEM.
2. RELOCATE EXISTING POLE MOUNTED VEHICLE COUNTER EQUIPMENT TO NEW STANDARD.
3. RELOCATE EXISTING CCTV CAMERA SYSTEM COMPLETE TO NEW STANDARD. SEE GENERAL NOTE #8.
4. RECONSTRUCT MEDIAN NOSE. SEE DETAIL"A."
5. TRAFFIC RATED NO. 6 PULL BOX. REMOVE EXISTING PULL BOX.
6. REMOVE EXISTING TYPE 19 STANDARD COMPLETE. REMOVE EXISTING FOUNDATION (SEE POLE SCHEDULE).
7. ABANDON EXISTING LOOPS AS SHOWN.
8. REMOVE EXISTING TYPE 26 STANDARD COMPLETE. REMOVE EXISTING FOUNDATION (SEE POLE SCHEDULE).
9. TYPE 29 STANDARD ON NEW FOUNDATION COMPLETE WITH EQUIPMENT AS SHOWN. (SEE POLE SCHEDULE).
10. COMPOSITE TYPE 3 PULL BOX.
11. EV PREEMPTION SYSTEM COMPLETE WITH DEVICE ON NEW STANDARD.
12. SIGN(S) ON TRAFFIC SIGNAL MAST ARM AS SHOWN.
13. LOOP(S) AS SHOWN.
14. TYPE 24 STANDARD ON NEW FOUNDATION COMPLETE WITH EQUIPMENT AS SHOWN. (SEE POLE SCHEDULE).
15. 3" PVC CONDUIT. LENGTH IS AS SHOWN ON PLAN.
16. SIGN(S) ON NEW POST AS SHOWN.
17. COMPOSITE TYPE 2 PULL BOX.
18. 2" PVC CONDUIT. LENGTH IS AS SHOWN ON PLAN.
19. (1) 2-PAIR DLC TO CONTROLLER CABINET. LENGTH OF DLC IS SHOWN ON PLAN. SEE GENERAL NOTE #13.
20. (2) 2-PAIR DLC TO CONTROLLER CABINET. LENGTH OF DLC IS SHOWN ON PLAN. SEE GENERAL NOTE #13.

100% CITY OF GARDENA

CADD PROJECT FILE NAME
CHECKER KRR
DESIGNER JP
DRAFTER JP

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
949.923.6000 stantec.com
Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
SMP MAA Milad Hashemi 01/02/2024
BY: DATE
APPROVED CITY OF GARDENA
BY: DATE

DATE	MARK	DESCRIPTION
		REVISIONS

REGISTERED PROFESSIONAL ENGINEER SUSAN E. REID No. 56872 Exp. 6/30/2025 CIVIL STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

TRAFFIC SIGNAL PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE
AT NORMANDIE AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006
SCALE 1" - 20' | I/S 15 OF 17 | T.S. 4048 | SHEET 10 OF 11
FOR UTILITIES SEE SHEET 11 OF 11
TS-TSC-DC - 07/2019
PLAN TS

T.G. 733 - J3

DATE: TIME: FILE: V:\2042\active\2042542900\drawing\sheet_files\Rosecrans\TS_Plans\11-Rosecrans and Normandie.dwg 12/22/23 - 2:10pm jopark

UTILITIES

NATURAL GAS: SOUTHERN CALIFORNIA GAS COMPANY (SCGC) – DISTRIBUTION

COMMUNICATION: AT&T DISTRIBUTION (AT&T)
TIME WARNER CABLE (TWC)

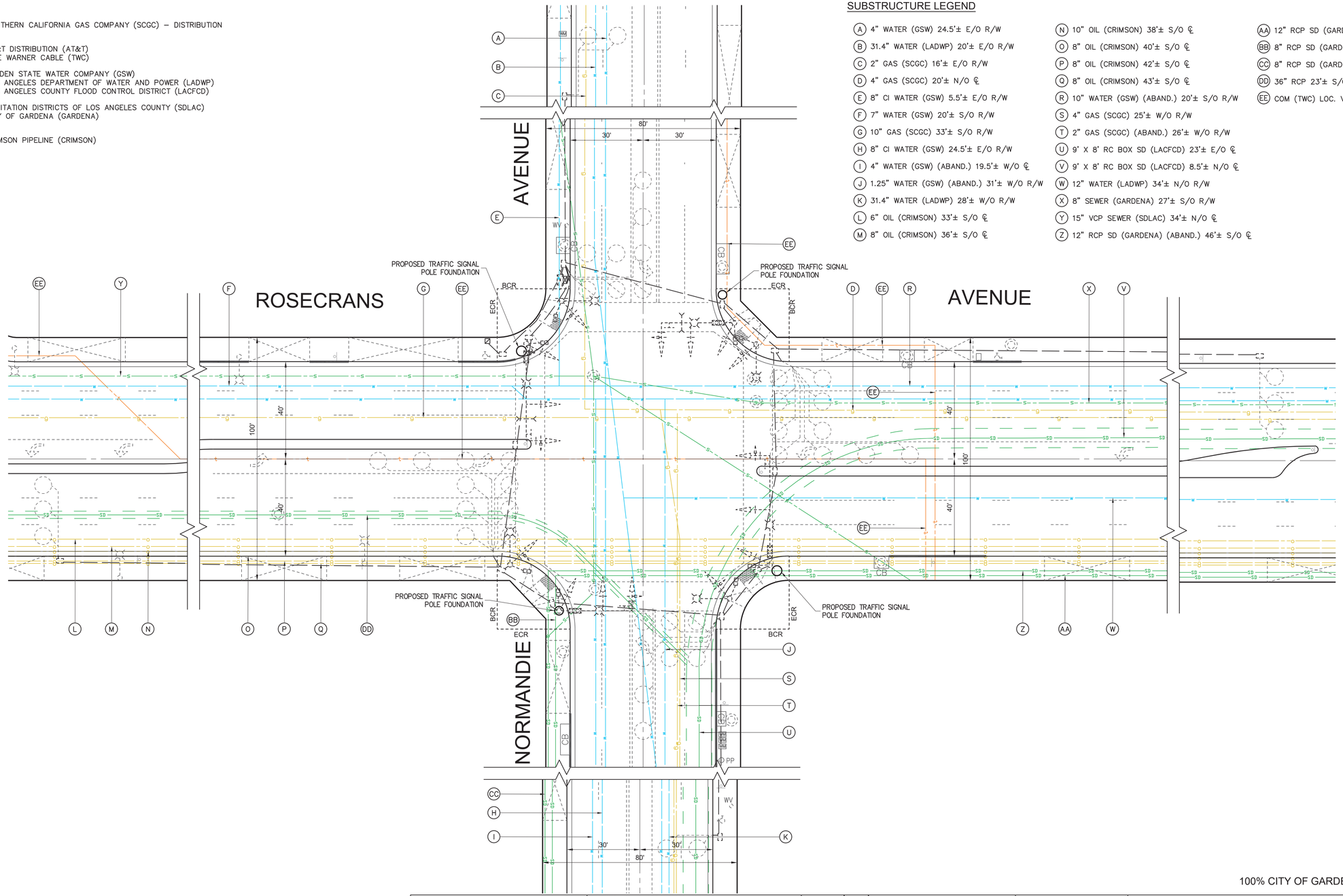
WATER: GOLDEN STATE WATER COMPANY (GSW)
LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP)
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD)

SEWER: SANITATION DISTRICTS OF LOS ANGELES COUNTY (SDLAC)
CITY OF GARDENA (GARDENA)

OIL: CRIMSON PIPELINE (CRIMSON)

SUBSTRUCTURE LEGEND

- (A) 4" WATER (GSW) 24.5'± E/O R/W
- (B) 31.4" WATER (LADWP) 20'± E/O R/W
- (C) 2" GAS (SCGC) 16'± E/O R/W
- (D) 4" GAS (SCGC) 20'± N/O ℄
- (E) 8" CI WATER (GSW) 5.5'± E/O R/W
- (F) 7" WATER (GSW) 20'± S/O R/W
- (G) 10" GAS (SCGC) 33'± S/O R/W
- (H) 8" CI WATER (GSW) 24.5'± E/O R/W
- (I) 4" WATER (GSW) (ABAND.) 19.5'± W/O ℄
- (J) 1.25" WATER (GSW) (ABAND.) 31'± W/O R/W
- (K) 31.4" WATER (LADWP) 28'± W/O R/W
- (L) 6" OIL (CRIMSON) 33'± S/O ℄
- (M) 8" OIL (CRIMSON) 36'± S/O ℄
- (N) 10" OIL (CRIMSON) 38'± S/O ℄
- (O) 8" OIL (CRIMSON) 40'± S/O ℄
- (P) 8" OIL (CRIMSON) 42'± S/O ℄
- (Q) 8" OIL (CRIMSON) 43'± S/O ℄
- (R) 10" WATER (GSW) (ABAND.) 20'± S/O R/W
- (S) 4" GAS (SCGC) 25'± W/O R/W
- (T) 2" GAS (SCGC) (ABAND.) 26'± W/O R/W
- (U) 9' X 8' RC BOX SD (LACFCD) 23'± E/O ℄
- (V) 9' X 8' RC BOX SD (LACFCD) 8.5'± N/O ℄
- (W) 12" WATER (LADWP) 34'± N/O R/W
- (X) 8" SEWER (GARDENA) 27'± S/O R/W
- (Y) 15" VCP SEWER (SDLAC) 34'± N/O ℄
- (Z) 12" RCP SD (GARDENA) (ABAND.) 46'± S/O ℄
- (AA) 12" RCP SD (GARDENA) (ABAND.) 48'± S/O ℄
- (BB) 8" RCP SD (GARDENA) 36'± W/O ℄
- (CC) 8" RCP SD (GARDENA) 39'± W/O ℄
- (DD) 36" RCP 23'± S/O ℄
- (EE) COM (TWC) LOC. VAR.



