CITY OF LAWNDALE

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

AGENDA
LAWNDALE CITY COUNCIL REGULAR MEETING
Monday, March 2, 2020 - 6:30 p.m.
Lawndale City Hall Council Chamber
14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a public meeting speaker card and submit it to the City Clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up.

Copies of this Agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the Lawndale Library. Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

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

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PRESENTATIONS

1. People Assisting The Homeless (PATH) – Homelessness in the South Bay
Presented by: Haley Fuselier, PATH Senior Director

D. PUBLIC SAFETY REPORT

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 2 through 8, will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

2. Motion to read by title only and waive further reading of all ordinances listed on the Agenda
Recommendation: that the City Council approve.

3. Revising Lawndale Municipal Code Section 12.08.030, to add terms and conditions on permit applications for excavation, obstruction, or encroachment of the public right-of-ways (2nd Reading)

Recommendation: that the City Council approve the second reading and adopt Ordinance No. 1169-20, revising Lawndale Municipal Code Section 12.08.030, adding terms and conditions on permit applications for excavation, obstruction, or encroachment of the public right-of-ways, and exemption from the California Environmental Quality Act.

4. Installation of Water Bottle Filling Stations at Hogan Park and Rudolph Park

Recommendation: that the City Council approve the attached agreement between the City of Lawndale and Phillips Plumbing Inc. for the installation of four water bottle filling stations at Rudolph and Hogan Parks in the amount of $16,350.00.

5. Metro Funding Agreement Amendment No. 5 - Inglewood Avenue Phase I Widening Project #F1198

Recommendation: that the City Council approve Metro Funding Agreement Amendment No. 5, between the City of Lawndale and the Los Angeles County Metropolitan Transportation Authority (Call for Projects F1198 for Phase 1).

6. Routine Records Destruction

Recommendation: that the City Council adopt Resolution No. CC-2003-013, approving the requests from the City Clerk's Department, City Manager's Office, City Council, Administrative Services/Human Resources and the Finance Department for authorization to destroy routine records as listed in the exhibits of the Resolution.

7. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2003-012, authorizing the payment of certain claims and demands in the amount of $720,862.42.

8. Minutes of the Lawndale City Council Regular Meeting – February 18, 2020

Recommendation: that the City Council approve.

H. ADMINISTRATION

9. City of Lawndale Website Redesign

Recommendation: that the City Council approve a Contract Services Agreement with Intrado Interactive Services Corporation for a website redesign and ongoing hosting, maintenance, support, and security services for a five (5) year term, beginning March 15, 2020 through March 15, 2025, for an amount not to exceed $45,100.

10. Operations Plan for Interaction with Homeless Residents

Recommendation: that the City Council approve the proposed Operations Plan for Interaction with Homeless Residents.

I. CITY MANAGER'S REPORT

J. ITEMS FROM CITY COUNCILMEMBERS

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

K. ADJOURNMENT

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, March 16, 2020 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on March 2, 2020 was posted not less than 72 hours prior to the meeting.

_____
Matthew Ceballos, Assistant City Clerk

Back to Agenda

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk MC

SUBJECT: People Assisting the Homeless (PATH) – Homelessness in the South Bay
Presented by: Haley Fuselier, PATH Senior Director

No public documentation was forwarded to the City Clerk Department for the item

Back to Agenda

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk MC

SUBJECT: Motion Pertaining to the Reading of Ordinances

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.

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager

PREPARED BY: Kahono Oei, P.E, Public Works Director/City Engineer
Kevin Moghadasi, E.I.T, Assistant Engineer
Grace Huizar, Administrative Assistant

SUBJECT: Second Reading of Ordinance 1169-20– Revising Section 12.08.030 of Lawndale Municipal Code pertaining to excavation and encroachment permit terms and conditions and exemption from CEQA

BACKGROUND

On July 2, 1987, the City Council approved and adopted Ordinance No. 544-87 regarding Section 12.08.030 of the Lawndale Municipal Code for regulating excavation and encroachment within the public right-of-way. This ordinance provides requirements and conditions for working within the public right-of-way, however, the requirements are not sufficient to hold the permittee responsible for the restoration of the public right-of-way back to conditions acceptable to the City.

In order to better regulate the use of the City's public right-of-way, it is essential to amend the existing Municipal Code and to adopt Ordinance No. 1169-20 which is introduced to revise section 12.08.030 of the Lawndale Municipal Code pertaining to excavation and encroachments permit in the public right-of-way terms and conditions and exemption from CEQA.

Staff identified several standard terms and conditions required within all of its right-of-way use agreements that allows the City to reasonably control the time, place, and manner in which roads, highways, and waterways are accessed. Furthermore, this Ordinance includes additional standard terms and conditions on all encroachment permit applications that will protect the health, safety and general welfare of the City's residents and businesses.

STAFF REVIEW

Ordinance No. 1169-20 was introduced to the City Council on February 18, 2020 and approved.

LEGAL REVIEW

The City Attorney's office has reviewed and approved as to form Ordinance No. 1169-20.

FUNDING

Not Applicable.

RECOMMENDATION

Staff recommends that City Council adopt Ordinance No. 1169-20 revising Section 12.08.030 of Lawndale Municipal Code pertaining to excavation and encroachment permit terms and conditions and exemption from CEQA .

Attachment: Ordinance No. 1169-20

ORDINANCE NO. 1169-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA REVISING SECTION 12.08.030 OF THE LAWNDALE MUNICIPAL CODE PERTAINING TO EXCAVATION AND ENCROACHMENT PERMIT TERMS AND CONDITIONS AND EXEMPTION FROM CEQA

SUMMARY: This ordinance would add terms and conditions on permit applications for excavation, obstruction, or encroachment of the public right-of-ways.

WHEREAS, pursuant to Chapter 12.08 of the Lawndale Municipal Code, the City of Lawndale requires a permit from the Public Works Department before any and all excavation in or encroachment on any public right-of-way; and

WHEREAS, the City has identified several standard terms and conditions it places within all of its right-of-way use agreements that exercise the City's right to reasonable control the time, place, manner in which roads, highways, and waterways are accessed; and

WHEREAS, the City Council desires to add those standard terms and conditions on all permit applications to protect the health, safety and general welfare of the City and its residents and businesses.

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

SECTION 1. Lawndale Municipal Code Section 12.08.030, "Permit – Terms and conditions," shall be amended to read in its entirety as follows:

"Any permit issued pursuant to this chapter may be subject to terms and conditions, including, but not limited to, the following:

A. That the city may make such changes to the proposed excavations, obstructions or encroachment as deemed necessary for the protection of the public highway, existing traffic patterns and the safety of persons using the public highway.

B. That the city may prescribe the hours during which the proposed excavation, obstruction or encroachment may occur in order to minimize any interfere with the traffic pattern within the city.

C. That the applicant (all references in this section shall mean and include the applicant's employees, agents, contractors, or subcontractors) agrees to replace, repave and restore the roadway at the place of the excavation, obstruction or encroachment to its condition prior to making the excavation, obstruction or encroachment or the roadway may be replaced, repaved or restored by the city at the applicant's expense, as determined by and to the satisfaction of the city engineer with the city determining in its sole discretion whether it will oversee the

repair work itself, in which case the applicant shall reimburse the city for the costs of the repair work within thirty days after receiving an invoice detailing such costs. Should the applicant fail to pay the costs identified in the invoice, the city may act on the bond required in Subsection BB.

D. That the applicant agrees to either remove any obstruction, encroachment or material placed upon the highway within the time period provided in the permit or pay the city for such removal after receiving an invoice for the same. Should the applicant fail to pay the costs identified in the invoice, the city may act on the bond required in this Subsection BB.

E. That the applicant shall install and maintain lights, barriers, warning signs or other measures designed to protect the public traveling upon such highway as described in Section 12.08.050; provided, however, that any omission by the city to so specify shall not excuse the permittee from observing any and all requirements of this chapter.

F. If applicable, the applicant shall provide city with a Certificate of Public Convenience and Necessity (CPCN) issued by the California Public Utilities Commission along with the permit application under this Chapter 12.08. If the applicant does not have a CPCN, the applicant shall cite to or provide other legal authority for it to install the proposed fiber or facilities in the right-of-way. If applicant uses the permit for purposes other than the services that are sanctioned by the CPCN or applicable law, the city reserves the right to charge the applicant full, fair and reasonable compensation for the use of the city's right-of-way and to impose other lawful requirements.

G. Streets, alleys, or sidewalks shall not be obstructed with material, equipment, or excavated materials except as expressly authorized under the permit.

H. The activity shall be conducted in a careful and prudent manner to avoid damage to public and private property, including trees, shrubs, plants or vegetation, utilities, sewers, storm drains or other installations; provided further, the permit expressly may authorize interference with city owned trees or vegetation.

I. During street excavations, pedestrian crossings shall be maintained at intervals not exceeding three hundred feet (300').

J. Access shall be provided to fire hydrants and water valves at all times.

K. Any excavation shall proceed in a manner which imposes the minimum annoyance and inconvenience to traffic, pedestrians and adjacent properties, and the excavation site shall, to the extent possible, be maintained free from dust and other construction related inconveniences.

L. The applicant shall first obtain a city issued business license in accordance with Title 5 of this code.

M. All work and entry upon, over, under or along the public right-of-way shall be done under the supervision of the applicant and its contractors in a good and skillful manner and must comply with all standards imposed by the city from time to time. The city may require supervision of any work under the permit and in such case, the applicant shall allow for any city employees, agents, or representatives to be present during all such work activities under the permit.

N. Any and all damage to other facilities or the right-of-way resulting from the activities of the applicant under the permit must be promptly repaired by the applicant, at its sole cost and expense, to return such facilities or right-of-way to a safe and satisfactory condition as directed by, and to the satisfaction of the city's director of public works. If the applicant does not make such repairs, the city has the option, upon thirty days' prior written notice to the applicant, to perform or cause to be performed all reasonable and necessary work on behalf of the applicant. In the event the damage presents a danger to the public health, safety or welfare, the city may provide shorter notice as it may deem appropriate given the circumstances. The city may charge the applicant for the costs incurred by the city. Upon receipt of a demand for payment by the city, the applicant must promptly reimburse the city for those costs. Should the applicant fail to pay the costs incurred, the city may act on the bond required in Subsection W.

O. Any excavation, obstruction, or encroachment on the public right-of-way by the applicant must be monitored by the applicant for any lateral movement or other forms of trench failure.

P. The applicant must notify the (i) city in writing, and (ii) all owners and tenants of real property located within three hundred feet of any installation, excavations, repairs and/or maintenance work performed by the applicant at least seven business days prior to the commencement of any work. The applicant shall use an appropriate "door hangar" for notification, which shall include contact information for the applicant's representative for any questions that may arise, consistent with utility installation and construction industry practices. The notice shall be approved by the city prior to use.

Q. The applicant shall at all times remain in compliance with all local, state, and federal laws regarding public safety as well as any and all applicable or additional conditions placed by the city on the work performed under the permit as is necessary to preserve and protect the public health, safety and welfare.

R. The applicant shall promptly resolve technical interference problems with other equipment located at or near the place of the excavation, obstruction, or encroachment prior to the excavation, obstruction, or encroachment, as well as any interference problems arising from any equipment that becomes attached to the property near or at the excavation, obstruction, or encroachment location at any future date if the city approves the addition of equipment under the permit.

S. If the applicant desires to install a small wireless facility, any antennas or related equipment, in connection with the permit, the applicant shall be subject to and processed through the city's wireless telecommunications ordinance in Chapter 12.60, as amended from time to time, and any other applicable provisions of this code. No fiber, communications lines, antenna or related equipment shall be installed for the purposes of servicing a wireless telecommunications facility or small wireless facility (as defined in Section 12.60.020) unless and until the applicant has a city approved permit for the installation of said wireless facilities.

