



CITY OF LAWDALE

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

AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, May 1, 2023 - 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 the speaker's name is correctly recorded in the meeting minutes and, where appropriate, to provide contact information for staff follow-up.

How to observe the Meeting:

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

Copies of this Agenda packet may be obtained prior to the meeting outside of the Lawndale City Hall foyer or on the [City Website](#). Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

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

A. CALL TO ORDER AND ROLL CALL

B. CEREMONIALS (Flag Salute and Inspiration)

C. PRESENTATION

1. Recognition of Service – Outgoing Parks, Recreation and Social Services Commission

- Presentation of Certificate of Commendation to Parks, Recreation and Social Services Commission members Jessica Martinez and Sylvia Hathaway-Chavez.
- Presentation of City Plaque to Parks, Recreation and Social Services Commission member Christina Carroll.

D. PUBLIC SAFETY REPORT

- a. Los Angeles County Sheriff's Department Update
- b. Los Angeles County Fire Department Update

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

F. COMMENTS FROM COUNCIL

G. CONSENT CALENDAR

Items 2 through 6 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. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2305-019 authorizing the payment of certain claims and demands in the amount of \$511,937.53.

4. Minutes of the Lawndale City Council Regular Meeting –April 17, 2023

Recommendation: that the City Council approve.

5. Second Reading Ordinance No. 1199-23 to Amend the Lawndale Municipal Code Establishing Rules and Regulations to Provide Urban Dwelling Units and Urban Lot Splits for Single Family Lots in Accordance with Senate Bill 9

Recommendation: that the City Council, having already read by title only and waived further reading, adopt Ordinance No. 1199-23 to amend the Lawndale Municipal Code regarding Single Family Dwelling developments and Subdivisions to reflect recent changes in State law to comply with Senate Bill 9.

6. Consideration of Claims for Damage against the City

Recommendation: that the City Council reject the claim filed by Juan Salas and instruct staff to process the appropriate correspondence to the claimant.

H. PUBLIC HEARING

7. Building and Safety Permit Fee Update for FY 2023-24

Recommendation: that the City Council conduct a public hearing to receive testimony regarding the City's Building Code Fee Schedule and adopt Resolution No. CC-2305-020.

I. ADMINISTRATION

8. Lawndale Beat Fixed-route Transportation Service Agreement

Recommendation: that the City Council approve the attached agreement for Lawndale Beat Fixed-route Transportation Service between the City of Lawndale and Transportation Concepts for a total amount of \$2,397,400 for a term of three-years commencing on July 1, 2023 for FY 2023-24, plus 45 days for FY 2022-23 commencement May 15, 2023 through June 30, 2024; or provide further direction.

9. **Award of Construction Contract to G2K Construction, Inc., for the Public Works and Los Angeles Sheriff Department Facility Improvement Project**

Recommendation: that the City Council award a construction contract in the amount of \$239,907.25 to G2K Construction, Inc. for the Public Works and Los Angeles Sheriff Department Facility Improvement Project.

10. **Notice of Completion- Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue, project No. 2021-02**

Recommendation: that the City Council 1.) Accept the project completion by Hardy & Harper, Inc., for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue; 2.) Authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue; and 3.) Authorize staff to release 5% retention in the amount of \$108,236.40 for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue.

J. **CITY MANAGER REPORT**

K. **ITEMS FROM CITY COUNCILMEMBERS**

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

L. **CLOSED SESSION**

12. **Conference with Legal Counsel – Litigation**

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4): One (1) case.

13. **Conference with Labor Negotiator**

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

M. **ADJOURNMENT**

The next regularly scheduled meeting of the City Council will be held at 6:30 p.m. on Monday, May 15, 2023, in the Lawndale City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California, 90260.

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 accommodation to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the Agenda for the regular meeting of the City Council to be held on May 1, 2023, was posted not less than 72 hours prior to the meeting.

/s/ Yvette Hall
Yvette Hall, Assistant City Clerk

City of Lawndale

Presentations

May 1, 2023

City Council Meeting

Recognition of Service of Outgoing Commissioners

Parks, Recreation & Social Services Commission

Christina Carroll

Sylvia Hathaway-Chavez

Jessica Martinez

Presented To
Christina Carroll



In Recognition of your Service
**Parks, Recreation &
Social Services Commission**
February 19, 2019 - February 28, 2023

Presented by the Lawndale City Council
May 1, 2023

City of Lawndale
Certificate of Commendation
Presented To

SYLVIA HATHAWAY-CHAVEZ

In Recognition of your Dedicated Service to the
PARKS, RECREATION & SOCIAL SERVICES COMMISSION
June 21, 2021 – July 11, 2022

Mayor Robert Pullen-Miles

Mayor Pro Tem Sirley Cuevas

Councilmember Pat Kearney



Councilmember Bernadette Suarez

Councilmember Rhonda Hofmann Gorman

Presented May 1, 2023

City of Lawndale
Certificate of Commendation
Presented To

Jessica Martinez

In Recognition of your Dedicated Service to the
PARKS, RECREATION & SOCIAL SERVICES COMMISSION
March 1, 2021 – February 28, 2023

Mayor Robert Pullen-Miles

Mayor Pro Tem Sirley Cuevas

Councilmember Pat Kearney



Councilmember Bernadette Suarez

Councilmember Rhonda Hofmann Gorman

Presented May 1, 2023



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

DATE: May 1, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
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.

RESOLUTION NO. CC-2305-019

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNDALe, CALIFORNIA
AUTHORIZING CERTAIN CLAIMS AND DEMANDS
IN THE SUM OF \$511,937.53

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 204193 through 204245
for the aggregate total of \$511,937.53 are hereby authorized.

Effective Date: May 1st, 2023

Approved by:



Hrant Manuelian, Director of Finance

PASSED, APPROVED AND ADOPTED this 1st day of May 2023.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2305-019 at a regular meeting of said Council held on the 1st day of May 2023, by the following roll call vote:

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

Erica Harbison, City Clerk

City of Lawndale
Summary of Audited Claims and Demands

Claims and Demands Paid By Check:

Check Date	Beginning	Check Number	Ending	Aggregate Total
4/13/2023	204193		204227	256,571.77
4/20/2023	204228		204245	255,365.76
Total Checks				511,937.53

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	511,937.53
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Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 04/12/2023
 Time: 5:47 pm
 Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204193	04/13/2023	Printed		8104	AIRPORT MARINA FORD	NEW 2023 FORD RANGER- PWD	39,714.06
204194	04/13/2023	Printed		4185-WEST	AMERICAN STRUCTURAL PEST	MONTHLY PEST CONTROL-	184.00
204195	04/13/2023	Printed		8045	ART PRINTING SERVICE	1,000 YARD SALE PERMIT FORMS	170.89
204196	04/13/2023	Printed		7785	BERICOM DESIGN	NETWORK MAINTENANCE & SUPPORT	12,495.00
204197	04/13/2023	Printed		7766	BURKE, WILLIAMS &	LEGAL SERVICES - FEB. 2023	38,889.14
204198	04/13/2023	Printed		6459	CASC ENGINEERING & CONSULTING	NPDES PERMIT COMPLIANCE SVCS -	797.50
204199	04/13/2023	Printed		7949	CHAPALA DANCE ACADEMY LLC	INSTRUCTOR FEES - MEXICAN FOLK	1,660.00
204200	04/13/2023	Printed		5730	COMPRISE TECHNOLOGIES INC	SMART ACCESS MANAGER	3,635.00
204201	04/13/2023	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING INSPECTION SERVICES -	76,076.92
204202	04/13/2023	Printed		4734	COUNTY OF LOS ANGELES	REFUNDABLE CLEANING DEPOSIT	250.00
204203	04/13/2023	Printed		5702	DIV OF THE STATE ARCHITECT	Q1 2023 CASP FEE REPORT	708.80
204204	04/13/2023	Printed		7809	DUNCAN'S SOO BAHK DO LLC	INSTRUCTOR FEES -MARTIAL ARTS	1,565.75
204205	04/13/2023	Printed		8108	EVERBRIDGE, INC	CITYWIDE EMERGENCY	20,872.05
204206	04/13/2023	Printed		1288	EWING IRRIGATION PRODUCTS INC	IRRIGATION PARTS - ROGERS	26.92
204207	04/13/2023	Printed		6636	FRONTIER COMMUNICATIONS	PHONE CHARGE - W. GREEN PARK	122.42
204208	04/13/2023	Printed		8111	ANA MARIA GRISALES	PRSSC MEETING STIPEND	50.00
204209	04/13/2023	Printed		8110	GS DESIGN	CONS & DEMO DEPOSIT REFUND	294.00
204210	04/13/2023	Printed		7466	HAWTHORNE ELECTRIC SUPPLY	ELECTRICAL BALLASTS - JANE	414.97
204211	04/13/2023	Printed		8109	HENNESSY DESIGN TEAM	PLANNING DEPOSIT REFUND	1,403.65
204212	04/13/2023	Printed		0283	HINDERLITER, DE LLAMAS & ASSOC	CONTRACT/AUDIT SVCS SALES TAX	1,258.51
204213	04/13/2023	Printed		7940	MARIPOSA LANDSCAPES, INC	LANDSCAPE MAINTENANCE SERVICES	35,587.00
204214	04/13/2023	Printed		5560	MITSUBISHI ELECTRIC US, INC	ELEVATOR MAINTENANCE SERVICES	616.46
204215	04/13/2023	Printed		4566	MYERS & SONS HI WAY SAFETY INC	STREET SIGNS & REFLECTORS	848.27
204216	04/13/2023	Printed		8019	OPUS VENTURE LLC	INSTRUCTOR FEES - SENIOR	1,523.75
204217	04/13/2023	Printed		5216	POWERSTRIDE BATTERY	BATTERY FOR SENIORS FORD VAN	134.30
204218	04/13/2023	Printed		7358	RK SPORTS LLC	INSTRUCTOR FEES - MULTI-SPORT	1,500.00
204219	04/13/2023	Printed		7827	SA ASSOCIATES	CONSTRUCTION MGMT & INSPECTION	5,122.00
204220	04/13/2023	Printed		2842	PRAMESH SINGH	PLANNING DEPOSIT REFUND	1,268.29
204221	04/13/2023	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	3,037.56
204222	04/13/2023	Printed		3672-MSD	U.S. BANK	CREDIT CARD PAYMENT	389.16
204223	04/13/2023	Printed		3672-PWD	U.S. BANK	CREDIT CARD PAYMENT	1,624.70
204224	04/13/2023	Printed		2883	UNDERGROUND SERVICE ALERT SC	DIG ALERT TICKETS& MAINT. FEE	106.25
204225	04/13/2023	Printed		3373	VERIZON WIRELESS	M2M ACCOUNT SHARE DATA LINE	25.02
204226	04/13/2023	Printed		3373	VERIZON WIRELESS	DESK & CELL PHONES SERVICE	3,701.87
204227	04/13/2023	Printed		0480	VISTA PAINT	GRAFFITI SUPPLIES	497.56
Total Checks: 35						Checks Total (excluding void checks):	256,571.77
Total Payments: 35						Bank Total (excluding void checks):	256,571.77
Total Payments: 35						Grand Total (excluding void checks):	256,571.77

Check Register Report

City of Lawndale

BANK: WELLS FARGO BANK N.A

Date: 04/19/2023
 Time: 3:55 pm
 Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
WELLS FARGO BANK N.A Checks							
204228	04/20/2023	Printed		4333	CALIF BLDG STANDARDS COMMISSIO	SURCHARGE QTR ENDING 3-31-2023	139.00
204229	04/20/2023	Printed		7577	DE NOVO PLANNING GROUP	GENERAL PLAN & SPECIFIC PLAN	41,313.75
204230	04/20/2023	Printed		8114	GLOBE PARTY INC	2 EASTER BUNNY CHARACTERS	420.00
204231	04/20/2023	Printed		0441	GOLDEN STATE WATER CO.	WATER USAGE SERVICES	9,283.90
204232	04/20/2023	Printed		6870	HARDY & HARPER INC	REDONDO BEACH BLVD ST IMPROV.	131,685.69
204233	04/20/2023	Printed		2773	L. A. CNTY DEPT PUBLIC WORKS	TRAFFIC SIGNAL ACCIDENT REPAIR	2,297.86
204234	04/20/2023	Printed		1536A	LEUZINGER HIGH SCHOOL PTSO	DONATION FROM MAYOR PRO TEM	100.00
204235	04/20/2023	Printed		8112	NORM REEVES FORD SUPERSTORE	NEW 2023 FORD RANGER - MSD	39,886.03
204236	04/20/2023	Printed		7890	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	872.80
204237	04/20/2023	Printed		6815	OOH LA-LA FACE PAINTING	FACE PAINTING &BALLOON TWISTER	1,140.00
204238	04/20/2023	Printed		1140	PACIFIC TIRE SERVICE	1 NEW TIRE FOR VEH#508	160.00
204239	04/20/2023	Printed		7047	PRECISION AUTO CARE, INC	FRONT & REAR BRAKE SERVICE	843.38
204240	04/20/2023	Printed		6499	RJS CONSTRUCTION SUPPLIES	SAND - ROGERS ANDERSON PARK	335.17
204241	04/20/2023	Printed		8113	MICHAEL RYAN	CONS & DEMO DEPOSIT REFUND	2,250.00
204242	04/20/2023	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	15,705.04
204243	04/20/2023	Printed		0444	SPCA LA	ANIMAL SHELTERING SERVICES -	8,100.00
204244	04/20/2023	Printed		4662	CLARENCE A. ULRICH	ENTERTAINER FOR SR. LUNCH	350.00
204245	04/20/2023	Printed		7768	UNITED SITE SERVICES	PORTABLE RESTROOM RENTAL	483.14
				Total Checks: 18			Checks Total (excluding void checks): 255,365.76
				Total Payments: 18			Bank Total (excluding void checks): 255,365.76
				Total Payments: 18			Grand Total (excluding void checks): 255,365.76

DRAFT- MINUTES
LAWNDALE CITY COUNCIL REGULAR MEETING
April 17, 2023

A. CALL TO ORDER AND ROLL CALL

Mayor Pullen-Miles called the meeting to order at 6:35 pm. in the City Hall Council Chamber, 14717 Burin Avenue, Lawndale, California.

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

Other Participants: City Clerk Erica Harbison, City Manager Sean M. Moore, City Attorney Gregory M. Murphy, Assistant City Clerk Yvette Hall, Community Services Director Mike Estes, Los Angeles County Sheriff's Department Sergeant Justin Smith, Municipal Services Director Michael Reyes, Finance Director Hrant Manuelian, Community Development Manager Jared Chavez, and Associate Planner Jose Hernandez.

B. CEREMONIALS

Councilmember Hofmann Gorman led the flag salute. Pastor Dwight Dudley of Calvary Chapel South Bay provided the inspiration.

C. PRESENTATION

- 1. Recognition of Service - Outgoing Senior Citizen Advisory Committee Members**
Presentation of Certificate of Commendation in Push Pin Plaque to Senior Citizen Advisory Committee Member Edna McQuirter.

Presentation of City Plaque to Senior Citizen Advisory Committee Members Oscar Bernal, Teresa Garcia, and Doris Hofmann, First Lady Emeritus.

Mayor Pullen-Miles announced the names of the outgoing committee members, presented them with their plaques and thanked them for their service. Oscar Bernal and First Lady Emeritus Doris Hofmann were in attendance.

D. PUBLIC SAFETY REPORT

- a. Los Angeles County Sheriff's Department Update

Sergeant Smith summarized the recent law enforcement activities. He provided updates on the following items: 1) He explained that their tracking system could not extract information on bookings and time spent on arrests; and 2) He indicated that the Sheriff's Department has a Facebook account under the name Los Angeles County Sheriff's Department and that it covers the City of Lawndale.

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

Hayley Hutt, Representative of Assemblymember Tina McKinnor's Office, 61st District, introduced herself to the City Council and community.

Deena Sopko, Resident, commented on the missing sign that indicates "no outlet" on her cul-de-sac, a bulky item pick up is needed on her street for a basketball hoop, and that she supports Councilmember Kearney's idea to provide different drop off entrance gates at the schools and the dangers of foxtail plants.

Nassima Daroui, Resident, expressed concerns about the lack of an emergency plan in the event of a natural disaster or a train derailment in the Metro Draft Environmental Impact Report and suggested the City Council choose the Hawthorne Boulevard option.

Michael Kim, Resident, commented on the Metro C Line (Green) Extension Project and feels that the City Council should join the City of Redondo Beach in choosing the Hawthorne Boulevard option.

Chelsea Schreiber, Resident, commented on the formation of a group that is fundraising to rent a bus to take residents to the upcoming Metro C Line (Green) Extension Project meetings and suggested that the City Council take a position on the project.

Morrison Lucas, Resident, commented on a parking citation that he believes was wrongfully issued.

John Schreiber, Resident, suggested that the City Council agendaize the Metro C Line (Green) Extension Project to discuss taking a position and he stated that the South Bay Service Council wrote a letter about the Metro C Line (Green) Extension Project.

Mary Dragone, Resident, commented that she does not support the Metro C Line (Green) Extension Project in the public right-of-way (ROW) and encouraged the City Council to take a position on the project.

Denise, Resident, commented that she does not support the Metro C Line (Green) Extension Project in the ROW.

F. COMMENTS FROM COUNCIL

Councilmember Hofmann Gorman thanked everyone that attended. She commented that she is also concerned about a train derailment and assured the residents that she is attending the Metro meetings to voice their concerns about the Metro C Line (Green) Extension Project. She advised everyone that receives a citation to contact the City if there is a discrepancy and asked City Manager Moore to speak about the Metro C Line (Green) Extension Project.

City Manager Moore commented on the funding and cost for the Metro C Line (Green) Extension Project and according to staff research, it does not appear that Metro has enough funding for the ROW or Hawthorne Boulevard option.

Councilmember Kearney thanked everyone who spoke and thanked Assemblymember McKinnor's Representative, Ms. Hutt, for attending this evening's meeting. Councilmember Suarez thanked everyone for attending and asked if taking a position on the Metro C Line (Green) Extension Project would impact future mitigation measures.