100% CITY OF GARDENA

DRAFTER	JP
DESIGNER	JP
CHECKER	KRR
CADD PROJECT FILE NAME	

Stantec
38 TECHNOLOGY DRIVE, SUITE 200
IRVINE, CA 92618
949.923.6000 stantec.com

Susan Reid 12/22/23
SUSAN E. REID R.C.E. NO. 56872 DATE 12-22-23

REVIEWED LOS ANGELES COUNTY
SMP
MAA Milad Hashemi 01/02/2024
BY: DATE

APPROVED CITY OF GARDENA
BY: DATE

DATE	MARK	DESCRIPTION
		REVISIONS

REGISTERED PROFESSIONAL ENGINEER SUSAN E. REID No. 56872 Exp. 6/30/2025 CIVIL STATE OF CALIFORNIA

LOS ANGELES COUNTY PUBLIC WORKS

UTILITY PLAN
ROSECRANS AVENUE (EAST) TSSP
ROSECRANS AVENUE AT NORMANDIE AVENUE

PROJECT ID NO. TSM0010255 PCA NO. X742331006

SCALE 1" - 20'	I/S 15 OF 17	T.S. 4048	SHEET 11 OF 11

TS-TSC.DC - 07/2019

T.G. 733 - J3

PLAN TS

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CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Beautification Committee Amendment**

BACKGROUND

The Beautification Committee consists of Lawndale residents that meet monthly to organize and plan events to help beautify the City and build social awareness through community programs. Some of the events that the Beautification Committee oversee are the twice-yearly Clean-up Week, the home decorating awards during the Christmas season and more recently, the art in public spaces program.

STAFF REVIEW

Currently the Beautification Committee consists of seven members and requires that four members are present at each meeting in order to have a quorum. This has proven to be a challenge as there have not been seven committee members for several years, with some members getting appointed to the Committee and never once attending a meeting or event. Currently only four Committee members have been consistent in their attendance and loyal to their roles and responsibilities. Meetings are held monthly, and because they must have four members in order to meet the requirements of the Quorum, these four members must often sacrifice personal time, postpone long vacations, and make other sacrifices so that meetings can continue.

The current members would like to lower the minimum membership from seven members to five members. This change would allow the Beautification Committee to hold meetings with a quorum of three members, which would allow current members to occasionally miss meetings, while attending members could still move forward with the business of the Committee.

The Committee would also like to add a rule for removing members which would expel any member that misses three consecutive meetings, or that misses two meetings without notifying the other members. The active Beautification Committee members feel that these two changes will allow for more efficient meetings, and also guarantee that public meetings do not need to be canceled due to unplanned absences.

LEGAL REVIEW

The City Attorney has reviewed this staff report and approves it to form.

FISCAL REVIEW

Staff anticipate no additional costs as a result of these recommendations.

RECOMMENDATION

Staff recommends that the City Council approve staff recommendations to lower the required minimum number of Beautification Committee members from seven members to five members, and to include a provision that allow Committee members to be removed for excessive absences.

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Michael Reyes, Municipal Services Director

SUBJECT: **Fireworks Suppression Plan Update**

BACKGROUND

For the past four years, in an effort to curb the number of illegal fireworks being sold and used within the City of Lawndale, the City Council has approved and supported funding for the Illegal Fireworks Suppression Plan. The plan has evolved over the past four years as each year brings new challenges and experience.

STAFF REVIEW

In 2021, in response to growing concerns from Lawndale residents regarding noise and pollution from the use of illegal fireworks in the City during the July 4th holiday, City Staff created the Illegal Fireworks Suppression Plan. The Plan was designed to create a special detail consisting of Los Angeles County Sheriff's Department (LASD) personnel to provide focused enforcement on the use of illegal fireworks being stored and launched within the City of Lawndale.

The 2024 Illegal Fireworks Suppression Plan was unique from previous years in that it did not include City Staff, nor did it use undercover vehicles to patrol the City. The 2024 Illegal Fireworks Suppression Detail consisted entirely of uniformed deputies, in marked black and white patrol cars, patrolling all regions of the City of Lawndale, and responding to service calls from residents about illegal fireworks.

This 2024 Detail consisted of 10 deputies patrolling as two-man units in five overtime patrol vehicles. The Deputies worked from 4:00 pm until 2:00 am and issued a total of 33 citations for illegal fireworks.

Of these 33 citations issued, 9 people appealed their citations, and hearings were held two weeks ago.
Of the nine hearings, five citations were upheld, and one citation was re-issued after the property owner who received the citation advised the hearing officer that it was his tenant lighting fireworks, and he was willing to testify to that.

Lt. Osburn also provided staff with a map of the City of Lawndale showing where each of the citations for illegal fireworks were issued this year. For record keeping and statistical purposes, LASD divides the City into four separate Reporting Districts. Based on the results of this year's Illegal Fireworks Suppression Detail 9 citations were issued in RD 0331 which is the northeast quadrant of the City. 7 citations were issued in RD 0332, which is the northwest quadrant of the City. 12 citations were issued in RD 0333 which is the southwest quadrant of the City, and 5 citations were issued in RD0334 which is the southeast quadrant of the City.

While the 33 total citations that were issued is a lower number than the previous two years of enforcement, this is in part due to the new body worn cameras that our deputies are required to wear. The existing protocol for our deputies is that whenever a contact is made with the public that results in an action by the deputy, then the information that was recorded during that interaction must be downloaded and logged. This is a fairly time-consuming practice and as the recordings are evidence, the cameras may only be downloaded at the South Los Angeles Station, which requires all deputies who issued citations to leave the City several times during their shifts in order download their body worn cameras.

LEGAL REVIEW

The City Attorney has reviewed and approved this staff report.

FISCAL IMPACT

There are no fiscal impacts as a result of this staff report.

RECOMMENDATION

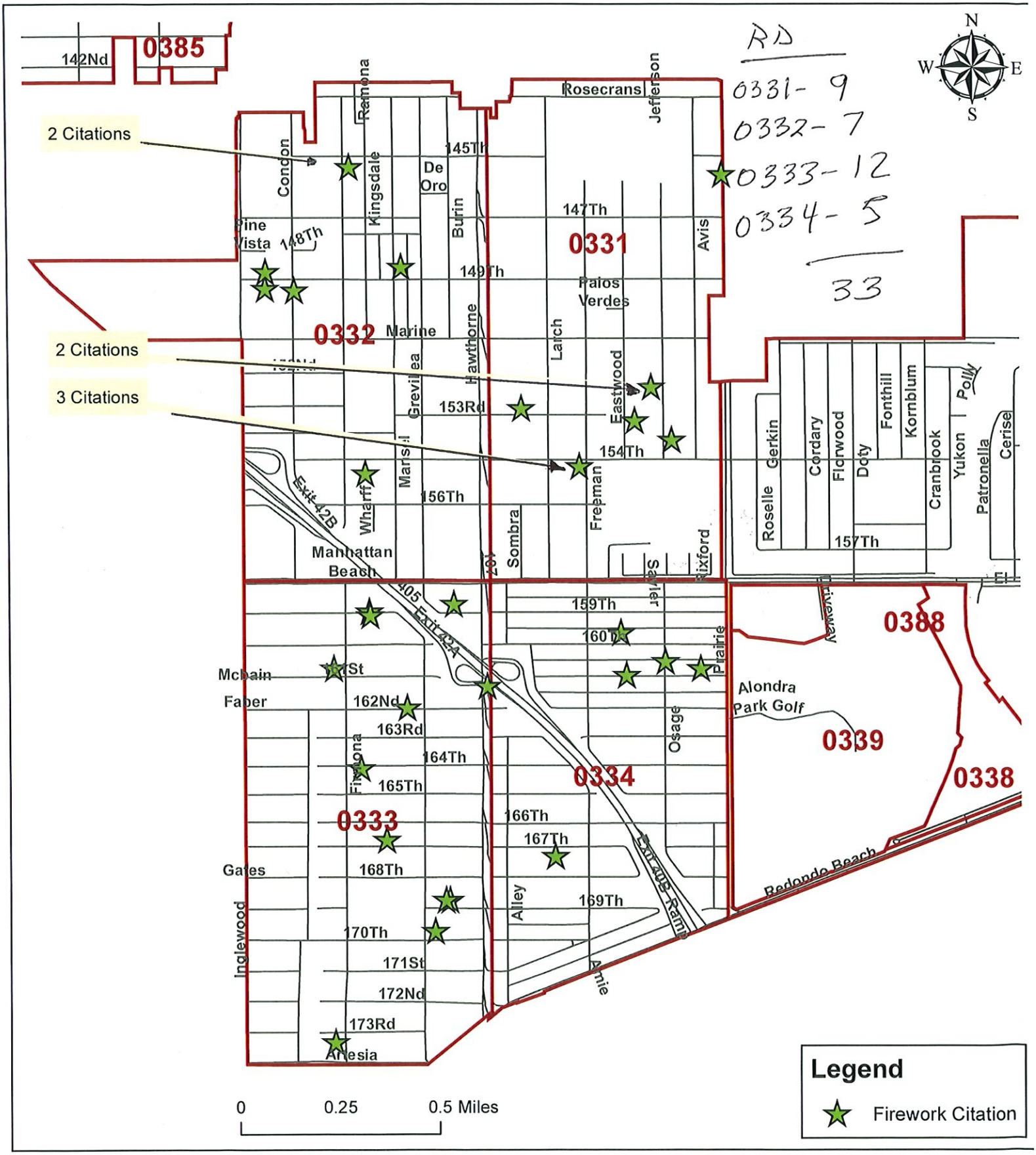
Staff recommends that the City Council receive and file this staff report.