T. The applicant must not interfere in any manner with the existence and operation of any public or private right-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television and telecommunications facilities, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties.

U. Any equipment installed above-ground within the city by the applicant must be covered in anti-graffiti surfaces, must be specifically identified on the permit and shall be of a design approved by city staff Should any of the applicant's facilities be painted with graffiti, the applicant shall have five days from its receipt of notification by the city to remove the graffiti. Should such graffiti not be removed within five days, the city may cause the graffiti to be removed and shall submit an itemized statement of the costs to the applicant. Upon receipt of a demand for payment by the city, the applicant must reimburse the city for those costs within thirty days of receipt of the invoice. Should the applicant fail to pay the costs incurred, the city may act on the bond required in Subsection BB.

V. The applicant shall comply with all city requirements regarding ground-mounted facility installations as well as any future regulations that may be adopted by the city respecting such installation that are consistent with the city's rights under Section 7901.1 of the California Public Utility Code and other applicable laws that are applied in a non-discriminatory fashion to similarly situated parties.

W. The applicant shall pay for all utilities used (and connections to utilities) in connection with the installation, operation and maintenance of the work under the permit. The applicant shall take utility access from the nearest possible connection, to minimize damage to the public right-of-way. When available, meterless utilities shall be utilized. No above ground meters are permitted in the right-of-way. The applicant shall maintain, in good operational condition, the work and any installations authorized under the permit.

X. The applicant, at its sole cost and expense, shall maintain any real property utilized by the applicant to access the applicant's facilities in connection with the permit in a safe and satisfactory condition as directed by, and to the satisfaction of, the city, including but not limited to removal of any debris generated by the applicant and replacement of any plants damaged or destroyed by the applicant.

Y. In the event that any of the applicant's facilities in connection with the permit cause damage to the public right-of-ways or interfere with the performance of any of the city's public duties or other uses of the right-of-way, the applicant agrees to promptly commence and complete all necessary repairs to cure any such damage caused by such facilities, at the applicant's sole cost and expense. At least forty-eight hours in advance of any work, the applicant shall notify: (i) the city in writing in accordance with this code and permit requirements, and (ii) all owners and tenants of real property located within three hundred feet of any maintenance work performed by the applicant. If the applicant fails to repair the damage after receiving notice from the city or if an emergency necessitates immediate repair of the damage, the city may, in its sole discretion, perform the repair work itself, in which case the applicant shall reimburse the city for the costs of the repair work within thirty days after receiving an invoice detailing such costs. Should the applicant fail to pay the costs identified in the invoice, the city may act on the bond required in Subsection BB.

Z. The applicant shall be solely responsible for payment of all personal property taxes, use taxes, and possessory interest taxes assessed upon and arising from its use and operation of the facilities in connection with the permit.

AA. From time to time, the city may change the grade, width or location of any portion of the right-of-way or improve any right-of-way in any manner, including the laying of any sewer, storm drain, conduits, gas, water, electric or other utility system, or other pipes owned or operated by the city or any other city-controlled public agency or city-controlled public utility, or move existing utilities where the applicant's facilities in connection with the permit are located to an underground location, or other work of the city and such work will, in the sole opinion of the city, render necessary any change in the position or location of any installation in connection with the permit of the applicant in or into the street, the applicant will, at its sole cost and expense, take any and all actions necessary to effect such change in position or location, in conformity with the written notice of the city to the applicant.

1. To the extent feasible and to the extent that the city is involved in any relocation or rearrangement, the city will provide the applicant with at least one hundred-twenty days' written notice of any relocation or rearrangement of facilities in connection with the permit which the applicant is required to make pursuant to this section. Such written notice will specify, in reasonable detail, the work to be done by the applicant and will specify the time that such work is to be accomplished. In the event that the city changes the provisions of any such written notice given to the applicant, the applicant will be given additional time to accomplish such work.

2. If, after its receipt of such written notice, the applicant fails or refuses to relocate, within the time period identified in the written notice, its facilities in connection with the permit located in, on, upon, along, under, over,

across or above any right-of-way or to pave, surface, grade, repave, resurface or regrade as required, then such facilities will automatically be deemed abandoned and the city or other public entity may cause the work to be done and will keep an itemized account of the entire cost thereof, and the applicant shall hold harmless the city, its officers and employees from any liability, claims or damages which may arise or be claimed to arise from the moving, cutting, or alteration of any of applicant's facilities in connection with the permit, or the turning on or off of water, oil, or other liquid, gas, or electricity. The applicant shall reimburse the city or other city-controlled public entity for such cost within thirty days after presentation to the applicant of an itemized account of such costs. Should the applicant fail to pay the costs incurred, the city may act on the bond required in Subsection BB. Nothing contained in this Subsection should be construed as a waiver to any rights that the applicant may have to collect funds, if available, under various California Public Utilities Commission "Rule 20" undergrounding project rules.

3. When rearrangement of the applicant's facilities in connection with the permit is done for the accommodation of any third-party, the cost of such rearrangement may be borne by the accommodated third-party. Notwithstanding the previous sentence, this Subsection shall not be construed to require the city to move, alter or relocate any of its facilities upon any right-of-way, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation; nor shall this section require the city or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the applicant.

4. If the applicant has attached or connected its fiber lines to the facilities of other utilities or parties located in the public right-of-ways, such as light poles or telephone poles or is otherwise sharing such facilities pursuant to any lease, sublease or other agreement, then the applicant will be bound to relocate or remove its communication lines at the same time and in the same manner as such other utilities or parties at the applicant's sole cost and expense.

BB. Before any work under the permit may begin, the applicant shall provide the city with a performance and removal bond, which bond shall have a required dollar value as determined by the city engineer in its sole and absolute discretion. Moreover, the city engineer may demand, and permittee will comply with, an increase in the bond coverage to reflect the increased costs for a project to ensure adequate bonds are in place should the city engineer determine that additional bonds are required. The City Engineer may demand, and Developer will comply with, an increase in the bond coverage to reflect the increased costs for constructing any of the Components to ensure adequate bonds are in place. To the extent such estimated costs exceed the Estimated Costs included on Exhibit

"B" for such Component of the Improvements, the bonds applicable to such Component shall be increased by the difference.

The bond: (i) shall be executed by an "admitted surety insurer", as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and reasonably acceptable to the city, (ii) shall be kept in place for the duration that the applicant is in control of the facilities in connection with the permit, (iii) is conditioned upon the performance by the applicant of all the terms and conditions under the permit and upon the further condition that if the applicant fails to comply with any terms or conditions of the permit including this Section, there shall be recoverable jointly and severally from the principal and surety of the bond, including the full amount of any and all costs incurred by the city, as provided herein.

1. Upon the applicant's failure to pay the city any amount owing under the terms and conditions under the permit, and after any applicable notice and cure periods, the bond may be assessed by the city for purposes including, but not limited to:

    a. Reimbursement of costs borne by the city to correct violations of the permit not corrected by the applicant.

    b. To provide monetary remedies or to satisfy damages assessed against the applicant due to material breaches under the permit.

    c. The fees and all costs incurred to remove, from the right-of-way, any installations that have been abandoned by the applicant, including work undertaken by a third party hired by the City.

    d. To collect fees and charges that have not been paid by the applicant when owed.

2. The applicant must deposit a sum of money or a replacement instrument sufficient to replenish the bond to its original amount within thirty days after written notice from the city that any amount has been recovered from the bond. Failure to restore the bond to its full amount within thirty days will constitute a material breach under the permit.

3. If the bond is drawn upon, all of the city's reasonable costs of collection and enforcement of the provisions relating to the bond that are specified in this section, including reasonable attorneys' fees and costs, will be paid by the applicant.

4. The bond is subject to the reasonable approval of the city and must contain the following endorsement: "This bond may not be canceled

until sixty days after receipt by City of Lawndale, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew." A permittee may not allow a bond to expire until the city has agreed in writing that the work requiring the bond has been completed to the satisfaction of the city engineer.

5. The rights reserved by the city with respect to the performance bond are in addition to all other rights and remedies the city may have under the permit or any other law.

CC. As a condition of issuance of any permit issued pursuant to this Section for work involving the construction of a structure within the public right-of-way, the permittee and legal owner of the adjacent property shall execute a recordable covenant running with the land, in a form approved by the city attorney, surrendering possession of the encroachment structure, and releasing the city from all claims in the event the city determines to widen or improve the street, alley, parkway, or other public place where the encroaching structure is situated. The costs for the city's work on the covenant agreement including the city attorney's time shall be paid by the permittee or its successor.

DD. Upon completion of any trenching operations and construction, including pavement breakage, excavation, installation, backfilling and patching, the permittee shall plate the trench, remove all debris, clean the street and pay the City the estimated cost to repay the street as determined by the City Engineer. The City Engineer has the sole discretion to determine when the repaving project will be undertaken."

SECTION 2. Pursuant to the California Environmental Quality Act ("CEQA") Guidelines, this Ordinance is exempt from CEQA based on the following: (a) this Ordinance is not a project within the meaning of CEQA Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly and (b) this Ordinance is also exempt pursuant to CEQA Section 15061(b)(3) since the proposed regulatory action will not have the potential to significantly impact the environment.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be posted and published in a newspaper of general circulation in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 2nd day of March, 2020.

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1169-20 at its regular meeting held on the 18th day of February, 2020, and duly approved and adopted said ordinance at its regular meeting held on the 2nd day of March, 2020, by the following roll call vote:

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

_____ _____
Rhonda Hofmann Gorman, City Clerk Date

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager

PREPARED BY: Kahono Oei, P.E, Director of Public Works/City Engineer
Mike Estes, Director of Community Services
Marla L. Pendleton, CPA, Director of Finance
Kevin Moghadasi, E.I.T, Assistant Engineer

SUBJECT: Award Contract for the Installation of Water Bottle Filling Stations at Hogan and Rudolph Parks

BACKGROUND

Water bottle filling stations have become very popular amenities in recent years. It is common to see them at shopping malls, colleges, universities and other public places. The stations allow people to simply carry an empty water bottle and refill with fresh water when desired.

STAFF REVIEW

On November 22, 2019, the Community Services Department received a grant in the amount of $2,000.00 from West Basin Municipal Water District for the purchase of water bottle filling stations for parks and recreation facilities. The stations will also include a drinking fountain, doggie fountain, and sand strainers. The grant funding will offset the City's cost for the purchase of water bottle filling stations.

Because the City's parks do not have these amenities, the Community Services Department assessed the needs of its City-owned parks and determined that Hogan and Rudolph parks would be good locations for the water bottle filling stations for a number of reasons such as: 1) they are two of the largest City-owned parks; 2) both parks draw a large number of visitors; and 3) both parks have amenities that encourage physical activity. For example, Rudolph Park has a .20 mile walking path that is very popular for walkers and joggers. Hogan Park has two playgrounds and two picnic areas that draw a significant number of visitors.

In October 2019, the Community Services Department solicited informal bids from three local plumbers to provide quotes for the installation of water bottle filling stations at Rudolph and Hogan Parks. The Community Services Department also held a job walk so the bidders could gain a full understanding of the job prior to submitting an informal bid.

In November 2019, the Community Services Department received informal bids from two entities interested in submitting an informal quote for the installation of the stations. Although bids for five stations were solicited, the purchase and installation of four were ultimately purchased due to the available funding.

The following informal bids were received by the City for installation of five water bottle filling stations:

Company	Installations	Unit Cost	Total Cost	Final Cost
Bob and Marc Plumbing	5	Unresponsive	Unresponsive	N/A
Emerson Plumbing	5	$15,000.00*	$75,000.00*	$75,000.00*
Phillips Plumbing (1)	5	$4,889.00*	$24,445.00*	$24,445.00*
Phillips Plumbing (2)	**4**	**$4,087.50****	**$16,350.00****	**$16,350.00****

*=Quote for five water bottle filling stations
**=City subsequently changed the scope by reducing to four installations due to available funding.