City Attorney Murphy responded that he would follow up with the City Manager on whether the City should discuss this matter in an open or closed session.

Mayor Pro Tem Cuevas thanked everyone for speaking and would like advice on when to decide on selecting an option.

Mayor Pullen-Miles thanked everyone that attended and thanked Assemblymember McKinnor's Representative, Ms. Hutt, for introducing herself. He also thanked the residents who voiced their opinions on the Metro C Line (Green) Extension Project and stated that the funding for the Metro project could be used on a different project that would benefit the community. He commented on replacing the missing "no outlet" sign.

Councilmember Suarez asked to agendaize the City sponsoring a bus for residents to attend the Metro C Line (Green) Extension Project meetings.

G. CONSENT CALENDAR

Items 2 through 5 will be considered and acted upon under one motion unless a City Councilmember removes individual items for further City Council consideration or explanation.

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

Recommendation: that the City Council approve.

3. Accounts Payable Register

Recommendation: that the City Council adopt Resolution No. CC-2304-017 authorizing the payment of certain claims and demands in the amount of \$1,085,455.05.

4. Minutes of the Lawndale City Council Regular Meeting –April 3, 2023

Recommendation: that the City Council approve.

5. Consideration of Claims for Damage against the City

Recommendation: that the City Council reject the claim filed by Benito Dilag and instruct staff to process the appropriate correspondence to the claimant.

Mayor Pro Tem Cuevas asked how many trucks were purchased.

Finance Director Manuelian responded that a total of three vehicles were purchased with American Rescue Plan Act (ARPA) funds.

A motion was made by Councilmember Kearney and seconded by Councilmember Suarez to approve the consent calendar. The motion carried by a vote of 5-0.

H. PUBLIC HEARINGS

6. Consideration to amend the Lawndale Municipal Code Establishing Rules and Regulations to Provide for Urban Dwelling Units and Urban Lot Splits for Single Family Lots in Accordance with Senate Bill 9

Recommendation: that the City Council A.) Conduct a public hearing; B.) Determine that draft Ordinance No. 1199-23 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and C.) Introduce for first reading by title only Ordinance No. 1199-23, an ordinance amending the Lawndale Municipal Code regarding Single Family developments and subdivisions to reflect recent changes in state law to comply with Senate Bill 9, and waive further reading.

Associate Planner Hernandez presented the staff report.

Mayor Pullen-Miles opened the public hearing at 7:19 p.m.

There were no public comments.

Mayor Pullen-Miles closed the public hearing at 7:19 p.m.

Councilmember Kearney asked if the required number of parking spaces is based on the number of bedrooms.

City Manager Moore responded that the parking spaces are based on the number of units.

Mayor Pro Tem Cuevas asked for clarification on the parking space requirement.

Associate Planner Hernandez responded that the proposed ordinance is consistent with the requirements of Senate Bill 9.

City Attorney Murphy read the ordinance by title only and waived further reading.

A motion was made by Councilmember Kearney and seconded by Councilmember Suarez to determine that draft Ordinance No. 1199-23 is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and Introduce for first reading by title only Ordinance No. 1199-23, an ordinance amending the Lawndale Municipal Code regarding Single Family developments and subdivisions to reflect recent changes in state law to comply with Senate Bill 9, and waive further reading. The motion carried by a vote of 5-0.

7. Community Development Flatwork/Landscaping permit and Fence permit Fee update

Recommendation: that the City Council a) Conduct a public hearing, and b) Adopt Resolution No. CC-2304-018 approving the proposed fee reduction for the Planning Department Fence and Flatwork/Landscaping application fees.

Community Development Manager Chavez presented the staff report.

Mayor Pullen-Miles opened the public hearing at 7:22 p.m.

There was no public comment.

Mayor Pullen-Miles closed the public hearing at 7:23 p.m.

A motion was made by Councilmember Kearney and seconded by Councilmember Hofmann Gorman to adopt Resolution No. CC-2304-018 approving the proposed fee reduction for the Planning Department Fence and Flatwork/Landscaping application fees. The motion passed by a vote of 4-1. Mayor Pro Tem Cuevas voted no.

I. ADMINISTRATION

8. Quarterly Investment Report for the Quarter Ended March 31, 2023

Recommendation: that the City Council receive and file the Quarterly Investment Report for the quarter ended March 31, 2023

Finance Director Manuelian presented the staff report.

Councilmember Suarez asked if the City's funds are kept in one account.

Finance Director Manuelian responded that it would be difficult to keep the City's funds in one account because of insurance limits; however, the City's funds are protected because it is a government entity.

By consensus, the City Council received and filed the Quarterly Investment Report for the quarter ended March 31, 2023.

9. Keeping of chickens, hens, and/or fowl in Residential Areas

Recommendation: that the City Council receive the report, provide staff comments, and consider the following options: a) Keep the zoning code as is, not allowing chicken/poultry/hens within residential areas; or b) Direct staff to draft chicken/poultry/hen regulations to be brought forward for consideration by the City Council; or c) Provide alternative direction to staff.

Community Development Manager Chavez presented the staff report.

Mayor Pullen-Miles opened the public comment period.

Randall Abram, Resident, stated that he feels that chickens are not needed in the City and suggested that the City Council focus on other important projects.

Deena Sopko, Resident, commented that she does not support the allowance of chickens.

Mayor Pullen-Miles closed the Public Comment period.

Councilmember Suarez asked for clarification on the Los Angeles County property requirements to allow chickens.

Mayor Pro Tem Cuevas supports the allowance of chickens and suggested two chickens per single family residence and duplex.

Councilmember Kearney does not support the allowance of chickens in the City because he is concerned with diseases and the lack of space.

Councilmember Hofmann Gorman agrees with Councilmember Kearney's comments and does not support the allowance of chickens because one or two chickens cannot produce a sufficient number of eggs.

Mayor Pullen-Miles commented that he is not opposed to allowing chickens and would like more information on how likely they are to spread diseases.

Discussion ensued among the City Councilmembers on the allowance of chickens, duplexes, and parcel size.

A motion was made by Councilmember Suarez and seconded by Mayor Pro Tem Cuevas to direct staff to draft a chicken/poultry/hen ordinance for consideration by the City Council. The motion passed by a vote of 3-2. Councilmember Kearney and Councilmember Hofmann Gorman voted no.

J. CITY MANAGER REPORT

City Manager Moore had no items to report.

K. ITEMS FROM CITY COUNCILMEMBERS

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

Councilmember Hofmann Gorman attended the Easter Extravaganza event at both locations and thanked the Community Services Department for a job well done. She announced the Youth Day Parade is being held on April 22, 2023, and encouraged everyone to attend.

Councilmember Kearney attended the Extravaganza event at Jane Addams Park.

Councilmember Suarez attended the Extravaganza event at Jane Addams Park.

Mayor Pro Tem Cuevas thanked Director of Community Services Estes and staff for coordinating the Extravaganza event. She thanked staff for taking care of the hanging cable wire in the ROW.

Mayor Pullen-Miles attended the Extravaganza event, encouraged everyone to attend the Youth Day Parade, and attended an event to welcome Vice President Kamala Harris hosted by Los Angeles County Supervisor Holly Mitchell.

L. ADJOURNMENT

Councilmember Hofmann Gorman announced that a long-time resident, Laura Thomas Osborne, passed away and stated that Ms. Osborne worked at the City's library founded by her mother.

Mayor Pullen-Miles announced that Kenneth Brown, President, El Camino College District, Board of Trustees, passed away. Mayor Pullen-Miles stated that Mr. Brown was the District's Area 1 Representative.

There being no further business to conduct, the Mayor adjourned the meeting at 8:03 p.m. in memory of Laura Thomas Osborne and Kenneth Brown.

Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

Approved: 5/1/2023

DRAFT



CITY OF LAWDALE

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

DATE: May 1, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

REVIEWED BY: Jared Chavez, Community Development Manager 

PREPARED BY: Jose Hernandez, Associate Planner 

SUBJECT: **SECOND READING ORDINANCE NO. 1199-23 TO AMEND THE LAWDALE MUNICIPAL CODE ESTABLISHING RULES AND REGULATIONS TO PROVIDE URBAN DWELLING UNITS AND URBAN LOT SPLITS FOR SINGLE FAMILY LOTS IN ACCORDANCE WITH SENATE BILL 9.**

BACKGROUND

On April 17, 2023, the City Council introduced and held the first reading of Ordinance No 1193-23 establishing rules and regulations to provide urban dwelling units and urban lot splits for single family lots in accordance with Senate Bill 9.

ANALYSIS:

The City Council introduced and approved Ordinance No. 1193-23, held the first reading by title only, and waived further reading of the ordinance. Provided below is a summary of the regulations that are included in the ordinance for urban dwelling units and lot splits.

The City Council has reviewed Senate Bill 9 and has prepared a draft Ordinance which will establish requirements for the addition of second units on single family zoned parcels:

- Second units will be limited to 800 sq. Ft.
- Private and common open space shall be provided for each unit.
- Provide a one-car garage per unit.
- Second units must be affordable.
- Require an affordable housing agreement.
- Must meet all design standards.
- Must provide guest parking at a ratio of 0.5 parking spaces per unit.

The following requirements will need to be met to qualify for a single-family zoned lot subdivision resulting in parcels that are smaller than the minimum lot size on the designated zone.

- One of the lots must be owner occupied.

- A restrictive use covenant is required.
- A reciprocal access easement must be recorded.
- Minimum street frontage must be 50 ft.

ENVIRONMENTAL ASSESSMENT

The proposed Ordinance No. 1199-23 is exempt from the requirements of the California Environmental Quality Act (CEQA) under the general rule of CEQA Guidelines, Section 15061 (b)(3), that there is no possibility that the proposed ordinance may have a negative physical impact on the environment.

LEGAL REVIEW

The City Attorney has reviewed draft ordinance no. 1199-23 and has approved it as to form.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

It is recommended that the City Council, having already read by title only and waived further reading, adopt Ordinance No. 1199-23 to amend the Lawndale Municipal Code regarding Single Family Dwelling developments and Subdivisions to reflect recent changes in State law to comply with Senate Bill 9.

Attachments:

A. Ordinance No. 1199-23

Attachment A.
Ordinance No. 1199-23

ORDINANCE NO. 1199-23

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LAWNDALE, CALIFORNIA AMENDING THE LAWNDALE
MUNICIPAL CODE TO ADD CHAPTERS 16.05 AND AMEND
ARTICLE VII OF CHAPTER 17.48, ESTABLISHING RULES AND
REGULATIONS TO PROVIDE FOR URBAN DWELLING UNITS
AND URBAN LOT SPLITS UNDER THE R-1 ZONE AND A
FINDING OF CATEGORICAL EXEMPTION FROM CEQA.**

SUMMARY: This ordinance establishes City's rules and regulations to ministerially approve urban lot splits and the construction of up to two residential units (Dwelling Units) within "Urbanized Areas" of the City, as designated by the US Census Bureau, subject to certain limitations.

WHEREAS, the Lawndale Municipal Code (LMC) currently contains no regulations regarding the urban lots splits and construction of up to two residential units within single-family residential (R-1) zones within City of Lawndale (City) limits; and

WHEREAS, the City has the authority under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, during the 2021 legislative session, the State of California and the Governor signed Senate Bill 9 (SB 9), which added Sections 65852.21 and 66411.7 to the Government Code to require local agencies to ministerially approve urban lot splits and development of two residential lot provided the projects meet certain conditions; and

WHEREAS, the City desires to adopt an ordinance that addresses the procedures for such Urban Dwellings and Urban Lot Splits, and provides objective standards, in accordance with State law.

WHEREAS, the proposed amendment was duly noticed and agendized for discussion and public hearing before the Planning Commission on March 10, 2023; and

WHEREAS, at the meeting of the Planning Commission on March 22, 2023, the Planning Commission recommended that the City Council approve the proposed ordinance amendment; and

WHEREAS, the proposed ordinance amendment was duly noticed and agenized for discussion and public hearing before the City Council on March 31, 2023; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on April 17, 2023 in the City Hall council chamber located at 14717 Burin Avenue, Lawndale, California, to consider this matter.

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

SECTION 1. The City Council finds and determines that the recitals above are true and correct, and are hereby incorporated by reference.

SECTION 2. The proposed amendment to the Lawndale Municipal Code, as described below, are consistent with the goals and objectives of the adopted General Plan.

SECTION 3. Title 16 (Subdivisions) is amended to add Chapter 16.04, ____ (Urban Lot Splits) to the Lawndale Municipal Code to read, in its entirety, as follows (deletions marked in ~~strike through~~, additions in ***bold and italics***):

“Chapter 16.05 Urban lot splits

16.05.010 Purpose
16.05.020 Definitions
16.05.030 General Requirements
16.05.040 Denials

16.05.010 Purpose

This Chapter applies to urban lot splits in single family zones in accordance with Government Code section 66411.7.

16.05.020 Definitions

“Single-Family zone” shall mean any parcel of land that is zoned R-1.

“Urban lot split” shall mean a parcel map subdivision permitted pursuant to SB 9 which creates two parcels.

“Urban dwelling unit” shall mean a second unit permitted pursuant to SB 9. An urban dwelling unit shall not mean an Accessory Dwelling Unit or a Junior Accessory Dwelling unit.

16.05.030 General Requirements

An urban lot split shall comply with the following requirements:

- A. All requirements in Government Code section 66411.7.***
- B. All applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)), except as expressly provided in this Chapter.***
- C. All requirements of the Lawndale Municipal Code, except that requirements imposed by this Chapter shall take precedence over other conflicting requirements.***
- D. The rental of any unit created by an urban lot split must be for a term longer than 30 days.***
- E. The property owner must agree to an unannounced inspection every year for the first three years to ensure the property owner is living onsite. A restrictive use covenant must be***

recorded. The property owner must pay the special inspection fee as set forth in the City's fee and fine resolution.

F. Objective Development Standards: The following objective development standards apply to urban lot splits:

1. Size and Number: The parcel map subdividing an existing parcel must create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision. The subdivision must not be done in a manner that leaves one lot with more than two units including existing and proposed main dwellings, ADUs, and JADUs. No more than four total units may exist on the two new parcels.

2. Minimum Size: Both newly created parcels created by an urban lot split must be no smaller than 1,200 square feet.

3. Setbacks:

a. Existing Structures: No setback is required for an existing, permitted structure or a structure constructed in the same location and to the same dimensions as an existing, permitted structure.

b. New Structures and Additions: The minimum setback from the side and rear property line is four feet.

4. Building Separation: The units or structures involved in an urban lot split may be attached or detached provided that the structures meet building code safety standards and are sufficient to allow separate conveyance. A six (6) foot separation is required for detached structures.

5. Frontage: Both resulting parcels shall have a minimum frontage of 50 feet. If each parcel cannot accommodate a frontage of 50 feet, then the access strip shall not be less than 20 feet in width.

6. Conjunction with Urban Dwellings: Only structures that meet the requirements of urban dwellings are allowed on urban lot splits.

7. Lot Configuration Standards: Urban lot splits must comply with the Urban Dwelling and Urban Lot Split Configuration Standards adopted by City Council Resolution and incorporated herein by reference.

8. An easement must be provided over the front parcel to the rear parcel for access to the public right of way, providing public services and facilities, maintenance of utilities, and (if required) fire department access.

G. Demolition and Alteration: A proposed urban lot split must not require demolition or alteration of any of the following types of housing:

1. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

2. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

3. Housing that has been occupied by a tenant in the last three years.

H. Disclosures: At the time of sale, a site with an urban dwelling must disclose to the seller:

1. The site must not be used for short term rentals;

2. The property owner must agree to an unaudited inspection every year for the first three years to ensure the property owner is living onsite. The property owner must pay the special inspection fee in the City's fee and fine resolution;

3. The property owner must provide a copy of the Restrictive Use Covenant.

4. The property owner must provide all necessary information to the City required in the annual housing element report; and

5. The site cannot be the subject of future urban lot splits.

16.05.040 Denials

A. The Community Development Director may deny an application for an urban lot split upon making both of the following findings in writing based upon a preponderance of evidence.

1. The proposal would have significant, adverse impact upon the public health and safety or the physical environment as defined and determined in Government Code Section 65589.5(d)(2).

2. There is no feasible method to satisfactorily mitigate or avoid the specific impact."

SECTION 4. Title 17 (Zoning), Chapter 17.48 (Residential Zones) is amended to add Article VII (Single-Family Lot Subdivisions) to the Lawndale Municipal Code to read, in its entirety, as follows (deletions marked in ~~strikethrough~~, additions in ***bold and italics***):

"Article VII Single-Family Lot Subdivisions"

17.48.450 Purpose

17.48.460 Definitions

17.48.470 General Requirements

17.48.480 Denials

17.48.450 Purpose

This Chapter applies to urban dwellings in single family zones in accordance with Government Code section 65852.21.

17.48.460 Definitions

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings ascribed to them in this chapter.

“Single-Family zone” shall mean any parcel of land that is zoned R-1.

“Urban lot split” shall mean a parcel map subdivision permitted pursuant to SB 9 which creates two parcels.

“Urban dwelling unit” shall mean a second unit permitted pursuant to SB 9. An urban dwelling unit shall not mean an Accessory Dwelling Unit or a Junior Accessory Dwelling unit.

17.48.470 General Requirements

A. A property owner seeking approval of an urban dwelling unit shall comply with all of the following general requirements:

- 1. The maximum size of an urban dwelling unit shall not exceed 800 sq. ft. in size.*
- 2. The minimum size of an urban dwelling unit shall not be less than 500 sq. ft.*
- 3. Both units shall conform to all the development standards and design guidelines of the Lawndale Municipal Code.*
- 4. The urban dwelling unit shall be designated an affordable unit of very low, or low affordability level.*
- 5. Demolition and Alteration: A proposed urban dwelling may not require demolition or alteration of any of the following types of housing:*
 - i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.*
 - ii. Housing that is subject to any form of rent or price control through a public entity’s valid exercise of its police power.*
 - iii. Housing that has been occupied by a tenant in the last three years.*
- 6. The rental of any urban dwelling must be for a term longer than 30 days.*

7. The parcel for the proposed urban dwelling must contain no more than two units after construction of any urban dwelling. Existing and proposed ADUs and JADUs will be counted toward the maximum number of units. An urban dwelling development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

8. Setbacks:

i. Existing Structures: No setback is required for an existing, permitted structure or a structure constructed in the same location and to the same dimensions as an existing, permitted structure.

ii. New Structures and Additions: The minimum setback from the side and rear property line is four feet.