Attachments

A. Illegal Firework Citation Locations 2024.pdf

Attachment A

Firework Citations
City of Lawndale
July 4, 2024



RD
0331- 9
0332- 7
0333- 12
0334- 5
33

Prepared By: FCCB/SAU/SLA
August 1, 2024
Data Source: City of Lawndale

CITY OF LAWNDALE

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

DATE:	September 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Lucho Rodriguez, Public Works Director Hrant Manuelian, Finance Director/City Treasurer Nick Petrevski, Associate Engineer
SUBJECT:	**Adopt a Resolution Approving a Transfer Agreement Between the Los Angeles County Flood Control District and The City of Lawndale For Agreement No. 2024MP44 Safe, Clean Water Program**

BACKGROUND

In July 2018, the Los Angeles County Board of Supervisors took action to place the Safe Clean Water (SCW) Program and Measure W on the ballot for consideration by voters in November 2018. The measure was passed with the approval of nearly 70% of the voters. Measure W implements a special tax of 2.5 cents per square foot of impermeable surface on property owners in Los Angeles County and generates approximately $285 million per year of dedicated funding for municipal and regional stormwater programs. This tax is approximately $83 a year for the average single-family homeowner and exempts low-income seniors. The program is administered by the District and annual revenue will be distributed between: direct allocations to cities in proportion to the tax collected in each jurisdiction (40%), funding for regional projects (50%), and an administration fee for the District (10%).

As a requirement of the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit), each city is responsible for implementing storm water projects in their jurisdiction (distributed projects) such as green streets and source reduction programs, as well as larger, multi-jurisdictional (regional) projects. The Los Angeles County Department of Public Works has estimated that the total capital costs to implement these projects to comply with the MS4 Permit exceeds $20 billion for the County and cities. The SCW Program assists cities in meeting water quality compliance regulations by helping fund various projects and programs with an emphasis on implementing multi-benefit stormwater infrastructure.

STAFF REVIEW

In June 2024, the District directed all agencies to execute a newly revised transfer agreement to continue to be able to receive annual Safe Clean Water Municipal funding. The revised transfer agreement has a number of minor changes informed by feedback received over the initial years of the program's implementation. These changes include extending the agreement term from 3 to 4 years, revising the metrics required in annual reporting, increasing the length of the extension available for expending lapsed funds from six months to one year, and revising the requirements for information on benefits to disadvantaged communities in the annual reporting.

The City of Lawndale receives approximately $230,000 annually from the SCW Municipal Program for its municipal share. This amount varies depending on the number of exemptions granted and other adjustments to the assessments. This funding may be utilized for a variety of projects and programs that assist in achieving compliance with the MS4 Permit. Multi-benefit projects and nature-based solutions are strongly encouraged.

The transfer agreement must be executed by the City Manager and submitted to the District. Cities must spend 70% of annual allocations on new project and program expenditures, and each year's funds must be spent within 5 years of receipt. The City has allocated these funds towards various stormwater capital projects, such as the Southern Revitalization Project. Cities must also submit expenditure reports at the end of each year detailing expenditures and maintenance and monitoring plans, as necessary. Additionally, the City must audit the program every three years.

LEGAL REVIEW

The City Attorney has reviewed and approved the staff report.

FISCAL IMPACT

The City receives approximately $230,000 annually in SCW Municipal Funds. These funds are set aside in a separate fund to allow for tracking. There is no fiscal impact to the General Fund.

RECOMMENDATION

1. Authorize the City Manager to execute the Transfer Agreement and related documents; and
2. Adopt the attached Resolution No. CC-2409-093 approving a Transfer Agreement between between the City of Lawndale, Agreement No. 2024MP44, and the Los Angeles County Flood Control District for the City's annual allocation of funds from the Safe Clean Water (SCW) Program.

Attachments

A. Transfer Agreement 2024MP44

B. Draft Resolution CC-2409-093

ATTACHMENT A

TRANSFER AGREEMENT BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF LAWNDALE
AGREEMENT NO. 2024MP44
SAFE, CLEAN WATER PROGRAM – MUNICIPAL PROGRAM

This Transfer Agreement, hereinafter referred to as "Agreement," is entered into as of

September 16, 2024 by and between the Los Angeles County Flood Control District, hereinafter referred to as "District," and the City of Lawndale, hereinafter referred to as "Municipality."

WHEREAS, District, pursuant to the Los Angeles Region Safe, Clean Water (SCW) Program ordinance (Chapter 16 of the Los Angeles County Flood Control District Code) and the SCW Program Implementation Ordinance (Chapter 18 of the Los Angeles County Flood Control District Code), administers the SCW Program for the purpose of funding Projects and Programs to increase stormwater and urban runoff capture and reduce stormwater and urban runoff pollution in the District;

WHEREAS, pursuant to Section 16.04.A.2. of the Los Angeles County Flood Control District Code, forty percent (40%) of annual SCW Program tax revenues shall be allocated to Municipalities within the District, in the same proportion as the amount of revenues collected within each Municipality, to be expended by those cities within the cities' respective jurisdictions and by the County within the unincorporated areas that are within the boundaries of the District, for the implementation, operation and maintenance, and administration of Projects and Programs, in accordance with the criteria and procedures established in this Chapters 16 and 18 of the Los Angeles County Flood Control District Code;

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer SCW Program funds;

WHEREAS, the County of Los Angeles Board of Supervisors has approved a standard template Agreement, as required by and in accordance with Section 18.09 of the Los Angeles County Flood Control District Code, for the transfer of SCW Program funds to Municipalities.

NOW, THEREFORE, in consideration of the promises, mutual representations, covenants and agreements in this Agreement, the District and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

I. DEFINITIONS

The definitions set forth in Sections 16.03 and 18.02 of the Los Angeles County Flood Control District Code shall apply to this Agreement. In addition, the following definitions shall also apply:

"Agreement" means this Transfer Agreement, including all exhibits and attachments hereto.

"Annual Plan" means the plan referred to in Section 18.09.B.5 of the Code that includes the contents specified in Exhibit A.

"Code" means the Los Angeles County Flood Control District Code. "Days" means calendar days unless otherwise expressly indicated.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Safe Clean Water (SCW) Program Payment" means the Municipality's annual allocation of SCW Program funds as described in Section 16.04.A.2. of the Code disbursed by the District to the Municipality.

"Year" means calendar year unless otherwise expressly indicated.

II. PARTY CONTACTS

The District and the Municipality designate the following individuals as the primary points of contact and communication regarding the Municipal Program and the administration and implementation of this Agreement.

Los Angeles County Flood Control District		Municipality: Lawndale	
Name:	Haris Harouny	Name:	Nick Petrevski
Address:	900 S Fremont Ave, Alhambra, CA 91803	Address:	14717 Burin Ave., Lawndale, CA 90260
Phone:	(626) 300-2620	Phone:	310-973-3265

Email:	hharouny@dpw.lacounty.gov	Email:	npetrevski@lawndalecity.org

Either party to this Agreement may change the individual identified as the primary point of contact above by providing written notice of the change to the other party.

III. EXHIBITS INCORPORATED BY REFERENCE

The following exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement:

EXHIBIT A – ANNUAL PLAN CONTENTS
EXHIBIT B – GENERAL TERMS AND CONDITIONS
EXHIBIT C – NATURE-BASED SOLUTIONS (Best Management Practices)
EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

IV. MUNICIPAL PROGRAM IMPLEMENTATION

A. The Municipality shall annually prepare and submit to the District, an Annual Plan. The Annual Plan shall be submitted not later than 90-days prior to the start of the Fiscal Year for which the Plan is prepared.
B. The Municipality shall utilize the SCW Program Payments in compliance with Chapters 16 and 18 of the Code.
C. The Municipality shall comply with the terms and conditions in Exhibits B, C, and D, of this Agreement, and all applicable provisions of Chapters 16 and 18 of the Code, specifically including, without limitation, Section 18.06.

V. SCW PROGRAM PAYMENTS TO MUNICIPALITIES

A. SCW Program Payments will generally be available for disbursement by December 31, provided a duly executed transfer agreement is in effect and subject to the Municipality's compliance with the conditions described in paragraph B, below; however the District may, in its discretion, change the date and number of the actual disbursements for any Fiscal Year based on the amount and timing of revenues actually collected by the District.
B. The District shall disburse the Municipality's SCW Program Payment upon satisfaction of the following conditions: (1) the District has received the Annual Progress/Expenditure Report required pursuant to Section 18.06.D of the Code; (2) the District has received Municipality's Annual Plan for that Fiscal Year, and (3) the Municipality has complied with the audit requirements of Section B-6 of Exhibit B.
C. Notwithstanding any other provision of this Agreement, no disbursement shall be made at any time or in any manner that is in violation of or in conflict with federal, state, County laws, policies, or regulations.
D. All disbursements shall be subject to and be made in accordance with the terms and conditions in this Agreement and Chapters 16 and 18 of the Code.

VI. TERM OF AGREEMENT

This Agreement shall expire at the end of the 2027-28 Fiscal Year. The parties shall thereafter enter into a new agreement based on the most recent standard template agreement approved by the Board.

VII. EXECUTION OF AGREEMENT

This Agreement may be executed simultaneously or in any number of counterparts, including both counterparts that are executed manually on paper and counterparts that are in form of electronic records and are executed electronically, whether digital or encrypted, each of which shall be deemed an original and together shall constitute one and the same instrument.