As a result of the bid analysis, staff finds that Phillips Plumbing, Inc. is the lowest responsible and responsive bidder for the installation in the amount $16,350.00. In addition, the purchase of four water bottle filling stations was recently completed using Park Development Fees in the amount of $16,342.40. The total project cost is $32,692.40 to include the purchase and installation of such of the stations.

Staff performed a reference check and found the contractor to have a valid California State Contractor's License with a classification of "C36" in accordance with provisions of Chapter 9, Division 111, Sections 7000 through 7145 of the Business and Professions Code of the State of California. The contractor's references were contacted and all indicated satisfactory work was performed.

The scope of work for this project includes the installation of four water bottle filling stations – two for Hogan Park, and two for Rudolph Park. The anticipated project schedule is as follows:

- City Council Award — March 02, 2020
- Pre-Construction Meeting — March 09, 2020
- Start of Construction — March 10, 2020
- Completion of Construction — April 25, 2020

LEGAL REVIEW

The City's standard construction contract has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

The purchase of four water bottle fillings stations and installation totaling $32,692.00, less $2,000.00 from the West Basin Municipal Water District grant, for a total of $30,692.00 will be paid for using Park Development Fees.

RECOMMENDATION

Staff recommends that the City Council approve the attached agreement between the City of Lawndale and Phillips Plumbing Inc. for the installation of four water bottle filling stations at Rudolph and Hogan Parks in the amount of $16,350.00.

Attachment:

- Contract Services Agreement for Water Bottle Filling Stations Installation
- Phillips Plumbing Inc. Proposal

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **CITY OF LAWNDALE, CALIFORNIA,** hereinafter referred to as the **"City,"** and **JOHN E. PHILLIPS PLUMBING INC.** hereinafter referred to as the **"Contractor".**

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled **"To install 4 drinking fountains at Parks-2 for Hogan Park, and 2 for Rudolph Park"** and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications herein, to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefor, except such material and equipment as in said specifications as expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the plans and specifications.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in said drawings and specifications and in accordance with the requirements of the Engineer, said City will pay and said Contractor shall receive in full compensation therefor the prices named in the Bidding Schedule of the Bid hereto attached.

ARTICLE III: All work to be done under this contract shall be completed within **forty five (45) consecutive calendar days**, exclusive of maintenance periods, beginning on the date stipulated in the written Notice to Proceed issued by the Engineer. Any changes in time and/or price are to be submitted to the City Engineer, in writing, within 2 days of the occurrence giving rise to the request and shall request a formal decision from the City within 5 days and shall include data supporting the request.

ARTICLE IV: The City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay for the same, at the time, in the manner, and upon the conditions set forth in said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V: The Notice Inviting Sealed Bids, the Instructions to Bidders, the Bid, the Specifications, and the Drawings mentioned therein, all addenda issued prior to the opening of the bid by the City, all contract change orders issued after execution of the Contract Agreement, the Special Provisions, Non-Collusion Declaration, Faithful Performance Bond, Payment Bond, all of which are essential parts of this contract, are hereby incorporated in and made part of this Agreement.

ARTICLE VI: Contractor acknowledges and agrees that he and any subcontractor under him must comply with the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute this contract. State general prevailing wage determination as established by the California Department of Industrial Relations (available at http://www.dir.ca.gov/DLSR/PWD/index.htm). The statutory provisions for penalties for failure to pay prevailing wages and/or failure to otherwise comply with state's wage and hour laws will be enforced.

The applicable prevailing rate of per diem wages are on file at the City of Lawndale Department of Public Works, 4722 Manhattan Beach Boulevard, Lawndale, California 90266, and are available to any interested party on request. The Contractor is required to post at the job site the prevailing rate of per diem wages and other notices prescribed by regulation.

ARTICLE VII: The Contractor shall supply the City with certificates of insurance for the types and amounts of insurance required for this project as described in the Instructions to Bidders for this project. Said certificates must comply with all requirements for sufficient insurance as described in the Instructions to Bidders.

ARTICLE VIII: The Contractor hereby agrees that the Contactor and any subcontractor under him submit weekly to the City, certified copies of the payroll records for all said workers and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and as required under Subsection 7-2.6 of said Standard Specifications for Public Works Construction. In addition, the Contractor and any subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner no less than monthly as follows:

These new requirements will apply to all public works projects that are subject to the prevailing wage requirements of the Labor Code without regard to funding source.

ARTICLE IX: Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both

City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

ARTICLE X: The City, in accordance with Public Contract Code Section 22300, shall permit the substitution of securities for any moneys withheld by the City to secure performance under a contract. The City hereby incorporates herein all of the provisions set forth in Public Contract Code Section 22300.

ARTICLE XI: In the performance of this agreement, the Contractor shall not engage in, nor permit others he may hire to engage in, discrimination in the employment of persons because of their race, religious creed, color, or national origin, except as provided in Government Code Section 12940. Violation of this provision may result in the imposition of penalties as provided in Labor Code Section 1735.

ARTICLE XII: It is to be made known that the improvement contemplated in the performance of this contract is a federal-aid improvement over which the State of California shall exercise general supervision; the State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

ARTICLE XIII: The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for 3 years after the expiration of this contract, unless permission to destroy them is granted by the City.

ARTICLE XIV: 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. Similarly, Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE XV: 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.

ARTICLE XVI: Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

CITY: CITY OF LAWNDALE, CALIFORNIA

Dated _____, 20__

By:_____
Robert Pullen Miles, MAYOR

ATTEST:

_____
Rhonda Hofmann Gorman, CITY CLERK

APPROVED AS TO FROM:
Aleshire & Wynder, LLP

_____
Tiffany J. Israel, CITY ATTORNEY

Dated _____, 20__

CONTRACTOR: JOHN E. PHILLIPS PLUMING INC.

By: _____
AUTHORIZED REPRESENTATIVE

President
_____
TITLE

By: _____
AUTHORIZED REPRESENTATIVE

CFO
_____
TITLE

(Attach acknowledgment for each Authorized Representative of Contractor.)

Address: 13791 Hawthorne Blvd.,
Hawthorne, CA 90250
Phone: 310-676-1147
Fax: 310-676-1732
Email: Phillips@fixitphillipsplumbing.com

Estimate

John E. Phillips Plumbing Inc.
13791 Hawthorne blvd. Hawthorne, CA 90250
CA Contractors License no. 559162
ph. 310-676-1147 fax 310-676-1732
phillips@fixitphillipsplumbing.com

November 06, 2019

Summary:	ESTIMATE
Reference #:	156532
Due Date:	12/6/2019

City Of Lawndale
14700 Burin Ave
Lawndale, CA 90260

310-973-3277

Job Name:
City Of Lawndale
14700 Burin Ave
Lawndale, CA 90260

310-973-3277

We Hereby Submit Specifications And Estimates For:

>Estimate<

To install 4 drinking fountains at 2 parks
2- Hogan Park
2- Rudolf Park

- Dos not include any additional work -
Flat rate $ 16,350.00

NOTE: Water coolers and drinking fountains to be supplied by City Of Lawndale.
ABS and PEX pipe to be used, subjected to sufficient waste depth for drain line on property.

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: $16,350.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date .

Authorized Signature _____ **Acceptance Signature** _____ **Date** _____

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager

PREPARED BY: Kahono Oei, P.E, Director of Public Works/City Engineer
Marla Pendleton, Director of Finance
Grace Huizar, Administrative Analyst

SUBJECT: Approve Metro Funding Agreement Amendment No. 5 – Inglewood Avenue Phase I Widening Project #F1198

BACKGROUND

The Memorandum of Understanding (MOU) between the City and Los Angeles Metropolitan Transportation Authority (Metro) for the Inglewood Avenue Widening Phase I project expired in February 2018. Scope changes were introduced by staff and approved by Metro in August 2016. Proposed scope changes were aimed to be a more economical option that satisfies the original intent of the scope initially conceived. The scope changes were due to the City's inability to acquire the required aerial easements for the relocation of Southern California Edison's (SCE) overhead transmission lines, and the right-of-way acquisition at various locations throughout the Inglewood Avenue Corridor for the creation of right-turn only lanes. The City Engineer worked with Metro in early 2019 and was able to re-secure the funding. In July 2019, the funding extension was granted through March 31, 2021.

The City recently received the attached Funding Agreement Amendment No. 5 that reflects the adjusted grant fund allocations and revised project schedules.

STAFF REVIEW

The project is scheduled to begin construction in July 2020 and is estimated to be completed by December 31, 2020. The attached Funding Grant Agreement Amendment No. 5 requires official approval in order for the City to proceed with the project.

LEGAL REVIEW

Not applicable.

FISCAL IMPACT

The approval of the agreement will require Metro to reprogram $596,000 in funding. As of February 29, 2020, $616,330 of unexpended appropriations is available for the Inglewood Avenue Widening Project Phase 1 in Fund 240, Prop C25 Grant; Dept 310- Public Works Admin; Account 700.151 – Inglewood Ave Corr Wide Phase 1.

RECOMMENDATION

Staff recommends that the City Council approve Metro Funding Agreement Amendment No. 5, between the City of Lawndale and the Los Angeles County Metropolitan Transportation Authority (Call for Project F1198 for Phase 1).

Attachments: Metro Funding Agreement Amendment No. 5 for CFP# F1198

AMENDMENT NO. 5
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAWNDALE
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 5 to Memorandum of Understanding (this "Amendment"), is dated as of November 13, 2019, by and between the City of Lawndale ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA")

RECITALS:

A. GRANTEE and LACMTA entered into that certain Memorandum of Understanding No. MOU.P00F1198, dated November 24, 2008, which was amended on September 30, 2011, September 3, 2013, September 2, 2014, and December 14, 2016 (as amended, the "Existing MOU"), which Existing MOU provides for the Inglewood Avenue Corridor Widening Project, ("the Project"); and

B. Whereas, LACMTA Board on July 26, 2018, desires to reprogram the remaining Project funds of $596,000 to FY 2017-18; and

C. GRANTEE and LACMTA desire to amend the Existing MOU 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 of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Funds are available, LACMTA shall make to Grantee a one-time grant of the Proposition C 25% funds in the amount of $1,019,000 (the "Funds") for the Project. LACMTA Board of Directors' action of September 27, 2007, granted the Funds to Grantee for the Project. The Funds were programmed over one year, Fiscal Year (FY) 2008-09. LACMTA Board of Directors' action on July 26, 2018, approved reprogramming of remaining $596,000 from FY 2008-09 to FY 2017-18."

2. Attachment A-1 of the Existing MOU is hereby replaced by Attachment A-2, attached.

3. Part II, Paragraph 8.1 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "funds programmed for FY 2008-09 are no longer available. Funds programmed for FY 2017-18 are subject to lapse on June 30, 2020.

4. Part II, Paragraph 11 of Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following:

"11. <u>COMMUNICATIONS:</u>

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."

5. Attachment C-1 – Scope of Work, attached to the Existing MOU is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule.

MOU Milestones	Amendment 4 Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance	1/2012	5/2014	1/2012	Completed
Design Bid & Award	--	Completed	--	Completed
Design	1/2017	6/2017	1/2017	Completed
Right-of-Way Acquisition	3/2017	6/2017	3/2017	Completed
Construction Bid & Award	7/2017	9/2017	2/2020	5/2020
Construction	10/2017	2/2018	7/2020*	3/2021
Total Project Duration (Months)	74 months		99 months	

* A single extension is anticipated to begin and complete construction.