9. Height: 16 foot height limit.

10. Parking: A parking space within a garage is required for all new dwellings under the urban lot split.

17.48.480 Denials

A. The Community Development Director may deny an application for an urban dwelling unit upon making both of the following findings in writing based upon a preponderance of evidence.

1. The proposal would have significant, adverse impact upon the public health and safety or the physical environment as defined and determined in Government Code Section 65589.5(d)(2).

2. There is no feasible method to satisfactorily mitigate or avoid the specific impact. “

SECTION 5. This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines section 15282(h). These sections statutorily exempt the adoption of an ordinance implementing provisions of Government Code Section 65852.1 and 65852.2. This ordinance would allow for the single-family residential subdivisions consistent with and as required by state law. Additionally, this ordinance is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 6. Severability. 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 each and every section, subsection, sentence, clause and phrase thereof not declared invalid or remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify 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 ____ day of _____, 2023.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Erica Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly approved and adopted the foregoing Ordinance No.1199-23 at its regular meeting held on the 1st day of May, 2023, by the following roll call vote:

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

Erica Harbison, City Clerk

Date

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney



CITY OF LAWDALE

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

DATE: May 1, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

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

SUBJECT: **Consideration of Claims for Damage against the City**

BACKGROUND

The City of Lawndale received a claim for property damage filed by Juan Salas (Claimant) on or about March 1, 2023. The claim filed allege that their personal vehicle was damaged by fallen tree branch while parked near 4634 Marine Avenue Lawndale, CA. This matter was referred to the City's third-party claims administrator (Carl Warren & Company) for review and investigation.

STAFF REVIEW

Carl Warren & Company reviewed and completed investigation regarding filed claim. Based on the Carl Warren's review, it was determined that liability for the claim could not be assigned to the City. As a result, Carl Warren recommends that the City reject the claim as filed.

LEGAL REVIEW

N/A

RECOMMENDATION

Staff recommends that the City Council reject the claim filed by Juan Salas and instruct staff to process the appropriate correspondence to the claimant.

Attachments: 1) Claim for Damages to Person or Property and Rejection Notice – Juan Salas (3044661)

ATTACHMENT 1



CITY OF LAWNDALÉ
CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Reserve for Filing Stamp

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

23 MAR 14 11:52 AM

Claim No.: _____

Instructions:

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

CITY OF LAWNDALÉ			
Claimant's Name	Juan Salas	Claimant's Occupation	
Claimant's Home Address		Claimant's Home Phone #	
Claimant's Business Address		Claimant's Business Phone #	

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

12300 Osborne PL apt. 211 Pacoima CA 91331 (747) 400 9283

When did DAMAGE or INJURY occur? Date: 03/01/2023 Time: 2:00 pm

If claim is for Equitable Indemnity, give date claimant served with the complaint: Date: _____

Names of any city employees involved in INJURY or DAMAGE

Where did DAMAGE or INJURY occur? Describe fully, and locate on diagram on reverse side of this sheet. Where appropriate, give street names and address and measurements from landmarks:

The accident happened March 1 around 2:00 pm my truck was parked inside my work Parking Lot and a tree branch broke and on top of my truck and damaged my rooftop of my truck and now

Describe in detail how the DAMAGE or INJURY occurred. I have water leaking inside my truck. My truck was parked at my work inside of my company parking lot and a tree branch broke and damage my rooftop of my truck.

Why do you claim the city is responsible?

Because the city is responsible of every tree of the city.

Describe in detail each INJURY or DAMAGE

Same

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

Damages incurred to date (exact): 3/01/23	\$	Estimated prospective damages as far as known:	\$ 1,000
Damage to property	\$ 1,000	Future expenses for medical and hospital care	\$ 0
Expenses for medical and hospital care	\$ 0	Future loss of earnings	\$ 0
Loss of Earnings	\$ 0	Other prospective special damages	\$ 0
Special Damages for	\$ 0	Prospective general damages	\$
		Total estimate prospective damages	\$ 1,000
General Damages	\$ 1,000		
Total Damages incurred to date	\$ 1,000		
Total amount claimed as of date of presentation of this claim			\$ 1,000

Was damage and/or injury investigated by police? ☒ If so, what city? _____ File #: _____

Were paramedics or ambulance called? ☒ If so, name city or ambulance _____

If injured, state date, time, CD, 03/01/23 2:00 pm

name and address of doctor of your first visit _____

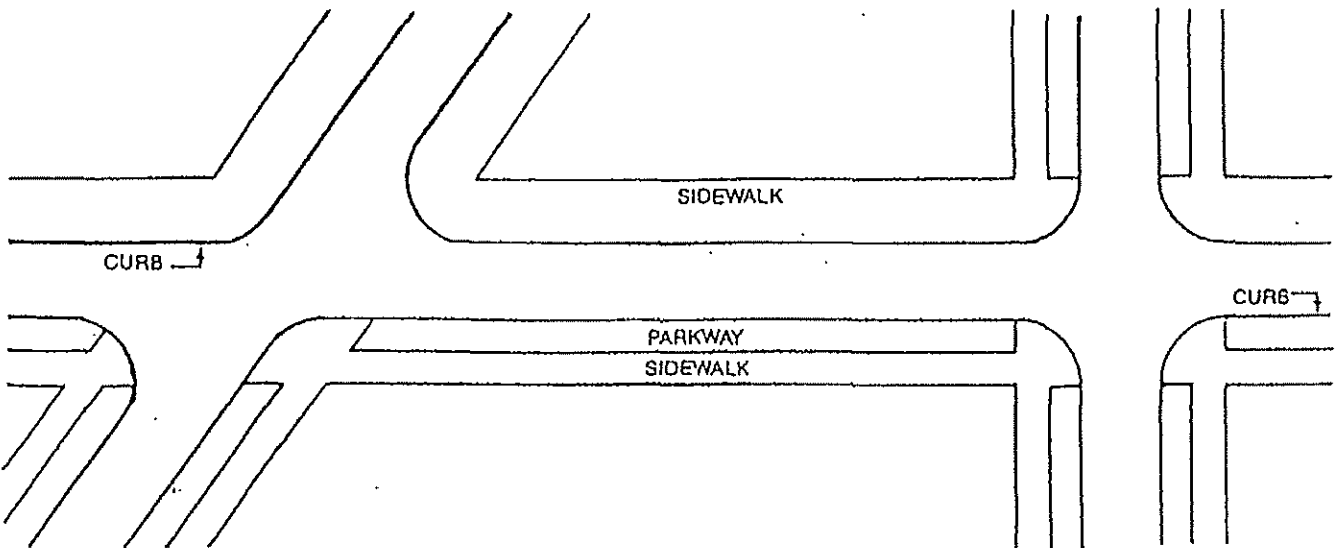
WITNESSES to DAMAGE or INJURY: List all persons and addresses of person known to have information:

Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

DOCTORS and HOSPITALS:

Hospital _____	Address _____	Date of Hospitalization _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

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



Signature of Claimant or person filing on his/her behalf giving relationship to Claimant:

Typed/Printed Name

Date

Juan Salas

3/14/23



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

April 17, 2023

City of Lawndale

Attn.: Shaundra Burnam

RE: Claimant : Juan Salas
D/Event : 3/1/2023
Rec'd Office : 3/14/2023
Our File : 3044661

We have reviewed the above referenced claim and request that you take the action indicated below:

CLAIM REJECTION: Send a standard rejection letter to the claimant with a proof of service addressed as follows:

Juan Salas
12300 Osborne Place, Apt 211
Pacoima, CA 91331

Please provide us a copy of the rejection letter and the proof of service. If you have any questions, please feel free to contact the undersigned.

Very truly yours,



Mel Zapf
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company

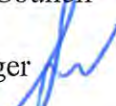


CITY OF LAWDALE

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

DATE: May 1, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Jared Chavez, Community Development Manager 
Adrian Gutierrez, Administrative Assistant II AG

SUBJECT: **Building and Safety Permit Fee Update for FY 2023-24**

BACKGROUND

The City of Lawndale ("City") contracts with Los Angeles County ("County") for building and safety services and is charged rates adopted by the County in 2022. On July 1st of every year, the County increases their permit fees based on the Consumer Price Index ("CPI"), as published by the U.S. Bureau of Labor Statistics for the Greater Los Angeles Area (See Attachment "A"). Moreover, contract cities, like the City, utilizing the services of County's Building and Safety Department, often use a multiplier that is applied to the County's permit fees to recover administrative and staff services costs incurred for building plan check, inspections, record keeping, code enforcement and other miscellaneous services.

Per State law, the City Council must authorize the 2.0 multiplier that the City applies to the permit fees to recover the City's costs to provide these services in addition to the costs for County's services. Moreover, as the County is increasing its fees with the annual CPI, to remain compliant with statutory requirements, staff is presenting this report to justify the City's implementation of the 2.0 multiplier. This item will be brought forward annually for the City Council's consideration each year that the County increases its fees for building and safety services.

To clarify, the City is not reviewing or approving the County's annual CPI increases. The CPI increases are pass-through fees adopted by the County. This matter has been properly noticed for a public hearing as required by Lawndale Municipal Code Chapter 3.32.

The City has not updated the Building & Safety Fee schedule since July 12, 2021 to maintain lower costs for permits during the high inflation rates experienced during the COVID-19 pandemic. The proposed Fee Update will help the City cover current costs to provide LA County Building & Safety services.

STAFF REVIEW

The City has direct and indirect costs for providing building and safety services. An example of a direct cost is the amount invoiced by the City's building and safety contractor (Los Angeles County Department of Public Works, Building and Safety Division). The County provides counter services, plan check, permit issuance and construction inspections services as needed by the public. Other services provided by the County include assistance with code adoptions, reports, statistical records of building

activities, and technical expertise as requested by the City. Other direct costs that are incurred include City personnel costs such as records management, direct client service, building code enforcement, general supervision and custodial services. The costs include the following:

- Staffing costs (City Manager, Community Development Manager, Code Enforcement Officer, Administrative Assistant, and Planners);
- Personnel overhead costs;
- Facilities;
- Utilities;
- Supplies; and
- Custodial.

The City's Building Division is subject to normal overhead rates that include supervision costs (i.e. management costs), various staff support, pro rata share of building utilities, insurance and maintenance expenses, miscellaneous office supplies and furnishings.

Multiplier

Pursuant to State law, public agencies may only collect fees that represent the reasonable estimated cost to provide a service. The City's fees have always complied with this mandate and often charges fees lower than those authorized by law. Hence, some jurisdictions have significantly higher permit fees than those charged by the City. The higher fees typically reflect the full cost allocation and recovery for services provided (i.e. value of space, pro-rata share of utilities, pro-rata share of personnel and support functions, etc.). As shown on the attachments, the simplification of the City's costs for the services provided by City staff in conjunction with the Building Division services provided by the County of Los Angeles resulting from the modifier results in lower fees. As an example, the multiplier is added onto the permit fee, plus the CPI of 3.7 percent, times the 2.0 multiplier, results in a fee.

The multiplier utilized by other cities that contract with the County for building and safety services range from 2.0 to 3.0 (Lomita and Rolling Hills Estates); whereas the City's proposed 2.0 multiplier is less than other contract cities, although up slightly by .05 due to increased overall costs in managing the contract. The proposed effective date for the new fees is July 1, 2023.

ENVIRONMENTAL ASSESSMENT

The project is exempt from the California Environmental Quality Act (CEQA) because the creation of a government funding mechanism which does not involve any commitment to any specific project is not a "project" under CEQA pursuant to Public Resources Code Section 21080 and CEQA Guideline 15378(b)(4).

LEGAL REVIEW

The City Attorney's office has reviewed Resolution No. CC-2305-020 and has approved it to form.

PUBLIC NOTICING

Notices of a public hearing were posted on the public noticing board located just outside City Hall and published in the *Daily Breeze* on April 17, 2023, pursuant to the City's public noticing requirements. As of the drafting of this staff report, no comments were received from the public concerning this project.

FISCAL IMPACT

No budget appropriation is required. Adopting the revised building permit fee schedule will reduce the use of general funds to cover the operational costs of the Building Division.

RECOMMENDATION

Staff recommends that the City Council

- Conduct a public hearing to receive testimony regarding the City's Building Code Fee Schedule
- Adopt Resolution No. CC-2305-020

Attachments

- A. Updated CPI from Los Angeles County (2023)
- B. Resolution No. CC-2305-020
- C. Proof of Publishing

Exhibit

- A. Permit and Plan Check Fees

Attachment “A”
Updated CPI from Los Angeles County (2023)

Adrian Gutierrez

From: Jared Chavez
Sent: Tuesday, April 25, 2023 8:13 AM
To: Adrian Gutierrez
Subject: Fw: FY 2023-24 FEES INCREASE
Attachments: CPI Table - March 2023.xlsx

Ms. Jared Chavez, Community Development Manager

City of Lawndale, Community Development Department
14717 Burin Avenue, Lawndale, CA 90260
Phone: (310) 973-3231 / Fax: (310) 970-2183
jchavez@lawndalecity.org / lawndalecity.org

From: Roy (Riad) Itani <RITANI@dpw.lacounty.gov>
Sent: Thursday, April 13, 2023 9:24 AM
To: Jared Chavez <jchavez@lawndalecity.org>
Cc: Sean Moore <SMoore@lawndalecity.org>
Subject: FY 2023-24 FEES INCREASE

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jared, BSD is in the process of annually updating fees based on the 3.7 % CPI for FY2023-24. Please let me know if the city intends to adopt the 3.7% CPI increase. Thanks.

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0
 Not Seasonally Adjusted
 Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not
 Area: Los Angeles-Long Beach-Anaheim, CA
 Item: All items
 Base Period: 1982-84=100
 Years: 2013 to 2023

Year	Jan	Feb	Mar	Mar To Mar Increase	Mar To Mar % Increase	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	238.015	239.753	239.995			239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	2.496	1.0%	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	1.247	0.5%	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	4.135	1.7%	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	6.652	2.7%	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	9.633	3.8%	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	7.153	2.7%	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	5.278	1.9%	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	6.059	2.2%	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679	24.031	8.5%	308.302	310.649	314.072	313.415	313.608	315.033	317.014	314.633	312.601	310.782	307.179	314.384
2023	318.591	317.571	317.873	11.194	3.7%												

Attachment “B”
Resolution No. CC-2305-020

RESOLUTION NO. CC-2305-020

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAWNSDALE, CALIFORNIA
ADOPTING A REVISED FEE SCHEDULE FOR BUILDING,
ELECTRICAL, MECHANICAL, PLUMBING, AND GRADING
PERMITS AND SERVICES PROVIDED TO THE PUBLIC**

WHEREAS, requests for certain services from the City of Lawnsdale ("City") are made by the public to the City to allow the public to comply with the Lawnsdale Municipal Code and state and federal laws; and

WHEREAS, the provision of building, electrical, mechanical, plumbing, and grading permits and services by City staff occur at an expense to the City; and

WHEREAS, the City has always intended to recover the costs it incurs for providing such services to the general public by collecting fees to reimburse the City's costs; and

WHEREAS, the City is currently collecting such fees pursuant to a 2021 fee schedule enacted to adequately reimburse the City for its expenses; and

WHEREAS, City staff has prepared the updated cost evaluation, justification, and fee schedules attached hereto as Exhibit "A", and incorporated herein by reference for the permit fees and charges proposed to be levied for providing certain building, electrical, mechanical, plumbing, grading and landscape services; and

WHEREAS, the California Government Code requires that fees for services charged by municipalities not exceed the cost of providing the service for which the fee is levied and that no fee or service charge or increase in an existing fee or charge may be levied without the public having an opportunity to make oral or written public comment at a regularly scheduled City Council meeting; and

WHEREAS, Lawnsdale Municipal Code Chapter 3.32 requires the City Council to conduct a public hearing before the City adopts any new or updated administrative fees; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on May 1, 2023, in the City Hall council chamber located at 14717 Burin Avenue, Lawnsdale, California, to consider staff's recommendation on this matter; and

WHEREAS, based upon oral and written presentations by City staff and members of the public, including but not limited to the staff report, exhibits, attachments, the fee analysis, the City Council now desires to adopt updated fees for certain building, electrical, mechanical, plumbing, grading and landscape services.

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. The fees set forth in Exhibit "A" does not exceed the estimated reasonable costs of providing each such services to the public.

SECTION 3. The City Council hereby adopts the fee and cost schedules attached hereto and incorporated herein as Exhibit "A" as the City's fee schedule for providing such building-related services effective July 12, 2021.

SECTION 4. As of the effective date of these new fees all prior inconsistent fees are rescinded.

SECTION 5. That the adoption of these fees is exempt from the provisions of the California Environmental Quality Act (CEQA) because the creation of a government funding mechanism which does not involve any commitment to any specific project is not a "project" under CEQA pursuant to Public Resources Code Section 21080 and CEQA Guideline 15378(b)(4).

SECTION 6. If any section, subsection, sentence, clause, or phrase of this resolution 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 each and every section, subsection, sentence, clause and phrase thereof not declared invalid or remaining portions of this ordinance. The City Council hereby declares that it would have passed this resolution, and unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. REPEAL OF PRIOR RESOLUTIONS. That all portions of prior resolutions which adopted fees for building, electrical, mechanical, grading, and plumbing services are hereby repealed as of the effective date of the fees adopted pursuant to this resolution.

SECTION 8. The City Clerk shall certify to the passage and adoption of this resolution, 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.

PASSED, APPROVED AND ADOPTED this 1st day of May 2023.