The District and the Municipality hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the District and the Municipality: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other party will rely on such signature as binding the party using signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

By: _____

Name: Sean M. Moore

Title: City Manager

Date: _____

LOS ANGELES COUNTY
FLOOD CONTROL DISTRIC T:

By: _____

Name:

Title:

Date: _____

EXHIBIT A – ANNUAL PLAN CONTENTS

A-1. Description of all projects anticipated to be funded using the SCW Program Payment. Include a discussion of how the projects will result in the achievement of one or more SCW Program Goals, including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-2. Description of all programs anticipated to be funded using the SCW Program Payment. Include a discussion of how the programs will result in the achievement of one or more SCW Program Goals; including quantitative targets and corresponding metrics for subsequent reporting of all applicable parameters.

A-3. Description of all operation and maintenance activities anticipated to be funded using the SCW Program Payment. Include a discussion of how those activities will result in the achievement of one or more SCW Program Goals. Additional operation and maintenance activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-4. Description of the stakeholder and community outreach/engagement activities anticipated to be funded with the SCW Program Payment, including discussion of how local NGOs or CBOs will be involved, if applicable, and if not, why. Additional outreach/engagement activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-5. Description of post-construction monitoring for projects completed using the SCW Program Payment. Additional post-construction monitoring activities, even if funded by other sources, should be referenced to provide an overview of anticipated overall project approach.

A-6. Provide the status of any projects that have been awarded (or are seeking award of) Institute for Sustainable Infrastructure (ISI) verification, if applicable.

A-7. Provide the budget for the activities described in provisions A1 through A-5 SCW Program Payment.

EXHIBIT B – GENERAL TERMS AND CONDITIONS

B-1. Accounting and Deposit of Funding Disbursement

1. SCW Program Payments distributed to the Municipality shall be held in a separate interest-bearing account and shall not be combined with other funds. Interest earned from each account shall be used by the Municipality only for eligible expenditures consistent with the requirements of the SCW Program.
2. The Municipality shall not be entitled to interest earned on undisbursed SCW Program Payments; interest earned prior to disbursement is property of the District.
3. The Municipality shall operate in accordance with Generally Accepted Accounting Principles (GAAP).
4. The Municipality shall be strictly accountable for all funds, receipts, and disbursements for their SCW Program Payment.

B-2. Acknowledgement of Credit and Signage

The Municipality shall include appropriate acknowledgement of credit to the District's Safe, Clean Water Program for its support when promoting activities funded with SCW Program funds or using any data and/or information developed SCW Program funds. When the SCW Program Payment is used, in whole or in part, for construction of an infrastructure Project, signage shall be posted in a prominent location at Project site(s) or at the Municipality's headquarters and shall include the Safe, Clean Water Program color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." At a minimum the sign shall be 2' x 3' in size. The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

When the SCW Program Payment is used, in whole or in part, for a scientific study, the Municipality shall include the following statement in the study report: "Funding for this study has been provided in full or in part from the Los Angeles County Flood Control District's Safe, Clean Water Program." The Municipality shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this paragraph.

B-3. Acquisition of Real Property - Covenant

Any real property acquired in whole or in part with SCW Program funds shall be used for Projects and Programs that are consistent with the SCW Program Goals and with the provisions of Chapter 16 and 18 of the Code.

Any Municipality that acquires the fee title to real property using, in whole or in part, SCW Program funds shall record a document in the office of the Registrar-Recorder/County

Clerk containing a covenant not to sell or otherwise convey the real property without the prior express written consent of the District, which consent shall not be unreasonably withheld.

B-4. Amendment

Except as provided in Section II of the Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral or written understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B-5. Assignment

The Municipality shall not assign this Agreement.

B-6. Audit and Recordkeeping

1. The Municipality shall retain for a period of seven (7) years, all records necessary in accordance with Generally Accepted Accounting Principles to determine the amounts expended, and eligibility of Projects implemented using SCW Program Payments. The Municipality, upon demand by authorized representatives of the District, shall make such records available for examination and review or audit by the District or its authorized representatives. Records shall include accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files, including documentation covering negotiated settlements, invoices, and any other supporting evidence deemed necessary to substantiate charges related to SCW Program Payments and expenditures.
2. The Municipality is responsible for obtaining an independent audit to determine compliance with the terms and conditions of this Agreement and all requirements applicable to the Municipality contained in chapters 16 and 18 of the Code. Municipality shall obtain an independent audit of their SCW Program Payments every three (3) years. Audits shall be funded with Municipal Program funds.
3. Municipality shall file a copy of all audit reports by the ninth (9^{th}) month from the end of each three (3) year period

to detail the preceding three (3) years of expenditures. Audit reports shall be posted on the District's publicly accessible website. Due date example below.

Every Third Fiscal Year		
Fiscal Year	**Audit Begins**	**Audit Report Due to District**
2023-24	7/1/2027	No later than 3/31/2028

4. Upon reasonable advanced request, the Municipality shall permit the Chief Engineer to examine the infrastructure Projects using SCW Program Payments. The Municipality shall permit the authorized District representative, including the Auditor-Controller, to examine, review, audit, and transcribe any and all audit reports, other reports, books, accounts, papers, maps, and other records that relate to the SCW Program Payments. Examination activities are considered District administration of the SCW Program.
5. Expenditures determined by an audit to be in violation of any provision of Chapters 16 or 18 of the Code, or of this Agreement, shall be subject to the enforcement and remedy provisions of Section 18.14 of the Code.

B-7. Availability of Funds

District's obligation to disburse the SCW Program Payment is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure to fund allocations necessary for disbursement of the SCW Program Payment, the District shall not be obligated to make any disbursements to the Municipality under this Agreement. This provision shall be construed as a condition precedent to the obligation of the District to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Municipality with a right of priority for disbursement over any other Municipality. If any disbursements due to the Municipality under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the District that such disbursement will be made to the Municipality when sufficient funds do become available, but this intention is not binding. If this Agreement's funding for any Fiscal Year is reduced or deleted by order of the Board, the District shall have the option to either cancel this Agreement with no liability occurring to the District or offer an amendment to the Municipality to reflect the reduced amount.

B-8. Choice of Law

The laws of the State of California govern this Agreement.

B-9. Claims

Any claim of the Municipality is limited to the rights, remedies, and claims procedures provided to the Municipality under this Agreement. Municipal expenditures of a SCW Program Payment that involves the District shall utilize a separate and specific agreement to that Project that includes appropriate indemnification superseding that in this Agreement.

B-10. Compliance with SCW Program

The Municipality shall comply with and require its contractors and subcontractors to comply with all provisions of Chapters 16 and 18 of the Code.

B-11. Compliance with Law, Regulations, etc.

The Municipality shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable local, state and federal laws, rules, guidelines, regulations, and requirements.

B-12. Continuous Use of Municipal Projects; Lease or Disposal of Municipal Projects

The Municipality shall not abandon, substantially discontinue use of, lease, or dispose of all or a significant part or portion of any Project funded in whole or in part with SCW Program Payments during the useful life (defined as 30 years unless specified otherwise in annual plans and subsequent reports) of the Project without prior written approval of the District. Such approval may be conditioned as determined to be appropriate by the District, including a condition requiring repayment of a pro rata amount of the SCW Program Payments used to fund the Project together with interest on said amount accruing from the date of lease or disposal of the Project.

B-13. Disputes

Should a dispute arise between the parties, the party asserting the dispute will notify the other parties in writing of the dispute. The parties will then meet and confer within 21 calendar days of the notice in a good faith attempt to resolve the dispute.

If the matter has not been resolved through the process set forth in the preceding paragraph, any party may initiate mediation of the dispute. Mediation will be before a retired judge or mediation service mutually agreeable to the parties.

All costs of the mediation, including mediator fees, will be paid one-half by the District and one-half by the Municipality. SCW Program Payments shall not be used to pay for any costs of the mediation.

The parties will attempt to resolve any dispute through the process set forth above before filing any action relating to the dispute in any court of law.

B-14. Final Inspection and Certification of Registered Professional

Upon completion of the design phase and before construction of a project, the Municipality shall provide certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist) that the design has been completed.

Upon completion of the project, the Municipality shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Agreement.

B-15. Force Majeure.

In the event that Municipality is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, riots, insurrection, war, or other reasons of a like nature beyond the control of the Municipality, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

B-16. Funding Considerations and Exclusions

1. All expenditures of SCW Program Payments by Municipality must comply with the provisions of Chapters 16 and 18 of the Los Angeles County Flood Control District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provision regarding ineligible expenditures contained in Section 16.05.A.3.
2. SCW Program Payments shall not be used in connection with any Project implemented as an Enhanced Compliance Action ("ECA") and/or Supplemental Environmental Project ("SEP") as defined by State Water Resources Control Board Office of Enforcement written policies, or any other Project implemented pursuant to the settlement of an enforcement action or to offset monetary penalties imposed by the State Water Resources Control Board, a Regional Water Quality Control Board, or any other regulatory authority; provided, however, that SCW funds may be used for a Project implemented pursuant to a time schedule order ("TSO") issued by the Los Angeles Regional Water Quality Control Board if, at the time the TSO was issued, the Project was included in an approved watershed management program (including enhanced watershed management programs) developed pursuant to the MS4 Permit.

B-17. Indemnification

The Municipality shall indemnify, defend and hold harmless the District, the County of Los Angeles and their elected and appointed officials, agents, and employees from and against any and all liability and expense, including defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage, arising from or in conjunction with: (1) any Project or Program implemented by the Municipality, in whole or in part, with SCW Program Payments or (2) any breach of this Agreement by the Municipality.

B-18. Independent Actor

The Municipality, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the District.

The Municipality shall not contract work with a contractor who is in a period of debarment from any agency within the District. (LACC Chapter 2.202)

B-19. Integration

This is an integrated Agreement. This Agreement is intended to be a full and complete statement of the terms of the agreement between the District and Municipality, and expressly supersedes any and all prior oral or written agreements, covenants, representations and warranties, express or implied, concerning the subject matter of this Agreement.