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 2/18/2020
Deputy

CITY OF LAWNDALE

By: _____ Date: _____
Robert Pullen-Miles
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
Tiffany J. Israel
City Attorney

ATTEST:

By: _____ Date: _____
Rhonda Hofmann Gorman
City Clerk

ATTACHMENT A-2 - PROJECT FUNDING

CFP#: F1198
FTIP#: LAE2906

MOU.P00F1198
PPNO: N/A

PROJECT TITLE: INGLEWOOD AVENUE CORRIDOR WIDENING PROJECT

GRANTEE/ PROJECT SPONSOR: CITY OF LAWNDALE

($ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	PRIOR YEARS	FY 2008-09	FY 2009-10	FY 2010-11	FY 2017-18	FY 2018-19	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 5%							$ -	
Proposition C 10%							$ -	
Proposition C 25%		$ 109,773			$ 569,000		$ 678,773	22.7%
Proposition C 40%							$ -	
							$ -	
	LACMTA SUBTOTAL						$ 678,773	22.7%
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
SAFETEA-LU		$ 279,994			$ 1,451,326		$ 1,731,320	57.9%
Prop A or C Local Return		$ 93,815			$ 486,282		$ 580,097	19.4%
STPL							$ -	
Other							$ -	
	GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL						$ 2,311,417	77.3%
TOTAL PROGRAMMED FUNDING	$ -	$ 483,582	$ -	$ -	$ 2,506,608	$ -	$ 2,990,190	100.0%

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager

PREPARED BY: Matthew Ceballos, Assistant City Clerk

SUBJECT: Routine Records Destruction

BACKGROUND

The City of Lawndale's Records Management Program, 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, City Council, Administrative Services/Human Resources and the Finance Department staff have identified certain records that are no longer needed operationally and are not of historical value. The records have been retained longer than required by the Records Management Program. We now deem the following records to be obsolete and request the City Council's authorization to destroy them with the adoption of Resolution No. CC-2003-013.

It is notable that some of the records contain personal, and therefore confidential, information. As required by the Records Management Program, the City Clerk will shred these confidential documents before disposing of them. Also as required by the program, the destruction of all records will be fully documented in the permanent resolution file.

Resolution No. CC-2003-013 would authorize the destruction of these records. As required, the City Attorney has consented to the destruction in writing, as has the City Manager. We recommend 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

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-2003-013, approving the requests from the City Clerk's Department, City Manager's Office, City Council, Administrative Services/Human Resources and the Finance Department for authorization to destroy routine records as listed in the exhibits of the Resolution.

Attachments: Resolution No. CC-2003-013

RESOLUTION NO. CC-2003-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS IN THE CITY MANAGER, CITY COUNCIL, CITY CLERK, ADMINISTRATIVE SERVICES/HUMAN RESOURCES AND FINANCE DEPARTMENT

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

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

WHEREAS, staff in the CITY MANAGER, CITY COUNCIL, CITY CLERK, ADMINISTRATIVE SERVICES/HUMAN RESOURCES AND FINANCE DEPARTMENT have 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 2nd day of March, 2020.

_____
Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2003-013 at a regular meeting of said Council held on the 2nd day of March, 2020, by the following roll call vote:

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

_____
Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

_____
Tiffany J. Israel, City Attorney

CITY OF LAWNDALE
AUTHORIZATION TO DESTROY RECORDS FORM
CITY CLERK DEPARTMENT

I, the undersigned, request City Council authorization to destroy the following records pursuant to Council Policy No. 77-04. I hereby certify that the records listed are no longer required and that they may be scheduled for destruction in accordance with the city's Records Management Program.

Signed: _____ 2-25-20

Matthew Ceballos, Assistant City Clerk — Date

Description of Records to be Destroyed	Years Covered by Record	Required Retention	Confidential Record
Bids, RFQs, RFPs -Unsuccessful • BN-1602-01 PW RFP - tree trimming services • BN-1605-04 PW bid citywide concrete project, primarily Hawthorne & MB Blvd, Marine Ave • BN-1611-05 PW bid, street resurfacing project - Larch Avenue (147th St. to Marine Avenue)	2016	CL+2	No

Bids, RFQs, RFPs -Unsuccessful • BN-1703-01 PW bid, tenant improvements for the teen center project • BN-1703-02 PW bid, storm drain project (169th St. & 170th St.) • BN-1704-03 CSD RFP - city newsletter graphic artist and production services • BN-1706-04 PW bid, FY 16-17 citywide asphalt repairs project • BN-1706-05 CSD RFP - School Crossing Guard Services • BN-1707-06 PW bid, City Hall HVAC upgrade • BN-1708-07 FY 16/17 Annual Street Improvement Project • BN-1709-08 PW bid, City Hall HVAC upgrade • BN-1711-09 Street Resurfacing Project - 145th Street (Condon Ave. to Hawthorne Blvd.)	2017	CL+2	No

APPROVED:

Kevin M. Chun, City Manager

Date: 2/25/20

Tiffany J. Israel, City Attorney

Date: 2/28/20

CITY OF LAWNDALE
AUTHORIZATION TO DESTROY RECORDS FORM
FINANCE DEPARTMENT

I, the undersigned, request City Council authorization to destroy the following records pursuant to Council Policy No. 77-04. I hereby certify that the records listed are no longer required and that they may be scheduled for destruction in accordance with the city's Records Management Program.

Signed: Marla L. Pendleton CPA
Marla Pendleton, Director of Finance/City Treasurer

Date: 2/25/20

Description of Records to be Destroyed	Years Covered by Record	Required Retention	Confidential Record
Program Files and Directories - Monthly backup • January-December Tapes	2014, 2015, 2016	CU + 3	No

APPROVED:

Kevin M. Chun, City Manager — Date: 2/25/20

Tiffany J. Israel, City Attorney — Date: 2/25/20

Matthew Ceballos, City Clerk — Date: 2-25-20

CITY OF LAWNDALE
AUTHORIZATION TO DESTROY RECORDS FORM
CITY MANAGER AND CITY COUNCIL

I, the undersigned, request City Council authorization to destroy the following records pursuant to Council Policy No. 77-04. I hereby certify that the records listed are no longer required and that they may be scheduled for destruction in accordance with the City's Records Management Program.

Signed: _____ 2/25/20

Kevin M. Chun, City Manager — Date

Description of Records to be Destroyed	Years Covered by Record	Required Retention	Confidential Record
Managers Memo	2015 & 2016	CU+3	No
Packet Delivery Forms	2015 & 2016	CU+3	No
Employee Leave Requests	2016 & 2017	CU+2	No
Reports or Logs - Departmental • Commodities Reports • Edison Outage Logs	2015 & 2016	CU+3	No
Agendas (Duplicates) • All City Bodies	2016 & 2017	CU+2	No
Reports - Accrual History	2016 & 2017	CU+2	No
Public Records Requests	2015 & 2016	CL+2	No
Calendar, Reservations • City Hall Meeting Schedule	2016 & 2017	CU+2	No
Travel Records	FY 15/16	CU+2	No
Requisitions - Purchase Orders	FY 15/16	CU+2	No
Accounts Payable	FY 15/16	CU+2	No

Credit Card, City Issued	2014-2016	CU+2	Yes
General Subject Files: 1.) City Float for Community Parades; 2.) Mayors Community Round Table)	1987	CU+3	No
Agendas: (Mayors Community Round Table)	1987	CU+2	No
Reports: Revenue & Expenditures	FY 16/17	CU+2	No

APPROVED:

Kevin M. Chun, City Manager — Date: 2/25/20

Tiffany J. Israel, City Attorney — Date: 2-25-20

Matthew Ceballos, City Clerk — Date: 2-25-20

CITY OF LAWNDALE
AUTHORIZATION TO DESTROY RECORDS FORM
ADMINISTRATIVE SERVICES/HUMAN RESOURCES DEPARTMENT

I, the undersigned, request City Council authorization to destroy the following records pursuant to Council Policy No. 77-04. I hereby certify that the records listed are no longer required and that they may be scheduled for destruction in accordance with the city's Records Management Program.

Signed: _____ 2/26/20
Raylette Felton, Human Resources Director — Date

Description of Records to be Destroyed	Years Covered by Record	Required Retention	Confidential Record
Recruitment • Delivery Worker- PT • Director of Community Development • Maintenance Worker- PT • Associate Planner- PT • Associate Planner- Limited Term- PT • Municipal Services and Code Enforcement Officer- PT • Nutrition Site Specialist • Recreation Leader • Assistant to the City Manager/Human Resources Director	2014-2015	CL + 3	Yes

Recruitment • Municipal Services Officer- PT • Recreation Leader-PT • Assistant Engineer • Delivery Worker- PT • Administrative Assistant • Code Enforcement-PT	2014-2016	CL + 3	Yes

APPROVED:

Kevin M. Chun, City Manager — Date: 2/25/20

Tiffany J. Israel, City Attorney — Date: 2-25-20

Matthew Ceballos, City Clerk — Date: 2-25-20

Back to Agenda

RESOLUTION NO. CC-2003-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWNDALE, CALIFORNIA APPROVING PAYMENT OF CLAIMS AND DEMANDS IN THE SUM OF $720,862.42

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 199103 through 199193 for the aggregate total of $720,862.42 are hereby authorized.

Effective Date: March 2, 2020

Certified by:

Marla L. Pendleton, CPA

Marla L. Pendleton, CPA, Director of Finance

PASSED, APPROVED AND ADOPTED this 2nd day of March, 2020.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2003-012 at a regular meeting of said Council held on the 2nd day of March 2020 by the following roll call vote:

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

_____

Rhonda Hofmann Gorman, City Clerk

City of Lawndale
Summary of Audited Claims and Demands
From February 13 - 26, 2020

Claims and Demands Paid By Check:

Check Date	Check Number Beginning	Ending	Aggregate Total
2/13/2020	199103	199146	142,811.75
2/20/2020	199147	199193	578,050.68
Total Checks			**720,862.43**