Robert Pullen-Miles, Mayor

ATTEST:

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

I, Eriea Harbison, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-2305-020 at a regular meeting of said Council held on the 1st day of May, 2023, by the following roll call vote:

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

Erica Harbison, City Clerk

APPROVED AS TO FORM:

Gregory M. Murphy, City Attorney

Attachment “C”
Proof of Publishing

2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635
pfernandez@scng.com

City of Lawndale
14717 Burin Ave
Lawndale, California 90260

Account Number: 5007749
Ad Order Number: 0011597523

Customer's Reference/PO Number:

Publication: Daily Breeze

Publication Dates: 04/17/2023

Total Amount: \$231.86

Payment Amount: \$0.00

Amount Due: \$231.86

Notice ID: pGbSzrMTcCVAjdXp5Zc0

Invoice Text:

CITY OF LAWNDALe Notice of public hearing Before the City Council Notice is hereby given that at 6:30 p.m. on Monday, May 1, 2023, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burin Avenue, Lawndale, CA to review the following: CASE NO. 23-10: CONSIDERATION TO AMEND THE CITY OF LAWNDALe'S BUILDING AND SAFETY FEES FOR DEVELOPMENT WITHIN THE CITY AND APPROVAL OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA. The files for this proposal are available for review Monday through Thursday, 7:00 a.m. to 6:00 p.m., in the Community Development Department offices located at 14717 Burin Avenue, Lawndale, California. Any grounds for opposing this project must be made at the time of the meeting or made in written correspondence. If you challenge this matter in court, you may be limited to raising only those issues that you or someone else raised during the meeting. The City of Lawndale's contact person for this case is Jared Chavez, Community Development Manager, Community Development Department, at (310) 973-3231.

DAILY BREEZE

Local. News. Matters.
dailybreeze.com

Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

0011597523

City of Lawndale
14717 Burlin Ave
Lawndale, California 90260

PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Hermosa Beach*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

04/17/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 17th day of April, 2023.



Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington

CITY OF LAWDALE

Notice of public hearing Before the City Council

Notice is hereby given that at 6:30 p.m. on Monday, May 1, 2023, the Lawndale City Council will hold a public hearing in the City Council Chambers located at 14717 Burlin Avenue, Lawndale, CA to review the following:

CASE NO. 23-10: CONSIDERATION TO AMEND THE CITY OF LAWDALE'S BUILDING AND SAFETY FEES FOR DEVELOPMENT WITHIN THE CITY AND APPROVAL OF A CATEGORICAL EXEMPTION PURSUANT TO CEQA.

The files for this proposal are available for review Monday through Thursday, 7:00 a.m. to 6:00 p.m., in the Community Development Department offices located at 14717 Burlin Avenue, Lawndale, California. Any grounds for opposing this project must be made at the time of the meeting or made in written correspondence. If you challenge this matter in court, you may be limited to raising only those issues that you or someone else raised during the meeting.

The City of Lawndale's contact person for this case is Jared Chavez, Community Development Manager, Community Development Department, at (310) 973-3231.
Daily Breeze
Published: 4/17/23

Exhibit “A”
Permit and Plan Check Fees

CITY OF LAWDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23
Effective July 1, 2023

March 2023 CPI (increase):	3.7%
City of Lawndale Multiplier:	2.0

Notes:

1. On July 1st of every year, LA County updates their permit fee schedule to increase their permit fees according to the "Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted" for the month of March of the current year.
2. The City Permit Fee is calculated using the following formula: **Updated County Permit Fee x 2.0 (City Multiplier) = Updated City Permit Fee**.
3. (*) Criteria adjusted to match the current ranges/increments established by LA County for FY 2022-23.
4. (+) Fee is determined by State of California's Strong-Motion Instrumentation Program (Public Resources Code Section 2705).
5. (#) Fees are determined by the California Government Code (Government Code section 66015).

Issuance Fee

Item Description
Permit Issuance Fee (per application)

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$36.00	\$37.30	\$1.30

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$66.40	\$74.60	\$8.20

Building Permit Fees

Item Description
Building Permit Fee (based on valuation): \$0 to \$700 (*)
Building Permit Fee (based on valuation): \$701 to \$25,000 (*)
Building Permit Fee (based on valuation): \$701 to \$25,000 (for each additional \$1,000 or fraction thereof in excess of \$1,000) (*)
Building Permit Fee (based on valuation): \$25,001 to \$50,000 (*)
Building Permit Fee (based on valuation): \$25,001 to \$50,000 (for each additional \$1,000 or fraction thereof in excess of \$50,000) (*)
Building Permit Fee (based on valuation) \$50,001.00 to \$100,000 (*)
Building Permit Fee (based on valuation): \$50,001 to \$100,000 (for each additional \$1,000 or fraction thereof in excess of \$50,000) (*)
Building Permit Fee (based on valuation) \$100,000 or more (*)
Building Permit Fee (based on valuation): for each additional \$1,000 or fraction thereof in excess of \$100,000 (*)
Demolition of a Building or Structure
Outside Business Hours Inspection
For inspections for which no fee is specifically indicated, per hour - Special Inspection #1
Building Group R Fee BDB
Building Other Fee BDB
Record search

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$56.90	\$59.00	\$2.10
\$85.40	\$88.50	\$3.10
\$22.00	\$22.80	\$0.80
\$614.70	\$637.40	\$22.70
\$16.90	\$17.50	\$0.60
\$1,044.00	\$1,082.60	\$38.60
\$12.80	\$13.20	\$0.40
\$1,680.90	\$1,743.00	\$62.10
\$8.70	\$9.00	\$0.30
\$213.20	\$221.00	\$7.80
\$118.00	\$122.30	\$4.30
\$118.00	\$122.30	\$4.30
\$0.27	\$0.28	\$0.01
\$0.37	\$0.39	\$0.02
\$3.90	\$4.00	\$0.10

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$104.80	\$118.00	\$13.20
\$157.40	\$177.00	\$19.60
\$40.60	\$45.60	\$5.00
\$1,133.00	\$1,274.80	\$141.80
\$31.20	\$35.00	\$3.80
\$1,924.40	\$2,165.20	\$240.80
\$23.60	\$26.40	\$2.80
\$3,098.40	\$3,486.00	\$387.60
\$16.00	\$18.00	\$2.00
\$393.00	\$442.00	\$49.00
\$236.00	\$244.60	---
\$236.00	\$244.60	\$8.60
\$0.54	\$0.56	\$0.02
\$0.75	\$0.75	\$0.00
\$7.20	\$8.00	\$0.80

CITY OF LAWDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23

Effective July 1, 2023

"..." for each hour expended responding to public records request which do not reasonably describe identifiable records)
Investigation Fee - By Owner
Investigation Fee - By Contractor/Commercial
Processing Fee
Strong Motion Group-R Occupancy - Minimum Fee (valuation up to \$3,850)
Strong Motion Group-R Occupancy (Building permit fee shall be increased by a surcharge of 0.00013% per \$1,000 of estimated valuation, after \$3,850) (+)
Strong Motion All Other Occupancies - Minimum Fee (valuation up to \$1,786)
Strong Motion All Other Occupancies (Building permit fee shall be increased by a surcharge of 0.00028% per \$1,000 of estimated valuation, after \$1,786) (+)
Solar PV energy system (Residential) - up to 15kW (#)
Solar PV energy system (Residential) - per additional kW above 15 (#)
Solar PV energy system (Commercial) - up to 50kW
Solar PV energy system (Commercial) - per additional kW between 51-250 (#)
Solar PV energy system (Commercial) - per additional kW above 250 (#)
Plan Maintenance Fee (Minimum)
Plan Maintenance Fee (2% of building permit fee - based on valuation of work)
Plan Maintenance Fee (Maximum)
Building Group R / Building Disabled Fees

\$44.80	\$46.40	\$1.60
\$219.60	\$227.70	\$8.10
\$439.20	\$455.40	\$16.20
\$64.50	\$66.80	\$2.30
\$0.50	\$0.50	\$0.00
\$0.00	0.00013%	\$0.00
\$0.50	\$0.50	---
\$0.00	0.00028%	\$0.00
\$450.00	\$450.00	---
\$15.00	\$15.00	---
\$1,000.00	\$1,000.00	---
\$7.00	\$7.00	---
\$5.00	\$5.00	---
\$12.90	\$13.30	\$0.40
---	---	---
\$549.40	\$569.70	\$20.30

\$82.60	\$92.80	\$10.20
\$404.80	\$455.40	\$50.60
\$809.60	\$910.80	\$101.20
\$123.70	\$133.80	\$10.10
\$0.50	\$0.50	\$0.00
0.00%	0.00013%	\$0.00
\$0.50	\$0.50	\$0.00
0.00%	0.00028%	\$0.00
\$450.00	\$450.00	\$0.00
\$15.00	\$15.00	\$0.00
\$1,000.00	\$1,000.00	\$0.00
\$7.00	\$7.00	\$0.00
\$5.00	\$5.00	\$0.00
\$23.80	\$26.60	\$2.80
---	---	---
\$1,012.80	\$1,139.40	\$126.60

Electrical Permit Fees

Item Description
New Residential Bldg - One & 2-Family
New Residential Bldg - Multi-family (3 or more living units)
Private Swimming Pools
Receptacle, switch, lighting, or other outlets (first 20)
Receptacle, switch, lighting, or other outlets (above 20)
Lighting Fixtures (first 20)
Lighting Fixtures (above 20)
Fixed Appliances Not Over 3 HP
Power Apparatus & Large Appliances (rating 3-10)
Power Apparatus & Large Appliances (rating 11-50)
Power Apparatus & Large Appliances (rating 51-100)
Power Apparatus & Large Appliances (rating over 100)
Services, Swbd, MCC, Panelboard (0-399 Amp, under 600 V)

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$0.20	\$0.20	\$0.00
\$0.10	\$0.10	\$0.00
\$105.80	\$109.70	\$3.90
\$2.80	\$2.90	\$0.10
\$1.90	\$1.90	\$0.00
\$2.80	\$2.90	\$0.10
\$1.90	\$1.90	\$0.00
\$20.20	\$20.90	\$0.70
\$26.00	\$26.90	\$0.90
\$60.10	\$62.30	\$2.20
\$112.40	\$116.50	\$4.10
\$185.80	\$192.60	\$6.80
\$50.80	\$52.60	\$1.80

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$0.20	\$0.40	\$0.20
\$0.40	\$0.20	-\$0.20
\$195.00	\$219.40	\$24.40
\$5.20	\$5.80	\$0.60
\$3.40	\$3.80	\$0.40
\$4.91	\$5.80	\$0.89
\$3.40	\$3.80	\$0.40
\$37.20	\$41.80	\$4.60
\$48.00	\$53.80	\$5.80
\$110.80	\$124.60	\$13.80
\$207.20	\$233.00	\$25.80
N/A	\$385.20	\$0.00
\$93.60	\$105.20	\$11.60

CITY OF LAWDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23

Effective July 1, 2023

Services, Swbd, MCC, Panelboard (400-1000 Amp, under 600 V)	\$99.50	\$103.10	\$3.60	\$183.40	\$206.20	\$22.80
Services, Swbd, MCC, Panelboard (over 1000 Amp, under 600 V)	\$211.80	\$219.60	\$7.80	\$390.40	\$439.20	\$48.80
Temporary Power Pole & Appurtenances	\$56.90	\$59.00	\$2.10	\$104.80	\$118.00	\$13.20
Sign with One Branch Circuit	\$50.80	\$52.60	\$1.80	\$93.60	\$105.20	\$11.60
Additional Sign Branch Circuits	\$16.80	\$17.40	\$0.60	\$31.00	\$34.80	\$3.80
Misc. Apparatus, Conduits & Conductors	\$85.30	\$88.40	\$3.10	\$157.20	\$176.80	\$19.60
Carnivals, circuses electric generators	\$50.80	\$52.60	\$1.80	\$93.60	\$105.20	\$11.60
Carnivals, circuses mech. driven rides lighting	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Carnivals, cruises booth lighting	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Decorative lighting, christmas tree sales, firework stands, booths	\$27.90	\$28.90	\$1.00	\$51.40	\$57.80	\$6.40
Branch ckt 15-20 amp 120v (first 10)	\$22.60	\$23.40	\$0.80	\$41.60	\$46.80	\$5.20
Branch ckt 15-20 amp 120v (each additional between 11 to 40, inclusive)	\$18.80	\$19.40	\$0.60	\$34.60	\$38.80	\$4.20
Branch ckt 15-20 amp 120v (each additional after 40, inclusive)	\$16.80	\$17.40	\$0.60	\$31.00	\$34.80	\$3.80
Branch ckt 15-20 amp 208-277v	\$35.60	\$36.90	\$1.30	\$65.60	\$73.80	\$8.20
Lighting fixture for pole or platform mounted	\$3.30	\$3.40	\$0.10	\$6.00	\$6.80	\$0.80
Lighting fixture for theatrical-type	\$3.30	\$3.40	\$0.10	\$6.00	\$6.80	\$0.80
Residential appliances of 3hp or less	\$13.90	\$14.40	\$0.50	\$25.60	\$28.80	\$3.20
Busways for cable trays, trolley and plug-in types	\$34.20	\$35.40	\$1.20	\$63.00	\$70.80	\$7.80
Electrical Inspection resulting from defective workmanship or materials	\$43.20	\$44.70	\$1.50	\$79.60	\$89.40	\$9.80
New private, residential, inground swimming pools for single or multifamily occupancies, including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool, each	\$105.80	\$109.70	\$3.90		\$219.40	
Other types of swimming pools, therapeutic whirlpools, spas, hot tubs and alterations to existing swimming pools, each	\$71.20	\$73.80	\$2.60		\$147.60	
Special Inspection (each hour of fraction thereof)	\$142.80	\$148.00	\$5.20	\$263.20	\$296.00	\$32.80
Spas, Hot Tubs, Whirlpools, & Other	\$71.20	\$73.80	\$2.60	\$131.20	\$147.60	\$16.40

Grading Permit Fees

Item Description
Grading Permit Fee (based on cy.): 1 cy. to 50 cy. (*)
Grading Permit Fee (based on cy.): 51 cy. to 1,000 cy. (*)
Grading Permit Fee (based on cy.): for each additional 100 cy. or fraction thereof in excess of 100 cy. (*)
Grading Permit Fee (based on cy.): 1,001 cy. to 10,000 cy. (*)

LA County Fee

FY 22-23 Fee	FY 23-24 Fee	Difference
\$211.20	\$219.00	\$7.80
\$314.00	\$325.60	\$11.60
\$106.30	\$110.20	\$3.90
\$1,271.50	\$1,318.50	\$47.00

City of Lawndale Fee

2021-2022 Fee	2023 Fee	Difference
\$389.20	\$438.00	\$48.80
\$578.80	\$651.20	\$72.40
\$191.80	\$220.40	\$28.60
\$2,343.80	\$2,637.00	\$293.20

CITY OF LAWSDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23

Effective July 1, 2023

Grading Permit Fee (cy.): for each additional 1,000 cy. or fraction thereof in excess of 1,000 cy. (*)
Grading Permit Fee (based on cy.): 10,001 cy. to 100,000 cy. (*)
Grading Permit Fee (based on cy.): for each additional 1,000 cy. or fraction thereof in excess of 10,000 cy. (*)
Grading Permit Fee (based on cy.): 100,000 cy. or more (*)
Grading Permit Fee (based on cy.): for each additional 10,000 cy. or fraction thereof in excess of 100,000 cy. (*)

\$89.30	\$92.60	\$3.30
\$2,074.20	\$2,150.90	\$76.70
\$57.00	\$59.10	\$2.10
\$7,206.50	\$7,473.10	\$266.60
\$142.00	\$147.20	\$5.20

\$161.00	\$185.20	\$24.20
\$3,823.40	\$4,301.80	\$478.40
\$102.80	\$118.20	\$15.40
\$13,283.80	\$14,946.20	\$1,662.40
\$261.00	\$294.40	\$33.40

Landscaping Permit Fees

Item Description
Landscaping Permit Fees (based on sq.ft.): 500 sq.ft. to 7,500 sq.ft.
Landscaping Permit Fees (based on sq.ft.): 7,501 sq.ft. to 15,000 sq.ft.
Landscaping Permit Fees (based on sq.ft.): 15,001 sq.ft. to 30,000 sq.ft.
Landscaping Permit Fees (based on sq.ft.): 30,001 sq.ft. to 1 acre

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$247.30	\$256.40	\$9.10
\$370.90	\$384.60	\$13.70
\$741.20	\$768.60	\$27.40
\$906.00	\$939.50	\$33.50

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$455.80	\$512.80	\$57.00
\$683.60	\$769.20	\$85.60
\$1,366.20	\$1,537.20	\$171.00
\$1,670.00	\$1,879.00	\$209.00

Mechanical Permit Fees

Item Description
Absorption Unit (up to 100,000 BTU)
Absorption Unit (100,001 to 500,000 BTU)
Absorption Unit (500,000+ BTU)
Air Handling Unit up to 2,000 CFM (1-10)
Air Handling Unit up to 2,000 CFM (above 10)
Air Handling Unit (2,001 to 10,000 CFM)
Air Handling Unit (10,000+ CFM)
Boiler (up to 100,000 BTU)
Boiler (100,001 to 500,000 BTU)
Boiler (500,000+ BTU)
Compressor (up to 100,000 BTU)
Compressor (100,001 to 500,000 BTU)
Compressor (500,000+ BTU)
Ventilation System
Evaporative Cooler
Fireplace / Gas Log (up to 100,000 BTU)
Fireplace / Gas Log (100,001 to 500,000 BTU)
Fireplace / Gas Log (500,000+ BTU)
Furnace (up to 100,000 BTU)
Furnace (100,001 to 500,000 BTU)
Furnace (500,000+ BTU)
Heater (up to 100,000 BTU)

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$35.40	\$36.70	\$1.30
\$68.20	\$70.70	\$2.50
\$170.80	\$177.10	\$6.30
\$16.80	\$17.40	\$0.60
\$5.20	\$5.30	\$0.10
\$50.80	\$52.60	\$1.80
\$85.40	\$88.50	\$3.10
\$35.40	\$36.70	\$1.30
\$68.20	\$70.70	\$2.50
\$170.80	\$177.10	\$6.30
\$35.40	\$36.70	\$1.30
\$68.20	\$70.70	\$2.50
\$170.80	\$177.10	\$6.30
\$44.20	\$45.80	\$1.60
\$28.60	\$29.60	\$1.00
\$35.40	\$36.70	\$1.30
\$68.20	\$70.70	\$2.50
\$170.80	\$177.10	\$6.30
\$35.40	\$36.70	\$1.30
\$68.20	\$70.70	\$2.50
\$170.80	\$177.10	\$6.30
\$35.40	\$36.70	\$1.30