B-20. Lapsed Funds

1. The Municipality shall be able to carry over uncommitted SCW Program Payments for up to five (5) years from

the end of the fiscal year in which those funds are transferred from the District to the Municipality.
2. If the Municipality is unable to expend the SCW Program Payment within five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality, then lapsed funding procedures will apply. Lapsed funds are funds that were transferred to the Municipality but were not committed to eligible expenditures by the end of the fifth (5th) fiscal year after the fiscal year in which those funds were transferred from the District.
3. Lapsed funds shall be allocated by the Watershed Area Steering Committee of the respective Watershed Area to a new Project with benefit to that Municipality, if feasible in a reasonable time frame, or otherwise to the Watershed Area.
4. In the event that funds are to lapse, due to circumstances beyond the Municipality's control, then the Municipality may request an extension of up to twelve (12) months in which to commit the funds to eligible expenditures. Extension Requests must contain sufficient justification and be submitted to the District in writing no later than three (3) months before the funds are to lapse.
5. The decision to grant an extension is at the sole discretion of the District.
6. Funds still uncommitted to eligible expenditures after an extension is granted will be subject to lapsed funding procedures without exception. Example Below.

Fiscal Year Transferred	Funds Lapse After	Extension Request Due	Commit By
2019-20	6/30/2025	No later than 3/31/2025	No later than 6/30/2026

B-21. Municipal Project Access

Upon reasonable advance request, the Municipality shall ensure that the District or any authorized representative, will have safe and suitable access to the site of any Project implemented by the Municipality in whole or in part with SCW Program Payments at all reasonable times.

B-22. Non-Discrimination

The Municipality agrees to abide by all federal, state, and County laws, regulations, and policies regarding non-discrimination in employment and equal employment opportunity.

B-23. No Third-Party Rights

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein

B-24. Notice

1. The Municipality shall notify the District in writing within five (5) working days of the occurrence of the following:
   a. Bankruptcy, insolvency, receivership or similar event of the Municipality; or
   b. Actions taken pursuant to State law in anticipation of filing for bankruptcy.
2. The Municipality shall notify the District within ten (10) working days of any litigation pending or threatened against the Municipality regarding its continued existence, consideration of dissolution, or disincorporation.
3. The Municipality shall notify the District promptly of the following:
   a. Any significant deviation from the submitted Annual Plan for the current Fiscal Year, including discussion of any major changes to the scope of funded projects or programs, noteworthy delays in implementation, reduction in benefits or community engagement, and/or modifications that change the SCW Program Goals intended to be accomplished.
   b. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Municipality agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the District has determined what actions should be taken to protect and preserve the resource. The Municipality agrees to implement appropriate actions as directed by the District.
   c. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by District representatives with at least fourteen (14) days' notice to the District.

B-25. Municipality's Responsibility for Work

The Municipality shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Municipality shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The District will not mediate disputes between the Municipality and any other entity concerning responsibility for

performance of work.

B-26. Reporting

The Municipality shall be subject to and comply with all applicable requirements of the District regarding reporting requirements. Municipalities shall report available data through the SCW Reporting Module, once available.

1. Annual Progress/Expenditure Reports. The Municipality shall submit Annual Progress/Expenditure Reports, using a format provided by the District, within six (6) months following the end of the Fiscal Year to the District to detail the activities of the prior year. The Annual Progress/Expenditure Reports shall be posted on the District's publicly accessible website and on the Municipality's website. The Annual Progress/Expenditure Report shall include:
   a. Amount of funds received;
   b. Breakdown of how the SCW Program Payment has been expended;
   c. Documentation that the SCW Program Payment was used for eligible expenditures in accordance with Chapters 16 and 18 of the Code;
   d. Description of activities that have occurred, milestones achieved, and progress made to date, during the applicable reporting period including comparison to the Annual Plan and corresponding metrics;
   e. Discussion of any existing gaps between what was planned and what was achieved for the prior year, include any lessons learned;
   f. Description of the Water Quality Benefits, Water Supply Benefits, and Community Investment Benefits and a summary of how SCW Program Payments have been used to achieve SCW Program Goals for the prior year, including graphical representation of available data and specific metrics to demonstrate the benefits being achieved through the years' investments.
   g. Discussion of alignment with other local, regional, and state efforts, resources, and plans, as applicable. This includes discussion of opportunities for addressing additional SCW Program Goals, leveraging SCW Program Goals, and increasing regional capacity to supplement the SCW Program.
   h. Additional financial or Project-related information in connection with activity funded in whole or in part using SCW Program Payments as required by the District.
   i. Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), that projects implemented with SCW Program Payments were conducted in accordance with Chapters 16 and 18 of the Code.
   j. Report on annual and total (since inception of program) benefits provided by programs and projects funded by SCW Program Payment. This includes comparisons to annual plans and alignment with corresponding specific quantitative targets and metrics (note that SCW Reporting Module will facilitate calculation of benefits and graphical representation of pertinent data):
      i. Annual volume of stormwater captured and treated
      ii. Annual volume of stormwater captured and reused
      iii. Annual volume of stormwater captured and recharged to a managed aquifer
      iv. Annual creation, enhancement, or restoration of Community Investment Benefits. If none, discuss considerations explored and reasons to not include.
      v. Annual acreage increases in Nature-Based Solutions and claimed level of NBS (with matrix demonstrating determination of good, better, best, as outlined in Exhibit C). If none, discuss considerations explored and reasons to not include.
      vi. Annual expenditures providing DAC Benefits. If none, discuss considerations explored and reasons to not include.

2. Documentation of the Community Outreach and Engagement utilized for and/or achieved with the SCW Program Payment described in the Annual Plan Exhibit A. This information must be readily accessible to members of the public.
3. As Needed Information or Reports. The Municipality agrees to promptly provide such reports, data, and information as may be reasonably requested by the District including, but not limited to material necessary or appropriate for evaluation of the SCW Program or to fulfill any reporting requirements of the County, state or federal government.

B-27. Representations, Warranties, and Commitments

The Municipality represents, warrants, and commits as follows:

1. Authorization and Validity. The execution and delivery of this Agreement, including all incorporated documents, by the individual signing on behalf of Municipality, has been duly authorized by the governing body of Municipality, as applicable. This Agreement constitutes a valid and binding obligation of the Municipality, enforceable in accordance with its terms, except as such enforcement may be limited by law.
2. No Violations. The execution, delivery, and performance by the Municipality of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument

to which the Municipality is a party or by which the Municipality is bound as of the date set forth on the first page hereof.

3. No Litigation. There are no pending or, to the Municipality's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which affect the Municipality's ability to complete the Annual Plan.
4. Solvency. None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Municipality. As of the date set forth on the first page hereof, the Municipality is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Municipality is able to pay its debts as they become due.
5. Legal Status and Eligibility. The Municipality is duly organized and existing and in good standing under the laws of the State of California. The Municipality shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority.
6. Good Standing. The Municipality must demonstrate it has not failed to comply with previous County and/or District audit disallowances within the preceding five years.

B-28. Travel

Any reimbursement for necessary ground transportation and lodging shall be at rates not to exceed those set by the California Department of Human Resources; per diem costs will not be eligible expenses. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred by the Municipality. No travel outside the Los Angeles County Flood Control District region shall be reimbursed unless prior written authorization is obtained from the Program Manager.

B-29. Unenforceable Provision

In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

B-30. Withholding of Disbursements and Material Violations

Notwithstanding any other provision of this Agreement, the District may withhold all or any portion of the SCW Program Payment for any Fiscal Year in the event that:

1. The Municipality has violated any provision of this Agreement; or
2. The Municipality fails to maintain reasonable progress in achieving SCW Program Goals, following an opportunity to cure.
3. Failure to remain in Good Standing, described in Section B-26 of Exhibit B.
4. Failure to submit annual reports on meeting SCW Program Goals.

EXHIBIT C – NATURE BASED SOLUTIONS (NBS) BEST MANAGEMENT PRACTICES

Municipalities shall consider incorporation of Nature-based solutions (NBS) into their projects. NBS refers to the sustainable management and use of nature for undertaking socio-environmental challenges, including climate change, water security, water pollution, food security, human health, and disaster risk management. As this environmental management practice is increasingly incorporated into projects for the SCW Program, this guidance document may be expanded upon to further quantify NBS practices based on benefits derived from their incorporation on projects.
The SCW Program defines NBS as a Project that utilizes natural processes that slow, detain, infiltrate or filter Stormwater or Urban Runoff. These methods may include relying predominantly on soils and vegetation; increasing the permeability of Impermeable Areas; protecting undeveloped mountains and floodplains; creating and restoring riparian habitat and wetlands; creating rain gardens, bioswales, and parkway basins; enhancing soil through composting, mulching; and, planting trees and vegetation, with preference for native species. NBS may also be designed to provide additional benefits such as sequestering carbon, supporting biodiversity, providing shade, creating and enhancing parks and open space, and improving quality of life for surrounding communities. NBS include Projects that mimic natural processes, such as green streets, spreading grounds and planted areas with water storage capacity. NBS may capture stormwater to improve water quality, collect water for reuse or aquifer recharge, or to support vegetation growth utilizing natural processes.
Municipalities are to include in each Annual Progress/Expenditure Report whether and how their project achieves a good, better, or best for each of the 6 NBS methods in accordance with the guidance below. Additionally, Annual Progress/Expenditure Reports should include discussion on any considerations taken to maximize the class within each method. If at least 3 methods score within a single class, the overall project can be characterized as that class. Municipalities must attach a copy of the matrix for each project with the good, better, or best column indicated for each method, to facilitate District tracking of methods being utilized.