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	**720,862.43**

Check Register Report

Date: 02/13/2020
Time: 12:17 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
199103	02/13/2020	Printed		2615	A-THRONE CO., INC	PORTABLE RESTROOMS McKENZIE	95.11
199104	02/13/2020	Printed		0112	ALL CITY MANAGEMENT SVCS, INC	SCHOOL CROSSING GUARD SERVICES	6,035.43
199105	02/13/2020	Printed		3923	AMERICAN SOCCER CO., INC.	2020 YOUTH BASKETBALL BAGS	1,951.65
199106	02/13/2020	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	JANE ADDAMS PARK QTRLY SVCS	581.00
199107	02/13/2020	Printed		6922	SVETLANA AVERBUKH	PAYMENT FOR SR. CALLS ZUMBA	650.00
199108	02/13/2020	Printed		0163	CAPITAL OF SOUTH BAY INC.	ELECTRICAL SUPPLIES 4 LIGHTS	607.10
199109	02/13/2020	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SERVICES	31,912.29
199110	02/13/2020	Printed		7049	DOMINGUEZ GENERAL ENGINEERING	EMERGENCY SINKHOLE REPAIR	8,388.88
199111	02/13/2020	Printed		6886	EMPIRE CLEANING SUPPLIES	MAINTENANCE CLEANING SUPPLIES	529.86
199112	02/13/2020	Printed		0236	EMPLOYMENT DEVELOPMENT DEPT	4TH QTR 2019 UNEMPLOYMENT INS	4,881.00
199113	02/13/2020	Printed		7052	AMALEA FISHER	SENIOR FITNESS YOGA CLASS	130.00
199114	02/13/2020	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES 1/28-02/27/2020	173.42
199115	02/13/2020	Printed		7228	GARDENA AUTO BODY PLUS	BACKHOE GLASS REAIR	2,494.34
199116	02/13/2020	Printed		5503	JA'VONDA JONES	GYM BABIES TOTS FOR JAN. 2020	1,074.01
199117	02/13/2020	Printed		5099	LANCE, SOLL & LUNGHARD, LLP	2019 TRANSIENT OCCUPANCY TAX	12,800.00
199118	02/13/2020	Printed		0323	LEGACY TRAVEL & TOURS	SR.TRAVEL CLUB TRIP 1/15-17/20	7,092.00
199119	02/13/2020	Printed		5560	MITSUBISHI ELECTRIC & ELECT, I	MONTHLY ELEVATOR SVC DEC. 2019	598.50
199120	02/13/2020	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES CITY CLERK	337.20
199121	02/13/2020	Printed		1140	PACIFIC TIRE SERVICE	4 NEW TIRES FOR VEHICLE #470	540.00
199122	02/13/2020	Printed		7071	JAMES PADILLA	REFUND FLAATWORK PREMIT	236.75
199123	02/13/2020	Printed		6123	PRUDENTIAL OVERALL SUPPLY	BLUE WET MOP / BAR TOWEL	71.57
199124	02/13/2020	Printed		5845	ROADLINE PRODUCTS INC USA	PAINT SPRAYER HOSE & GUN KIT	411.91
199125	02/13/2020	Printed		2862	MARC SALDANA	PAYMENT SVCS-SR TAI CHI CLASS	520.00
199126	02/13/2020	Printed		4533	SOUTH BAY LANDSCAPING INC	LANDSCAPING MAINT.FOR JAN-2020	18,775.00
199127	02/13/2020	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHGS 1/3-1/31/2020	1,947.37
199128	02/13/2020	Printed		5956	SUPERCO SPECIALTY PRODUCTS	GRAFFITI BUSTER	445.79
199129	02/13/2020	Printed		4142	TIME WARNER CABLE	CABLE BROADCAST-CITY HALL	593.62
199130	02/13/2020	Printed		3672-ASD	U.S. BANK	CREDIT CARD CHARGES-ASD	413.89
199131	02/13/2020	Printed		3672-CMD	U.S. BANK	LCC CITY MGR CONF.FEB 2020-CMD	772.09
199132	02/13/2020	Printed		3672-CSD	U.S. BANK	CREDIT CARD CHARGES-CSD	9,550.92
199133	02/13/2020	Printed		4662	CLARENCE A. ULRICH	ENTERTAINER FOR SR. LUNCH	300.00
199134	02/13/2020	Printed		4526	URBAN RESTORATION GROUP	GRAFFITI REMOVAL WIPES	500.28
199135	02/13/2020	Printed		3373	VERIZON WIRELESS	M2M ACCOU7NT SHARE DATA LINE	25.02
199136	02/13/2020	Printed		7278	MARTHA ZAMBRANO	MEXICAN FOLKLORIC CLASS	1,732.50
199137	02/13/2020	Printed		0613	BERICOM IT & DESIGN	NTWK MAINT/COMPUTER JAN-2020	11,229.44
199138	02/13/2020	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	INSURANCE PRE-TAX FEB-2020	2,424.79
199139	02/13/2020	Printed		0216	DELTA DENTAL	DENTAL INSURANCE PREMIUM-REG	2,821.50
199140	02/13/2020	Printed		0389	DELTA DENTAL INS	DENTAL PREMIUM FEB-2020	147.91
199141	02/13/2020	Printed		0337	MANAGED HEALTH NETWORK	EMP ASSIST PROGRAM FEB-2020	91.96
199142	02/13/2020	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	1,560.34
199143	02/13/2020	Printed		2002	THE STANDARD, UNIT 22	LIFE INSURANCE PREMIUM	1,545.45
199144	02/13/2020	Printed		3672-CSD	U.S. BANK	CREDIT CARD CHARGES-CSD	2,666.40
199145	02/13/2020	Printed		3672-RSD	U.S. BANK	CREDIT CARD CHARGES-RSD	2,184.42
199146	02/13/2020	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM FEB-2020	971.04

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
			Total Checks: 44			**Checks Total (excluding void checks):**	**142,811.75**
			Total Payments: 44			**Bank Total (excluding void checks):**	**142,811.75**
			Total Payments: 44			**Grand Total (excluding void checks):**	**142,811.75**

Check Register Report

Date: 02/20/2020
Time: 3:55 pm
Page: 1

City of Lawndale

BANK: WELLS FARGO BANK N.A

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
199147	02/20/2020	Printed		5833	A NU CARPET & TILE, INC	FLOOR INSTALLATION FOR M.S.D.	947.93
199148	02/20/2020	Printed		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS W/E DATE 02/09/2020	1,607.40
199149	02/20/2020	Printed		7469	ROSA AGUILAR	REFUND FOR BASKETBALL LEAGUE	20.00
199150	02/20/2020	Printed		3923	AMERICAN SOCCER CO., INC.	SACK PACKS W/LOGO	374.13
199151	02/20/2020	Printed		7470	ARAMARK REFRESHMENT SERVICES	COFFEE/TEA SERVICES 2/16/2020	494.66
199152	02/20/2020	Printed		1056	AT&T GLOBAL SERVICES, INC.	MAINTENANCE CONTRACT SERVICES	865.67
199153	02/20/2020	Printed		7471	BACKER MOTORSPORTS	PR20190000623 BUILDING PERMIT	1,821.78
199154	02/20/2020	Printed		7473	RAYMOND BARRENO	REFUND SITE PLAN DEPOSIT	1,248.04
199155	02/20/2020	Printed		7472	TRENA BARTON	REFUND SECURITY DEPOSIT	500.00
199156	02/20/2020	Printed		7382	BLUEPRINT SERVICE	PLANS TRAFFIC SIGNAL	35.75
199157	02/20/2020	Printed		7223	CHRISTINA CARROLL	PRSSC MTG STIPEND 1/27/2020	50.00
199158	02/20/2020	Printed		7475	KEVIN M. CHUN	REIMURSEMENT MEAL CONFERENCE	20.00
199159	02/20/2020	Printed		0615	CLEANSTREET	STREET SWEEPING SVCS JAN 2020	15,830.00
199160	02/20/2020	Printed		7238	CPRS DISTRICT 10	RECREATION LEADER TRAINING	95.00
199161	02/20/2020	Printed		0218	DEPARTMENT OF JUSTICE	FINGERPRINT APPS JANUARY 2020	64.00
199162	02/20/2020	Printed		5362	DUNCAN, JOSHUA	PAYMENT MARTIAL ARTS CLASSES	1,736.70
199163	02/20/2020	Printed		6684	FARMER BROTHERS CO.	COFFEE SERVICE	241.67
199164	02/20/2020	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	5,300.78
199165	02/20/2020	Printed		6231	GREENLAND SUPPLY INC.	IRRIGATION PVC PARTS	23.87
199166	02/20/2020	Printed		4796	ERICA HARBISON	PRSSC MTG STIPEND 01/27/20	50.00
199167	02/20/2020	Printed		6805	RAFAEL INFANTE	REFUND SECURITY DEPOSIT	2,000.00
199168	02/20/2020	Printed		3071	JEROME JOHNSON	BASKETBALL REFEREE SERVICES	340.00
199169	02/20/2020	Printed		0206	L.A. COUNTY SHERIFF'S LENNOX	SECURITY SERVICES 1/4/2020	191.13
199170	02/20/2020	Printed		0211	L.A. NEWSPAPER GROUP	LEGAL AD 1/31/2020 J. CHAVEZ	1,888.68
199171	02/20/2020	Printed		0761	LAWNDALE COUNCIL PTA	FUNDS RAISED BY PRSS FIREWORKS	2,500.00
199172	02/20/2020	Printed		5984	LEUKEMIA & LYMPHOMA SOCIETY	DONATION FROM COUNCILMEMBER	500.00
199173	02/20/2020	Printed		0308	LOS ANGELES COUNTY	PUBLIC SAFETY SERVICES	515,957.76
199174	02/20/2020	Printed		5068A	MAILROOM FINANCE, INC	POSTAGE METER REFILL JAN 2020	558.46
199175	02/20/2020	Printed		4566	MYERS & SONS HI WAY SAFETY INC	SIGNS MATERIAL FOR STREET	1,396.87
199176	02/20/2020	Printed		6809	NATIONAL TRENCH SAFETY	COLD MIX FOR POTHOLE REPAIR	1,901.81
199177	02/20/2020	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES CDD	122.55
199178	02/20/2020	Printed		1140	PACIFIC TIRE SERVICE	2 NEW TIRES FOR BACKHOE	290.00
199179	02/20/2020	Printed		7047	PRECISION AUTO CARE, INC	SERVICE FOR VEHICLE #503	209.79
199180	02/20/2020	Printed		6123	PRUDENTIAL OVERALL SUPPLY	UNIFORMS CLEANING SERVICE	39.57
199181	02/20/2020	Printed		5895	RICOH USA INC	REGULAR BILL FOR JANUARY 2020	1,106.47
199182	02/20/2020	Printed		7452	ADA G. ALVARADO ROJAS	REFUND L.A. COUNTY SECURITY	108.87
199183	02/20/2020	Printed		6698	SHIRLEY RUDOLPH	PRSSC MTG STIPEND 1/27/2020	50.00
199184	02/20/2020	Printed		0419	S & S WORLDWIDE, INC.	BLACK WHISTLES 12X0.69	400.38
199185	02/20/2020	Printed		3685	SOUTH BAY GARDENS	PLANTS	997.58
199186	02/20/2020	Printed		6034	SOUTH COAST MECHANICAL INC	HVAC REPAIR FOR PWD BUILDING	4,239.64
199187	02/20/2020	Printed		0346	SPARKLETTS	BOTTLE WATER SVCS FEB 2020	747.85
199188	02/20/2020	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES	6,265.00
199189	02/20/2020	Printed		7281	TELECOM LAW FIRM, P.C.	PUBLIC AGENCY MEMBERSHIP FEE	3,500.00
199190	02/20/2020	Printed		6004	TORRANCE POST OFFICE	USPS MARKETING MAIL	240.00

Check Register Report

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							
199191	02/20/2020	Printed		2883	UNDERGROUND SERVICE ALERT SC	32 DIG ALERT TICKETS	62.80
199192	02/20/2020	Printed		3373	VERIZON WIRELESS	CELL PHONE SERVICES	1,058.09
199193	02/20/2020	Printed		6697	DANIEL T WOODS	PRSSCMTG STIPEND 1/27/2020	50.00
			Total Checks: 47			**Checks Total (excluding void checks):**	**578,050.68**
			Total Payments: 47			**Bank Total (excluding void checks):**	**578,050.68**
			Total Payments: 47			**Grand Total (excluding void checks):**	**578,050.68**

Back to Agenda

MINUTES OF THE
LAWNDALE CITY COUNCIL REGULAR MEETING
February 18, 2020

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:35 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 Pat Kearney, Councilmember Daniel Reid
Councilmembers Absent:	Councilmember James H. Osborne
Other Participants:	City Clerk Rhonda Hofmann Gorman, City Manager Kevin M. Chun, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos, Administrative Analyst Grace Huizar and approximately 18 audience members.

B. CEREMONIALS

Councilmember Reid led the flag salute and Pastor Bob Dobranski, The Way to God Church, provided the inspiration.

C. PUBLIC SAFETY REPORT

Captain Allen summarized recent law enforcement activities.

D. ITEMS FROM CITY CLERK

City Clerk Rhonda Hofmann Gorman provided elections information such as the new voting system in L.A. County. Listed vote center locations, the VBM drop box.

E. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

- Gary Adams, Resident, spoke about RJ's Construction Supply and the perceived code violations he has noticed.
- Karen Millom, Resident, spoke about homeless issues near her residence.
- Jessica Romero, Lawndale Librarian, spoke about upcoming library program and events.
- Pam London, Resident, spoke about an issue with the sprinkler system on Condon Avenue near the Metro right-of-way.