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$65.20	\$73.40	\$8.20
\$125.80	\$141.40	\$15.60
\$314.80	\$354.20	\$39.40
\$31.00	\$34.80	\$3.80
\$9.60	\$10.60	\$1.00
\$93.60	\$105.20	\$11.60
\$157.40	\$177.00	\$19.60
\$65.20	\$73.40	\$8.20
\$125.80	\$141.40	\$15.60
\$314.80	\$354.20	\$39.40
\$65.20	\$73.40	\$8.20
\$125.80	\$141.40	\$15.60
\$314.80	\$354.20	\$39.40
\$81.40	\$91.60	\$10.20
\$52.80	\$59.20	\$6.40
\$65.20	\$73.40	\$8.20
\$125.80	\$141.40	\$15.60
\$314.80	\$354.20	\$39.40
\$65.20	\$73.40	\$8.20
\$125.80	\$141.40	\$15.60
\$314.80	\$354.20	\$39.40
\$65.20	\$73.40	\$8.20

CITY OF LAWSDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23

Effective July 1, 2023

Heater (100,001 to 500,000 BTU)
Heater (500,000+ BTU)
Air Inlet/Air Outlet
Air Inlet/Air Outlet (unknown number of air inlets and outlets, for each 1,000 sq.ft. or fraction thereof of conditioned area)
Vent Installation
Mechanical - For investigation of alternate materials and methods of construction, initial filing fee:
Mechanical - For investigation of alternate materials and methods of construction, For each hour or fraction thereof, in excess of two:
Ventilation fans (which serve a single register) - each fan up to 10
Ventilation fans (which serve a single register) - each fan over 10
Commercial kitchen hood, spray booth, conv. duct sys.
Fire damper
Duct sys. alteration

\$68.20	\$70.70	\$2.50
\$170.80	\$177.10	\$6.30
\$5.50	\$5.70	\$0.20
\$48.50	\$50.20	\$1.70
\$16.80	\$17.40	\$0.60
\$285.60	\$296.10	\$10.50
\$142.80	\$148.00	\$5.20
\$20.90	\$21.60	\$0.70
\$7.30	\$7.50	\$0.20
\$85.40	\$88.50	\$3.10
\$13.80	\$14.30	\$0.50
\$35.40	\$36.70	\$1.30

\$125.80	\$141.40	\$15.60
\$314.80	\$354.20	\$39.40
\$10.20	\$11.40	\$1.20
\$89.40	\$100.40	\$11.00
\$31.00	\$34.80	\$3.80
\$526.40	\$592.20	\$65.80
\$263.20	\$296.00	\$32.80
\$38.60	\$43.20	\$4.60
\$13.40	\$15.00	\$1.60
\$157.40	\$177.00	\$19.60
\$25.40	\$28.60	\$3.20
\$65.20	\$73.40	\$8.20

Miscellaneous Permit Fees

Item Description
House number assignment base fee for subdivisions - first house number
House number assignment base fee for subdivisions - each additional house number
House number assignment base fee for non-subdivisions - first house number
House number assignment base fee for non-subdivisions - Each additional house number
House number assignment base fee for non-subdivisions - Each additional parcel
Assignment of House Numbers (Base fee - 1st address)
House number change base fee - Each additional house number
House number change base fee - Each additional house parcel
Certificate of Occupancy
Temporary Certificate of Occupancy
Each extension of a Temporary Certificate of Occupancy

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$743.40	\$770.90	\$27.50
\$9.20	\$9.50	\$0.30
\$803.90	\$833.60	\$29.70
\$9.20	\$9.50	\$0.30
\$60.50	\$62.70	\$2.20
\$874.00	\$906.30	\$32.30
\$16.60	\$17.20	\$0.60
\$68.80	\$71.30	\$2.50
\$131.90	\$136.70	\$4.80
\$198.10	\$205.40	\$7.30
\$131.90	\$136.70	\$4.80

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$1,370.40	\$1,541.80	\$171.40
\$17.00	\$19.00	\$2.00
\$1,481.80	\$1,667.20	\$185.40
\$17.00	\$19.00	\$2.00
\$111.60	\$125.40	\$13.80
\$1,611.00	\$1,812.60	\$201.60
\$30.60	\$34.40	\$3.80
\$126.80	\$142.60	\$15.80
\$243.20	\$273.40	\$30.20
\$365.20	\$410.80	\$45.60
\$243.20	\$273.40	\$30.20

Plumbing Permit Fees

Item Description
Water Closet/Urinal/Bidet/Toilet
Bathtub/Shower
Backwater Valves

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$21.30	\$22.00	\$0.70
\$21.30	\$22.00	\$0.70
\$61.10	\$63.30	\$2.20

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$39.20	\$44.00	\$4.80
\$39.20	\$44.00	\$4.80
\$112.60	\$126.60	\$14.00

CITY OF LAWDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23
Effective July 1, 2023

Lavatory (sink in bathroom)	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Sink (in kitchen)	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Dishwasher	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Clothes Washer	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Swimming Pool Receptor	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Backflow Prevention Device/Sprinkler	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Water heater and/or vent	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Gas system outlets	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Hose bib	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Drainage vent, water piping and backflow prevention	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Waste Inlet	\$11.60	\$12.00	\$0.40	\$21.40	\$24.00	\$2.60
Roof drain	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Drainage or sewer backwater valve	\$61.10	\$63.30	\$2.20	\$112.60	\$126.60	\$14.00
Pretreatment interceptor, vent, grease interceptors	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Swimming pool drainage trap and receptor	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Drinking Fountain	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
House Repipe	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Gas piping sys. low press. any 1m. or alt. 5 outlets or less	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Gas piping sys. low press. any 1m or alt. outlets over 5	\$5.40	\$5.50	\$0.10	\$10.00	\$11.00	\$1.00
Gas piping med/hi press. sys.	\$87.60	\$90.80	\$3.20	\$161.40	\$181.60	\$20.20
Gas piping med/hi press. outlets	\$5.40	\$5.50	\$0.10	\$10.00	\$11.00	\$1.00
Gas meter	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Gas pressure regulator	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Water pressure regulator	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Repair or alteration of drainage and/or vent piping, each fixture	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Water-treating equipment (each piece)	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Pressure regulator - prv/water	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Service line 1-1/2" and smaller	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Service line 2"-3"	\$66.10	\$68.50	\$2.40	\$121.80	\$137.00	\$15.20
Service line over 3"	\$142.80	\$148.00	\$5.20	\$263.20	\$296.00	\$32.80
Replacing water piping	\$8.80	\$9.10	\$0.30	\$16.20	\$18.20	\$2.00
Trap primer	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Solar potable water-heating sys., including heater and vent	\$71.20	\$73.80	\$2.60	\$131.20	\$147.60	\$16.40
Shower Valve	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Additional gas connectors (Above 5)	\$5.40	\$5.50	\$0.10	\$10.00	\$11.00	\$1.00
Cap off plumbing	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Cap off gas line	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Capp off sewer	\$21.30	\$22.00	\$0.70	\$39.20	\$44.00	\$4.80
Plumbing inspection - for investigation of alternate materials and methods of construction, for initial filing fee.	\$285.60	\$296.10	\$10.50	\$526.40	\$592.20	\$65.80

CITY OF LAWDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23

Effective July 1, 2023

Plumbing inspection - for investigation of alternate materials and methods of construction, for each hour or fraction thereof, in excess of two.
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\$142.80	\$148.00	\$5.20
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\$263.20	\$296.00	---
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Sewer Permit Fees

Item Description
Connection of a house sewer to a public sewer, or for the extension of a house lateral onto a lot for future use (separate permit required for each such connection or extension)
Each house sewer manhole
Each installation of a section of house sewer for future use
Connection of each additional building or additional work to a house sewer
Connection of a house sewer to a private sewage disposal system
Each private sewage disposal system (septic tank and seepage pit or pits and/or drainfield)
Each graywater system (storage tanks and disposal/irrigation fields)
Each cesspool, overflow seepage pit, percolation test pit, swimming pool drywell, or drainfield extension or replacement
Disconnection, abandonment, alteration or repair of any house sewer or private sewage disposal system or part thereof
Sewer inspection - for investigation of alternate materials and methods of construction, for initial filing fee.
Sewer inspection - for investigation of alternate materials and methods of construction, for each hour or fraction thereof, in excess of two.

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$61.10	\$63.30	\$2.20
\$61.10	\$63.30	\$2.20
\$39.50	\$40.90	\$1.40
\$39.50	\$40.90	\$1.40
\$39.50	\$40.90	\$1.40
\$125.50	\$130.10	\$4.60
\$125.50	\$130.10	\$4.60
\$61.10	\$63.30	\$2.20
\$39.50	\$40.90	\$1.40
\$285.60	\$296.10	\$10.50
\$142.80	\$148.00	\$5.20

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$112.60	\$126.60	\$14.00
\$231.40	\$126.60	-\$104.80
\$72.80	\$81.80	\$9.00
\$72.80	\$81.80	\$9.00
\$231.40	\$81.80	-\$149.60
\$72.60	\$260.20	\$187.60
\$231.40	\$260.20	\$28.80
\$231.40	\$126.60	-\$104.80
\$231.40	\$81.80	-\$149.60
\$526.40	\$592.20	\$65.80
\$263.20	\$296.00	\$32.80

Plan Check Fees

Item Description
Building Plan Check Fees
Building Plancheck Fee (85% of building permit fee - based on valuation of work)
Plan Check Fee (Building) - Minimum fee
Building Plancheck Fee - Standardized Plans (70% of building permit fee - based on valuation of work)
Plan Check Fee (Building) - Standardized Plans - Minimum fee
Electrical Plan Check Fees
Plan Check Fee (Electrical) - 70% of required permit fee
Plan Check Fee (Electrical) - Minimum fee
Grading Plan Check Fees

LA County Fee		
FY 22-23 Fee	FY 23-24 Fee	Difference
\$106.80	\$110.70	\$3.90
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\$196.40	\$203.60	\$7.20
\$142.80	\$148.00	\$5.20

City of Lawndale Fee		
2021-2022 Fee	2023 Fee	Difference
\$188.00	\$221.40	\$33.40
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\$361.80	\$407.20	\$45.40
\$263.20	\$296.00	\$32.80

CITY OF LAWDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23

Effective July 1, 2023

Grading Plan Check Fees (based on cy.): 1 cy. to 1,000 cy. (*)	\$373.70	\$387.50	\$13.80	\$688.80	\$775.00	\$86.20
Grading Plan Check Fees (based on cy.): for each additional 100 cy. or fraction thereof in excess of 100 cy. (*)	\$127.10	\$131.80	\$4.70	\$229.20	\$263.60	\$34.40
Grading Plan Check Fees (based on cy.): 1,001 cy. to 10,000 cy. (*)	\$1,520.80	\$1,577.00	\$56.20	\$2,803.40	\$3,154.00	\$350.60
Grading Plan Check Fees (based on cy.): for each additional 1,000 cy. or fraction thereof in excess of 1,000 cy. (*)	\$105.50	\$109.40	\$3.90	\$190.20	\$218.80	\$28.60
Grading Plan Check Fees (based on cy.): 10,001 cy. to 100,000 cy. (*)	\$2,469.70	\$2,561.00	\$91.30	\$4,552.40	\$5,122.00	\$569.60
Grading Plan Check Fees (based on cy.): for each additional 1,000 cy. or fraction thereof in excess of 10,000 cy. (*)	\$62.20	\$64.50	\$2.30	\$112.20	\$129.00	\$16.80
Grading Plan Check Fees (based on cy.): 100,001 cy. to 500,000 cy. (*)	\$8,083.90	\$8,383.00	\$299.10	\$14,901.20	\$16,766.00	\$1,864.80
Grading Plan Check Fees (based on cy.): for each additional 10,000 cy. or fraction thereof in excess of 100,000 cy. (*)	\$172.10	\$178.40	\$6.30	\$310.40	\$356.80	\$46.40
Grading Plan Check Fees (based on cy.): 500,000 cy. or more (*)	\$14,965.20	\$15,518.90	\$553.70	\$27,585.60	\$31,037.80	\$3,452.20
Grading Plan Check Fees (based on cy.): for each additional 10,000 cy. or fraction thereof in excess of 500,000 cy. (*)	\$156.20	\$161.90	\$5.70	\$287.20	\$323.80	\$36.60
Landscaping Plan Check Fees						
Landscaping Plan Check Fees (based on sq.ft.): 500 sq.ft. to 7,500 sq.ft.	\$2,040.10	\$2,115.50	\$75.40	\$3,760.60	\$4,231.00	\$470.40
Landscaping Plan Check Fees (based on sq.ft.): 7,501 sq.ft. to 15,500 sq.ft.	\$2,203.10	\$2,284.60	\$81.50	\$4,061.00	\$4,569.20	\$508.20
Landscaping Plan Check Fees (based on sq.ft.): 15,001 sq.ft. to 30,000 sq.ft.	\$2,366.70	\$2,454.20	\$87.50	\$4,362.60	\$4,908.40	\$545.80
Landscaping Plan Check Fees (based on sq.ft.): 30,001 sq.ft. to 1 acre	\$2,694.70	\$2,794.40	\$99.70	\$4,967.20	\$5,588.80	\$621.60
Mechanical Plan Check Fees						
Plan Check Fee (Mechanical) - 50% of required permit fee						
Plan Check Fee (Mechanical) - Minimum fee (including all surcharges)	\$142.80	\$148.00	\$5.20	\$263.20	\$296.00	\$32.80
Plan Check Fee (Mechanical) - Exemption: identical appliances of 100,000 BTU or less, installed in a single building: up to 10 - 50% of permit fee	---	---	---	---	---	---
Plan Check Fee (Mechanical) - Exemption: identical appliances of 100,000 BTU or less, installed in a single building: each appliance over 10 - an additional 5% of its permit fee	---	---	---	---	---	---
Plan Check Fee (Mechanical) - installation of commercial type I or II hood	\$219.60	\$227.70	\$8.10	\$607.80	\$455.40	-\$152.40
Plan Check Fee (Mechanical) - installation of garage ventilation systems	\$219.60	\$227.70	\$8.10	\$607.80	\$455.40	-\$152.40

CITY OF LAWDALE BUILDING PERMIT FEE SCHEDULE FOR FY 2022-23

Effective July 1, 2023

Plan Check Fee (Mechanical) - installation of stairs pressurization systems	\$219.60	\$227.70	\$8.10	\$607.80	\$455.40	-\$152.40
Plan Check Fee (Mechanical) - installation of product conveying systems	\$219.60	\$227.70	\$8.10	\$607.80	\$455.40	-\$152.40
Plumbing Plan Check Fees						
Plan Check Fee (Plumbing) - 40% of required permit fee						
Plan Check Fee (Plumbing) - Minimum fee	\$142.80	\$148.00	\$5.20	\$263.20	\$296.00	\$32.80
Plan Check Fee (Plumbing) - Combination waste and vent system	\$219.60	\$227.70	\$8.10	\$404.80	\$455.40	\$50.60
Plan Check Fee (Plumbing) - Gas system containing an earthquake actuated shut-off valve	\$76.70	\$79.50	\$2.80	\$141.40	\$159.00	\$17.60
Plan Check Fee (Plumbing) - Chemical waste system	\$43.70	\$45.30	\$1.60	\$80.60	\$90.60	\$10.00
Plan Check Fee (Plumbing) - Rainwater system	\$142.80	\$148.00	\$5.20	\$263.20	\$296.00	\$32.80
Plan Check Fee (Plumbing) - For plan checking individual systems not required to be reviewed under subsection (a) above: combination waste and vent systems	\$329.70	\$341.80	\$12.10	\$607.80	\$683.60	\$75.80
Plan Check Fee (Plumbing) - For plan checking individual systems not required to be reviewed under subsection (a) above: Gas system containing an earthquake actuated shut-off valve	\$109.70	\$113.70	\$4.00	\$202.20	\$227.40	\$25.20
Plan Check Fee (Plumbing) - For plan checking individual systems not required to be reviewed under subsection (a) above: Chemical waste system	\$66.10	\$68.50	\$2.40	\$121.80	\$137.00	\$15.20
Plan Check Fee (Plumbing) - For plan checking individual systems not required to be reviewed under subsection (a) above: Rainwater system	\$219.60	\$227.70	\$8.10	\$404.80	\$455.40	\$50.60
Plan Check Fee (Plumbing) - For plan checking individual systems not required to be reviewed under subsection (a) above: Grey water system	\$125.50	\$130.10	\$4.60	\$231.40	\$260.20	\$28.80
Plan Check Fee (Plumbing) - For additional review required by complexity of plans, or revisions of approved plans or reports, or for services beyond the first and second plan check, due to changes, errors or omissions, per hour	\$142.80	\$148.00	\$5.20	\$263.20	\$296.00	\$32.80



CITY OF LAWDALE

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

May 1, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Mike Estes, Director of Community Services 

SUBJECT: Lawndale Beat Fixed-route Transportation Service Agreement

BACKGROUND

The Lawndale Beat Fixed-route Transportation System is a Contractor-operated transportation service comprised of two routes: 1) Express; and 2) Residential. The service operates year-round with the exception of the following days: New Year's, Thanksgiving and Christmas. The service has been suspended since May 6, 2020; however, efforts to bring the system back have been in progress for several months.

STAFF REVIEW

The Lawndale Beat Fixed-route Transportation Service has been a valuable service to both residents and non-residents for several decades. In fiscal year 2015-16, the service transported over 81,000 passengers. Fiscal year 2015-16 was an anomaly, the service typically transported an average of 60,000 passengers.