METHODS	GOOD	BETTER	BEST
Vegetation/Green Space	Use of climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 5%-15% covered by new climate-appropriate vegetation	Use of native, climate appropriate, eco-friendly vegetation (groundcover, shrubs, and trees) / green space 16%-35% covered by new native vegetation	Establishment of plant communities with a diversity of native vegetation (groundcover, shrubs, and trees) / green space that is both native and climate-appropriate More than 35% covered by new native vegetation
Increase of Permeability	Installation of vegetated landscape – 25%-49% paved area removed Redesign of existing impermeable surfaces and/or installation of permeable surfaces (e.g. permeable pavement and infiltration trenches)	Installation of vegetated landscape – 50%-74% paved area removed Improvements of soil health (e.g., compaction reduction)	Installation of vegetated landscape – 75%-100% paved area removed Creation of well-connected and self-sustained natural landscapes with healthy soils, permeable surfaces, and appropriate vegetation
Protection of Undeveloped Mountains & Floodplains	●Preservation of native vegetation ●Minimal negative impact to existing drainage system	●Preservation of native vegetation ●Installation of new feature(s) to improve existing drainage system	●Creation of open green space ●Installation of features to improve natural hydrology

Creation & Restoration of Riparian Habitat & Wetlands	●Partial restoration of existing riparian habitat and wetlands nPlanting of climate appropriate vegetation between 11 and 20 different climate appropriate or native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration of existing riparian habitat and wetlands ●Planting of native vegetation - between 21 and 40 different native plant species newly planted ●No potable water used to sustain the wetland	●Full restoration and expansion of existing riparian habitat and wetlands Planting of plant communities with a diversity of native vegetation – between 41 and 50 different native plant species newly planted ●No potable water used to sustain the wetland
New Landscape Elements	Elements designed to capture runoff for other simple usage (e.g. rain gardens and cisterns), capturing the 85th percentile 24-hour storm event for at least 50% of the entire parcel	Elements that design to capture/redirect runoff and filter pollution (e.g. bioswales and parkway basins), capturing the 85th percentile 24-hour storm event from the entire parcel	Large sized elements that capture and treat runoff to supplement or replace existing water systems (e.g. wetlands, daylighting streams, groundwater infiltration, floodplain reclamation), capturing the 90th percentile 24-hour storm event from the entire parcel and/or capturing off-site runoff
Enhancement of Soil	Use of soil amendments such as mulch and compost to retain moisture in the soil and prevent erosion Planting of new climate appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated to retain moisture in the soil, prevent erosion, and support locally based composting and other soil enhancement activities Planting of new native, climate-appropriate vegetation to enhance soil organic matter	Use of soil amendments such as mulch and compost that are locally generated, especially use of next-generation design with regenerative adsorbents (e.g. woodchips, biochar) to retain moisture in the soil, prevent erosion, and support on-site composting and other soil enhancement activities Planting of new native, climate appropriate vegetation to enhance soil organic matter

EXHIBIT D – OPERATIONS AND MAINTENANCE GUIDANCE DOCUMENT

Municipalities shall operate and maintain infrastructure projects for the useful life of the project and are to consider using the following guidance for operations and maintenance for infrastructure projects. Operational maintenance is the care and upkeep of Projects that may require detailed technical knowledge of the Project's function and design. Project specific operational and maintenance plans shall consider the activities listed below and set forth specific activities and frequencies (not limited to those below) as determined to be appropriate by the Municipalities and best practices, including stakeholder engagement as applicable. Operational maintenance is to be performed by the operator of the Project with a purpose to make the operator aware of the state of readiness of the Project to deliver stormwater and urban runoff benefits.

1. Litter Control
    - Regular removal of litter, nonhazardous waste materials, and accumulated debris near planted areas, rock areas, decomposed granite areas, rest areas, fence perimeters, adjoining access roads and driveways, drains, pedestrian trails, viewing stations, shelter houses, and bicycle pathways.
    - Regular inspection and maintenance of pet waste stations.
    - Maintaining trash receptacles.
    - Removal of trash, debris, and blockages from bioswales.
    - Inspection and cleaning of trash booms.
    - Inspection of weir gates and stop logs to clean debris, as required.

2. Vegetation Maintenance

    - Weed control
        - Recognition and removal of weeds, such as perennial weeds, morning glory, vine-type weeds, ragweed, and other underground spreading weeds.
        - Avoiding activities that result in weed seed germination (e.g. frequent soil cultivation near trees or shrubs).
        - Regular removal of weeds from landscape areas, including from berms, painted areas, rock areas, gravel areas, pavement cracks along access roads and driveways, drains, pedestrian trails, viewing stations, park shelters, and bicycle paths.

    - Tree and shrubbery trimming and care
        - Removal of dead trees and elimination of diseased/damaged growth.
        - Prevent encroachment of adjacent property and provide vertical clearance.
        - Inspect for dead or diseased plants regularly.

    - Wetland vegetation and landscape maintenance
        - Installation and maintenance of hydrophytic and emergent plants in perennially wet and seasonal, intermittent habitats.
        - Draining and drawdown of wetland and excessive bulrush removal
        - Weed and nuisance plant control.
        - Removal of aquatic vegetation (e.g. algae and primrose) using appropriate watercraft and harvesting equipment.
        - Wildflower and meadow maintenance.
        - Grass, sedge, and yarrow management.
        - Removal of unwanted hydroseed.

3. Wildlife Management
    - Exotic species control.
    - Provide habitat management; promote growth of plants at appropriate densities and promote habitat structure for animal species.
    - Protect sensitive animal species (e.g. protection during critical life stages including breeding and migration).
    - Avoid disturbances to nesting birds.
    - Avoid spread of invasive aquatic species.

4. Facility Inspection
    - Inspect project sites for rodent and insect infestations on a regular basis.
    - Inspect for and report graffiti in shelter houses, viewing stations, benches, paving surfaces, walls, fences, and educational and directional signs.
    - Inspect facilities for hazardous conditions on roads and trails (e.g. access roads and trails, decomposed granite pathways, and maintenance roads).

- Inspect shade structures for structural damage or defacement.
- Inspect hardscapes.
- Inspect and maintain interpretive and informational signs.
- Inspect site furnishings (e.g. benches, hitching posts, bicycle racks).
- Maintain deck areas (e.g. benches, signs, decking surfaces).
- Visually inspect weirs and flap gates for damage; grease to prevent locking.
- Inspect all structures after major storm events, periodically inspect every 3 months, and operate gates through full cycles to prevent them from locking up.

5. Irrigation System Management
   - Ensuring automatic irrigation controllers are functioning properly and providing various plant species with proper amount of water.
     - Cycle controller(s) through each station manually and automatically to determine if all facets are functioning properly.
     - Inspection should be performed at least monthly.
     - Recover, replace, or refasten displaced or damaged valve box covers.
     - Inspect and repair bubbler heads.
     - Repair and replace broken drip lines or emitters causing a loss of water (to prevent ponding and erosion).
     - Maintain drip system filters to prevent emitters from clogging. Inspection and cleaning should occur at least monthly.
     - Inspect and clean mainline filters, wye strainers, basket filters, and filters at backflow devices twice a year.
     - Maintain and check function of the drip system.
   - Keeping irrigation control boxes clear of vegetation.
   - Operating irrigation system to ensure it does not cause excessively wet, waterlogged areas, and slope failure.
   - Utilizing infrequent deep watering techniques to encourage deep rooting, drought tolerant plant characteristics to promote a self-sustaining, irrigation free landscape.
   - Determine watering schedules based on season, weather, variation in plant size, and plant varieties. At least four times a year (e.g. change of season), reschedule controller systems.
   - Turn off irrigation systems at the controller at the beginning of the rainy season, or when the soil has a high enough moisture content.
   - Use moisture sensing devices to determine water penetration in soil.

6. Erosion Management and Control
   - Inspect slopes for erosion during each maintenance activity.
   - Inspect basins for erosion.
   - Take corrective measures as needed, including filling eroded surfaces, reinstalling or extending bank protection, and replanting exposed soil.

7. Ongoing Monitoring Activities
   - Monitor controllable intake water flow and water elevation.
   - Examine inflow and outflow structures to ensure devices are functioning properly and are free of obstructions.
   - Water quality sampling (quarterly, unless justified otherwise).
   - Checking telemetry equipment.
   - Tracking and reporting inspection and maintenance records.

8. Vector and Nuisance Insect Control
   - Monitoring for the presence of vector and nuisance insect species.
   - Adequate pretreatment of influent wastewater to lessen production of larval mosquitos.
   - Managing emergent vegetation.
   - Using hydraulic control structures to rapidly dewater emergent marsh areas.
   - Managing flow velocities to reduce propagation of vectors.

ATTACHMENT B

Attachment B

RESOLUTION NO. CC-2409-093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LOS ANGELES REGION SAFE, CLEAN WATER PROGRAM, MUNICIPAL TRANSFER AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

WHEREAS, the City Council of the City of Lawndale ("City") is eligible to receive funding for Stormwater, Urban Runoff Pollution and Water Quality projects, through the Los Angeles County Flood Control District; and

WHEREAS, the City has applied for and received funding for various City of Lawndale Projects and Programs; and

WHEREAS, pursuant to Section 16.05.A.1. of the Los Angeles County Flood Control District Code, prior to their receipt of SCW Program funds, Municipalities must enter into an agreement with the District to transfer sew Program funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAWNDALE AS FOLLOWS:

SECTION 1. The City Council hereby approves and authorizes the City Manager to execute the Safe Clean Water Program Municipal Transfer Agreement with the Los Angeles County Flood Control District, in the form attached to this Resolution as Exhibit "A", and take any further action required to effectuate the transfer to the City.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED AND ADOPTED this 16th day of September, 2024.