DRAFT

- Sandra Suarez, Resident, spoke about her concerns regarding the homeless issues in Lawndale. Ms. Suarez went on to comment about Leuzinger High School retrofitting and renovating its historical buildings and the Centinela Valley Union High School District.

F. COMMENTS FROM COUNCIL

The City Council and staff responded generally to the comments, but did not request placement of any issues on a future meeting agenda, however there was a lengthy dialogue regarding homelessness in the City of Lawndale. City Manager Kevin Chun noted a presentation on homelessness would be included at the next City Council meeting.

G. CONSENT CALENDAR

1. Motion to read by title only and waive further reading of all ordinances listed on the Agenda
Recommendation: that the City Council approve.

2. Update to Intergovernmental Agency Board
Recommendation: that the City Council adopt Resolution No. CC-2002-010, update to the Intergovernmental Agency Board Appointment to add City Manager Kevin M. Chun as a staff alternate for the California Joint Powers Insurance Authority, Board of Directors.

3. Notice of Completion – Street Improvements Project Grevillea Avenue/CDBG Project No. 601966-18 and SB1 Fiscal Year 2018/2019
Recommendation: that the City Council (a) accept the project completed by Kalban Inc., for Street Improvements Project Grevillea Avenue/CDBG Project No. 601966-18 and SB1 Fiscal Year 18/19; and (b) authorize staff to file notice of completion with the Los Angeles County Recorder's office.

4. Metro Funding Agreement Amendment No. 3 – Inglewood Avenue Phase III Widening Project #F3112
Recommendation: that the City Council approve Metro Funding Agreement, Amendment No. 3, between the City of Lawndale and the Los Angeles County Metropolitan Transportation Authority (Call for Projects F3112 for Phase 3).

5. 2020 Fireworks Permits
Recommendation: that the City Council award six conditional permits to: Christian Heritage Church; Lawndale Chamber of Commerce; Lawndale Little League; Lawndale Rotary Club; Parks, Recreation and Social Services Commission; and Wesleyan Church of Lawndale.

6. Comprehensive Annual Financial Report (CAFR) for Year Ended June 30, 2019
Recommendation: that the City Council receive and file the report.

7. Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary
Recommendation: that the City Council receive and file the report.

DRAFT

8. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2002-009, authorizing the payment of certain claims and demands in the amount of $1,043,648.71.

9. Minutes of the Lawndale City Council Regular Meeting – February 3, 2020

Recommendation: that the City Council approve.

Councilmember Kearney requested staff to inquire as to where the Lawndale Chamber of Commerce was located.

A motion by Councilmember Kearney to approve the consent calendar was seconded by Councilmember Reid and carried by a vote of 4-0, Councilmember Osborne being absent.

H. ADMINISTRATION

10. Mid-Year Budget Update as of December 31, 2019

Recommendation: that the City Council (a) receive and file the report; and (b) approve all recommended budget adjustments as detailed in the staff report and attachments.

Director of Finance/City Treasurer Marla Pendleton reported on the proposed Mid-Year Budget Update as of December 31, 2019.

City Council provided recognition to the Finance Department for the Mid-Year Budget Update.

Mayor Pro Tem Suarez, inquired about a potential Oversight Board for Measure L funds.

A motion by Councilmember Reid to receive and file the report was seconded by Councilmember Kearney and carried by a vote of 4-0, Councilmember Osborne being absent.

Item 10 was revisited prior to the City Manager's report.

A motion by Mayor Pro Tem Suarez to approve all recommended budget adjustments as detailed in the staff report and attachments was seconded by Councilmember Kearney and carried by a vote of 4-0, Councilmember Osborne being absent.

11. McKenzie Community Gardens Regulations – Revisions to Council Policy 96-10

Recommendation: that the City Council adopt Resolution No. CC-2002-011, revising Council Policy 96-10, Regulations for McKenzie Community Garden Facility.

Community Services Director Mike Estes provided a PowerPoint presentation on the proposed McKenzie Community Gardens Regulation revisions to Council Policy 96-10.

Councilmember Reid noted the McKenzie Community Gardens were in good shape.

Mayor Pro Tem Suarez suggested categorizing the plots, Director Estes stated that categorizing has been looked into but the plots have very little turnover.

DRAFT

Mayor Pullen Miles spoke about the cleanup of the Community Garden and noted that the policy would be effective.

A motion by Councilmember Reid to adopt Resolution No. CC-2002-011, revising Council Policy 96-10, Regulations for McKenzie Community Garden Facility seconded by Mayor Pro Tem Suarez and carried by a vote of 4-0, Councilmember Osborne being absent.

12. Amending Lawndale Municipal Code Section 12.08.030, adding terms and conditions on permit applications for excavation, obstruction, or encroachment of the public right-of-ways - 1st Reading

Recommendation: that the City Council approve the first reading to introduce Ordinance No. 1169-20, amending Lawndale Municipal Code Section 12.08.030, adding terms and conditions on permit applications for excavation, obstruction, or encroachment of the public right-of-ways.

Administrative Analyst Grace Huizar, reported on the proposed amendment to the Lawndale Municipal Code Section 12.08.030, adding terms and conditions on permit applications for excavation, obstruction, or encroachment of the public right-of-ways.

A motion by Councilmember Kearney to approve the first reading to introduce Ordinance No. 1169-20, amending Lawndale Municipal Code Section 12.08.030, adding terms and conditions on permit applications for excavation, obstruction, or encroachment of the public right-of-ways, was seconded by Mayor Pullen-Miles and carried by a vote of 4-0, Councilmember Osborne being absent, following City Attorney Israel's reading of the title of Ordinance No. 1169-20.

I. CITY MANAGER'S REPORT

City Attorney Israel announced that item 10 would need to be revisited, as the item had two recommendations and only one of them was included in the motion.

City Manager Kevin Chun spoke highly about each Department and provided specific recognition the Finance Department and the Director of Finance, Marla Pendleton. He noted that the Department has maintained day-to-day operation, as well as launch large projects like the year-end audit, CAFER, and new business license system, all while being short-staffed.

Mayor Pullen-Miles also acknowledged the Director of Finance, Marla Pendleton, and the Finance Department for their hard work and effort.

J. ITEMS FROM COUNCILMEMBERS

13. Mayor/Councilmember Report of Attendance at Meetings and/or Events

Councilmember Reid had nothing to report.

Councilmember Kearney attended the Sheriff’s Liability Trust Fund Oversight Committee meeting.

DRAFT

Mayor Pro Tem Suarez had nothing to report.

Mayor Pullen-Miles had nothing to report.

K. ADJOURNMENT

Councilmember Kearney requested the meeting be adjourned in memoriam of Ascencion "Senny" Vigil and read a brief statement.

There being no further business to conduct, the Mayor adjourned the meeting in memoriam of Ascencion "Senny" Vigil at 7:50 p.m.

_____
Robert Pullen-Miles, Mayor

ATTEST:

_____
Rhonda Hofmann Gorman, City Clerk

Approved: 3/2/2020

DRAFT

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager

PREPARED BY: Matthew Ceballos, Assistant City Clerk
Marla Pendleton, Director of Finance/City Treasurer

SUBJECT: Website Redesign Agreement

BACKGROUND

Currently the City maintains a website that was launched in 2001. The existing website is an upgraded version that had been previously designed by City staff. The overall structure, functionality, and content of the website was designed collectively between different City departments.

The current website is hosted and secured by GoDaddy Inc., an internet domain registrar and web hosting company, and is managed and updated by Bericom Design with the use of Adobe Dreamweaver software.

STAFF REVIEW

On September 11, 2019, City staff sent out a Request for Proposals (RFP) to eleven web design companies who specialized in municipal websites. The RFP addressed the desire to redesign the current website issues: lack of visual appeal; difficult website navigation; plain navigation buttons; search functionality; difficult content management system (CMS); and software.

The City Clerk's Department received sixteen sealed proposals on or before the October 24, 2019 submission deadline. After review by an internal staff selection committee, the proposals were partially evaluated and narrowed to six companies. A full evaluation of the six remaining proposals then took place, and the following criteria was used to further narrow the finalists: experience, value to users, maintenance and upgrades, investment, and project management.

The top three finalists listed below were invited to provide the staff selection committee with a presentation and demonstration. They were evaluated on the following criteria: local government experience; content management system (CMS); technology; pricing/value; ongoing support; redesign options; ADA and multi-lingual features; responsive capabilities; citizen communication/outreach options and capabilities; design aesthetic; and website performance.

Proposer	Initial Start-Up Cost	Annual Service Cost	Total 5 Year Contract Cost	Rank
Intrado Corporation (CivicLive)	$25,900	$4,800	$45,100	1
Weblinx Inc.	$29,000	$1,760	$37,800	2
Park Circle Technologies	$21,600	$6,380	$53,500	3

After careful consideration by the staff selection committee it was decided that Intrado (CivicLive) could provide the best website to fit the City's needs. The main factors in the selection of Intrado were the overall content management system (CMS) features and potential web designs offered, the unlimited 24/7/365 on-going maintenance, security & support, and the free web design refresh in year four of the contract; no other vendor could offer these features.

LEGAL REVIEW

The City Attorney has reviewed the Contract Services Agreement and approved it as to form.

FUNDING

In the Fiscal Year 2019-20 budget, Restricted Urban Development funding of $50,000 was anticipated for the City Website Design Service and the appropriation budget was established in the General Fund Information Systems Special Expense account (100-180-540.200). Based on the contract award recommendation, $25,900 of funding will be required for the project leaving $24,100 unexpended.

RECOMMENDATION

Staff recommends that the City Council approve a Contract Services Agreement with Intrado Interactive Services Corporation for a website redesign and ongoing hosting, maintenance, support, and security services for a five (5) year term, beginning March 15, 2020 through March 15, 2025, for an amount not to exceed $45,100.

Attachments: Contract Services Agreement with Intrado Interactive Services Corporation

CITY OF LAWNDALE

CONTRACT SERVICES AGREEMENT FOR

WEBSITE DESIGN AND MAINTENANCE SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the City of Lawndale, a municipal corporation ("City"), and Intrado Interactive Services Corporation, a Delaware 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 Forty-Five Thousand One Hundred dollars ($45,100) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall begin on March 15, 2020 and continue in full force and effect until March 15, 2025.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Tom Quinlivan, CivicLive Project Management Lead, 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 Technology & Professional Services Errors and Omissions 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.

(e) Cyber Liability Insurance. A policy of Cyber Liability insurance with limits of no less than $1,000,000 per occurrence/loss, which shall include the following coverage:

1. 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.

2. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

3. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.

4. 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.

5. Liability arising from the failure to render professional services

6. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

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. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific

written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use

reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen Miles, Mayor

ATTEST:

_____
Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Tiffany J. Israel, City Attorney

CONSULTANT:
Intrado Interactive Services Corporation,
a Delaware Corporation

By: Nate Brogan
Name: Nathaniel Brogan
Title: President, Notification Services

By: Chris Wikoff
Name: Chris Wikoff,
Title: Treasurer

Address: Intrado Interactive Services Corporation

1027 S. Main Street, Suite 503

Joplin, MO 64801

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

Statement of Work - Consultant shall update the City's website as described below and shall ensure that the new website complies with the Americans with Disabilities Act, the Brown Act, and all other laws and regulations applicable to public agencies in California. Consultant shall also ensure that the website is secure and includes protections for City and City customer confidential information and is free from violations or infringements on copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.		
Kick-off meeting	Lead	CivicLive
	Contributors	City Project Team & Key Stakeholders
	Estimated Time Commitment	1-2 hours for Project Team & Key Stakeholders
	Description	The envisioning phase kicks-off the project and is designed to create a dialog between the City's project team and CivicLive's project manager about the goals of the project.
	Deliverables	Kick-Off Meeting
Define an initial project charter and project plan	Lead	CivicLive
	Contributors	City Project Team
	Estimated Time Commitment	City Project Team and Core Team – 1 day to review project plan. Allow 3 days to deliver project plan and project charter after kickoff meeting.
	Description	Project Plan: A formal schedule for the project will be agreed upon during this phase of the project. CivicLive will own the project plan and make changes as the project progresses with the review and approval of the City's project team.
	Deliverables	City to sign-off on the project charter and project plan documents.