Request for Proposals (RFP):

The City distributed an RFP for Lawndale Beat Fixed-route Transportation Services on February 9, 2023 to a field of six reputable transportation entities who offer fixed-route transportation services in the South Bay area: 1) Empire Transportation; 2) Keolis Transportation America; 3) MV Transportation; 4) SMS Transportation Services; 5) Southland Transit; and 6) Transportation Concepts. At the March 13, 2023 RFP response deadline, two companies submitted RFP responses: Empire Transportation and Transportation Concepts.

RFP Response Review:

The Community Services Department formed a three-person RFP Response Review Committee comprised of one employee from the Municipal Services Department, a second from the Public Works Engineering division and myself.

The Review Committee determined both entities provided complete and thorough RFP responses. The City had prior experience with one candidate, Empire Transportation located in Bellflower in years 2009 – 2014. Although the City does not have any direct experience with Transportation Concepts, the City is very familiar with their history of excellent service in other nearby cities, most notably City of Redondo Beach.

RFP Response Details:

The following three elements were of utmost important to the City when the RFP Responses were reviewed: 1) vehicle provision; 2) storage facility; and 3) overall costs.

Company	Vehicles (Primary)	Fuel Type	Storage Facility	Hourly Cost (Average)	Total Annual Cost	Total Contract Cost
Empire Transportation	El Dorado Advantage XL	Compressed Natural Gas (CNG)	Bellflower, CA	100.41	753,075 (23,474 hrs.)	2,357,024*
Transportation Concepts	Starcraft All Star XL	Compressed Natural Gas (CNG)	Redondo Beach Transit Center	105.69**	792,675 (23,474 hrs.)	2,480,967*

*=Includes 974 hours for FY 2022-23 commencement of service.

**=Hourly costs are 5.3% higher than competitor.

Year One Vehicles:

Due to the latest industry standard as it relates to the production of buses, manufacturers now produce vehicles upon demand once their paid for as opposed to producing them in mass. Therefore, the City will have two pre-owned vehicles for the commencement of service on May 15, 2023 for 9 to 12 twelve months. It is projected that the City will have two new 2023 buses as required in the RFP delivered to the selected contractor sometime between February 2024 and April 2024. The lower hourly costs for pre-owned buses have been calculated into the cost tables above.

Proposal Advantages and Disadvantages:

Although Empire Transportation has quoted lower operator costs which are 5.3% lower than Transportation Concepts, Transportation Concepts has a number of distinct advantages which would outweigh any cost advantage provided by Empire Transportation. The following are distinct advantages of the Transportation Concepts RFP response as related to quoted vehicles.

Vehicle Warranty:

- Empire Transportation has quoted 2023 El Dorado Advantage XL buses as the primary buses on the project with an inferior 3-year, 36,000 mile limited warranty.
- Transportation Concepts has quoted new 2023 Starcraft All Star XL buses for the primary buses for the project with a more advantageous 5-year, 100,000 mile limited warranty.

Advantage: Transportation Concepts

Vehicle Interior:

- Empire Transportation has quoted vehicles that have an open floor plan with seating arranged along the exterior of the floor plan. This type of seating arrangement leaves lots of open floor space for passengers to stand and could lead the overcrowding. In addition, if there is an accident, or a sudden stop, those not in seats will be at risk of falling, injury, etc. In addition, the seats are bucket style and do not have arm rests. However, in place of arm rests, the seats have handles hanging from the overhead safety handrail. The bucket seats without arm rests lead to swaying when the bus accelerates and decelerates and are not favorable to older adults who need aisle seating and armrests to prevent swaying and stabilization.

City Council Meeting – May 1, 2023
Lawndale Beat Fixed-route Transportation Service Agreement

- Transportation Concepts has quoted vehicles that have no open floor space. With this type of floor plan, which includes forwarding facing aisle seating and one main aisle for mobility, there is no standing room as all passengers will be in a seat; therefore, no overcrowding, nor will sudden braking or acceleration or an accident displace passengers nor lead to individuals falling, stumbling or potential injury. Seats with armrests are more beneficial to older adults so passengers have something to hold on to.

Advantage: Transportation Concepts

Vehicle Performance:

- Empire Transportation used El Dorado Advantage XL vehicles on a previous contract with the City in years 2009 – 2014. However, these vehicles seems to have more problems than the City had experienced with Starcraft All Star XL buses used on subsequent contract.
- When the City was contracted with MV Transportation in years 2014 through the time at which the service was suspended in May 2020, the City experienced far fewer breakdowns with Starcraft All Star XL vehicles than with El Dorado Advantage buses.

Advantage: Transportation Concepts

Non-unionized Labor Force:

- Neither Empire Transportation nor Transportation Concepts are unionized. This simply means that the City will not suffer any shutdowns due to an employer lockout, or an employee strike.

Advantage: No advantage either way.

Contract Term:

The City desires a 3-year term, plus two one-year options at the City's sole discretion as required in the RFP for a potential total contract term of 5 years. However, after three years, the City will have the option of renewing the agreement for one additional year with written notice to the selected contractor no less than 90 days prior to the completion of the third contractual year, or allowing the agreement to naturally expire. If the City exercises the one-year extension following year three and engages the contractor for a fourth year, the City will have the option of renewing the agreement for one additional year with written notice no less than 90 days prior to the completion of the fourth contractual year, or allowing the agreement to naturally expire.

Project Funding:

The Lawndale Beat Fixed-route Transportation Service will be entirely funded by State Proposition A funding on a year-to-year basis. It has been confirmed that the City will receive approximately \$900,000 in Proposition A funding in FY 2023-24 and in subsequent years. This figure will finance the service for each of the next three to five years with leftover funding for other potential transportation-related projects.

Revenues:

Fare box revenues collected each month will be deducted from the monthly invoice for operator costs; therefore, reducing the overall cost to the City on a month-to-month basis.

Implementing a Virtual Payment Option:

In FY 2015-16, the City saw a record-breaking passenger count exceeding 81,000 passengers. In years, FY 2016-17 and FY 2017-18, the City continued to see strong ridership numbers averaging

City Council Meeting – May 1, 2023
Lawndale Beat Fixed-route Transportation Service Agreement

approximately 60,000 passengers per fiscal year. However, in FY 2018-19, the service began seeing declining ridership counts due to the City's failure to convert to the TAP card system offered by Los Angeles County Metropolitan Transportation Authority (METRO). The costs to purchase and install mobile validators, the devices that process TAP card payments, is approximately \$5,000 per bus for a total of approximately \$15,000. In recent years, more and more people are looking for alternative and virtual payment options. It is very common these days for people to not carry cash or change as a mode of payment, hence the advantage of a TAP card system to increase ridership.

Building the Ridership Base:

The City is suggesting that ridership and confidence in the service could be built quicker than normal by offering free fares between the dates of May 15, 2023 and June 30, 2023, with July 1, 2023 being the date at which the fare system can be reinstated. Please note that the fare system that has been in place for quite some time is already free for the following users: 1) seniors 62 years of age and older; 2) disabled passengers; and 3) children under six years old with a paying adult. City staff believes that the financial impact of a free fare system through June 30, 2023 would be in the range of approximately \$3,000 on the low end and \$5,000 on the high end. In FY 2022-23, the City has an excess of State Proposition A dollars that will easily cover the losses for a short-term free fare system.

LEGAL REVIEW

The City Attorney's office has reviewed the attached Contract Services Agreement for the Lawndale Beat Fixed-route Transportation Service and has approved it as to form.

FISCAL IMPACT

The fiscal impact for FY 2022-23 for 45 days of service commencing May 15, 2023 and concluding June 30, 2023 will be approximately \$77,935 in State Proposition A funding. The fiscal impact for year one of the agreement, or FY 2023-24, will be approximately \$467,550 through March 31, 2024 plus approximately \$208,763 for April 1, 2024 through June 30, 2024 for a total impact for FY 2023-24 of \$676,313. In FY 2024-25 and 2025-26, the annual rate will be fixed at \$835,050. In future years, if the City exercises one or both one-year options, terms of such amendment will be negotiated by both parties.

RECOMMENDATION

Staff recommends that the City Council approved the attached agreement for Lawndale Beat Fixed-route Transportation Service between the City of Lawndale and Transportation Concepts for a total amount of \$2,397,400 for a term of three-years commencing on July 1, 2023 for FY 2023-24, plus 45 days for FY 2023-24 commencement May 15, 2023 through June 30, 2023; or

Provide further direction

Attachments: Contract Services Agreement between the City of Lawndale and Transportation Concepts

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
LAWNDALE BEAT FIXED-ROUTE TRANSPORTATION SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of May, 2023 by and between the City of Lawndale, a municipal corporation ("City"), and Parking Concepts, Inc. dba Transportation Concepts ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of two million three hundred ninety seven thousand four hundred dollars (\$2,397,400) ("Contract Sum"), except as provided in Section 1.6. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than June 30, 2026. With respect to extensions of the term, please see Exhibit "D."

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$5,000,000.00 per occurrence for all covered losses and no less than \$5,000,000.00 general aggregate.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$5,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of professional liability or error and omissions insurance in an amount not than \$0.00 per claim with respect to loss arising from the actions of Contractor performing professional services hereunder on behalf of the City. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, employees of subcontractors (or any entity or individual for which Contractor shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 **RECORDS AND REPORTS**

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party’s consent to or

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest; Contractor. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Contractor shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine

that Contractor will be performing a specialized or general service for the City and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Contractor and its officers or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:
Parking Concepts dba Transportation Concepts
a California corporation

By: _____
Name: Rich Rogers
Title: Vice President and Chief Operating Officer

By: _____
Name: David L. Mueller
Title: Secretary

Address: 12 Mauchly, Building I
Irvine, CA 92618

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall manage the services to be provided pursuant to this Agreement in accordance with the provisions and parameters established herein.

A. Administration:

The Contractor shall provide the necessary management and personnel whose expertise will ensure the safe and efficient operation of the transportation services to be provided hereunder.

1. Supervision:

Supervision of the day-to-day transportation service operations will be vested in the Contractor. The assigned individual (herein referred to as "Program Manager") shall be available to the City by mobile phone during the normal service hours of the transportation service. From time-to-time, City may request to meet in person with the identified Project Manager.

In addition, at least two (2) individuals, manager level or higher, shall be available to the City in the event of an emergency during non-operating hours. At least one of these individuals shall respond in person when an emergency or accident involving property damage and/or injuries related to the operation of the Lawndale Beat Fixed-route Transportation Service occurs within the City or outside the City.

2. Advertising and Promotion:

Contractor shall, in cooperation with the City, promote and support the City's marketing and advertising efforts by posting marketing tools on all Lawndale Beat vehicles when requested by the City.

3. Training and Safety:

Contractor shall facilitate its proprietary driver training program developed using the TAPTCO Transit and Paratransit driver training program and enhanced by materials from the Transportation Safety Institute, American Public Transportation Association and the National Safety Council. Training shall be conducted by certified trainers and shall ensure that all personnel involved in the transportation services to be provided to the City are in compliance with all federal, state and local laws, rules and regulations.

Laws, rules and regulations shall include, but are not limited to, the American with Disabilities Act of 1990, Federal Drug and Alcohol testing requirements, California Title 13 and Title 24, State of California Transportation Development Act, and any other laws that may be in effect or become effective during the term of the Agreement that may apply to this public transportation service.

The following training modules will be taught by the certified instructor to each driver prior to being an operator for this contract services agreement: 1) driver classroom training; 2) behind-the-wheel training; 3) in-service training; 4) advanced customer service training 5) professional attitude training; 6) superior customer service training; and 7) continual and ongoing training programs.

4. Personnel Qualifications and Responsibilities:

a. Management:

The management positions for Contractor's employees servicing the City are as follows:

- Rich Rogers, Chief Operating Officer
- Max Melero, Project Supervisor
- Brett Baum, Project Manager
- Jonathan Norman, Regional Maintenance Manager
- Lee Sterling, Regional Safety and Training Manager

b. Vehicle Operators:

Contractor must provide the City with vehicle operators who have successfully completed Contractor's employee screening processes such as motor vehicle record check; criminal background check; E-verify clearance; physical exam; positive reference checks and drug screening.

Additionally, Contractor must provide vehicle operators who:

- Are legally licensed to operate a public transportation vehicle in the State of California and free of any chargeable accidents within the last two (2) years, and have cleared a criminal history check with no criminal convictions within the last ten (10) years.
- Are courteous and sensitive to the needs of passengers riding the City's transportation service; are alert, careful and competent in their driving habits.
- Ensure that the digital clock that is built into each vehicle is synchronized each morning of operation with the Contractor's atomic clock and set by dispatch personnel.
- Are neat and clean in their appearance and are, at all times, in properly fitting uniforms provided by Contractor. In addition, each operator must wear a name tag, or a badge provided by the Contractor identifying each operator by first and last name and/or employee number.
- Are knowledgeable about the City's fares, vehicle communications equipment, customer service requirements and the street network within the service area. Operators shall also be knowledgeable regarding the fares and routes of other transit services which link with the City's transit service to other neighboring transportation systems such as Metro, GTrans (Gardena), Torrance Transit and Beach Cities Transit (Redondo Beach).
- Operators shall clearly announce, or use an electronic audible system to announce all major time and stopping points as referenced in the current issue of the Lawndale Beat Service Brochure.
- Operators shall render assistance to City by supervising and monitoring each vehicle during operational service hours as defined in Exhibit "A", Section B (5), below.
- Operators shall ensure that all passenger fares are properly deposited into the fare box. Operators shall not handle any fares unless specifically requested by the rider.
- Operators shall maintain trip report statistics pertaining to passenger boardings for each stop, each route and each loop. (This information is necessary to determine which adjustments, if any, are to be made to the service and for the development of the National Transit Database (NTD) annual audit as required by Los Angeles County Metropolitan Transportation Authority (Metro). Therefore it is imperative that operators fulfill this requirement in an accurate and responsible manner.

5. Personnel Policy:

All personnel hired and paid by the Contractor to provide services in any way in connection with this Agreement shall at all times be employees of Contractor. Contractor shall be solely responsible for payment of all employee wages and benefits. Contractor, without any costs or expense to the City, shall faithfully comply with the requirements of all applicable State and Federal laws with respect to employer's liability, worker's compensation, unemployment insurance and other forms of Social Security; and also with respect to the withholding of income tax at its source from the wages of said employees.

Contractor shall indemnify and hold City and its officers, agents and employees harmless from any damages, claims, costs and expenses of whatever nature arising from alleged violation of personnel or human resource laws and any failure to take the required withholdings, or from any claims of subrogation in connection therewith.

6. Accident Reporting:

City Manager's designee shall be notified by cell phone immediately, regardless of hour or day, following any accident or unusual incident that occurs involving any vehicle or operator assigned to the Lawndale Beat Fixed-route Transportation service whether or not physical injuries or property damage has occurred.

Furthermore, a written report shall also be provided to the City within 24 hours of the accident, or on the first business day thereafter if the incident occurs on a weekend or holiday. Such report shall provide a description of the accident or incident, the action(s) taken by the Contractor, the progress of the investigation if applicable and any conclusions reached.

7. Monthly Invoices and Ridership Reports:

a. Monthly Invoice:

Contractor shall submit to City, on a monthly basis and no later than the 10th day of the following month, or the first business day thereafter if the 10th is on a weekend or holiday, an invoice for operator services for both the express and residential routes and system totals which includes itemized calculations for the following elements:

- Total Revenue Hours;
- Total Monthly Cost for All Services;
- Fuel Index Summary; and
- Credit for Fares Collected Summary**

**Fare collected shall be deducted from the total monthly cost for all services

b. Monthly Ridership Reports:

The monthly ridership reports shall indicate the information below for both the residential and express route and a system total for the each day for the previous month in three following categories – Monday through Friday, Saturday, and Sunday:

- Daily Pull Out Statistics:
Time and Odometer Reading;
- Daily Start Statistics:
Time and Odometer Reading;

- Daily End Statistics:
Time and Odometer Reading;
- Daily Pull In Statistics:
Time and Odometer Reading;
- Daily Service Statistics:
Total Hours and Miles;
- Daily Revenue Statistics:
Hours and Miles;
- Daily Passenger Statistics:
Number of Cash, Free, Wheelchair and Disabled Passengers;
- Daily Transfer Statistics:
Number of Transfers Out and Transfers Collected;
- Daily Fare Box Statistics:
Amount of Fare Box Revenues for both Daily and Monthly Totals; and
- Other reports as deemed necessary by the City.

8. National Transit Database (NTD) Reporting:

Although the City is ultimately responsible for completing the National Transit Database (NTD) annual audit process in years it chooses to participate, Contractor shall compile all data, complete all reports and assist the City in satisfying the requirements of the National Transit Database (NTD) reporting program with respect to data collected in any year during the term of this Agreement.

9. Accounting:

The Contractor shall keep records of all costs incurred in the performance of this Agreement in an accounting separate from those used for other business activities conducted by the Contractor. For auditing purposes, Contractor shall make the account information available to the City for inspection as it relates to any audits the City is required to complete.

10. Fares:

Contractor shall collect all fares in a secure, removable container which is installed on board of each vehicle. Contractor shall deposit the fares into a bank account on a daily basis and all deposited fares shall be credited to the City on the monthly invoice. The Contractor shall include a reconciliation of all fares such as: full fares, partial fares and uncollected fares. All fares collected shall be reported on the monthly invoices submitted to the City.

11. Contractor Liaison:

Contractor's representative shall coordinate closely with the City on all transportation service matters, operational status and any changes affecting the City's transportation system. Contractor's representative, or his designee, shall attend meetings with the City as necessary and in the City's sole discretion and as scheduled by the City.

B. Operations:

Contractor shall provide personnel necessary to operate the service during the following operational hours:

1. Route Schedules:

a. Express Route:

- Monday thru Friday, 7:20 a.m. to 5:55 p.m.
- Saturdays, 8:40 a.m. to 5:55 p.m.
- Sundays and Holidays, 9:20 a.m. to 3:55 p.m.

b. Residential Route:

- Monday thru Friday, 7:00 a.m. to 6:39 p.m.
- Saturdays, 8:40 a.m. to 5:49 p.m.
- Sundays and Holidays, 10:20 a.m. to 5:49 p.m.