Attachment B

_____
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-2409-093 at a regular meeting of said Council held on the 16th day of September, 2024, by the following roll call vote:

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

_____
Erica Harbison, City Clerk

APPROVED AS TO FORM:

_____
Gregory M. Murphy, City Attorney

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Lucho Rodriguez, Public Works Director
Hrant Manuelian, Finance Director/City Treasurer
Grace Huizar, Senior Management Analyst

SUBJECT: **Fund 286 SB1383 Local Assistance Program Grant Budget Amendment**

BACKGROUND

In September 2016, Senate Bill 1383 was passed to serve as a statewide effort to reduce emissions of Short Lived Climate Pollutants (SLCP) and reduce statewide disposal of organic waste and edible food. Methane gas is a SLCP that is created in landfills when organic waste naturally decomposes. In accordance with this law, all jurisdictions must provide recycling and organics waste collection services to all residential and commercial generators. This will help divert organic materials from landfills. In addition to organics recycling collection programs, SB1383 regulations also require businesses to minimize throwing out "edible food" by requiring the implementation of an Edible Food Program. To aid cities in meeting compliance with SB 1383, the State of California Department of Resources Recycling and Recovery (CalRecycle) released funding opportunities through its Local Assistance Grant Program. The City applied for these grants under Resolution No. CC-1908-042 which authorizes the submittal of applications for all CalRecycle grants for which the City of Lawndale is eligible. The first grant, OWR1 was released in May 2022 to provide cities and counties with initial funding to implement SB 1383 required programs including education, outreach, food recovery, collection, capacity planning, procurement, record-keeping, enforcement, inspection, and program evaluation projects. A second phase, OWR4, was released in November 2023.

The City of Lawndale received grant awards from the Local Assistance Grant Program in the amount of $47,128 on or about, June 1, 2022 and $88,065 on June 4, 2024. The total of $135,193 from CalRecycle must meet the projects and activities performance requirements as outlined in the Local Assistance Grant Program.

STAFF REVIEW

The City of Lawndale is taking steps to encourage residents to properly dispose of their food waste. Staff is proposing to utilize the first grant, OWR1 to purchase counter-top kitchen food scrap pails and backyard composting bins. The pails will be offered to all single-family households and multi-family dwellings at no charge; one pail her household. These counter-top pails are to be used to collect kitchen food scraps until it is time to transfer them to a backyard compost bin or a curbside green cart. The selected food scrap pail has a two-gallon capacity and is portable and reusable with a tight-fitting lid. The 80-gallon backyard compost bin will provide the convenience of discarding the food scraps in their own backyard and producing their own compost for their garden. This method of composting is simple and effective.

The second grant is proposed to enhance public education and outreach by producing a SB 1383 Organics Recycling Program Guide. This guide will include Frequently Asked Questions, What Goes Where, Acceptable/Unacceptable Items, and most importantly the guide will contain clear graphics and photos for a clear understanding regardless of any language barriers. In addition, the grant funds will be used to support local food recovery services and organizations with tools such as signage and receptacles to streamline their collection system and increase their performance and participation. This enhanced public education and outreach campaign will also be provided electronically on the City's website, through hard copy materials, and through direct outreach.

LEGAL REVIEW

The City Attorney has reviewed the staff report.

FISCAL IMPACT

A budget amendment to the Fund 286 budget to reflect the grant revenues of $135,093 and grant expenditures of $135,093, is necessary in the accounts shown below:

Fund 286 Local Assistance Program Grant		
Grant Revenues	286-000-465.451	$135,093
Grant Program Expenses		
Personnel Cost Allocations	Fund 286	$10,000
Allowed Grant Program Expenses	Fund 286	$125,093
Total Fund 286 Expenses		$135,093

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council authorize Public Works staff to recognize the grant revenues and authorize the expenditure of the grant funds in compliance with the Local Assistance Grant Program guidelines.

Attachments

A. Reso No. 1908-042 Auth Submittal of Apps for All CalRecycle Grants.pdf

ATTACHMENT A

RESOLUTION NO. CC-1908-042

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANTS FOR WHICH CITY OF LAWNDALE IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

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

SECTION 1. That City staff is authorized submit of application(s) to CalRecycle for all grants for which City of Lawndale is eligible.

SECTION 2. That the City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Lawndale all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

SECTION 3. That these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 19th day of August, 2019.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1908-042 at a regular meeting of said Council held on the 19th day of August, 2019, by the following roll call vote:

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

Rhonda Hofmann Gorman

Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

Mauricio Salazar

for: Tiffany J. Israel, City Attorney

CITY OF LAWNDALE

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

DATE:	September 16, 2024
TO:	Honorable Mayor and City Council
FROM:	Sean M. Moore, City Manager
PREPARED BY:	Hrant Manuelian, Finance Director/City Treasurer
SUBJECT:	**Purchase of Vehicle for Community Development Department using ARPA Funding**

BACKGROUND

The City of Lawndale was allocated a total of $7,748,138 from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan Act (ARPA) to support the City's response to and recovery from the COVID-19 public health emergency.

The purpose of these funds is to provide state, local, and tribal governments with resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

A replacement vehicle is needed for the Community Development Department. The vehicle they currently have is fully depreciated and has electrical and suspension issues. The cost for these repairs will be in excess of what the car is worth.

STAFF REVIEW

The current expenditures and appropriations to date are $7,687,125 leaving a balance of $61,013. Staff has decided to dedicate/appropriate $40,000 of the remaining ARPA funds to the purchase of a new vehicle for the Community Development Department.

Community Development staff use the vehicle for various reasons including inspections, site plan reviews, seminars and meetings outside the city.

LEGAL REVIEW

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

FISCAL IMPACT

A budget amendment for $40,000 will be needed in account number 285-410-550.300 ARPA Vehicles.

RECOMMENDATION

Staff recommends that City Council approve the purchase of a vehicle for the Community Development Department and approve the budget amendment of $40,000 in account number 285-410-550.300 ARPA Vehicles.

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **Annual Accounting of Lawndale Public Financing Authority Financial Activities**

BACKGROUND

The Lawndale Public Financing Authority established under the Joint Exercise of Powers Agreement (the "Agreement"), dated August 3, 2009, between the City of Lawndale and the Lawndale Redevelopment Agency ("LRA"), requires an annual accounting of financial activities within a reasonable time after the close of each Fiscal Year. (Article VI, Section 6.02 of the Agreement). The Authority was created for the sole purpose of issuing bonds for financing capital projects including the Community Center located at 14700 Burin Avenue, road improvements (sidewalk, pavement, curb and gutter), park and open space improvements (lights and playground) and new park acquisition and improvements.

On November 1, 2009, $20,545,000 of Tax Allocation Bonds, Series 2009, were issued. Interest rates range from 2% to 5.6% with interest payable semiannually on February 1 and August 1 and principal maturing annually on August 1. Debt service payments are included on the Lawndale Recognized Obligation Payment Schedule ("ROPS") and funded through the Successor Agency to the former Lawndale Redevelopment Agency, pursuant to Assembly Bill 1X 26.

STAFF REVIEW

For the fiscal year ended June 30, 2024, debt service of $1,298,575. ($370,000 principal and $928,575 interest) was paid and the same amount was received from the Successor Agency. The outstanding principal on the debt changed as follows:

Outstanding Tax Revenue Bond Balance, 7/1/23	$ 17,120,000
Principal Payment, 8/1/23	370,000
Outstanding Tax Revenue Bond Balance, 6/30/24	$ 16,750,000

The debt service schedule is as follows:

Year Ending June 30,	**Principal**	**Interest**	**Total**
2025	385,000	909,700	1,294,700
2026	405,000	888,937	1,293,937
2027	430,000	865,975	1,295,975

2028	455,000	841,637	1,296,637
2029	480,000	815,925	1,295,925
2030-2034	3,065,000	3,628,763	6,693,763
2035-2039	4,415,000	2,589,813	7,004,813
2040-2044	5,765,000	1,198,313	6,963,313
2045	1,350,000	37,125	1,387,125
Total	**16,750,000**	**11,776,188**	**28,526,188**

The $1,294,700 debt service payment for fiscal year ending June 30, 2025 is included in the approved annual ROPS to be received from the Successor Agency during the year. In addition, both the revenue and debt service payments are included in the Successor Agency to the LRD section of the Adopted Budget for Fiscal Year 2024-2025.

LEGAL REVIEW

N/A

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends the Board of the Lawndale Public Financing Authority receive and file the annual accounting of financial activities.

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

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

SUBJECT: **Consideration and Direction regarding Legislative Lobbyist RFP**

BACKGROUND

This item is being returned to City Council for further discussion, review, and direction regarding the possibility of selecting a legislative lobbyist for the City, at the request of Councilmember Rhonda Hofmann Gorman and based on City Council discussion.

STAFF REVIEW

At the July 15, 2024, City Council meeting, Councilmember Rhonda Hofmann Gorman presented an item for City Council to discuss the hiring of a federal lobbyist to provide a direct connection and line of communication with federal legislatures on behalf of the City. During the City Council discussion, staff was directed to prepare a draft Request for Proposals (RFP) for cost services and bring back this item for further review and discussion by City Council, prior to solicitation. Attached, please find the draft RFP for City Council's review, discussion, and further direction.

LEGAL REVIEW

The City Attorney's Office has reviewed and approved the staff report and attached request for proposal as to form.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends City Council: 1) review and discuss the draft Request for Proposals (RFP); 2) provide further direction to staff on whether to proceed, with or without changes; OR 3) take no action on this matter.