Provisioned software license	Lead	CivicLive
	Contributors	City Project Team
	Estimated Time Commitment	3 business days for CivicLive to provision a site.
	Description	CivicLive to install SitePublish CMS software on its hosted environment. This CMS software instance will later become the production website.
	Deliverables	City will have access to the software instance.
Document business requirements	Lead	CivicLive- *Information architecture / Content migration will start once project plan and project charter are signed off. Total time needed for content migration is dependent upon time needed for City to deliver Information architecture and amount of content/pages coming from current site.*
	Contributors	City Project Team - Will take the lead with content audit and review with CivicLive providing guidance and best practices.
	Estimated Time Commitment	City Project Team - 2 days to help plan and execute the work
		City Project Team – 1 day
		City Department PIO's – 5 days for content audit, and 1 day to document and complete the departmental objectives document.
	Description	CivicLive will define the requirements for the new site. This document will outline the work that will need to be done as part of the configuration phase. It will also contain the information architecture (structure and relationship of information on the site) for the new site.
	Deliverables	Design brief and sign-off
Design	Lead	CivicLive
	Contributors	City Project Team

	Estimated Time Commitment	City Project Team - 5 business days plus revisions for Homepage mockup 5 business days for the subpage mockup 5 business days for the department mockup 40 business days plus revisions for build NOTE: These times are for the CivicLive design team to build these mockups. Any revisions will add additional time depending upon complexity and amount.
	Description	Taking the existing branding guidelines and priorities into consideration, the CivicLive design team will create mockups for the homepage, department pages, and subpages for review and approval by the City. The design will include accessibility features as required to comply with applicable laws. NOTE: For mock *up*s, Consultant will prepare the homepage first, then obtain sign-off. Once obtained, move to subpage, obtain sign-off. Once obtained, move to department page, obtain sign off. Then proceed to site build.
	Deliverables	Mockup Document and Sign-off
Configure website	Lead	CivicLive
	Contributors	City Project Team
	Estimated Time Commitment	1 day – status meetings. City will have limited work during this phase as CivicLive will be building and configuring the site. Weekly status meetings will still occur.
	Description	CivicLive will configure the site in line with the requirements and design agreed upon during the planning phase. CivicLive will implement the approved design on the website.
	Deliverables	Configured and designed website ready for training. See comments in design section above.

Conduct Software Training	Lead	CivicLive
	Contributors	City Project Team
	Estimated Time Commitment	City Project Team – 2 day online training sessions and assist with training coordination.
	Description	CivicLive will conduct online training. The content covered will be tailored to the project and the training will take place on the newly configured site. The training will consist of: 1 day of administrator, super user training, content author and approver training. Exact breakdown will be decided during the planning phase of the project. CivicLive will also make help manuals and guides available to the City during this phase. Training will take place after build is complete and signed off. Will need to work with Training team for scheduling of on-site.
	Deliverables	2 Days of Onsite Training Sessions
Content Migration and UAT	Lead	CivicLive
	Contributors	City Project Team
		City Department PIOs
	Estimated Time Commitment	City Project Team – 10 days
		City Department PIOs - 2 days
	Description	UAT to take place here. IA/Content migration will begin earlier as indicated.
		City project team and department representatives will review the content and ensure that it is all migrated as desired. City will also create and adjust the content as required during this phase.
	Deliverables	Migration of All Required Content on Current Public Website Website ready for soft launch

		Intranet ready for soft launch
Website Launch	Lead	CivicLive
	Contributors	City Project Team
		City IT team
	Estimated Time Commitment for City Staff	City IT team – Typical time frame is 48 hours for the DNS and up to 3 additional days for final review
		City Project Team - sign off to implement new design
	Description	City's new site is accepted and launched. City's IT team to switch the DNS settings to make the new site live. Support and maintenance commences, this is the date in which the annual fee will be due moving forward. CivicLive implementation team organizes the support transition meeting.
	Deliverables	Site Acceptance

1. <u>DELIVERABLE FEATURES Content Management System Components:</u>

   Drag-and-Drop Editing, Image Editor, Inline Editing, Banners, Photo Galleries, WYSIWYG Editor, Standard Formatting, Cut/Copy/Paste, Paste from Word, Paste HTML, Paste Plain Text, HTML Mode, Flash Manager, Font Manager, Format Stripper, Hyperlink Tools, Image Manager, Symbol Support, Module Manager, Online Help, User-Friendly URLs, Content Scheduling, Per-Object Metadata, Global Content Widget, Background Color Dropdowns, Page Preview, Print-Friendly Pages, Spellcheck, Undo/Redo, Site-Wide File Manager, Document Containers, Social Media Integration, Checkout Control, Broken Link Reports, Quick Links, Style and CSS Manager, Table Wizard, Definable Layout Templates, Version History Tools, Audit Trails, Permission Controls, Automatic Sitemap and Breadcrumbs, Multilingual Support, and Unlimited Page Hierarchy.

2. <u>Additional Website Modules / Features:</u>

   Intranet, Custom Forms, Social Groups, Blogs, Workflow Engine, LDAP Integration, SSL Cert, Job Posting, Business Directories, Social Media Manager, News Engine, Calendars, FAQ Pages, GIS, eCommerce Integration Framework, Polls and Surveys, Staff Directories, Discussion Forums, Agenda Management, Alerts & Notifications, Archive Center, Document Center, Facility Management, Photo Center, and RFP/RFQ/Bid Posting.

LICENSED SOFTWARE

The Components which are the subject of the License, the Software Licenses granted to the City are as follows:

1. Licensed Software

The Components of the Platform Suite which are licensed to the **City of Lawndale, CA** hereunder are the following:

- SitePublish Web Content Management System.

2. Software Licenses

The utilization rights of the Client are as follows:

(a) Client is granted an Unlimited-User Software License; and
(b) The Territory is California.

SAAS: HOSTING, MAINTENANCE AND SUPPORT

1. Software-as-a-Service (SAAS)

The following are included as part of the Software-as-a-Service (SAAS):

(a) Enterprise-grade Data Protection and Unlimited-Bandwidth Website Hosting Services

(b) Ongoing CMS Software Version Upgrades & Maintenance

(c) Unlimited Access to Technical Support

(d) Access to CustomerNet

EXHIBIT "B"

SPECIAL REQUIREMENTS

Section 2.3 is replaced to read as follows:

"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 may terminate the Agreement or amend the Agreement to reflect unanticipated reduction in funding for any reason."

The last sentence in the second paragraph of Section 4.1 is replaced to read as follows:

"For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without providing reasonable notice to City in advance of any such change."

Section 4.3 is replaced to read as follows:

"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, which approval shall not be unreasonably withheld. Notwithstanding the forgoing, Consultant may assign this Agreement, with notice to the City, to an affiliate or to an acquirer of all or part of Consultant's business or assets, whether by merger or acquisition. 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."

Section 5.2(b) is replaced to read as follows:

"Indemnity for Other Than Design Professional Liability. Other than in the performance of design professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any 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 are caused in whole or in party by any negligent or wrongful act, error or omission of Consultant or of any individual or entity for which Consultant is legally liable, including but not limited to officers, employees or subcontractors of Consultant."

Section 7.1 is replaced to read as follows:

"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."

Section 7.2, Retention of Funds, is deleted and not applicable.

Section 7.4 is revised to read as follows:

"Termination for Cause Prior to Expiration of Term. The Agreement may be terminated as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such Agreement that is not cured within 30 days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the Agreement; provided that such right to terminate shall only be available for 30 days from the time that the non violating party is aware or should have been aware of such breach; or (c) by Consultant, upon 45 days written notice if undisputed payments are in arrears."

Section 7.5, Completion of Work After Termination for Default of Consultant, is deleted and not applicable.

A new Chapter 10.0 is added to read:

"LICENSE AND CONTENT

(a) Subject to City's compliance with the terms and conditions of this Agreement, Contractor hereby grants City a non-exclusive license during the applicable Agreement to use the Services set forth in this Agreement. Except as specifically set forth herein, Consultant or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. City agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for City's business purposes, City may not resell the Services or otherwise generate income from the Services.

(b) City is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). City may use the Services to transmit Content or direct Consultant to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). City is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords, and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. City acknowledges and agrees that Consultant does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject City to laws or regulations and City is solely responsible for and obligated to provide any required

notification to those being recorded or taped.

(c) City represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns, and programs are in compliance with all applicable laws, rules, and regulations; (b) it is the transmitter of all Content and Messages and Consultant is merely acting at City's direction as a technology conduit for the transmission of the Content and the Messages; (c) Consultant's use of the Content shall not violate the rights of any third party or any law, rule, or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks.

(d) Omitted.

(e) City acknowledges and agrees that where Consultant reasonably believes that City may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, Consultant may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) not provide any Notification Services.

(f) City shall indemnify, defend and hold Consultant, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from Consultant following City's instructions in sending the Messages or City's breach of any representation and warranty set forth in this Section."

A new Chapter, 11.0, is added to read as follows:

"LIMITATION OF LIABILITY

(a) EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONSULTANT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND CONSULTANT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CONSULTANT EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

(b) NO CAUSE OR ACTION WHICH A PARTY IS AWARE OF MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

(c) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF CONTRACTOR FOR ANY REASON, SHALL BE LIMITED TO TEN (10) TIMES THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THIS AGREEMENT. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT , TORT (EXCLUDING GROSS NEGLIGENCE, FRAUD AND WILLFUL MISCONDUCT) OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant for the development of the new website up to a total amount not to exceed $25,900 as further described below. The Consultant will not be reimbursed for expenses at any time under this Agreement.

The Consultant will be compensated at the maximum amount of $4,800.00 each year ("Annual Software-as-a-Service Fee") after the initial contract year (March 15, 2020 through March 15, 2021) through the term of the contract.

Professional Services Fees

The following one-time Professional Services costs are included as part of the implementation:

Website Design, Development & Implementation	$25,900.00
Online Training Sessions*	Included
Collaborative Content Migration	Included
Year Four Website Refresh Plan (if desired)**	Included

Total Professional Services Fees: $25,900.00

**If on-site, travel expenses to be charged in addition and separately and will require an amendment to this Agreement.*
***Provided that City has a minimum contract commitment of 4 years and account is in good standing*

Payment Schedule re: Professional Services Fees

50% on Contract Signing
25% on Wireframe Sign-off or 3 months after Service Start Date, whichever is earlier.
25% on Website Go Live or 6 months after Service Start Date, whichever is earlier.

Annual Hosting, Maintenance & Support Fees

City will pay Consultant each year an "Annual Hosting, Maintenance & Support Term") an annual fee of $4,800.00** Consultant which is payable annually in advance. The initial Annual Hosting, Maintenance & Support Term is effective as of the Service Start Date, and will remain in force for twelve (12) months ("Contract Year 1"). There is no annual fee charged for Contract Year 1. Should this Agreement be terminated during any year in which this maintenance and service fee has been paid, Consultant shall reimburse the City

a prorated share of this fee for the portion of the year Consultant will not be supporting the City.

Optional Upgrades/Add-ons

The following optional features are not included in the Contract Sum. The features can be added on at a later time with a contract amendment.