2. Routes:

All routes, operating times, origins and destinations which shall comprise the transportation services pursuant to this Agreement shall be determined by the City. Contractor shall provide all vehicles and personnel necessary to provide transportation on the routes and at the times specified by the City.

3. On-Time Performance Requirements:

Operators shall arrive at each stopping location no earlier than the scheduled time; however, no later than two (2) minutes past the scheduled departure time for each stopping location. In addition, operators shall layover at a safe and dedicated stopping location until no earlier than the scheduled departure time to ensure that the on time performance requirements are achieved consistently during all times in which the system is operational.

4. Holidays:

Transportation service shall not be offered on, nor shall the City be monetarily responsible, for any costs incurred by the Contractor, in observance of the following holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day

Transportation services shall be offered on the following holidays, however, the Sunday time schedule will be observed:

- Martin Luther King, Jr.
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day

5. Vehicle Service Hours and Changes:

Contractor shall annually provide no more than seven thousand five hundred (7,500) vehicle revenue service hours during any fiscal year (July 1 through June 30). Contractor shall be responsible for developing vehicle operator shifts from the established schedule provided by the City.

City shall be solely responsible for determining major changes to the transportation service. If major changes are made, Contractor will be given a minimum of two (2) weeks' notice to respond to such changes, including providing additional operators or making major adjustments to work shifts. Major changes shall be submitted to the Contractor in writing. For minor changes, such as adjustments to a schedule time, or route change due to construction, the City may provide the Contractor twenty four (24) hours' written notice. Minor changes may also be given verbally; however, must be confirmed in writing by the City.

6. Vehicle Service Hour Definition:

Each vehicle service hour to be paid to Contractor by the City will be calculated from the time the vehicle(s) arrives at its revenue service starting route point and will end when the vehicle arrives at its last revenue service stop. At no time, except with advanced written City approval by the City, shall the total monthly vehicle service hours exceed the hours designated by the City.

7. Mechanical Breakdowns:

All mechanical breakdowns shall be resolved in a safe and expeditious manner. Contractor shall attempt to repair the issue on site, or at a nearby safe location, if possible, with a mobile service owned by Contractor. At no time shall a vehicle be left unattended or inoperable on a street or at any unsecured location. If a mechanic is unable to repair the vehicle on site to the point where it can be driven back to the Contractor's maintenance facility, the Contractor shall immediately obtain a tow truck and Contractor's employee shall wait with the vehicle until the tow truck arrives.

In the event that a Lawndale Beat contractor-owned vehicle is unable to promptly return to revenue service the Contractor shall provide a replacement vehicle as soon as possible.

The City shall not reimburse the Contractor for transportation service for any vehicle which is out of service. Contractor shall be required to deduct revenue service time from the respective monthly invoice for time in which service is halted.

8. Vehicles:

Contractor shall provide three (3) used 32' Type 7 vehicles that meet the specifications of the new vehicles required by the City for year one of this Agreement. This is due to the fact that the new vehicles required by the City will take approximately nine (9) to twelve (12) months to produce once they are placed on order by Contractor. The City will require Contractor to provide vehicles that meet the City's requirements as soon as possible after delivery to Contractor and once the new vehicles are wrapped and branded in the City's designated color scheme and graphics.

Contractor shall provide the following vehicles in years two (2) and three (3) of this Agreement and for potentially each year of extension to a maximum of two (2) one-year extensions at the City's sole discretion:

Three (3) 2023 White Allstar XL, 32 foot transit vehicles with Ford F-550 chasis with 7.3 liter engine and Starcraft 5-year 100,000 mile limited warranty with the capacity for twenty four (24) ambulatory plus two (2) wheelchair positions equipped with securing devices (e.g., clamps and tie downs) which meet the standards established by the California Department of Transportation. The vehicles shall be equipped with operational wheelchair lifts or a hydraulic or an electric ramp. If these vehicles are ready and are put into service during year one of this Agreement, the contract price will be modified as per Exhibit "C" below.

All vehicles whether used or new must also meet the most current criteria established in the Americans with Disabilities Act (ADA). The contractor-owned vehicles shall be solely dedicated to the City's Transportation system and shall not be used for any other purpose or on any other contract for any reason. Each of the three (3) vehicles shall be fueled by Compressed Natural Gas (CNG) and must be distinctly numbered and clearly marked as a Lawndale Beat Transportation system vehicle and must be branded and wrapped in the City's desired color scheme and graphics before being placed into service. Each vehicle must be equipped with fully operational two-way radios to communicate with the company's dispatch and a fully functioning Heating, Ventilation and Air Conditioning (HVAC) system that properly functions during Vehicle Service Revenue Hours as defined in Exhibit "A", Section B (5).

Contractor must, at its sole cost and expense, register and license each of the three (3) vehicles, whether new or used vehicles and all operators pursuant to this Agreement prior to being placed into service. Contractor and its employees must also comply with all current and applicable Federal, State and local safety regulations. Additionally, Contractor must comply with General Order No. 98A of the Public Utilities Commission, State of California, relating to the operation and maintenance of buses and bus equipment.

Contractor must, at its sole cost and expense, provide the following technology components on each vehicle required in this Agreement to aid in monitoring the safety of the service, record onboard activities and incidents and to provide a preventative element for Lawndale fixed-route transportation service and operations:

Pre-owned Vehicles (Year One, May 15, 2023 – June 30, 2024)

- Two-way radio system
- Global Positioning System (GPS)
- Real-time Passenger Information System

New Vehicles (Years Two and Three, July 1, 2024 – June 30, 2026)**

- Two-way radio system
- Global Positioning System (GPS)
- Real-time Passenger Information System
- 6-Camera Video System for onboard and external monitoring

**=City desires the new vehicles to be placed into service as soon as possible after purchase and once the new vehicles they are branded by Contractor by wrapping the vehicles in the City's traditional color scheme.

9. Fares and Revenue:

City will establish fares for all City-sponsored transportation services. Contractor must charge all passengers the fare designated by the City. Contractor is solely responsible for the safeguarding of all fare receipts and shall credit all fares collected to the City or its designated agent concurrent with Contractor's submission of the monthly invoice.

10. Operator Uniforms:

Contractor shall be responsible for the purchase and cleaning of all operator uniforms. The Contractor shall ensure and require that all operators wear the proper uniform while in revenue service. Each operator shall be furnished with enough changes of uniform so contractor's employees appear neat and clean at the beginning of each shift.

11. Vehicle Cleaning and Inspection:

- a. Contractor shall be responsible for vehicle cleaning and daily inspections. Vehicle cleaning for each vehicle as designated in Section B (7) below must be completed consistently. The daily cleaning shall consist of the following:
 - Interiors swept and wiped down daily to include the inside and outside of all windows and wiping down all handrails and mirrors;
 - Complete exterior cleaning twice per week to include scrubbing of oil and excessive residue from the rear end, dusting and/or vacuuming of all seats, dashboard, stanchions and exposed surfaces and sweeping and vacuuming of all floor areas including removal of a gum, grease, oil, etc. In addition, cleaning each wheel well and other external areas where noticeable dust and debris may accumulate.
 - Additionally, no more than each seven (7) days, or sooner as operating conditions dictate, the entire exterior of each vehicle shall be washed.
- b. Contractor is responsible for daily visual vehicle inspections. All inspections must be completed prior to daily revenue service as required by California Title 13.

12. Maintenance and Storage:

a. Preventative Maintenance Inspections:

All vehicle inspections must be completed in accordance with the State of California Title 13 requirements. Maintenance and repairs must be completed in a timely and safe manner. The Contractor, or any City-approved entity subcontracting to the Contractor, must comply with these specifications. The Contractor must perform all routine preventative maintenance and scheduled maintenance outside of the normal operational day so that service is not interrupted.

The Preventative Maintenance Schedule is to include the following on a daily basis prior to any vehicle is placed into revenue service:

- Engine Compartment Inspection;
- Interior Inspection;
- Exterior Inspection;
- Chasis Inspection; and
- Test Drive.

b. Vehicle Inspection by City and California Highway Patrol:

City may, from time to time, inspect the vehicles either at the Contractor's maintenance/storage facility or while the vehicle is in revenue service. If, in the City's opinion, the vehicle does not meet the standards regarding cleanliness, safety, or operability, the City may "red tag" the vehicle, such that Contractor must immediately remove that vehicle from revenue service until the problem is rectified. If the City places a vehicle on "red tag" status, Contractor must immediately provide a replacement vehicle, without additional cost to the City, so that the service is not disrupted. Any loss of service shall be deducted from the monthly payment to the Contractor in accordance with the penalties and incentive section of this Agreement.

Per the California Vehicle Code, the California Highway Patrol may inspect Contractor's facility approximately every thirteen (13) months. In the event of an "Unsatisfactory" grade, or if any vehicle designated for the City's transportation service is removed from service due to poor maintenance, Contractor, at its expense, is solely responsible for providing replacement vehicles to comply with this Agreement. If service is disrupted, any loss of service time shall be deducted from the monthly payment to Contractor. Additionally, in the event an unsatisfactory grade is obtained for any vehicle designated for the City's transportation service, Contractor shall pay the City \$500.00 per unsatisfactory grade per vehicle. In the event that a vehicle(s) is removed from service by the California Highway Patrol for any period of time, Contractor shall pay the City \$1,000.00 per vehicle per incident per day in which the vehicle(s) is out of service.

c. Materials:

Contractor must use replacement parts and materials as specified by the vehicle's manufacturer, when performing maintenance and repairs to the any of the vehicles identified as part of the Lawndale Beat Fixed-route Transportation Service fleet.

d. Maintenance Personnel:

Repair work must be performed by certified maintenance personnel who have demonstrated experience and received training in the work to be performed. Maintenance personnel must have the necessary equipment and tools to perform any authorized or necessary work.

e. Storage:

Contractor must store and secure the vehicles overnight in a gated and locked Contractor-owned and furnished facility in a location convenient to the City. The facility shall be, at a minimum, secured with a fence that can be locked, appropriately lighted and paved and must include maintenance and repair facilities with all necessary equipment, supplies and services required to operate the City's fixed route transportation system.

f. Maintenance Facility:

The maintenance facility shall appear neat and clean at all times and shall be free from spillage and tripping hazards.

13. Federal Drug and Alcohol Testing:

Contractor must comply with the Federal Transit Authority Administration's (Chapter 49 CFR parts 653 and 654) Rules and Regulations for prevention of alcohol and prohibited drug misuse in transit operations. Contractor shall provide all employees with a copy of its policies and procedures for compliance with applicable Federal drugs laws. In addition, Contractor must comply with the Federal Transit Administration's drug and alcohol regulations as stated in 49 CFR, Part 655 and 49 CFR, Part 40.

EXHIBIT "B"

SPECIAL REQUIREMENTS

A new Section 5.1(e) is added to the Agreement to read as follows:

5.1(e) Cyber Liability Insurance.

The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information;
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems;
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended;
- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights;
- Liability arising from the failure to render professional services; and
- If coverage is maintained on a "claims-made" basis, Contractor must maintain such coverage for an additional period of three years following termination of the Agreement.

A new sentence is added to the end of Section 6.3 to read as follows:

"Specifically excluded from this provision is all material developed by Contractor independently and not as a result of its performance of this Agreement."

A new sentence is added to the end of Section 7.5 read as follows:

"This provision may not be invoked until City has provided Contractor written notice of specific alleged default and ten (10) business days following said notice to cure alleged default."

The Scope of Services shall include the City's Request for Proposals and Contractor's proposal which are incorporated herein as part of this Exhibit "B". In the event of any inconsistency between the terms of the proposal and this Agreement the terms of this Agreement shall govern.

B-1. Compliance With Law:

Contractor shall comply with the requirements of the Federal Transit Administration's Rules and Regulations for compliance with the American with Disabilities Act of 1990, and the State of California Title 24 accessibility laws.

B-2: Disadvantaged Business Enterprise:

In connection with the performance of this Agreement, Contractor shall cooperate in meeting the City's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, which shall have maximum practicable opportunity to compete for subcontractor work under this Agreement.

B-3: Conflict of Transportation Interests:

Contractor shall not divert any revenues, passengers, or other business from the City's project to any other transportation operation or contractor without the written permission of the City.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Pursuant to the schedule prepared by the City, Contractor agrees to provide all transportation services and personnel necessary to perform the services specified herein, including administrative and supervisory services, at the service rate of:

Year One (May 15, 2023 – June 30, 2024):

Eighty Three Dollars and Twelve Cents (\$83.12) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5). Contractor's services shall not exceed the maximum contract amount of Seven Hundred Twenty Seven Thousand Three Hundred dollars (\$727,300.00) of this Agreement for a not to exceed Eight Thousand Seven Hundred Fifty (8,750) revenue hours. Should Contractor be able to accelerate the use of new vehicles as provided for in Exhibit "A" section B.8, then upon notice to the City of the new vehicles' readiness for use, the City and Contractor will mutually agree upon a start date for the new vehicles within year one of this Agreement. As of such date, the price per service hour will be One Hundred Eleven Dollars and Thirty Four Cents (\$111.34) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5), and the maximum contract amount for year one will be recalculated and reestablished based on the number of service hours remaining in the service year.

Year Two (July 1, 2024 – June 30, 2025):

One Hundred Eleven Dollars and Thirty Four Cents (\$111.34) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5). Contractor's services shall not exceed the maximum contract amount of Eight Hundred Thirty Five Thousand Fifty Dollars (\$835,050.00) of this Agreement for a not to exceed Seven Thousand Five Hundred (7,500) revenue hours.

Year Three (July 1, 2025 – June 30, 2026):

One Hundred Eleven Dollars and Thirty Four Cents (\$111.34) per vehicle service hour billed in one (1) minute increments as defined in Exhibit "A", Section B (5). Contractor's services shall not exceed the maximum contract amount of Eight Hundred Thirty Five Thousand Fifty Dollars (\$835,050.00) of this Agreement for a not to exceed Seven Thousand Five Hundred (7,500) revenue hours.

For the purposes of this Agreement, the baseline price for Compressed Natural Gas (CNG) fuel per gallon shall initially be \$3.50 per gallon.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The term of the Agreement shall be thirty eight (36) months and forty six (46) days commencing Monday, May 15, 2023.

Section 3.4, Term is revised to add the following at the end:

"At its sole discretion, City may extend this Agreement for an additional one year term, or fourth year. To exercise its option to extend, the City shall, at least 90 days prior to Agreement expiration, deliver written notice to the Contractor from the City Manager that the City will exercise an option to extend the Agreement for another year and the parties must execute a contract amendment memorializing the terms for such extension."

"At its sole discretion, City may extend this Agreement for a second one year term, or fifth year. To exercise its option to extend, the City shall, at least 90 days prior to Agreement expiration, deliver written notice to the Contractor from the City Manager that the City will exercise an option to extend the Agreement for another year and the parties must execute a contract amendment memorializing the terms for such extension."



CITY OF LAWDALE

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

DATE: May 1, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager

PREPARED BY: Ahmad Ansari, Interim Director of Public Works/City Engineer
Nabi Sidiqi, Assistant Engineer 

SUBJECT: **Award of Construction Contract to G2K Construction, Inc., for the Public Works and Los Angeles Sheriff Department Facility Improvement Project**

BACKGROUND

The Public Works and Los Angeles Sheriff Departments have been in need of facility improvements. The scope of improvements includes the installation of new automatic gates, fencing, vehicle loop detectors, access keypads, and painting of the exterior of the Sheriffs facility. In September of 2011, the Public Works Department advertised this facility improvements project for implementation but never made progress. Since then, the Public Works Department has been in need of adding upgrades to their facilities for the convenience of the public and staff. The Los Angeles Sheriff Department has experienced many security issues throughout the years, leading to an unprotected environment for the staff. These improvements will bring safety to both facilities.

STAFF REVIEW

The Notice Inviting Bids was issued on the city's website on October 6, 2022, the project did not receive any bids due to apparent insufficient interest from contractors. Therefore, the project was advertised again on December 06, 2022, resulting in only one bid for the project. City staff decided to take a different approach to gain more interest in the project and reached out to local contractors. Therefore, the project was re-advertised on the city's website on March 08, 2023 and local contractors were notified to attend the non-mandatory job walk. A total of five local contractors showed up but only one submitted a bid for the project. City staff has documented all communication efforts and due diligence with other contractors to gain their interest in the project.

The one bid received was opened on Monday, April 10, 2023, by the City Clerk's office in accordance with City's bidding procedures included bid bonds, evidence of contract licensing, insurance coverage, and project references for contracts of similar size and scope. Staff had designed the bid schedule in a manner in which, bid options were included in order to receive the most optimized bid option for the project.

After careful review and analysis of the one bid received, staff determined that the bid was within the industry's reasonable range and aligned with the engineers estimate for the project. The bid received is as follows:

Bidder	Bid Amount
G2K Construction, Inc.	\$208,615.00

Staff performed a background check and found that this contractor's license is current and active status. The contractor's references were also contacted, and all indicated satisfactory work was performed. Staff recommends the award of a construction contract to G2K Construction, Inc. for the Public Works and Los Angeles Sheriff Department Facility Improvement Project.

If the award of the contract is approved by the City Council, this project is anticipated to be completed in 60 calendar days from the issuance of the Notice to Proceed.

CEQA

The proposed project is categorically exempt per Section 15301 (a) of the California Environmental Quality Act (CEQA) Guidelines.

LEGAL REVIEW

The contract is a public works contract which was approved as to form by the City Attorney.

FISCAL IMPACT

Total cost of this project including materials, installation, and contingencies is estimated to be \$239,907.25. Funding for this project will come from the American Rescue Plan Act (ARPA) fund as this is considered to be general government services and public safety. Currently there is \$250,000.00 budgeted for this project in the ARPA fund. Therefore, the project budget will cover the full cost of the facility improvements.

The following is the breakdown of the construction costs, purchase of materials, and funding sources:

<u>Project Cost Estimate:</u>	
Construction Contract:	\$ 208,615.00
<u>Construction Contingency 15%</u>	<u>\$ 31,292.25</u>
Total Amount:	\$ 239,907.25

RECOMMENDATION

Staff recommends that the City Council:

1. Award a construction contract in the amount of \$239,907.25 to G2K Construction, Inc. for the Public Works and Los Angeles Sheriff Department Facility Improvement Project.