Attachments

A. RFP for Legislative Lobbyist Services -DRAFT.pdf

ATTACHMENT A

CITY OF LAWNDALE

REQUEST FOR PROPOSAL

RFP NO. 24XX-XX

PROFESSIONAL LEGISLATIVE AND LOBBYING SERVICES FOR LOCAL GOVERNMENT

RELEASE DATE:	**SEPTEMBER __, 2024**
PROPOSALS DUE:	**OCTOBER ___, 2024, AT 5:00PM**
SUBMIT TO:	**City Clerks' Office** **Attention: Legislative and Lobbying Services** **14717 Burin Ave.** **Lawndale, CA 90260**
REFER QUESTIONS TO:	**_____, City Manager's Office**

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SECTION I - GENERAL INFORMATION

INTRODUCTION AND OBJECTIVE:

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

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

BACKGROUND:

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

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

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

DEFINITIONS:

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

PROPOSAL SUBMISSION REQUIREMENTS:

1. Proposals must be made on the form (Exhibit A) provided for that purpose herein and included with all submitted proposals. No substitutes to the form will be accepted.

2. Proposers must submit one (1) original complete hard copy of the Proposal with original signature, plus one (1) electronic copy in PDF format saved on a USB flash drive. All Proposals must be submitted in a sealed envelope clearly marked on lower left-hand corner "**Legislative and Lobbyist Services.**"

3. Proposals must be delivered in person, by U.S. Postal Service, or by a courier service such as Federal Express, UPS, etc. and must be and must be received no later than **_____, 2024, 5:00 p.m. PST**, at the address listed below:

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

4. Proposers must direct all questions, clarifications, request for information, specifications, etc. regarding the RFP in writing to Raylette Felton, Deputy CM/HR Director, by email only to rfelton@lawndalecity.org. The email subject line shall include the following: **RFP Legislative and Lobbyist Services.**

5. The deadline to submit any questions is: _____, _____, 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.

6. Any change in the RFP or its requirements made by the City will be by issuance of an addendum which will be made available on the city's website and emailed to all recipients of the RFP, and such addendum shall be a part of the RFP requirements.

7. All Proposals shall be dated and signed by a representative authorized to enter into agreements for the proposing firm.

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8. The City of Lawndale is not liable for any costs incurred by a Proposer in the preparation and/or presentation of the Proposal. All Proposals, associated costs, and agreements shall remain valid for a period of ninety (90) days following the deadline date for submittals.

9. All responses to the RFP accepted by the City shall become the exclusive property of the City. All Proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements considered a legal exception to public disclosure.

10. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for any damages resulting from the disclosure of any such records or part thereof. If the City receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of Proposers. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City as a courtesy will notify the Proposer in writing of such demand and will furnish to the Proposer a copy of the City's written response to the requestor. It would be the sole responsibility of each Proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

11. The City reserves the right to accept or reject any or all Proposals or portions thereof without stated cause. The City may also elect to cancel the RFP, reject all Proposals and/or re-issue a new RFP.

12. Clarification of Proposals: The City reserves the right to obtain clarification of any point in a consultant's Proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two (2) business days.

13. The City is not bound to accept the Proposal with the lowest cost but may accept the Proposal that demonstrates the best ability and most qualified to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any Proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City.

14. The City reserves the right to disqualify any Proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the consultant.

PROPOSAL SCHEDULE OF EVENTS:

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

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

City Issues/ Release RFP	_____, 2024
Deadline for Written Questions	_____, 2024
City's Responses to Questions (if applicable)	_____, 2024
Deadline for Proposal Submission	_____, 2024 at 5:00 p.m.

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City's Review and Evaluate RFPs*	_____, 2024
Tentative Award of Contract *	_____, 2024

*Dates may be subject to change

NONDISCRIMINATION:

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

INDEPENDENT CONTRACTOR:

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

STANDARD TERMS AND CONDITIONS:

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

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

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

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

INSURANCE REQUIREMENTS:

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

- Commercial General Liability Insurance with minimum limits of $1,000,000.00 for each occurrence and $2,000,000 annual aggregate.

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- 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.

SECTION II
LEGISLATIVE AND LOBBYIST SERVICE REQUIREMENTS

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

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

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Manager or designee in a timely manner; assist in the preparation of testimony to be given; and as requested, liaison on the City's behalf.

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

MINIMUM QUALIFICATIONS:

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

SECTION III
PROPOSAL FORM AND CONTENT

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

PROPOSAL FORM AND CONTENT
Proposal must be concise, structured, presented, and formatted in the following manner:

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

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

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

A. Cover Letter
Include a cover letter signed by a duly authorized representative of the firm. The cover letter must include an introduction of the firm, firm's interest in the project, statement attesting to the

accuracy of the Proposal submittal, and the firm's ability to provide the services noted in Section II of this RFP. In addition, the cover letter should include a statement indicating the Proposal remains valid for at least 90 days from the deadline for Receipt of Proposal, with automatic extension should the Proposer be selected for negotiation.

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

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

D. Compensation and Fee Proposal
Please provide a separate detailed compensation and fee proposal, in a table format, for the Scope of Services identified in this RFP. The compensation and fee proposal should include either the fixed hourly rate, monthly retainer, or other billable rate for all proposed services. If a fixed monthly retainer rate is proposed, please describe in detail what is included in the retainer. The compensation and fee proposal should include an itemized list of all billable costs for the Scope of Services identified in this RFP as well as any other areas which the Proposer believes should be included but was not stipulated in this RFP. This compensation and fee proposal should also include any additional out-of-pocket expenses and costs for all tasks and services, as well as any expanded services proposed. The City will use these expenses in the selection process and reserves the right to negotiate the final fees with the selected firm or individual.

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

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

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

PROPOSAL EVALUATION AND SELECTION:

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

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

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

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

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EXHIBIT A

CITY OF LAWNDALE
14717 Lawndale Blvd.
Lawndale, CA 90260

RFP NO. XXX-XX

RFP PROPOSAL FORM

PROPOSER'S RESPONSES TO
RFP FOR LEGISLATIVE AND LOBBYING SERVICES

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

The following Proposal is submitted to the City of Lawndale.

Proposal Submitted By:

Name of Firm		Website
Address		
City	State	Zip Code
Printed Name/Title of Contact		Email
Telephone Number/Fax Number		
Name of official authorized to bind firm to terms of submittal		

Form of Business Organization:

Please indicate the following (check one):

Corporation _____

Partnership _____

Sole Proprietorship _____

Other:_____

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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: (if needed)

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

No Addenda received regarding this RFP: _____

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.

Attachment of Compensation and Fee Proposal: _____

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EXHIBIT "B"

SAMPLE AGREEMENT

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CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Hrant Manuelian, Finance Director/City Treasurer

SUBJECT: **American Rescue Plan Act Shop Local Rebate Incentive**

BACKGROUND

The City of Lawndale was allocated a total of $7,748,138 from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan Act (ARPA) to support the City's response to and recovery from the COVID-19 public health emergency.

The purpose of these funds is to provide state, local, and tribal governments with resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

To help promote local businesses the City has decided to put together a program where residents and contractors who shop at Lawndale supply stores will receive a rebate in $50 increments up to $500.

STAFF REVIEW

The current expenditures and appropriations to date are $7,587,125 leaving a balance of $161,013. Staff has decided to dedicate/appropriate $100,000 of the remaining ARPA funds to the Shop Local Rebate Incentive program. The program will refund Lawndale residents and/or contractors that shop local up to $500 in rebates in $50 increments.

Individuals seeking the rebate will need to fill out the Shop Local Retail Rebate Claim Form and submit it along with the requested documents to the Finance department. Once the information has been reviewed and verified a rebate check will be mailed to the applicant.

LEGAL REVIEW

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

FISCAL IMPACT

A budget amendment for $100,000 will be needed in account number 285-190-545.204 ARPA Rebate Program

There is no impact to the General Fund.

RECOMMENDATION

Staff recommends that City Council approve this program and the budget amendment of $100,000 in account 285-190-545.204 ARPA Rebate Program.

Attachments

Shop Local Retail Rebate Form.pdf

ATTACHMENT 1

14717 BURIN AVENUE - LAWNDALE, CALIFORNIA 90260 – (310) 973-3200 – FAX (310) 644-4556

Shop Local Retail Rebate Claim Form

Each Resident of Lawndale and Building Contractor working in Lawndale is eligible to receive up to Five Hundred Dollars ($500.00) in rebates for supporting local (Lawndale Based) businesses. **Receipts for Fuel, Alcohol, Tobacco, and Sales Tax do not qualify for this program. Receipts for under $50.00 cannot be combined**. Receipts over $50.00 will be rounded down to the nearest $50.00 increment for rebates. Please submit this completed form along with the original sales receipt/receipts to the Finance Department. **The deadline for rebate submissions is June 30th, 2025**. Rebates will be issued in the form of a check that will be mailed to the applicant.

Name of Resident/Contractor: _____ ***Phone: ( ) _____***

Address: _____ _____ _____ _____

Signature: _____

Summary of Receipts: ****Please list the Vendor, Purchase Date, and Amount from the sales receipts being submitted and include the original receipt/receipts with this form. If necessary, please attach a separate sheet listing all Vendor, Purchase Date, and Amounts.***

VENDOR:	**RECEIPT DATE:**	**$AMOUNT**:
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____

TOTAL REBATE AMOUNT- $_____

Please do not write under this line _____.

Finance Department Use Only

Total Requested Rebate Amount: $_____
Actual Receipts Total: $_____
Actual Rebate Issued Based on $50.00 Increments: $_____

Finance Staff: _____ ***Date:*** _____

CITY OF LAWNDALE

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

DATE: September 16, 2024

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Yvette Palomo, Assistant City Clerk

SUBJECT: **Public Notification Policy of Transparency of Contractors**

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: September 16, 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: September 16, 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 - Pending Litigation**

The City Council will conduct a closed session regarding pending litigation pursuant to Government Code section 54956.9(d)(3), because due to existing facts and circumstances, the legislative body of the local agency will meet to decide whether a closed session is authorized pursuant to paragraph (2).