Monsido Accessibility Scanning

Accessibility Scanning for up to 5000 webpages	$3,900.00
PDF Scanning for up to 1000 PDF's	$450.00
Total Year 1	$2,510.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Website Design & Development Project Timeline	Estimated Duration
THE ENVISIONING PHASE • Project Kick-Off Meeting	1-4 Days
THE PLANNING PHASE • Draft Master Project Plan and Charter • Client Reviews Project Plan and Project Charter • Finalized Project Plan and Charter Documents	15 Days
THE DESIGNING PHASE • Conduct Vision and Requirements-Gathering Process • Conduct Iterative Information Architecture Process • Conduct Iterative Wireframing Process • Conduct Iterative Interface Design Process • Finalized Website Design • Implement Responsive Webpage Templates in CMS	85 Days
THE CONFIGURING PHASE • Provision Website Environment • Configure CivicLive Modules • Integrate 3rd Party Software • Fully-Configured CivicLive Solution	50 Days
THE TRAINING PHASE • Conduct Training Sessions • Fully-Trained City Staff	2 Days
THE MIGRATING PHASE	

• Collaborative Web Content Migration • Collaborative Document and File Migration • Internal Beta Website Launch	25 Days
THE STABILIZING PHASE • CivicLive Quality Assurance [QA] Process • User Acceptance Testing [UAT] Period	20 Days
THE DEPLOYING PHASE • Website Launch	1 Day

Total Estimated Timeline: 202 Days (6.6 Months)

ONGOING SOFTWARE-AS-A-SERVICE (SAAS) • Data Protection and Unlimited-Bandwidth Website Hosting Services for LawndaleCity.org • CMS Software Version Upgrades and Maintenance • Unlimited, 24/7/365 Access to Customer Support • Unlimited-User CMS Software License • Design Refresh Services for LawndaleCity.org at the End of Contract Year #4	Years 2-5

Back to Agenda

CITY OF LAWNDALE

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Kevin M. Chun, City Manager

PREPARED BY: Michael Reyes, Director of Municipal Services
Marla Pendleton, Director of Finance, CPA

SUBJECT: Adoption of an Operations Plan for Interaction with Homeless Residents

BACKGROUND

The United States has seen a drastic increase in homelessness in the past ten years with nearly 1.5 million Americans living either in temporary shelters or on the streets. California currently hosts nearly twenty four percent of the nation's homeless, with Los Angeles County alone accounting for nearly 58,000 unsheltered homeless individuals. Local municipalities have been faced with the daunting task of recognizing and maintaining the rights of the homeless, while still having to provide for the health and safety of residents and business owners.

The City of Lawndale has not been immune to this crisis and as a result residents and business owners are seeing more and more homeless occupying City streets. In an effort to provide a balanced solution that will offer services to the homeless to help them to get off the streets, while also maintaining the health, safety, and quality of life for residents in the community, the City has created an Operations Plan for Interaction with Homeless Residents.

The City recognizes that the homeless have rights and protections, as do all Americans, and that other municipalities (e.g., City of Pomona, City of Boise, ID, etc.) have faced litigation for not recognizing these rights. As the City wishes to limit its legal liability for failure to recognize the rights of the homeless, as well as reduce the number of homeless, this Operations Plan has been devised with three basic steps with the ultimate goal of providing services and helping them off City streets.

The Operations Plan will consist of the following components:

1) Services to be offered by City staff, the Los Angeles County Sheriff's Department (LASD), and outreach providers (such as PATH [People Assisting the Homeless], LAHSA [Los Angeles Homeless Services Authority], and other non-profit and County supported organizations).
2) Maintenance and clean-ups of City property by City staff on a weekly basis with proper noticing of pending clean-ups, and the inclusion of outreach providers so that services may be rendered during clean-ups.

3) Coordinated law enforcement support from the Sheriff's Department when homeless are observed engaging in criminal behavior.

STAFF REVIEW

The purpose of this Operations Plan is to create a best use practice for all City employees and LASD personnel to adopt when interacting with the homeless within the City, to maintain cleaner streets, to assist with providing services to the homeless, and to respect and recognize the rights of the homeless. This Operations Plan will also provide for the needs and wants of the residents and business owners that desire safe streets, free of health and safety concerns associated with the homeless.

The Fourth Amendment of the United States Constitution prohibits both unreasonable searches and unreasonable seizures, and its protection extends to all of a person's "effects." (*United States v. Jeffers* (1951) 342 U.S. 48, 51.) Normally, before a government officer may seize personal effects he or she must obtain a warrant authorized by a judge. Only where incident to a valid arrest, or in "exceptional circumstances," may a search or seizure be conducted without a warrant, and then the burden is on the government officer seeking the exemption to show the need for it. (*Ibid.*)

This is because people may not be deprived of their property without due process of law, nor may any legislative body (e.g., the City Council), authorize the confiscation of private property by mere legislative enactment. (Cal. Const., art. I, § 15; *People v. Beck* (1994) 25 Cal. App. 4th 1095.) "The right to regain possession of one's property is a substantial right which may not be dependent upon the whim and caprice of a court . . . .." (*Franklin v. Municipal Court* (1972) 26 Cal. App. 3d 884, 896.) Hence, even outside the context of a criminal case, basic due process guarantees generally require that an individual receive notice and some form of hearing before the government deprives them of their property. (*Phillips v. San Luis Obispo County Dept. etc. Regulations* (1986) 183 Cal. App. 3d 372, 378.)

Summary seizure of some kinds of personal property by the government is permitted when the property poses immediate danger to the public, as, for example, when a dog is rabid or vicious. (*Phillips, supra,* 183 Cal. App. 3d at p. 379.) Even then, however, the Constitutionality of a statute permitting such seizure depends on a provision in the statute for a prompt post seizure hearing. (*Id.*)

The first step of the Operations Plan will be to have Municipal Services Department staff perform daily patrols of the City to locate and make contact with homeless individuals. Staff (in teams of two) will attempt to gather personal information such as the name, birthdate, physical features, and other relevant facts to create a database of all homeless in Lawndale.

This information, along with the location of the homeless individual will be sent electronically to outreach providers such as PATH, LAHSA, etc. via the County run website/app LA-HOP. An email receipt of all requests to LA-HOP will be proof that contact was made, and added to a daily log of homeless contacts.

LA-HOP is a mobile app that can be filled out by any member of the public with a smart phone or tablet. Information is entered when a homeless individual is observed and goes directly to various homeless service providers. Service providers then contact the homeless in need and do case management work to provide services to the homeless which may include medical attention, mental health services, drug addiction counseling, housing resources, job placement assistance, or obtaining documents such as ID

cards or Social Security cards so that homeless individuals are document-ready for when services become available.

A case file is created by homeless outreach providers for each homeless person encountered. These files are shared and updated with each new concurrent contact, and entry into homeless shelters is provided to those individuals who are deemed to be in the greatest and most immediate need of assistance (if available). The individual need of the homeless person is the primary consideration for granting services. It is staff's goal that continual offers of assistance will eventually result in the acceptance of services.

The second step in the new Operations Plan is focused on the maintenance and clean-up of City property where homeless tend to congregate. Due to the growing number of homeless individuals, and in response to the rising incidents in which municipalities have been found liable for the removal of personal items left in public areas, new procedures with specific protections for both the City and the homeless will be implemented with this Operations Plan.

Some cities have used staff and law enforcement to clean up public areas where homeless individuals have set up encampments without posting notice in advance and have disposed of items without permission. This has resulted in lawsuits against several municipalities. The Operations Plan provides an alternative option that will allow staff and the Sheriff's Department to maintain public property while also protecting the rights of the homeless.

In light of the applicable laws, staff is proposing that staff and the Sheriff's Department comply with the following practice when cleaning up areas that have been established as homeless encampments. A Notice of Pending Clean-Up shall be posted at all areas and encampments where personal property is being stored by the homeless. The homeless will be given notice in advance that the area which they are occupying is scheduled to be cleaned and maintained by the City and that they will have to remove their personal belongings by a certain date. The Notice of Pending Clean-Up will be posted no less than 72 hours prior to the scheduled clean-up.

Additionally, homeless outreach service providers from PATH, LAHSA, and other homeless service providers will be notified of pending clean-ups so that they may reach out to the homeless and make them aware of services available to assist them off the streets.

If homeless are present at the time of the clean-up, staff and Sheriff's Department personnel will ask those individuals to leave with any items that belong to them while the clean-up is undertaken. Each Notice of Pending Clean-Up, referenced above, will also state that any personal property left in the Clean-Up area will be removed, how long it will be retained, and where it may be retrieved. Additionally, notice will also be given that unclaimed property may be disposed of if not retrieved in a timely manner.

Soiled clothing, cardboard and other items that clearly appear to be trash, and items which appear to be dangerous will not be stored. Belongings that are retained will be kept in a locked storage container located at the City Yard or some other appropriate City owned facility. Individuals wanting to retrieve items may come to these locations during business hours to claim items that they are able to reasonably identify. Any items not claimed after a 90 day holding period may be disposed.

Retaining items belonging to the homeless in this manner should prevent Fourth Amendment liability concerns, and should demonstrate that the City is acting in the best interests of both the homeless and residents by not permitting homeless encampments to persist.

The final component of this Operations Plan is the enforcement and detention of the homeless that are observed violating laws of health, safety, and decency. Staff from both the Municipal Services and Public Works Departments have taken training provided by the Sheriff's Department's Homeless Services Outreach Team which specializes in addressing homeless issues.

In addition, staff has consulted with Sheriff's Department and they will take a more active role in detaining and arresting homeless individuals that are observed engaging in criminal acts. Drinking or being intoxicated in public, urinating and defecating in public, and indecent exposure will be grounds for a homeless person to be arrested and booked at the South Los Angeles station. Special Assignment Officer (SAO) deputies assigned to the City will closely monitor those homeless individuals that have been reported to engage in criminal activity or other acts deemed detrimental to the well-being of the community.

While this more aggressive level of enforcement will take SAO deputies off the streets and away from patrol for a few hours, while the homeless individual is being booked, it will also help to prevent loitering/congregating in Lawndale.

Additionally, homeless individuals will not be allowed to violate Americans with Disabilities Act (ADA) restrictions by obstructing sidewalks to sleep or store their possessions. While use of public facilities (such as sidewalks) by the homeless is legal, deputies will still play a greater role in making contact with and addressing criminal activity by homeless individuals. Such attention from law enforcement will help to address criminal issues and protect the health and safety of the general public.

In conclusion, staff believes that the proposed Operations Plan will allow the City to better address homelessness issues and maintain a clean, healthy, and safe community by implementing weekly clean-ups, daily patrols and contact with the homeless, and incorporating assistance from homeless service providers. While staff recognizes that the Operations Plan is not an ultimate solution for homelessness in Lawndale, it is an effort to respect the rights of and provide assistance to homeless individuals within our community, while also protecting the health and safety of residents and business owners.

LEGAL REVIEW

The City Attorney has been consulted on the proposed Operations Plan.

FISCAL IMPACT

The estimated annual funding needed to implement the proposed Operations Plan is $2,480.00. This includes the cost of monthly storage container rental(s), and employee safety supplies such as gloves, masks, protective suits and eyewear, as well as trash bags, duct tape, and labels. The estimated program cost for the balance of this fiscal year (March 1 – June 30, 2020) is $860 which includes: $100 storage container delivery/pick-up fee, $285 for four months of storage container rental, and safety supplies estimated to cost $475. Funding is available in the current year budget to cover the estimated costs without additional appropriations.

RECOMMENDATION

Staff recommends that the City Council approve the proposed Operations Plan for Interaction with Homeless Residents

Back to Agenda

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

DATE: March 2, 2020

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk MC

SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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