City Council Meeting – May 1, 2023

Award of Construction Contract to G2K Construction, Inc. for the Public Works and Los Angeles Sheriff Department
Facility Improvement Project

ATTACHMENT

1. Construction Agreement
2. Project Location Map

ATTACHMENT 1

CITY OF LAWNDALE
CONTRACT SERVICES AGREEMENT FOR
PUBLIC WORKS & LOS ANGELES SHERIFF DEPARTMENT FACILITY
IMPROVEMENT PROJECT

This Contract Services Agreement ("Agreement") is made and entered into this 1st day of May, 2023, by and between the City of Lawndale, a municipal corporation ("City"), and G2K Construction Inc. ("Contractor"). The term Contractor includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **Two Hundred Thirty-Nine Thousand and Nine Hundred Seven dollars and Twenty-Five Cents (\$239,907.25)** ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City.

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than November 30, 2023.

4.0 COORDINATION OF WORK

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

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

(a) Indemnity for Design Professional Liability. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, and except for the statutory limits set forth under California Civil Code Section 2782.8 applicable to services provided by a "design professional", Contractor shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including

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

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

6.0 RECORDS AND REPORTS

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

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

9.6 Counterparts. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature, provided that a wet signature copy is also mailed to the other party.

9.7 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager,

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF LAWNSDALE,
a municipal corporation

By: _____
Robert Pullen-Miles, Mayor

ATTEST:

Erica Harbison, City Clerk

APPROVED AS TO FORM:
Burke Williams & Sorensen, LLP

Gregory M. Murphy, City Attorney

CONTRACTOR:
G2K Construction Inc.
a [California corporation]

By: _____
Name: Emilia Levy
Title: President

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

Address: [insert address]
[insert address]
[insert address]
[insert address]

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF LAWNDAL

LOS ANGELES SHERIFF DEPARTMENT FACILITY IMPROVEMENT PROJECT

BID SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
1	Installation of New Merchant Metals High Secure Weld Plus Monroe Style 3 Rail (Commercial Grade) Black Wrought Iron Rolling Gate (Approximate dimensions 22' x 6') Inclusive of all Necessary Supports with a Recessed Track Includes all Electrical Connections and Components Includes all Saw Cutting and Pavement Work	EA	1		
2	Installation of New Merchant Metals High Secure Weld Plus Monroe Style 3 Rail (Commercial Grade) Black Wrought Iron Fence (Approximate 42' x 6')	EA	1		
3	Installation of New Merchant Metals Tuf-Guard Ornamental Black Security Gate (Approximate 3' x 6')	EA	1		
4	Battery Backup System or equal Includes all Electrical Connections and Components	EA	1		
5	Electric Door Strike and Panic Bar at Pedestrian Gate Includes all Electrical Connections and Components	EA	1		
6	SL3000101UL LM High Traffic Commercial AC Slide Gate Operator, 110V Single Phase, 1HP, Continuous Duty, Max Gate Weight 2,000 lbs. Max Gate Length 50 ft., Monitored Retro-Reflective Photo Eye Sensing Distance up to 50' Monitored Small Resistive Edge, and 25 ft of #41 Black Oxide Chain, and Monitored Small Profile Edge. With 7 years residential or 5 year commercial limited manufacture warranty. Includes compatible keypad entry system or equal (inclusive of concrete pedestal installation and all electrical work, wiring, conduit, and accessories as required) Includes Professional Installation	EA	1		
7	Vehicle Loop Detection Sensors (Inclusive of all required saw-cutting, installation and testing) Includes all Electrical Connections and Components	EA	1		
8	Painting of Facility Exterior and Replace Signage Match Existing Color	EA	1		
9	Liftmaster Single Button Remote or equal	EA	30		
10	Smartphone Gate Opener System	EA	2		
11	Card Access Gate Opener System	EA	2		
Total Bid Schedule in figures			\$		
Total Bid Schedule in Words			C-3		

CITY OF LAWNSDALE

PUBLIC WORKS DEPARTMENT FACILITY IMPROVEMENT PROJECT

BID SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price	Total Amount
12	Installation of New Merchant Metals High Secure Weld Plus Monroe Style 3 Rail (Commercial Grade) Black Wrought Iron Rolling Gate With V-Track (Approximate dimensions 25' x 8') Inclusive of all Necessary Supports with a Recessed Track Includes all Electrical Connections and Components Includes all Saw Cutting and Pavement Work	EA	1		
13	Installation of Necessary Automatic Supports to Existing Chain Link Gate Includes all Electrical Connections and Components	EA	1		
14	Removal and Demolition of Existing Wrought Iron Fence	EA	1		
15	Removal and Demolition of Existing Recessed Track Includes all Saw Cutting and Pavement Work	EA	1		
16	CSL24UL LM High Traffic Commercial DC Slide Gate Pad Mount Operator 24VDC Continuous Duty with Battery Back Up, 115V/230V Single Phase, Max Gate Weight 1,500 lbs, Monitored Photo Eye , 30 ft of #41 Black Oxide Chain and (2) 7AH Batteries, and Monitored Small Profile Edge. With 7 years residential or 5 year commercial limited manufacture warranty. Includes compatible keypad entry system or equal (inclusive of concrete pedestal installation and all electrical work, wiring, conduit, and accessories as required) Includes Professional Installation	EA	2		
17	Battery Backup System or equal Includes all Electrical Connections and Components	EA	2		
18	Vehicle Loop Detection Sensors (Inclusive of all required saw-cutting, installation and testing) Includes all Electrical Connections and Components	EA	2		
19	Liftmaster Single Button Remote or equal	EA	30		
20	Smartphone Gate Opener System	EA	2		
21	Card Access Gate Opener System	EA	2		
22	Installation of New Block Wall (Replace in kind; Demo of Existing Block Wall) (Approximate dimensions 11' x 7') Include all Saw Cutting and Pavement Work	EA	1		
23	Installation of Barbed Wire around Surrounding Sections of Property (Approximate dimensions 144 LF)	EA	1		
Total Bid Schedule in figures				\$	
Total Bid Schedule in Words					

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

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

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

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

- A new Section 5.1(e) is added to the Agreement to read as follows:

(e) Cyber Liability Insurance. The cyber liability insurance must include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the Agreement for Contractor to properly perform the services intended.

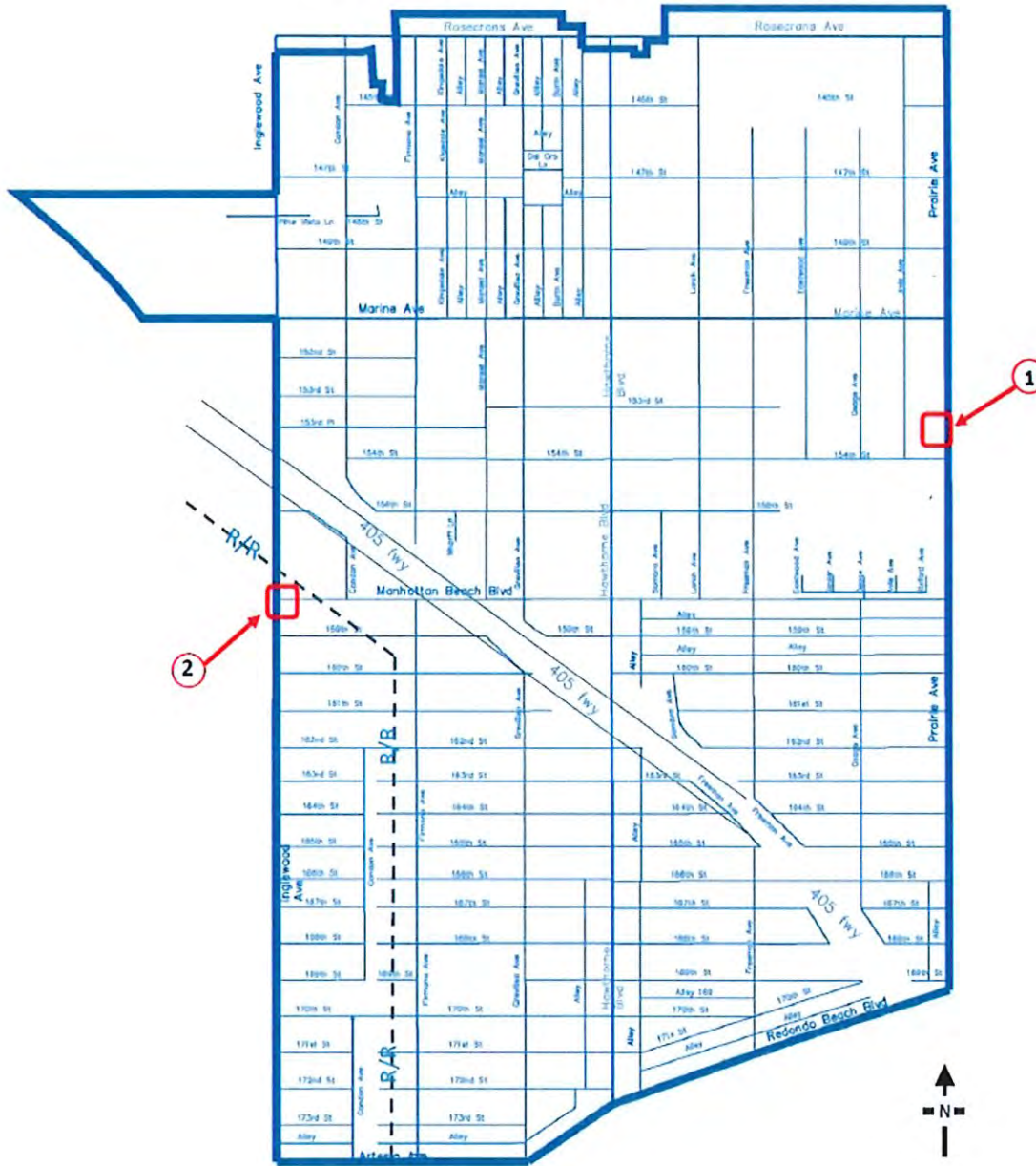
[INSERT CONTRACTOR NAME]

- Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services
- If coverage is maintained on a “claims-made” basis, Cont must maintain such coverage for an additional period of three years following termination of the Agreement.

ATTACHMENT 2

APPENDIX B

PROJECT LOCATION MAP



1. Los Angeles Sheriff Department Service Center
15331 Prairie Avenue, Lawndale CA 90260
2. City of Lawndale Public Works Department
4722 Manhattan Beach Blvd, Lawndale, CA
90260

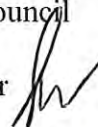


CITY OF LAWDALE

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

DATE: May 1, 2023

TO: Honorable Mayor and City Council

FROM: Sean M. Moore, City Manager 

PREPARED BY: Ahmad Ansari, Interim Director of Public Works/City Engineer
Nick Petrevski, Associate Engineer 

SUBJECT: **Notice of Completion- Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue, Project No. 2021-02** 

BACKGROUND

On May 2, 2022, the City Council awarded a construction contract to Hardy & Harper, Inc. in the amount of \$2,111,000.00 and authorized an additional \$422,200.00 for construction related contingencies. A Construction Management Services Contract was also awarded to SA Associates in the amount of \$191,000.00 totaling \$2,724,200.00 for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue.

Construction began on November 3, 2022, and was completed on March 8, 2023.

The scope of work included the pavement rehabilitation by 7 feet edge milling of existing pavement, 2-inch of asphalt rubber hot mix (ARHM) overlay, reconstruction of localized asphalt pavement failures, removal and reconstruction of damaged concrete sidewalk, curb and gutter, cross gutters, driveway approaches, installation of medians, installation of 4-inch future irrigation conduits, ADA (Americans with Disabilities Act) curb ramps, utility cover adjustments, reconnecting existing curb drains, installation of new water meter, replacement of traffic loops, replacement of traffic signs, thermoplastic striping, pavement markings, installation of bicycle lanes, and other related appurtenances.

STAFF REVIEW

The Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue has been completed in conformance with the project plans and specifications. The construction management and inspection services were performed by SA Associates and in-house staff. Staff recommends that City Council accept the work performed by Hardy & Harper, Inc. as complete and authorize the City Clerk to file a Notice of Completion with the LA County Recorder's Office.

FISCAL IMPACT

The project was included in the City's Fiscal Year 2021- 22 Capital Improvement Program and was funded by Prop C, Measure R and Prop C25 Grant funds for the total amount of \$3,362,013.00. The project financials and accounting is summarized below:

	<u>Original Amount</u>	<u>Final</u>
Construction Cost:	\$2,111,000.00	\$2,090,727.84
Construction Contingency:	\$422,200.00	\$74,000.00
Construction Management Services:	\$191,000.00	\$165,074.25
 Total Amount:	 \$2,724,200.00	 \$2,329,802.09

Project cost saving of \$394,397.91, approximately 14.48%

The project budget and funding summary was comprised of the following:

Proposition C 25 Grant Funds	\$2,175,726.00
Measure R Funds	\$1,039,262.00
<u>Local Match (Prop C Fund)</u>	<u>\$ 147,025.00</u>
Total Project Available Funding	\$3,362,013.00

The total project cost of Construction (\$2,164,727.84) and Construction Management/Inspections (\$165,074.25) is \$2,329,802.09

RECOMMENDATION

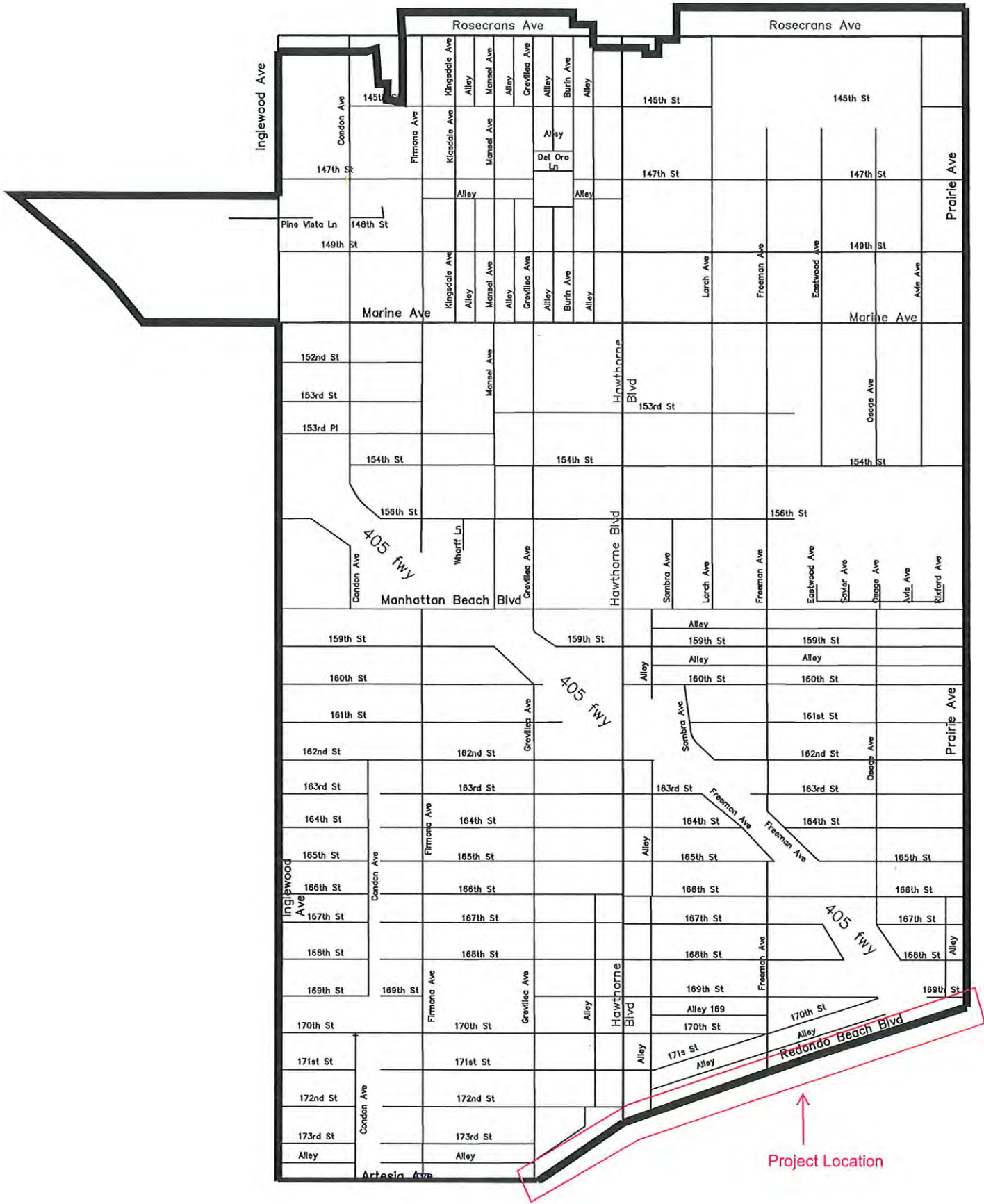
Staff recommends that the City Council:

1. Accept the project completion by Hardy & Harper, Inc., for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue.
2. Authorize the City Clerk's Office to file the Notice of Completion with the Los Angeles County Registrar-Recorder County Clerk's Office for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue.
3. Authorize staff to release 5% retention in the amount of \$108,236.40 for the Redondo Beach Boulevard Street Improvement Project from Artesia Boulevard to Prairie Avenue.

ATTACHMENT

1. Location Map of the completed project

Redondo Beach Blvd. Street Project Location Map





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

DATE: May 1, 2023
TO: Honorable Mayor and City Council
FROM: Yvette Hall, Assistant City Clerk *YH*
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

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



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

DATE: May 1, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk *YH*

SUBJECT: Conference with Legal Counsel – Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(4): One (1) case.

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



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

DATE: May 1, 2023

TO: Honorable Mayor and City Council

FROM: Yvette Hall, Assistant City Clerk *YH*

SUBJECT: The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the City Manager, the City Attorney, and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

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